



GENERAL TERMS AND CONDITIONS OF UNIVERSO PACHA. S.A. AND PACHA GROUP

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I. GENERAL TERMS AND CONDITIONS FOR ONLINE TICKETS OF GRUPO PACHA

- 1.1 The minimum age for access to the clubs is 18 years old.
- 1.2 The tickets purchased are for personal and non-transferable use. The name that appears on the ticket must match the documentation that will be presented at the door of the club. In no case will the resale of the same be allowed. Access will not be allowed if the ticket is incomplete, amended, broken, with indications of forgery or without physical or digital ticket.
- 1.3 In the case of multiple purchases it is imperative that the ticket holder is present to access the venue. The original documentation with which the purchase has been made must be shown and under no circumstances will access be allowed in the absence of the holder.
- 1.4 The holder of the credit card must present at the entrance of the club, the same one used to make the payment and an identity document that includes a photograph (driver's license, ID or passport). Photocopies are not accepted.
- 1.5. In the event that the card with which the payment of the purchase was made is fraudulent, please contact us at least twenty-four (24) hours before the event to info@pacha.com. In this case, the tickets subject to the purchase will be canceled.
- 1.6. The club reserves the right of admission under certain conditions, including alcohol, drugs or narcotic substances or violent attitudes, among others. In the event that the entry is denied, PACHA GROUP will fully refund the entry amount by contacting info@pacha.com.
- 1.7. In case of theft or loss of the purchased tickets, please contact us by email at info@pacha.com, as soon as possible.
- 1.8 Buyers of tickets for VIP zones must be properly dressed in elegant clothes (Entrance is prohibited to all persons in beach attire, including bathing suits, shorts, beach sandals, flip-flops uncovered torsos or men wearing vests). Notwithstanding the abovementioned, PACHA GROUP reserves the right of admission to the club's VIP zone despite not complying with the abovementioned terms.
- 1.9. PACHA GROUP does not accept changes, amendments or refunds of tickets after the event has been carried out.
- 1.10. In the event that the show or party are cancelled, the USER will be notified in advance by email and the entire purchase will be refunded. However, PACHA GROUP hereby expressly excludes from this guarantee
- 1.11. The DJ line ups and/or shows, parties or events could change due to any case of force majeure.



II. GENERAL TERMS AND CONDITIONS APPLICABLE TO THE VIP AREA BOOKINGS OF GRUPO PACHA

Overlooking the dancefloor, Pacha VIP is a fabulous option to live a unique experience. A fantastic place to view what is going on around you while you enjoy the freedom and intimacy but still feeling the energy from the DJ, the music and the crowd.

1. What are the main advantages of the VIP ZONE?

In general, it would have the following advantages:

- Parking for the VIP zone, subject to availability and to certain conditions in each of the Pacha Group establishments.
- Direct access without queuing.
- Personalized attention from our dedicated staff for VIP clients.
- Greater security.
- Privileged ambience and location in the VIP zone.
- Maximum exclusivity and access restriction.

2. Are there any differences in the VIP zone between the various establishments of the Group?

Yes.

In general, the PACHA GROUP has the most specific terms and conditions, compared to: (i) the LIO Club, Restaurant-Cabaret (given the characteristics of the venue and its intrinsically VIP character) and (ii) DESTINO Hotel (given its layout as a hotel).

3. What are the main terms and conditions of reservations in the VIP zone?

All reservations in the VIP zone must be made by credit card.

When entering the VIP zone the client must show his/her identity card or passport number, along with the credit card with which the reservation was made.

To obtain full reimbursement of the amount paid for the reservation, any change or cancellation thereof must be made in any event 72 hours in advance for any of the premises owned by the PACHA GROUP (including (i) Pacha Club, (ii) the LIO Club, Restaurant-Cabaret and (iii) DESTINO Hotel). Otherwise: (i) the client will lose his/her reservation, and (ii) will not be reimbursed for any amount paid in advance. In the case of Pacha Club, the amount to be paid for the reservation is 50% of the total amount payable to reserve the VIP table, which will be forfeited in the event of cancellation with less than 72 hours' notice.

However, in the case of Pacha Club, the client will be offered the opportunity to transfer the amount of the reservation to a new date, subject to availability and provided that the cancellation has been made no later than 23:59 hours on the date for which the client or holder of the reservation made the first reservation of the table in the VIP zone.

The foregoing notwithstanding, in the event of cancellation of a reservation in the VIP zone of the LIO Club, Restaurant-Cabaret, the reservation holder must pay a minimum of €100 per person.



The Group can make use of the reserved table in either of the following situations: (i) where the client does not appear, or (ii) where the client chooses to leave the event before completion (on the understanding that he/she opts not to enjoy this experience).

4. What are the types of reservations in the VIP zone?

Your VIP zone reservation can take different forms:

- depending on the size of the table; ranging from 2 to up to 500 people, depending on the specific circumstances of each event, for Pacha Club;
- depending on its location; VIP zones are divided into different areas;
- depending on the price; pricing will depend on variables such as table size, location, or the specific event.

All these rules shall be communicated to the client at the time of making the reservation.

The above types of reservations in the VIP zone shall not be applicable to the LIO Club, Restaurant-Cabaret, whose basic policy is that all customers will have VIP treatment and will benefit from preferential and exclusive treatment. While at the LIO Club, Restaurant-Cabaret, customers can make reservations in any of the following forms:

- LIO Restaurant Standard Table reservation: €180/person.
- LIO Restaurant "Club" Table reservation: €250/person.
- VIP Tables 901-902-903-904: €5,000/each table.
- VIP Tables 901-902: €10,000/each table.
- Table 901 (VIP DJ booth): €20,000.

All these specific types of reservation will be communicated to the customer at the time of making the reservation.

In addition, the advantage of booking by internet is that it allows you to quickly and intuitively assess all these variables.

5. What is the VIP zone table price (deal)?

The price of the table (also called "table deal") is a set price for: (i) the experience of enjoying the VIP zone of the chosen event and (ii) enjoying on the day the total servings of beverages (and food in the LIO Club-Restaurant-Cabaret) equal to the amount indicated, calculated based on the retail price (the "**Maximum Amount**").

In the case of Pacha Club, if the final consumption of the customer or reservation holder in the VIP zone is less than the Maximum Amount, the client would be permitted: (i) on the one hand, to request: (A) to take with him/her off-site the remaining part of the product ordered on the table in the VIP zone and yet to be consumed or (B) consume it at another time in the same establishment subject to a time limit of 3 days (the "**Pending Consumption**"); and (ii) on the other hand, request additional product, limited in certain cases to 50% of the amount remaining of the Maximum Amount not consumed by the customer to: (A) take it outside the establishment or (B) consume it at another time in the same establishment subject to a 3-day time limit (the "**Extra Consumption**"). This is a courtesy (but not a right) that the Group wishes to extend to its customers of those establishments of its Group where it is operationally possible. Without this courtesy, the client will already have enjoyed the experience consisting of attending the



show and consuming up to the maximum amount at the chosen show. Both the Pending Consumption and the Extra Consumption are personal and nontransferable.

However, in any event, the right of the client or holder of the reservation of the VIP zone in Pacha Club to request and consume the Extra Consumption: (i) shall expire 3 days from the date on which the first reservation generating the Extra Consumption took place and (ii) shall not relieve the client from the obligation to pay the amount for the reservation of the table in the VIP zone of Pacha Club (which must be fully paid by the client).

In any case, the Extra Consumption will not grant the customer the right to (i) free admission or (ii) to use the table in the VIP zone another day. Clients who use the Extra Consumption another day would pay the entrance charge and would be served an amount of beverage consumptions in the general bar (but not in the VIP zone) equal to the Extra Consumption.

The above conditions relating to the price of the table in the VIP zone of Pacha Club, and in particular the right of the client or reservation holder to use the Extra Consumption if the final consumption is less than the Maximum Amount, shall not be applicable to bookings of tables in the VIP zone of (i) LIO Club, Restaurant-Cabaret; nor (iii) Destino Hotel, and they shall only have the right to request to take with them the excess product requested on the VIP zone table and not yet consumed by the client.

6. Could you give an example of a table deal at the Pacha Club?

THE CUSTOMER ARRIVES AT THE PACHA CLUB ON A THURSDAY, WITH A TABLE DEAL OF 3,000 euros (which would allow him/her to consume drinks to a value of 3,000 euros).

AT THE TIME OF LEAVING PACHA: (i) THE PRODUCT ON THE TABLE (not yet consumed) IS 2 BOTTLES OF DOM PERIGNON AND (ii) HE/SHE HAS CONSUMED 2,000 EUROS (of the 3,000 euros), LEAVING HIM/HER WITH 1,000 EUROS STILL TO BE CONSUMED.

- Alternative 1: the Customer decides to withdraw all the product
THE CLIENT COULD TAKE WITH HIM/HER UP TO 100 PERCENT OF THE UNCONSUMED PRODUCT (on the table) BEFORE LEAVING THE PREMISES (i.e. his/her two bottles of DOM PERIGNON).

IN ADDITION, THE CLIENT COULD ALSO TAKE WITH HIM/HER IN DRINKS UP TO 50 PERCENT OF THE TABLE DEAL AMOUNT OUTSTANDING (50% of 1000, equal to 500 Euros). TO DO SO, BEFORE LEAVING PACHA, THE CLIENT MUST ASK FOR DRINKS FOR AN AMOUNT EQUAL TO OR LESS THAN 500 EUROS (for example, a small bottle of Gray Goose for 425 Euros).

IN THIS CASE, THE CLIENT MAY ALSO TAKE WITH HIM/HER:

- HIS/HER TWO HALF BOTTLES OF DOM PERIGNON; and
- A SMALL BOTTLE OF GRAY GOOSE.

THE ACCOUNT IS CLOSED WITH 75 EUROS OWING TO THE CUSTOMER (which is canceled at the time of leaving the premises, so that it cannot be used on another day).

THE CUSTOMER WILL NOW HAVE ENJOYED THE PACHA EVENT AND THE GROUP HAS OFFERED THE COURTESY OF ALLOWING HIM/HER TO WITHDRAW PRODUCT.



- Alternative 2: The customer decides to keep the product
THE CUSTOMER MAY AS A MINIMUM SAVE FOR ANOTHER DAY UP TO 100 PERCENT OF THE PRODUCT NOT CONSUMED BEFORE LEAVING THE LOCAL (i.e., his/her two bottles of DOM PERIGNON).

IN ADDITION, THE CLIENT MAY ALSO SAVE DRINKS, UP TO 100 PERCENT OF THE TABLE DEAL AMOUNT OUTSTANDING (1,000 Euros outstanding). TO DO SO, BEFORE LEAVING PACHA, HE/SHE MUST REQUEST DRINKS FOR AN AMOUNT EQUAL TO OR LESS THAN 1000 EUROS (for example TWO BOTTLES of Gray Goose worth 850 euros).

THE ACCOUNT IS CLOSED WITH 150 EUROS OWING TO THE CUSTOMER (which is canceled at the time of leaving the premises, such that it cannot be used on another day).

IN THIS CASE:

- THE CUSTOMER COULD ATTEND THIS FRIDAY, THIS SATURDAY OR THIS SUNDAY, UPON PAYMENT OF THE ENTRY CHARGE, AND COULD CONSUME (the client's two half bottles of DOM PERIGNON and his/her bottle of Gray Goose).
- THE CUSTOMER COULD ALSO ATTEND THE VIP ZONE THIS FRIDAY, THIS SATURDAY OR THIS SUNDAY SO THAT, AFTER CONSUMING HIS/HER TABLE DEAL OF THAT SECOND DAY, HE/SHE CAN CONSUME THE ABOVE REMAINING PRODUCT (his/her two half bottles of DOM PERIGNON and his/her small bottle of Gray Goose).

7. Can you give an example of a table deal in the DESTINO HOTEL and in the LIO RESTAURANT AND CLUB CABARET?

THE CLIENT ATTENDS DESTINO HOTEL or LIO RESTAURANT AND CLUB CABARET ON A THURSDAY, WITH A TABLE DEAL OF 3,000 euros (which would allow consumption of drinks amounting to 3,000 EUROS).

AT THE TIME OF LEAVING THE CLUB (DESTINO HOTEL or LIO RESTAURANT AND CLUB CABARET): (i) THE PRODUCT REMAINING ON THE TABLE (unconsumed) IS 2 BOTTLES OF DOM PERIGNON AND (ii) HE/SHE HAS CONSUMED 2,000 EUROS (of the 3,000 euros), LEAVING HIM/HER 1,000 EUROS PENDING CONSUMPTION.

- Alternative 1: the Client decides to withdraw all the product

THE CLIENT COULD TAKE WITH HIM/HER UP TO 100 PERCENT OF THE UNCONSUMED PRODUCT (on the table) BEFORE LEAVING THE PREMISES (i.e., his/her two bottles of DOM PERIGNON).

IN ADDITION, THE CLIENT COULD ALSO TAKE WITH HIM/HER DRINKS UP TO 100 PERCENT OF THE TABLE DEAL AMOUNT OUTSTANDING (1000 outstanding). TO DO SO, BEFORE LEAVING PACHA, HE/SHE MUST ASK FOR DRINKS OF AN AMOUNT EQUAL TO OR LESS THAN 1000 EUROS (for example, two small bottles of Gray Goose totaling 850 Euros).

IN THIS CASE, THE CLIENT CAN TAKE WITH HIM/HER:

- HIS/HER TWO HALF BOTTLES OF DOM PERIGNON; and
- TWO SMALL BOTTLES OF GRAY GOOSE.



THE ACCOUNT CLOSES WITH 150 EUROS OWED TO THE CUSTOMER (which are canceled at the time of leaving the premises, such that they cannot be used another day).

THE CUSTOMER WILL ALREADY HAVE ENJOYED THE EVENT AND THE GROUP WILL ALREADY HAVE OFFERED HIM/HER THE COURTESY TO BE ABLE TO TAKE AWAY THE PRODUCT.

- Alternative 2: The Customer decides to keep product

UNLIKE THE PACHA CLUB VIP ZONE, THIS ALTERNATIVE WILL NOT BE AVAILABLE IN DESTINO HOTEL NOR IN THE LIO RESTAURANT CLUB.



III. GENERAL TERMS AND CONDITIONS OF USE OF UNIVERSO PACHA, S.A. WEBSITE (www.pacha.com)

1. GENERAL INFORMATION

The terms and conditions indicated below (hereinafter, the “**General Terms and Conditions**”), control the access, login, navigation, downloading and use of each and every one of the websites and functionalities (tickets, events, booking, VIP bookings, contact details, Pacha Group’s information, etc.) localisable or accessible through the main domain www.pacha.com and its respective subdomains and subdirectories (the “**COMPANY WEBSITE**” or the “**WEBSITE**”) implemented by UNIVERSO PACHA, S.A. (hereinafter, indistinctly referred to as the “**COMPANY**” or “**PACHA**”) and/or or by any of the existing or future companies forming part of THE PACHA GROUP: UNIVERSO PACHA, S.A., PACHÁ SITGES, S.L., EL HOTEL PACHA, S.L., NUBE, S.L., LIO IBIZA, S.L., PACHA MARKETING Y SERVICIOS, S.L. y SWEET PACHA, S.L. MARISOL PACHA IBIZA, A.I.E., PACHA MULTIMEDIA, S.L., PACHA MERCHANDISE, S.L. y PACHA FRANQUICIAS, S.L. (hereinafter, the “**PACHA GROUP**”), comprising all the activities, events, services, materials and products of the PACHA GROUP.

In accordance with the provisions of Article 10 of Spanish Act 34/2002, of 11th July, on Information Society Services and Electronic Commerce, the aforementioned companies forming part of the PACHA GROUP shall place the following registry information of the website's owner at its USERS' disposal:

- **Company name:** UNIVERSO PACHA, S.A. (hereinafter, referred to as “PACHA”) and/or any companies or entities forming part of its Group (hereinafter, referred to as “PACHA GROUP”).
- **Tax ID number:** A-87753935.
- **Mercantile data:** Registered in the Mercantile Registry of Ibiza, under Volume 35.656, Sheet 169, Section 8^a, Page nº M-640796
- **Registered address:** Avenida Ocho de Agosto nº 27, 07800, Ibiza, Islas Baleares (Spain).
- **Contact:** You can contact PACHA or any of the companies of PACHA GROUP by ordinary post at its registered address (Avenida Ocho de Agosto nº 27, 07800, Ibiza, Islas Baleares (Spain)) or at the following email address: info@pacha.com.

For the purpose of these General Terms and Conditions, all the companies of the PACHA GROUP shall have its registered address at Avenida Ocho de Agosto 27, 07800 Ibiza (Islas Baleares), Spain and with Spanish Tax Identification Number (N.I.F.) A-87753935 and represented by Mr. Crescenciano Huerta Bahillo, of full age, Spanish nationality, provided with Spanish Identification Number (D.N.I.) 12.709.831-P.

BY ACCESSING, VIEWING OR USING THE MATERIALS, SERVICES OR ACTIVITIES ACCESSIBLE IN OR THROUGH PACHA’S WEBSITE OR OTHER RELATED WEBSITES OR COMPUTER APPLICATIONS, THE USER CONFIRMS THAT HE OR SHE UNDERSTANDS AND ACCEPTS THESE "GENERAL TERMS AND CONDITIONS" AS THE LEGAL EQUIVALENT OF A WRITTEN, SIGNED AND BINDING DOCUMENT. IN ADDITION, THE USER UNDERTAKES THE OBLIGATION TO: (I) DO NOT USE THE WEBSITE AND THE



SERVICES PROVIDED WITHIN PACHA'S WEBSITE FOR CARRYING OUT ACTIVITIES FORBIDDEN OR RESTRICTED BY THE LAW AND (II) TO COMPLY AT ALL TIMES WITH THE PRESENT GENERAL TERMS AND CONDITIONS.

2. PROTECTION OF PERSONAL DATA AND/OR INFORMATION OF USERS

(i) Data Protection

The COMPANY guarantees the protection and confidentiality of personal data provided by the USER or any supplier representing the USER and/or by any client of the COMPANY via the COMPANY'S WEBSITE.

All of the data provided by the USER or any supplier representing the USER and/or by any client of the COMPANY via the COMPANY'S WEBSITE to PACHA, PACHA GROUP and/or to its employees, will be included in an automatic database of personal information created by and maintained under the responsibility of PACHA, as the parent company of PACHA GROUP under which the brand PACHA operates commercially and manager of this WEBSITE.

The main purpose of the aforementioned COMPANY'S database is to maintain a sales relationship with our clients, the production of statistical studies as well as the sending of newsletters and advertising related to the commercialized products, services, activities and/or events. To that effect, the USER is informed that by registering or filling out his or her personal data and/or information on the COMPANY'S WEBSITE (www.pacha.com), he or she automatically cedes such data and/or information to the COMPANY and PACHA GROUP, who will treat such USER'S data and/or information in compliance with the abovementioned purposes and respecting at all times the General Data Protection Regulation ("GDPR") and any applicable regulations and/or best practices regarding data protection in force.

Furthermore, in compliance with Article 5 of Spanish Act 15/1999, of 13th December, on the Protection of Personal Data (*Ley Orgánica 15/1999, de 13 de diciembre, de Protección de Datos de Carácter Personal*) ("**LOPD**"), and Articles 21 and 22 of Spanish Act 34/2002, of 11th July, on Information Society Services and Electronic Commerce (*Ley 34/2002, de 11 de julio, de servicios de la sociedad de la información y de comercio electrónico*) ("**LSSI**"), the COMPANY inform the USER that its data will be processed in the files of the COMPANY and/or, when applicable, of PACHA GROUP, and may be used for the sending of advertising or promotional communications by email or by any other equivalent electronic media.

Notwithstanding the foregoing, in any event, the USER will be entitled to exercise its rights of access, rectification, cancellation and opposition: (i) by regular post at the following address: Avenida de 8 de Agosto 27, 07800 Ibiza (Islas Baleares), Spain, attaching a photocopy of the USER'S ID, or (ii) by email to the following address: lopd@pacha.com.

In case that the USER has the intention to oppose or reject the receipt of advertising or promotional communications by email or by any other equivalent electronic media, he or she may send an email



message with the subject "UNSUBSCRIBE COMMERCIAL E-MAIL", to the following address: lopd@pacha.com.

(ii) Other information regarding the protection of the USERS' information

The COMPANY and PACHA GROUP agree to comply with the applicable regulations regarding (i) data protection services and (ii) the information society and electronic commerce. For such purpose, the COMPANY informs USERS of the following:

- The sales on the website www.pacha.com will be made through integrated management system, licensed to the Software Dual Link and, when applicable, by means of the entity TICKETMASTER (www.ticketmaster.com), which shall guarantee the security of any transaction made by the USERS through the COMPANY's WEBSITE. The confidentiality of this data is fully guaranteed, in both the respecting of personal data as well as credit card details to guarantee the purchase.
- At the time of purchasing and/or booking any service, event or activity at the COMPANY's WEBSITE, the USER will be permanently informed that his or her personal data and purchasing information will be ceded to whatever service suppliers or third companies who participate in the effective and proper execution of the purchase and/or booking placed by the USER, regardless of the country in which these suppliers and/or third companies may be located, thereby producing an international transfer of data, with the sole purpose of managing the USER's purchase or booking and ensuring its proper execution.
- All of the confidential information which may be sent by the USER of the COMPANY's WEBSITE at the time of purchasing and/or booking in the COMPANY's WEBSITE will be encrypted and thus protected from any malicious access by third parties.
- Any credit card information and/or any other sensitive information provided by the USER via the COMPANY's WEBSITE will be duly protected by the COMPANY and/or, when applicable, PACHA GROUP, through the implementation of means which shall ensure the security and proper treatment of such USER's data and/or information.

(iii) Commercial newsletters

Any USER may subscribe to the PACHA and/or the PACHA GROUP newsletter at the COMPANY'S WEBSITE with the purpose of being updated on the latest news, activities, services and/or activities provided by the COMPANY and/or PACHA GROUP.

If you are registered to the newsletter you will receive information and promotions related with PACHA and/or any of the companies forming part of PACHA GROUP. However, at any time, the USER may be able (i) to manage his or her subscriptions and (ii) to unsubscribe himself or herself from the PACHA'S GROUP newsletter and/or mailing list at any time by sending an email to the following email address: lopd@pacha.com, or through the "UNSUBSCRIBE" feature included at the bottom of each commercial email message sent by the COMPANY and/or PACHA GROUP.



(iv) Minors

Access, login, navigation, uploading, downloading and/or use of certain materials, services and/or activities addressed to legal adults and available for the USERS at the COMPANY'S WEBSITE, shall be strictly prohibited to minors (it being understood as people under 18 years of age) with regard to the contents, events, parties and/or activities that may be legally forbidden to minors (i.e. nightclub tickets, access to the club, alcohol consumption, subscription or booking of events and activities expressly forbidden to minors, etc.).

3. GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE AND THE CONTENTS

The COMPANY WEBSITE has been created with the following purposes: (i) to make the corporate activities information available to any user or interested third parties; (ii) to make possible for them to contact PACHA and/or any other companies or entities forming part of PACHA GROUP in order to require additional information; and (iii) to make available to the users the possibility to purchase the products offered. The requirement of services or articles offered for its sale in the website will be ruled by the general conditions for specific contracting.

Access and use of the COMPANY'S WEBSITE shall be subject to these General Terms and Conditions. The use of the COMPANY'S WEBSITE owned by PACHA attributes user status and implies the user's full and unreserved acceptance of all the General Terms and Conditions applicable whenever the USER logs in thereto. The COMPANY reserves the right to modify or amend these General Terms and Conditions at any time. Any change or amendment made to these General Terms and Conditions that can affect the USER'S rights shall be communicated in the COMPANY'S WEBSITE property thereof during the first week subsequent to the implementation of said change or amendment. In addition to this notice that will inform you of said change or amendment, we suggest that you review these General Terms and Conditions periodically to stay abreast of any modification made thereto. On accessing the COMPANY'S WEBSITE property of the PACHA subsequently to the publication of the notice of said changes or amendments, alterations or updates, you are accepting the fulfilment of the new terms and conditions. USERS are aware that access to and use of the COMPANY'S WEBSITE is performed under their sole and exclusive responsibility.

Some services of the COMPANY'S WEBSITE and/or any other web pages property of the PACHA GROUP may be subject to particular terms and conditions, rules and instructions which, as the case may be, replace, complete and/or modify these General Terms and Conditions, which must be accepted by the USER before using the COMPANY'S WEBSITE. The provision of the service at the USER'S request through the COMPANY'S WEBSITE implies the express acceptance of the applicable Particular Terms and Conditions. These General Terms and Conditions and Particular Terms and Conditions are independent documents to the General or Particular terms and conditions applicable to particular purchases or services, which may be applicable in each case in accordance with the type of service contracted by PACHA.

The expression "COMPANY'S WEBSITE" comprises, in an illustrative and nonlimiting manner, all the content, data, graphics, texts, logos, trademarks, software, pictures, animations, musical creations,



videos, sounds, drawings, photographs, expressions and information and other elements included therein and, in general, all the creations expressed by any means or medium, tangible or intangible, regardless of whether they are susceptible or not susceptible to intellectual property in accordance with the Consolidated Text of the Spanish Intellectual Property Law.

These General Terms and Conditions and the Particular Terms and Conditions that can be applied with advance notice in particular cases are expressly accepted without reservation by the USER for merely accessing the COMPANY's WEBSITE and using the materials, services and activities of the COMPANY's WEBSITE in any manner. When access to and use of certain materials services and/or activities of the COMPANY's WEBSITE is subject to Particular Terms and Conditions, the USER shall be informed of said General Terms and Conditions and, as the case may be, shall replace, complete and/or modify the General Terms and Conditions set forth herein. Access to and use of said materials, services and/or activities subject to Particular Terms and Conditions shall therefore imply full compliance with the Particular Terms and Conditions that regulate them in the version published at the time the USER accesses them, said Particular Terms and Conditions being automatically incorporated to these General Terms and Conditions. In the event of contradiction between the terms and conditions expressed in these General Terms and Conditions and the Particular Terms and Conditions, the terms agreed in the Particular Terms and Conditions shall prevail in all cases and at all times, although only as regards the incompatible provisions and only with respect to those materials, services and/or activities of the COMPANY's WEBSITE subject to said Particular regulation. PACHA may modify, unilaterally and without notice, the provision, configuration, content and services of the COMPANY's WEBSITE and the General Terms and Conditions thereof. If these General Terms and Conditions were replaced by others fully or partially, said new General Terms and Conditions or, where applicable, Particular Terms and Conditions, shall be understood to be accepted in the same manner as those set forth herein. However, COMPANY's WEBSITE USERS must periodically review these General Terms and Conditions and the Particular Terms and Conditions of the COMPANY's WEBSITE services they use in order to stay abreast of any updates. Should the USER not accept these General Terms and Conditions or the Particular Terms and Conditions, the USER must abstain from accessing the COMPANY's WEBSITE or, in the case of being already logged in, close the session.

USERS shall establish the appropriate technical security measures to avoid unwanted actions in their information systems, files and computer equipment used to access the Internet and, particularly, the COMPANY's WEBSITE, being aware that the Internet is not a completely secure environment. In general, the services, materials and/or activities offered through the COMPANY's WEBSITE shall be available in Spanish, although the COMPANY may discretionally present said services, materials and/or activities in other languages. The cost of the telephone access or other type of cost required to access the COMPANY's WEBSITE shall be borne exclusively by the USER.

4. USER LIABILITY FOR THE USE OF THE COMPANY's WEBSITE

USERS shall in no case modify or delete the COMPANY's identification details. USERS may only access the services, materials and/or activities of the COMPANY's WEBSITE through the means or procedures placed at their disposal for such purpose in the COMPANY's WEBSITE itself or which are normally used on the Internet for such purpose, provided that they do not violate intellectual/industrial property



rights or imply any kind of damage to the COMPANY's WEBSITE or to its information or to the services offered.

USERS undertake to use the services, the information and materials of the COMPANY's WEBSITE in accordance with the law and with these General Terms and Conditions. In no case shall the use of the COMPANY's WEBSITE by USERS infringe the current legislation, morality, good practices and public order, and shall use the services, information and materials of the COMPANY's WEBSITE in a correct and lawful manner at all times.

Likewise, the USER guarantees that it has the necessary representation capacity to act with respect to PACHA on behalf of the company they represent, and to assume rights and obligations on behalf of said company, holding the PACHA harmless and exempt from liability for any damages and losses caused by the cancellation or termination of the acts performed through the COMPANY's WEBSITE.

The USER shall:

- (i) Provide the necessary data to sign up on the COMPANY's WEBSITE and ensure the proper functioning thereof, as well as keeping said data updated, communicating any change therein in the shortest possible time.
- (ii) Guarantee the authenticity of the data provided upon completing the necessary forms to subscribe to the services. Likewise, the USER and the supplier he or she represents shall be solely responsible for the damages and losses caused to PACHA as a result of inaccurate or false statements.
- (iii) Fulfil his or her commitments with respect to the information sent via the COMPANY's WEBSITE. In the event that the USER or the supplier that he or she represents does not demonstrate the necessary commercial diligence or does not fulfil the obligations acquired, the COMPANY reserves the right to temporarily or permanently exclude them from the COMPANY's WEBSITE.
- (iv) Accept the Particular Terms and Conditions with respect to certain services, as determined in these General Terms and Conditions or, where applicable, in the Particular Terms and Conditions of said services.
- (v) Use the services, materials and/or activities of the COMPANY's WEBSITE for exclusively professional use, within the scope of its activity.
- (vi) Guarantee that the bookings and service proposals uploaded into the COMPANY's WEBSITE are given the same consideration and validity as bookings and service proposals sent via traditional means.
- (vii) Make proper and lawful use of the COMPANY's WEBSITE, in accordance with current legislation, morality, good practices and public order.



Under no circumstances, USERS shall not perform the following activities:

- (i) Disseminate content or propaganda of a nature that is pornographic, obscene, denigratory or incites or promotes the commitment of criminal, violent, defamatory or degrading acts on the grounds of age, religion or beliefs; or that directly or indirectly encourages, promotes or incites terrorism or that is of a nature that is contrary to human rights and the basic rights and freedoms of third parties, to current legislation, morality, good practices and public order, or with injurious intentions that could in any manner prejudice, damage or prevent access thereto, to the detriment of the COMPANY or third parties.
- (ii) Perform acts contrary to the intellectual and/or industrial property rights of their legitimate owners.
- (iii) Cause damage to the COMPANY's computer systems, those of its suppliers or third parties and/or introduce or disseminate computer viruses, malicious code or software or other type of systems that could cause damage or alterations in computer systems, or unauthorised alteration of the contents, programs or systems accessible through the materials or services of the COMPANY's WEBSITE, or in the information systems, files and computer equipment of the USERS thereof, or the unauthorised access to any materials and services of the COMPANY's WEBSITE.
- (iv) Transmit advertising via any means, particularly via electronic messages, when the remittance of said advertising has not been authorised by the recipient.
- (v) Use the COMPANY's WEBSITE, wholly or in part, to promote, sell, contract, disseminate proprietary or third-party advertising or information without the COMPANY's prior written authorisation, in relation to products, services and/or activities other than those offered by the USER to the COMPANY, or include hyperlinks on their private or commercial websites to the COMPANY's WEBSITE without the express authorisation of the COMPANY.
- (vi) Use the services, materials and/or services offered through the COMPANY's WEBSITE in a manner contrary to the General Terms and Conditions and/or Particular Terms and Conditions that control the use of a certain service and/or content, to the detriment of or undermining the rights of other users.
- (vii) Delete or modify in any way the protection or identification devices of the COMPANY or its legitimate owners contained in the COMPANY's WEBSITE, or the symbols, logos or trademarks that the COMPANY or third parties that legitimately own the rights thereto incorporate in their creation and may be subject to intellectual or industrial property.
- (viii) Include, without the COMPANY's prior written authorisation, "meta tags" corresponding to trademarks, logos, commercial names or distinctive signs property of the COMPANY or of any of the companies of PACHA GROUP on web pages controlled or owned by unauthorised third parties. Or use trademarks, logos, commercial names or any other



identifying sign that is subject to intellectual or industrial property rights, without the prior express written authorisation of their legitimate owner.

- (ix) Reproduce, wholly or in part, copy, distribute, rent, transform or grant public access to, through any public communication medium, the materials and information contained in the COMPANY'S WEBSITE, or include them in a different website without the COMPANY'S prior written authorisation.
- (x) Include, in a website owned or controlled by the COMPANY, a hyperlink that generates a window or session of the navigation software used by a USER of said website, in which proprietary trademarks, commercial names or distinctive signs are included and wherethrough the COMPANY'S WEBSITE is shown.

USERS shall be liable to the COMPANY, or third parties, for any damages or losses of any kind arising from the direct or indirect nonfulfillment of or noncompliance with these General Terms and Conditions. The COMPANY shall ensure compliance with the current legal system at all times and reserves the right to fully or partially refuse, at its sole discretion, at any time and without prior notice, access to any user to the COMPANY'S WEBSITE if one or several of the circumstances described in this clause are fulfilled.

5. INTELLECTUAL AND INDUSTRIAL PROPERTY

All the materials, information and/or services contained in the COMPANY'S WEBSITE shall be subject to current intellectual and/or industrial property legislation. Rights over materials, services, events, and other elements displayed on the COMPANY'S WEBSITE (including, for merely illustrative and non-limiting purposes, drawings, texts, graphics, photographs, audio, video, software, distinctive signs, etc.) are the property of the COMPANY and, when applicable, of any of the companies forming part of PACHA GROUP and/or, as the case may be, to third parties who have consented to the transfer thereof to the COMPANY or to PACHA GROUP. Likewise, the COMPANY and, when applicable, PACHA GROUP is the owner of the proprietary logos, commercial names, domains and trademarks. The materials, information and/or services uploaded into the COMPANY'S WEBSITE (photographs, audio, video, etc.) shall respect image and intellectual property rights (if any). The USER shall be solely responsible for any claim filed against the COMPANY as a result of the use and dissemination of said materials, information and/or services.

Access, navigation, use, uploading and/or downloading of materials and/or use of the services or activities contained in the COMPANY'S WEBSITE by the USER shall in no case be deemed to be a waiver, transmission, licence or total or partial transfer of the aforementioned rights by the COMPANY, and, when applicable, by PACHA GROUP and/or, as the case may be, by the owner of the corresponding rights. Consequently, users shall not delete, ignore or manipulate the copyright warning and any other data identifying the rights of the COMPANY, PACHA GROUP and/or its respective owners incorporated to the contents, services and/or activities, as well as the technical protection devices or any information and/or identification mechanisms that may be contained therein. In particular, the use of any materials or elements of the COMPANY'S WEBSITE for total or partial inclusion thereof in other websites outside of the COMPANY'S WEBSITE is strictly prohibited without the prior written



authorisation of the owners of the COMPANY's WEBSITE.

References to commercial or registered names and trademarks, logos or other distinctive signs, whether owned by the COMPANY, by PACHA GROUP and/or third-party companies, is implicitly prohibited without the consent of the COMPANY, of PACHA GROUP and/or their legitimate owners. In no case, unless expressly stated otherwise, shall the access to or use of the COMPANY's WEBSITE confer any rights on the USER over the trademarks, logos and/or distinctive signs included therein and protected by law.

All intellectual and/or property rights are reserved and, in particular, modifying, fixing, copying, reusing, exploiting in any way, reproducing, transforming, dubbing, subtitling, transferring, selling, renting, lending, publishing, making second or subsequent publications, uploading files, sending by email, transmitting, using, processing or distributing in any way all or part of the contents, elements and products, where applicable, included in the COMPANY's WEBSITE for public or commercial purposes other than those that are the object of the provision by the USER to the COMPANY is strictly prohibited without the express written authorisation of the COMPANY or, as the case may be, the corresponding rights owner. If the action or omission, fault or negligence directly or indirectly attributable to the COMPANY's WEBSITE USER that gives rise to the infringement of the intellectual and industrial property rights of the COMPANY, PACHA GROUP and/or third parties, gives rise to damage, losses, joint and several obligations, costs of any nature, penalties, coercive measures, fines and other amounts arising from any claim, demand, action, lawsuit or proceeding, whether civil, criminal or administrative, the COMPANY or, when applicable, PACHA GROUP shall be entitled to bring legal action against said user and claim any indemnity amounts, moral damages or damage to its reputation, consequential damages and loss of profit, advertising or any other costs by way of compensation, arising from penalties or judgments, late payment interests, cost of financing the total sum of the damages caused to the COMPANY, PACHA GROUP and/or third parties, legal and defence costs (including prosecutors and lawyers) in any proceedings in which the COMPANY and/or PACHA GROUP is sued for the previously expounded reasons, for the damages and losses arising from wrongful action or omission, notwithstanding the right to take any other action to which the COMPANY is entitled. Any claims that could be filed by the USER in relation to possible infringements of the intellectual or industrial property rights relating to the COMPANY, PACHA GROUP and/or third parties who have consented to the transfer thereof to the COMPANY or to PACHA GROUP, shall be addressed to the COMPANY's Legal Advisory Department, located for this purposes at Avenida Ocho de Agosto nº 27, 07800, Ibiza, Islas Baleares (Spain).

6. INFORMATION AND ELEMENTS OF THE COMPANY'S WEBSITE

(i) Company's corporate information

The USER is aware of and accepts that any data relating to the COMPANY, to PACHA GROUP or to any of the companies comprising said business group of an economic, financial and/or strategic nature (hereinafter, "**Corporate Information**") is provided solely for information purposes. The Corporate Information has been obtained from reliable sources. However, despite having taken reasonable measures to ensure that said information is truthful, actual and can reveal the COMPANY's corporate



results, the COMPANY does not declare or guarantee that it is accurate, comprehensive or updated, and should not be relied upon in absolute terms. The Corporate Information that can be found in the COMPANY's WEBSITE does not imply any kind of recommendation or investment and shall not be considered as such, or financial assessment of any kind, and no part of its content shall be taken as a basis for carrying out investments or making corporate decisions of any kind.

(ii) Information provided or published by USERS and/or third parties

The COMPANY's WEBSITE may include information or contents provided by sources other than the COMPANY, including information provided by the USERS of the COMPANY's WEBSITE themselves. The COMPANY does not guarantee or assume any responsibility for the accuracy, integrity or exactness of such information and/or contents.

USERS shall not introduce, store or disseminate, through the COMPANY's WEBSITE, any content or material that infringes intellectual or industrial property rights or, in general, any content which they do not have the right, pursuant to law, to reproduce, distribute, adapt, copy, fix or make it available to third parties. Information shall be understood to be elements or contents received by the USER in the COMPANY's WEBSITE, those received by any means, whether comments, suggestions or ideas, including those containing videos, texts, photographs, images, audio, software, etc. Said contents shall be considered to be transferred to the COMPANY free of charge, for the maximum time allowed and for everyone, and can be updated by the COMPANY within the limits established by the applicable legislation, there being no applicable obligation of confidentiality in relation to said contents or information, except the USER'S proprietary information or its supplier's proprietary information. The authorisation for the COMPANY to use the USER'S brand image, without compensation, for commercial purposes is understood to be included in this transfer.

Due to the large amount of material that can be housed in the COMPANY's WEBSITE, it is impossible for the COMPANY to verify the originality or non-infringement of third-party rights over the contents supplied by the USER, who shall be ultimately responsible for all the effects of the infringements that could eventually be committed as a result of supplying said information.

The COMPANY may modify the materials supplied by the USERS in order to adapt them to the formatting requirements of the COMPANY's WEBSITE.

The COMPANY is not responsible for the use made by the USER of the contents housed in the COMPANY's WEBSITE. Neither will it be responsible for controlling whether the contents infringe or do not infringe the rights mentioned in the preceding paragraphs.



7. LINKS OR HYPERLINKS TO THE COMPANY'S WEBSITE

Those USERS who wish to introduce links or hyperlinks from their own website to the COMPANY'S WEBSITE shall fulfil the terms and conditions set out below, the ignorance of which does not exempt the USERS from fulfilling the legal obligations arising therefrom:

- (i) The link or hyperlink shall only provide a link to the homepage or main page of the COMPANY'S WEBSITE, whereas it shall not reproduce it in any way (online, links, deep links, browser or border environment, copy of texts, graphics, etc.).
- (ii) The establishment of frames of any kind that wrap the COMPANY'S WEBSITE or allow the visualisation of part or all of the COMPANY'S WEBSITE through Internet addresses other than that of the COMPANY'S WEBSITE and, in any case, that allow the visualisation of elements of the COMPANY'S WEBSITE jointly with contents outside of the COMPANY'S WEBSITE, in such a manner as to: (i) induce or be susceptible to error, confusion or deceit of the users about the truthfulness of the origin of the elements displayed or the services used; (ii) represent an act of disloyal comparison or imitation; (iii) serve to take advantage of the COMPANY'S trademark and prestige and/or, when applicable, of PACHA GROUP'S trademark and prestige; or (iv) in any other way, be prohibited by current legislation.
- (iii) The page housing the link shall not carry out any type of false, inaccurate or incorrect manifestations about the COMPANY, its employees, clients or about the quality of the services it renders.
- (iv) In no case shall the page housing the link suggest or state that the COMPANY has given its consent for inserting the link or otherwise sponsors, collaborates, verifies or supervises the publisher's services.
- (v) The use of any pictorial or mixed trademark or any other distinctive sign of the COMPANY on the publisher's website is prohibited except in the cases envisaged by law or expressly authorised by the COMPANY and provided that, in these cases, a direct link with the COMPANY'S WEBSITE is permitted in the manner established in this clause.
- (vi) The page establishing the link must faithfully comply with the law and cannot in any case link to contents of its own or of third parties that:
 - a. are illegal, harmful or immoral and indecent (including for example, but not limited to pornography, violent, racist, etc.);
 - b. induce or may induce in the user a false conception that the COMPANY subscribes, backs or adheres or in any supports the publisher's ideas, manifestations or expressions, whether legal or illegal; and (iii) may be inappropriate or irrelevant to



the COMPANY's activity regarding the place, contents and subject matter of the publisher's website.

(vii) The authorisation to insert a link or hyperlink does not imply, in any case, the COMPANY's consent to reproduce the visual and functional aspects of the COMPANY's WEBSITE and/or contents. In particular, the authorisation to insert hyperlinks in the COMPANY's WEBSITE shall be subject to the respect for human dignity and freedom. The website in which the hyperlink is established shall not contain unlawful information or content contrary to morality and good practices and to public order, neither shall it contain content contrary to any third-party rights.

(viii) The establishment of the link does not imply, in any case, the existence of a relationship between the COMPANY and the owner of the page in which it is established, nor the COMPANY's acceptance and approval of the contents or services offered therein and made available to the public. The COMPANY and/or PACHA GROUP may request, at any time and without need to justify said request, the elimination of any link or hyperlink to the COMPANY's WEBSITE, whereupon the website owner publishing the link to eliminate it immediately.

8. USE OF COOKIES

The COMPANY uses cookies to customise user navigation through its COMPANY's WEBSITE. Cookies are files sent by a browser by means of a web server for maintaining the browsing session, storing their IP address (of their computer) and other possible navigation data. Beacons are electronic images that allow the COMPANY's WEBSITE to count the number of visitors and USERS who have logged into the COMPANY's WEBSITE and access certain cookies. These cookies allow the COMPANY's server to recognize the browser of the USER'S computer for the purpose of facilitating navigation and measuring the number of hits and traffic parameters (by means of beacons), and controlling the progress and number of logins, by using the information contained in the cookies in an unrelated manner with respect to any other existing user data. For further information on cookies, please read the COMPANY's Privacy Policy and the COMPANY's Cookies Policy available at the COMPANY's WEBSITE.

9. WARRANTIES

The COMPANY declares that it has adopted all the necessary means, within the scope of its possibilities and the current state of the art, to guarantee the proper functioning of the COMPANY's WEBSITE and to avoid the existence and transmission of viruses and other harmful or malicious components to USERS. If the USER is aware of the existence of any unlawful or illegal content, contrary to copyright



laws or which infringes intellectual and/or industrial property rights, he or she shall notify the COMPANY or to PACHA GROUP immediately so that it may adopt the relevant measures.

10. LIABILITIES

The COMPANY and, when applicable, PACHA GROUP are released from all liability for damages and losses of any kind and nature in the following cases:

- (i) Impossibility or difficulty in the connection used to access the COMPANY'S WEBSITE, service interruptions, delays, errors and malfunctions thereof, regardless of the type of connection or technical means used by the USER.
- (ii) Interruption, suspension or cancellation of the access to the COMPANY'S WEBSITE and for the availability and continued operation of the COMPANY'S WEBSITE or of the services and/or elements thereof, due to the interruption of the technical maintenance service of COMPANY'S WEBSITE or for causes beyond the COMPANY'S control or due to the services of the information service providers.
- (iii) Malicious or negligent actions of the USER or due to force majeure and any other causes beyond the COMPANY'S control.
- (iv) Specialised attacks by so-called "hackers" or third parties to the security or integrity of the computer system, provided that the COMPANY has adopted all the existing security measures within its technical possibilities.
- (v) Damages or losses caused to the information, contents, products and services provided, communicated, housed, transmitted, displayed or offered by third parties external to the COMPANY, including information society service providers, through a website which can be accessed through a link provided on this site.
- (vi) Any loss or damage to the USER'S software or hardware arising from the access to the COMPANY'S WEBSITE or from the use of the information or elements contained therein.
- (vii) Suitability, reliability, availability, timeliness or accuracy of the information or services contained in the COMPANY'S WEBSITE, or the direct or indirect damages caused in relation to the use of the information or elements contained therein.
- (viii) Processing and subsequent use of personal data carried out by third parties external to the COMPANY, as well as the ownership of the information requested by said third parties.

The USERS of the COMPANY'S WEBSITE shall be personally liable for the damages and losses of any nature caused to the COMPANY or to PACHA GROUP, directly or indirectly, as a result of the nonfulfillment of any of the obligations arising from these General Terms and Conditions. In any case, regardless of the cause, the COMPANY shall not assume any responsibility whatsoever, whether for direct or indirect damages, consequential damages and loss of profit. The USER shall be solely responsible for the infringements incurred or the damages he or she causes to the COMPANY'S



WEBSITE, which is exonerated from any liability. The USER is solely responsible for any claim or legal, court or out-of-court proceedings initiated by third parties against the COMPANY, PACHA GROUP or against the USER on the grounds of the use of the service or for the information sent to the COMPANY by any means. The USER assumes all the expenses, costs and indemnities incurred by the COMPANY arising from such claims or legal actions.

The COMPANY places a series of links, banners or other type of links that could give the USER access to third-party websites at the user's disposal.

Access to other third-party websites through said connections or links shall be provided under the USERS' sole responsibility. The COMPANY shall not be responsible, in any case, for the damages or losses arising from said use or activities.

In relation to responsibility for content, the COMPANY and/or PACHA GROUP shall never be responsible in the following cases:

- (i) For the damages or losses caused by the information, contents, products and services provided, communicated, housed, transmitted, displayed or offered by third parties external to the COMPANY, including information society service providers, through a website that can be accessed via a link on that site.
- (ii) For any damage or loss in the user's software or hardware arising from the access to the COMPANY's WEBSITE or from the use of the information or applications contained therein.
- (iii) For the suitability, reliability, availability, timeliness or accuracy of the information or services of the COMPANY's WEBSITE, or for the direct or indirect damages related to the use of the information or applications contained therein.

The COMPANY publishes its contents in Spain. Given the "non-territorial" nature of Internet connections, the COMPANY does not guarantee the suitability or availability of the COMPANY's WEBSITE outside Spain. Should any or all of the contents or elements housed in the COMPANY's WEBSITE be considered illegal in other countries, access thereto and use thereof by the USERS is prohibited and, in the event that these occur, shall be exclusively under the USERS' responsibility, whereupon the USERS undertake to fulfil and comply with the applicable laws of these countries.

11. MISCELLANEA

The access to, contents and services offered through the COMPANY's WEBSITE are initially indefinite, unless established otherwise in the General Terms and Conditions or the legislation applicable at any given time. However, the COMPANY reserves, without need for advanced notice and at any time, the right to suspend, refuse or temporarily or definitively restrict access to the COMPANY's WEBSITE, to make the changes and amendments it deems relevant to the COMPANY's WEBSITE, services, material, activities or information offered, to the presentation or location thereof and to the General Terms and Conditions without having to indemnify the USER in any way.



Any clause or provision of these General Terms and Conditions that is or is deemed to be illegal, invalid or unenforceable shall be excluded and replaced by another similar one, without affecting or altering the other provisions, which shall not be affected by any illegal, invalid or unenforceable clause or provision, but rather shall be completely valid. The COMPANY excludes any type of warranty and, therefore, is released from all liability arising from the preceding points and from other aspects that may not be envisaged herein.

All the information received in the COMPANY's WEBSITE shall be deemed to be transferred to the COMPANY free of charge. Email or electronic mail shall not be deemed to be a valid means for filing content-related claims. For such purpose, users shall write to the COMPANY's Legal Advisory Department, located for this purposes at Avenida Ocho de Agosto nº 27, 07800, Ibiza, Islas Baleares (Spain), which will indicate the procedure to be followed.

These General Terms and Conditions are governed by Spanish law.

The parties freely subject themselves, for conflict resolution and waiving any other jurisdiction, to the Courts and Tribunals of the City of Ibiza.

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