

10DENCEHISPAHARD (hereinafter cdmn) INFORMS THAT THESE TERMS AND CONDITIONS ARE EXCLUSIVELY APPLICABLE TO THE “REFER-A-FRIEND” PROGRAM OF cdmn. BY REQUESTING TO JOIN THIS PROGRAM, YOU ACKNOWLEDGE HAVING READ, UNDERSTOOD, AND EXPRESSLY ACCEPTED THE TERMS AND CONDITIONS APPLICABLE TO SUCH PROGRAM.

THESE TERMS AND CONDITIONS CONSTITUTE A BINDING CONTRACT BETWEEN THE USER OR REFEREE AND cdmn.

1. DEFINITIONS

- **Us:** Refers to **cdmn**, the company offering the “Refer-a-Friend” program, which provides registered users with the opportunity to earn benefits by referring new customers.
- **User:** Any person who registers and uses the services of **cdmn**, including both referrers (those who refer new customers) and referees (new customers brought in by a referrer).
- **“Refer-a-Friend” Program:** A referral program designed by **cdmn** to incentivize and reward current users for bringing new customers to the company.
- **Referrer or “the one who refers”:** An existing user of **cdmn** participating in the “Refer-a-Friend” program by inviting new users (referees) to register and purchase products or services from **cdmn**.
- **Benefits:** The rewards, incentives, or compensation that **cdmn** offers to both referrers and referees because of a successful transaction based on the referral.
- **Referred Third Parties:** Individuals or entities that register and purchase products or services from **cdmn** after being referred by a user participating in the “Refer-a-Friend” program. These new customers contribute to the growth of **cdmn’s** user base and generate benefits for referrers.
- **Referral Platform:** The online tool or interface provided by **cdmn** through which referrers can manage their referral activities, including sending invitations to potential referees, tracking their successful referrals, and managing their accumulated benefits.

2. WHAT IS THE “REFER-A-FRIEND” PROGRAM?

The “Refer-a-Friend” program offers registered users (referrers) the possibility to earn benefits by referring **cdmn’s** services to third parties (referees), who ultimately register and make one or more purchases of **cdmn** products or services through the referral platform. The compensation will be calculated based on the number of referees who create an account and complete purchase transactions for **cdmn** products or services.

3. AGREEMENT

3.1. These terms and conditions regulate a binding collaboration agreement between referrers and **cdmn**, by which referrers will recommend **cdmn’s** products, services, and its “Refer-a-Friend” program.

3.2. Referrers are responsible for determining, at their own risk, the most effective way to make these recommendations through the means offered by **cdmn**, as well as the frequency of such activities, always respecting the applicable terms and conditions.

3.3. Referrers are solely responsible for the means, technologies, and third parties they use to make such recommendations. Therefore, referrers are free to contract as many providers as they wish to act as referrers.

3.3.1. Referrers are solely responsible for the providers they hire, including their management, control, payments, or any other obligations arising from the relationships they enter into with such third parties.

3.4. Any activity carried out under this “Refer-a-Friend” program shall be consistent with the terms and conditions set forth herein, but at no time does **cdmon** obligate referrers to perform specific or concrete activities.

3.5. Referrers are solely responsible for compliance with any obligations arising from their activity, whether tax, social security, or any other type.

3.6. The relationship between **cdmon** and the referrer shall at all times be one of independent parties, and in no case shall the collaboration agreement established herein imply employment, commercial, or other dependency. Each party acts on its own account and at its own risk, without the responsibilities or obligations associated with the activity of each being transferable to the counterpart.

3.7. The referrer undertakes not to bind **cdmon** with third parties, whether public entities, private entities, or other referrers. The referrer shall not be considered as an employee, agent, or representative of **cdmon** under any circumstances, neither for the purposes of fulfilling tax or social security obligations nor for any other purpose. In the event that, due to legal or judicial implications, the referrer is considered as an agent, representative, or employee of **cdmon**, the referrer agrees to indemnify, hold harmless, and defend **cdmon** from direct or indirect damages and liabilities or other obligations arising from claims made by any person or entity in such cases.

4. REGISTRATION IN THE PROGRAM

4.1. By registering, the referrer commits to providing truthful, complete, and up-to-date information both at the time of registration and at all times during their relationship with **cdmon**.

4.2. **cdmon** reserves the right to reject any registration that does not respect or agree with the standards set by them.

4.3. Each user may register for only one referral account, and should **cdmon** detect an attempt to create a second account, it reserves the right to reject such registration and take further measures.

5. PROGRAM DESCRIPTION

Below are the main features of the program.

5.1. No limit on referrals. An unlimited number of users or individuals (referred third parties) can be invited.

5.2. Duration of referee status. The status of a referee will be maintained during the first year of the referee's involvement.

5.3. cdmon reserves the right to unilaterally modify the requirements for access to the program and its benefits. Such updates will be notified to the referrers through the available means (website, app, email, etc.)

5.4. Referral code. Each referrer will have a unique code to invite as many users as they wish.

5.5. Exclusion of Current Customers. It is expressly prohibited to invite individuals or entities who, at the time of the launch of the program, are already clients of **cdmon**, either directly or indirectly. This measure aims to incentivize the expansion of **cdmon's** market reach by attracting new clients who are not currently associated with our services.

6. OPERATION OF THE "REFER-A-FRIEND" PROGRAM

6.1. To acquire the status of referrer, one must have a registered and verified user account in **cdmon**.

6.2. Access your referral platform and create a referral code.

6.3. The user can share their code with one or more people.

6.4. The referrer can analyze, manage their balance, and control the profitability of their activity as a referrer from the control panel that **cdmon** provides.

6.5. From their own control panel, the referrer can manage the benefits obtained in accordance with these terms and conditions.

7. ECONOMIC TERMS

Both the referee and the referrer will receive a benefit.

1. The referee will obtain a 5% discount off the subtotal of the purchase (before taxes).
2. The referrer will receive 5% of the subtotal of the purchase (before taxes) as balance.

The referrer will receive this amount 30 days after the purchase. The referrer will not be able to request or obtain the reimbursement of the balance generated through the program, as it must be consumed in **cdmon** products or services.

8. OBLIGATIONS OF THE REFERRERS

Referrers are committed to acting in good faith and in accordance with the policies established by **cdmon** when participating in the "Refer-a-Friend" program. Obligations include, but are not limited to:

1. **Ethical Promotion:** Referrers must ensure that all communications and promotions made on behalf of the "Refer-a-Friend" program are honest, transparent, and respect the privacy and dignity of potential referees.
2. **Regulatory Compliance:** Referrers must comply with all applicable laws and regulations in their jurisdiction, including those related to advertising, email marketing (antispam), and personal data protection.
3. Referrers must refrain from creating or using materials that could confuse or mislead potential referees.

4. Prohibition of Deceptive Activities: Referrers must not employ deceptive, coercive, or unethical practices to attract new referees. This includes, but is not limited to, the promise of benefits not authorized by **cdmon**.

9. PRIVACY - PROTECTION OF PERSONAL DATA

cdmon commits to protecting the privacy and personal data of all participants in the “Refer-a-Friend” program, in accordance with applicable data protection legislation, including the General Data Protection Regulation (GDPR) of the European Union and any other relevant local legislation.

1. Personal Data Processing: **cdmon** will process the personal data of referrers and referees only for the purposes of the “Refer-a-Friend” program and in accordance with its Privacy Policy, available on our website.
2. Consent: By participating in the “Refer-a-Friend” program, referrers expressly consent to the collection, use, and disclosure of their personal data by **cdmon** as described in the Privacy Policy and these conditions.
3. Rights of the Data Subjects: Participants in the program have the right to access, rectify, erase, or limit the processing of their personal data, as well as to object to it and to the portability of their data, in accordance with applicable legislation.

10. MODIFICATION OF THE TERMS

10.1. We reserve the right at any time to make any changes or modifications we deem appropriate to the general conditions.

10.2. Any change to the conditions or any of the legal texts hosted on the website will be notified by email and/or on the website itself.

11. BREACH AND LIABILITY

11.1. In the event of a breach, we reserve the right to exercise at any time, within the legal deadlines contemplated, any legal action or claim.

11.2. The referrer must defend, indemnify, and hold **cdmon** harmless from and against any loss, damage, both moral (including reputational) and economic (including actual damage suffered and loss of profit), liability, deficiencies, claims, actions, judgments, settlements, interest, fines, penalties, costs, or expenses of any kind, including justified fees of notaries public, lawyers, solicitors, and experts, and any other expenses or costs related to the exercise of a right to compensation incurred by **cdmon** resulting from or arising out of the claim, procedure, or action brought by a third party in direct or indirect relation to:

- (i) the lack of diligence of the referrer in not complying with their respective tax and social security obligations;
- (ii) failure to comply with any obligations or principles associated with data processing as controller and processor;
- (iii) breach, non-observance, or contravention of any other regulation applicable to their activity in the “Refer-a-Friend” program.

12. MISCELLANEOUS

12.1. The partial or total nullification of any of the clauses of these conditions will not affect the validity of the rest, so they will remain in force until the moment of expiration of their validity.

12.2. In cases of interpretation issues related to these conditions, the meaning of the rest of the conditions should be considered so that the integration of new solutions is as similar as possible to the replaced text.

12.3. These conditions, and any document expressly referenced in them, constitute the entire agreement between the members of the “Refer-a-Friend” program and **cdmon** and supersede any other previous pact, agreement, or promise.

12.4. The headings of the various clauses are for informational purposes only and will not affect, qualify, or expand the interpretation of this contract.

13. APPLICABLE JURISDICTION

13.1. The parties agree and accept to submit any matter to the Courts and Tribunals of the province of BARCELONA, expressly waiving any other jurisdiction they may have, in the case of litigation arising from the interpretation, execution, or resolution of this contract, which will be resolved in accordance with the applicable provisions of Spanish law.