

Latch Service Agreement for Developers

Updated: July, 2018

Effective: July 16, 2018

Thanks for choosing the Latch Service for Developers.

1. Introduction

Telefónica Digital España, S.L.U., is a Spanish company with CIF B-86362886 and corporate address in Madrid, Ronda de la Comunicación, s/n, Edificio Central, Distrito C (referred to as “TDE” or We).

TDE is the holder of the Latch Service for Developers (the “Service”), and this is our Latch Service Agreement for Developers (“Service Agreement”).

2. What the Service Agreement Covers

This is a legal contract between you (the “Developer”) and TDE. By using or accessing the Service, you confirm that the “Developer” agree to these terms, our [Latch Terms of Use](#) and [Privacy Policy](#). If you don't agree, don't use the Service.

These terms apply to the Service and to any update, releases, upgrades, future versions, supplements or associated components and printed material and/or online or electronic documentation.

3. Using the Service

Latch is a service that reduces the exposure of your online services by allowing end users to easily block access to them when they are not in use. This ensures that the time during which the services are exposed to current threats is reduced, minimizing the consequences of identity theft or unwarranted use.

Latch is available for end users as a smartphone or tablet app (such as Latch for Android, Latch for Windows Phone or Latch for iPhone). In order to block or unblock their online services account, or features defined by the Developer, end users must download the Latch application (owned by TDE) from an authorized app store on to a mobile device listed on latch.elevenpaths.com as a supported device and operating system.

The Service is intended for you to add an extra level of security to your online services or websites. Integrating Latch with your online service will allow your end users to temporarily lock the service account, or the service features you define, when they don't use them. Latch helps you reduce the risk of attacks directed to your online services reducing the time the services are accessible.

The Developer is responsible for performing the relevant integrations within its service and several APIs/SDKs are provided for this purpose as well as a range of documents and guides to make the task easier. Ready developed plugins are provided as an example only and are distributed without guarantees of any kind, meaning the Developer is solely responsible for the correct operation of Latch integrated in its service.

Services will collect the necessary information to ensure their correct operation as detailed in our privacy policy.

The Service may be invalid for use with certain online services, and TDE may deny registration with the Service due to legal or regulatory limitations based on the Developer's location or for technical reasons derived from said restrictions. The Developer must not attempt to circumvent the aforementioned limitations in relation to the Service.

When using the Service, you must comply with this contract, all applicable laws, and other notices we provide. You may not use the Service in any unauthorized way that could interfere with anyone else's use of it or to gain unauthorized access to any service, data, account, or network.

You may start using the service as soon as you have finished the sign-up process.

You can report any illegal or inappropriate use of the Latch Service for Developers at latch-support@support.elevenpaths.com.

3.1. Prohibited Uses

The Developer should not integrate Latch with online services or websites that:

- Incite, advocate, or express obscenity, vulgarity, profanity, hatred, bigotry, racism, or gratuitous violence;
- Misrepresent another individual or entity;
- Are intended to harm or exploit minors in any way;
- Are illegal or violate any applicable local and national laws; including but not limited to child pornography, bestiality, incest, illegal drugs, software piracy, and harassment;
- Threaten, stalks, defames, defrauds, degrades, victimizes, or intimidates an individual or group of individuals for any reason; including on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion; or incites or encourages anyone else to do so;
- Harm or disrupt, or intend to harm or disrupt another user's computer or would allow you or others to illegally access software or bypass security on Web sites, or servers, including but not limited to spamming;
- Promote or otherwise facilitate the purchase and sale of ammunition or firearms;
- Provide or create links to external sites that violate this Service Agreement.

3.2. Subscriptions

Developers can access Latch services through any of the TDE Subscription options. The different subscriptions are based on the consumption of the service, calculated in relation to the number of accounts of an online service or website that pair the Latch service with that online service or website.

Each subscription option gives different rights in terms of consumption limits, service levels, support options and available Latch functionalities. The Latch website (<https://latch.elevenpaths.com/www/subscription.html>) provides information on the subscription options for the service, as well as on the prices and payment conditions, which can generally be classified as follows:

- Free service: free service limited to a specific number of accounts ("Account quota") and with limited functionality.
- Premium service: subscription service based on payment of a fee that grants a license to use the service for a given number of accounts and gives access to certain features for a specific period of time. The different options of the Premium service and the features of each one and their prices are detailed on the Latch website. Total payment of the fee for the period is made at the time of purchase. At the end of the initial period, the subscription is renewed automatically and for the same period of time, unless you choose not to renew it, in which case you can access the My Subscription page in your private area of the portal for Latch Developers and select the option to cancel the subscription at least 24 hours prior to renewal.

The Premium Service is hereinafter referred to as "Paid Subscriptions".

With respect to any offerings available free of charge, provisions in this agreement with respect to pricing, cancellation fees and payment do not apply.

A single company will not be allowed to create different developer accounts for the same online service. In this case, We will be able to cancel the Service.

3.3. Limited Offers

If you are accessing the Service through some limited offer which you received or purchased from TDE ("Limited Offer"), this Service Agreement apply to your access to the Service. Any separate sets of terms and conditions presented to you along with Limited Offer also apply to your access to the Service using the Limited Offer.

3.4 Trials

From time to time, we may offer trials of a Paid Subscription for a specified period without payment (a "Trial"). TDE reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and to withdraw or to modify a Trial at any time without prior notice and with no liability.

For some Trials, we'll require you to provide your payment details to start the Trial. At the end of such Trials, we may automatically start to charge you for the Paid Subscription on the first day following the end of the Trial. By providing your payment details in conjunction with the Trial, you agree to this charge. If you do not want this charge, you must change your Subscription to the Free Service through the setup options on the My Subscription page in your private area on the Latch website <https://latch.elevenpaths.com/www/>.

4. Pricing, Payments, Renewals, and Taxes

4.1. Pricing and payment

The prices and the methods of payment for the Service are available on the Latch website (<https://latch.elevenpaths.com/www/subscription.html>). Total payment of the fee for the period is made at the time of purchase. The payments are due and must be made according to the payment option you select for the service.

The applicable price will be based on actual usage as set out in section 3.2, and is subject to change at any time through notice given at least 30 days prior to its effective date. The new terms and conditions will apply as of that date to all the users who do not cancel the service on that date. Notwithstanding the foregoing, we can inform of changes to these terms and conditions by sending an alert to the e-mail address or cellphone number provided by the user during the registration process or on a later date.

4.2. Renewals, upgrades and downgrades

You can update your subscription at any time by signing up for a license or type of subscription that enables a higher (upgrade) or lower (downgrade) number of accounts. In the case of an upgrade, the price payable for the update will be calculated based on the moment of the contractual period in which it is done. Before making the purchase you will be informed of the update's price and the license's new validity period. In the case of a downgrade, no refund will be made and you will be informed of the license's validity period before the downgrade takes place. You should check the prices and validity periods on the page <https://latch.elevenpaths.com/www/subscription.html>.

Paid Subscriptions will be renewed automatically at the end of the period, unless you specify otherwise on the My Subscription page in your private area on the Latch website <https://latch.elevenpaths.com/www/> up to 24 hours prior to the expiry of the period. By default, the same number of accounts contracted in the previous period is renewed. You can choose to increase or reduce the number of accounts contracted in your license for the next renewal.

If the subscription is renewed for a license that allows for a lower number of accounts than the license for the previous period (license downgrade), the use of Latch will be automatically limited to the number of accounts allowed by the new license. If your service has a number of paired accounts which is higher than the number allowed by the license, the last accounts that have been paired and exceed the account quota will be disabled automatically (the latches will remain unlocked and the user may not change their status).

For free Subscriptions, renewal is unnecessary because your ability to use the Service will continue until the applicable User Quota or the API query limit is reached.

Trial Subscriptions cannot be renewed.

4.3. Taxes

As stated on the website, the prices posted will be increased by the applicable VAT rate and can be checked duly broken down before signing up for the Service when you indicate your place of residence. You must pay any value-added, sales and other taxes on goods and services owed in relation to any Paid Subscription under this agreement and which may be collected under applicable law. You are responsible for paying applicable stamp duty and any other tax you are legally required to pay. We will bear all taxes related to our net income and property rights. If it is necessary to withhold taxes on your payments to us, you must deduct such taxes from any amount you owe us and pay it to the competent tax authority, as long as you can secure and provide an official receipt for such withholdings and other documents we may request to claim a refund or foreign tax credit. You must make sure that all taxes withheld are reduced as far as possible in accordance with applicable law.

4.4. Payments, cancellations and period of reflection

When you buy a Paid Subscription, you are consenting to TDE storing your payment details. Moreover, you agree to pay the applicable prices in relation to the Paid Subscription plus all applicable taxes, and pay us back all costs and late payment interest at

the legal rate published each year on the Spanish Budget Act for any overdue and unpaid amounts. Failure to fulfill your payment obligations may result in termination of your subscription. Depending on the place where the transaction is made, the type of payment method used and the place where your payment method is issued, your transaction with us may be subject to rates for foreign currency exchange or price differences resulting from application of the exchange rates.

TDE does not support all payment methods, currencies or territories for making payments. If the payment method you use to carry out business transactions with us, for example, a credit card, has expired and you fail to edit the information related to your payment method or cancel your account or the Paid Subscription, you authorize us to continue billing you using that payment method and you take full responsibility for the amounts owed and not collected. Your obligation to pay the rates continues to be in force until the end of the subscription period during which you cancel your subscription. All applicable taxes are calculated based on the billing information you provide us before you buy the subscription. In addition, if you need a printed invoice reflecting your transaction with us, you can access the invoice through your Latch account setup in the menu "My Subscription -> Billing Information" on the portal for Latch Developers. For more information, please check with our Customer Support service on latch-support@support.elevenpaths.com.

You can cancel your Paid Subscription on the Latch website at any time. No cash penalty will be applied for cancellation. At the time of cancellation you can decide whether you want to cancel the subscription at that very moment or at the end of the subscription period. No refund will be made if you cancel the subscription before the end of the validity period. Once the Service is canceled, the Latch protection will be disabled automatically for the users of that service (the latches will remain unlocked and the user may not change their status). The user will receive a notification informing of the disabling.

If you are a user, a resident in a European Union country and you have bought a Paid Subscription, you are entitled to change your mind and receive a full refund within fourteen (14) days of the date of purchase (the "Period of reflection"), but only if you have not started to use the Service; if you have, no refund will be made

5. Registration and Data Protection

To create a new Latch Developer account, or to upgrade to it from a Latch user account, you must provide us with your user name, email address, a password, personal or company identification number and your address.

TDE recognises the importance of protecting your privacy as a Latch developer, and as such you can consult the Privacy Policy [here](#).

6. Your Service Account

Your account's credentials can only be used: (i) by yourself and (ii) by the persons authorized by you, in which case you are required to inform such persons of the obligations arising from these terms and conditions; in any event, you are responsible for the acts and/or omissions in the use of such credentials by the persons you authorize. You are responsible for keeping your account's credentials and not disclosing them in order to prevent unauthorized access.

Should a third party, one of your providers, provide support for your end users, you are required to ensure that the third party complies with, and accepts in writing the terms and conditions of this "Service Agreement", and you are also responsible for non-compliance by the third party.

If the Developer suspects that his account is being misused or the security of the service is being breached, you must contact TDE immediately. You are responsible for all activities carried out in your service account.

7. Internet Access May Be Required

To access the service by means of a cellular data connection on a portable device (such as a Windows Phone), you will need a data access plan from your wireless carrier. In order to access the service via WiFi or Internet connection, you will need a compatible device, software, browser and Internet access. Check with your provider to learn if any fees apply. You are solely responsible for any fees or costs you incur to access the services through any wireless or other communication service.

8. Your Online Service Data

Latch is an extra layer of security implemented over online services or websites. It is independent of the specific functionality offered by the online service or website where you implement it. TDE holds no responsibility over your online service or website.

8.1. The information we collect, how we use it and how we share it

Latch does not store or handle any of your end users' private information related to your service. We collect information related to your end user's use of the Latch service (such as the number of times they lock or unlock your service) as well as the number of valid and invalid attempts to access your service.

We will share this information with the end users at individual level and with you in the form of statistics, using aggregate and anonymous information, or in any other format that does not reveal the identity of your end users.

We don't store any information about your online service's operation or authorization systems and processes. Anytime your service requests the status of any Latch user, we just store:

- Account identification
- Date and time
- Application
- Status (on/off)

Upon expiry of this Service Agreement, we will retain aggregate and anonymous information about your Service (such as the use of Latch in your service, statistics on access attempts, etc.). This information will be kept in a format which does not reveal your service, web site or any of your user's identity.

Your information will be processed in a confidential way and shall not be disclosed to any third party, except for these limited purposes:

- to fulfill the requirements set out by law,
- or respond to summonses related to legal processes, including government and legal agencies,
- or to bring (or look into the possibility of bringing) legal actions, including but not limited to those necessary to protect the rights or property of TDE or of our clients, including the application of the terms that govern the use of the services.

9. Use of your logo or trademark

When you create your Application in the Latch service, we request you an image file with your logo or service trademark. This image is used to identify your service or website in the Latch mobile app dashboard services list. Including your logo or service trademark enhances your service, making it easier for end-users to find it in their dashboard. While it is optional to add an image to your Application, we strongly recommend treating it as required. By signing up to this agreement, You give TDE a royalty free, worldwide license to use your logo or trademark for the purposes of the Service. You declare that you have all rights in relation to such brand and hold TDE harmless against any damage arising from its use by TDE (or by third parties authorized by TDE).

9.1. Images Policy

- You are responsible for the images you submit.
- When you submit artwork, only submit images you can legally share.
- Images cannot contain any of the following:
 - Website addresses
 - The words "Latch", "ElevenPaths" or "Telefónica Digital España, S.L.U"
 - References to illegal drugs, profanity, or violence
 - Images or language that could be construed as racist, misogynist, or homophobic.
 - Imagery depicting sex, violence, gore, drugs, explicit language, or hate themes, and in general any illegal image.
 - Nazi symbolism restricted by the Strafgesetzbuch section 86a, if the content is visible in DE, AT, or CH
- Images that do not meet this guidelines, or do not meet our presentation standards, will not be used.

10. Latch SDKs, Plugins and Documentation

We provide different SDKs, plugins and documentation ("Resources") to help you integrate the Latch service with your online service or website.

The Developer can find these Resources on the Developer Page (Developer Area). TDE reserves the right to change these Resources at its sole discretion and without the need for prior notification.

TDE is not responsible for failings and/or damage caused to the Developer and/or third parties as a result of the integration wherever this fault and/or damage occurred as a result of the developer's failure to comply with the implementation instructions covered in the resources section.

10.1. SDKs & Plugins License

All the Resources are licensed under the open source LGPL 2.1. license unless otherwise stated on the Latch webpage, and governed by the terms of LGPL 2.1 license and this Service Agreement.

Resources licensed under proprietary license are governed by the terms of their specific software license and this Service Agreement.

10.2. Use of the SDKs & Plugins

Without limiting the foregoing, unless otherwise stated by a specific license, you may not:

- Sell access to the Resources or distribute the Resources packed with adware or toolbars installers;
- Use the Resources and any metadata made available via the Resources for any purpose which is unlawful, defamatory, threatening, discriminatory, harassing, abusive, hateful, infringing of the rights of others or damaging to TDE reputation;
- Disable or otherwise interfere with the proper functioning of the Resources or the metadata made available via the Resources; or
- Make service calls via the Latch API in a quantity or manner that is not reasonably necessary to exercise your rights under this Agreement

10.3. Support and Modifications

In order to ensure continual improvement of the Service, TDE reserves the right to provide you with support or make changes to the Resources at its sole discretion, and also to stop providing them, without notice and without incurring any responsibility in this regard. Moreover, TDE reserves the right to present new versions of the Resources and ask you to use such updated versions. Continued use of the Resources by you after an updated version is launched will indicate your acceptance of the changes made to the Resources. In addition, and given the impossibility of maintaining different versions of the Resources, after a certain period from the posting of an update, the old versions will no longer be supported and/or may limit the use of certain functions. For this reason, when posting a new update, TDE may indicate the deadline by which you must start using the amended version; after this deadline, if you are using an obsolete version, you may experience limitations in the use of the Service, and TDE accepts no responsibility in this regard, as it entails your failure to meet the specified deadline.

10.4. Fees

The Resources are currently provided for free, but TDE reserves the right to charge for new Resources developed or for future updates to existing resources.

10.5. Feedback

You have no obligation to give us any suggestions, comments or other feedback ("Feedback") relating to the Resources. However, we may use and include any Feedback that you voluntarily provide to improve the Resources and/or any other of our products, services, or technologies. Accordingly, if you give Feedback, you agree that we may freely use, reproduce, license, and distribute such Feedback. You also agree not to provide Feedback that you know is subject to any intellectual property claim by a third party or any license terms that would require products or services derived from that Feedback to be licensed to or from, or shared with, any third party.

11. Support Services

Support for the Service will be provided through the online help documentation on the Latch webpage or you may contact TDE through the following address latch-support@support.elevenpaths.com or any other address stated by the web page (latch.elevenpaths.com), informing us about any error occurred. TDE will make reasonable efforts to provide you with support services. To the extent maximum permitted under the applicable law, these are the only support obligations to which TDE is committed under this Service Agreement.

Paid Subscriptions may entitle to additional support options as stated on the Latch web page.

12. Contributions to TDE

By submitting ideas, suggestions, documents, or proposals ("Contributions") to TDE through its contact or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) TDE is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) TDE shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) TDE may have something similar to the Contributions already under consideration or in development; (e) you irrevocably non-exclusively license to TDE rights to exploit your Contributions; and (f) you are not entitled to any compensation or reimbursement of any kind from TDE under any circumstances.

13. How we May Change the Contract

TDE reserves the right to modify this Service Agreement without prior notice and, should it do so, by notifying the Developer of the publishing of new terms, which will come into force after a period of 15 calendar days has elapsed following their publication. If the Developer does not agree to the changes, they should cancel their subscription and stop using the Service. If the Developer continues to use the Service after the aforementioned period, the new terms will apply.

14. Changes to the Service

We continuously work to update, improve and expand the Service and may change the Service at any time.

When we make changes to the Service that we consider material, we'll notify you through the Service or the Latch website. We may modify, replace, refuse access to, suspend or discontinue the Service, partially or entirely, or change and modify prices prospectively for all or part of the Services for you or for all our Developers in our sole discretion. All of these changes shall be effective 15 days upon their posting on the Latch web site or by direct communication to you unless otherwise noted. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

15. Termination

The Service Agreement is effective until terminated by you or TDE. Your rights under this Service Agreement will terminate automatically without notice from TDE if (i) you fail to comply with any terms of this Service Agreement (ii) TDE determines, in its sole discretion, that the provision of the Service to you is prohibited by applicable law or has become impractical or unfeasible for any legal or regulatory reason, (iii) TDE determines, in its sole discretion, that you, are using the Service or are acting in such a way that the Service granted to other clients or any infrastructure related to the Service are adversely affected or (iv) TDE determines, in its sole discretion, that your use of the Service poses a security or service risk that may be subject TDE or third party to liability.

Upon the termination or expiration of this Service Agreement,

- a) Application License will automatically and immediately terminate;
- b) You will immediately cease and desist from all use of the Service in any way; and
- c) You must uninstall and destroy all copies of the Application in your possession and, if requested by TDE, provide a written certification executed by you or any of your authorized representatives certifying such action.

16. Intellectual Property Rights

The Service is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

All title, including but not limited to copyrights, names, trademarks, trade names, service marks or any other identifying characteristics, in and to the Service and any copies thereof are proprietary intellectual property owned by TDE and/or its suppliers.

This Service Agreement only grants you the limited right to use the Service under the terms and restrictions specified in this Service Agreement. You do not, and will not, acquire any other right, title or interest in any Service, which will at all times remain the exclusive property of TDE or the applicable third party licensor to TDE.

All title and intellectual property rights in and to the content which may be accessed through use of the Service is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Service grants you no rights to use such content. All rights not expressly granted are reserved by TDE.

You acknowledge and agree that TDE shall be the sole owner of any enhancements, updates, or derivatives of the Service, which are developed by TDE during and after the term of this Service Agreement. Without limiting the foregoing, you expressly acknowledge and agree that TDE shall be the sole owner of any newly-developed intellectual property including but not limited to (i) newly-developed, revised, or modified source code and (ii) inventions where such are related in any way to the Service or TDE's general business, regardless of whether such are developed, revised, or modified in response to your requests, suggestions, or ideas, even if performed and paid for by you. During the term of this Service Agreement and thereafter, you shall not assert the invalidity of the TDE intellectual property right over the Service, or contest TDE's right, title or interest therein and thereto, and you shall not cause, influence, or assist in any manner whatsoever, any other party to make any such assertions or contest.

TDE, and its licensors, reserve the right to change suspend, remove, or disable access to the Service at any time without notice. In no event will TDE be liable for the removal of or disabling of access to the Service. TD&P may also impose limits on the use of or access to certain functionalities of the Service, in any case and without notice or liability.

17. No warranties

TDE expressly disclaims any warranty for the Service. You expressly understand and agree that the use of the Service is at your sole risk. To the maximum extent permitted by applicable law, the Service and if applicable, any services provided under the Service, is provided 'As Is' and "As available" basis, without any express, statutory or implied warranty of any kind, including but not limited to any warranties of merchantability, of satisfactory quality, accuracy, of quiet enjoyment, no infringement, or fitness of a particular purpose, including also without warranty that the Service will meet your requirements or the use of the Service or any services or functionalities provided through it shall be uninterrupted, timely, secure or error free or that the results that may be obtained from the use of the Service will be accurate or reliable, that the quality of the Service will meet your expectations or that defects in the Service will be corrected. TDE does not warrant or assume responsibility for the accuracy or completeness of any information, documentation, text, graphics, links or other items contained within the Service or any information advice contained in any of such information, documentation, text, graphics, links or other items shall create a warranty. TDE makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. TDE further expressly disclaims any warranty or representation to any third party. Should the Service prove defective, you assume the entire cost of all necessary servicing, repair or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, to the above exclusion and limitation may not apply to you.

You agree to hold harmless and indemnify TDE and its subsidiaries, affiliates (including any entity within Telefónica Group) officers, agents, employees, advertisers or partners from and against (i) any third party claim arising from or in any way related to your use of the Service against this Service Agreement (ii) any and all damage as a result of the violation by you of any applicable regulation and law or as a result of any other action connected with the use of the Service, (iii) any and all claims against TDE made by third parties related to any services, content or otherwise provided or sent by you using the Service or (iv) any and all damage to any equipment belonging to TDE or any other Telefónica Group company caused by your breach of this Service Agreement; including any liability or expense arising from all claims, losses, damages (actual or consequential), suits, judgments, litigation costs and attorneys' fees, or every kind and nature. In such case, TDE will provide you with written notice of such claim, suit or action.

Third-party programs and devices that connect with the Service are not endorsed or warranted by TDE.

18. Limitation of liability

TDE does not guarantee the availability and/or continuity of the Service. Neither does it guarantee that its operation will be uninterrupted or free from defects, errors or viruses, or that the usefulness of the Service for any particular activity will be ensured. To the extent possible, TDE may inform its users of possible Service interruptions. You accept that the use of the Service is at your own risk.

Under no circumstances shall TDE be liable for any damages (including but not limited to, loss of profits, loss of business, business interruption or loss of information) that may arise from the use of or inability to use Latch (including its end users), the cost of acquisition or substitute goods and services, the statements or conduct of third-party products or services, even if TDE has been advised of the possibility of such damages.

In no event shall TDE be liable for the loss of data or for indirect, special, incidental or consequential damages (including losses or loss of business, whether direct or indirect, or the loss or corruption of data), or for any other indirect or consequential loss or damages based on these Terms, grievance or otherwise.

TDE is not responsible for the content of Latch or any part of the Service, including, but not limited to errors or omissions, contents, slander, publicity rights infringements, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

In any case, TDE's maximum aggregate liability for all damages arising from or related to these Terms or Latch will not exceed fifty percent (50%) of the fee paid by you for the right of access and use of Latch, received by TDE after the twelve (12) months immediately prior to the event that gave rise to the claim.

Nothing in this agreement will exempt or restrict the liability of either party for: (i) death or personal injury resulting from that party's negligence; or (ii) fraud or false or misrepresented statements.

Nothing in this agreement will exempt or restrict the liability of any party regarding any liability that cannot be exempted or restricted by law.

19. Confidentiality

You undertake to treat as strictly private and confidential and not to disclose to third parties any information, data, news or document in any medium relating to the Service which it obtains or receives as a result of entering into or performing this Service Agreement (the "Confidential Information").

The undertaking set out in the paragraph above will not be deemed to be breached if information, news, data and/or documents are already in the public domain when disclosed or the disclosure of such information is required by law or an authority orders the total or partial disclosure of the Confidential Information.

For the purpose of this section, Confidential Information also includes TDE's system and any document, commercial offer, order or submission made by TDE to you related to the technology of TDE's business partners, as well as clients, business plans, promotional and marketing activities, finances and other business matters.

The confidentiality obligations established herein shall survive termination of the Service Agreement and shall continue until any of the exception included in this section applies.

If any you are required by statute, applicable law or regulation or by legal or regulatory authority, process or proceeding to disclose any Confidential Information, you shall provide TDE with a reasonably adequate notice (if permitted by law, regulatory or the relevant authority) of such requirement so that the affected party may timely seek a protective order or other appropriate remedy or waive compliance with the terms of this section. You also agree to cooperate with TDE in its efforts to so obtain such a protective order or other remedy. In the event that such protective order or other remedy is not obtained, you shall permit hereunder to furnish only that portion of the Confidential Information that it is advised by opinion of counsel it is legally required to disclose and shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

20. Notices

To You:

We may send you, in electronic form, information about the Service, this Service Agreement, additional information, and information the law requires us to provide. **You consent to TDE providing you required information by e-mail at the e-mail address you specified when you signed up for your Service.** It is your responsibility to keep your email address current. Notices emailed to you will be deemed given and received when the email is sent, whether or not you actually receive the email. If you don't consent to receive notices electronically, you must stop using the Service.

To TDE:

The Developer may notify us for questions regarding this Service Agreement or the Service through the email address latch-support@support.elevenpaths.com.

Any question or query related to the Service support services process shall be made to the contact details described in section 11 above.

21. Governing Law

This Service Agreement will shall be governed by Spanish Law.

Unless otherwise prohibited by the applicable law, the parties agree to submit any disagreement in the interpretation and execution of this Service Agreement to the courts and tribunals of the city of Madrid.

22. Assignment and Subcontracting

You may not assign this Service Agreement or otherwise transfer any of your rights or obligations, the licenses or any other right without the prior written consent of TDE, except in those cases authorized in this Agreement.

TDE, upon prior, written notice (including by email) to you and without your consent, assign or otherwise transfer this Service Agreement to a third party, whether a member of the Telefónica Group or not. TDE, upon prior, written notice (including by email) to you and without your consent, assign or otherwise transfer this Service Agreement to a third party, whether a member of the Telefónica Group or not.

TDE may at any time subcontract part or all of its obligations hereunder.

23. Publicity

TDE may use your name and/or logo in a list of customers used in marketing materials provided you give your consent to TDE by email upon the TDE relevant request.

24. Non-Waiver

The failure or delay by either party to this Service Agreement to exercise or enforce any right, power or remedy under this Service Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

25. Entire Agreement

This service agreement, any addendum or amendment to it, are the entire agreement for the Latch Service Agreement for Developers (including the Support Services).

26. Anticorruption

Under the framework of the present Service Contract, and as an essential part of it, the Parties state that they comply with the laws and regulations applicable to them in the fight against corruption, and confirm they have internal policies and procedures in place to guarantee said compliance. Each Party shall immediately inform the other of any subsequent breach of any of these obligations; in such case, the party receiving the notice shall have the right to request prompt remedial action.