

# Application Terms and Conditions of Use and Privacy Policy

Last updated September 29, 2023

These Terms and Conditions regulate the download, access, and use of the different mobile applications (hereinafter, the "APPS"), which Oufaska owns and which are available to users free of charge on Google Play (Android) and Apple Store (iOS) and which can be accessed through the different links available on the website (<https://oufaska.com>).

The user acquires this condition by downloading and using the application of their choice. By accessing the application(s), the user acknowledges having accepted and consented unreservedly to these terms of use and privacy policy.

## 1. Responsible for apps

Oufaska , (hereinafter Oufaska) and email: [info@oufaska.com](mailto:info@oufaska.com) is the owner and responsible for the APPS.

## 2. Object

The APPS have been developed with the aim of providing users, in a simple and fast way and with the frequency they choose, with access, through their mobile devices, to motivational phrases, daily affirmations, jokes, vocabulary, curiosities, and other information of general interest (hereinafter the "content").

## 3. Compatible devices

All applications are available for free on Google Play (Android) and Apple Store (iOS), the user acknowledges and agrees to comply with all applicable terms and conditions regarding obtaining, downloading, and updating the APPS that the referred application stores respectively determine.

## 4. Start

When starting any of the APPS for the first time, the user will be asked to answer, optionally, some questions related to general data linked to the application they have chosen.

Users are also allowed to configure how often they want to receive reminders of their chosen content on their mobile device.

All this information can then be modified at any time and at the user's choice through the corresponding configuration panel available in each of the APPS.

Once the basic questions have been completed, the user has a free version with limited content, which can be used to test the applications to see if they are suitable for what they want. In order to enjoy all the content of the selected application, the user must subscribe to the Premium version through the various payment plans available (monthly, annual, or lifetime), which can be paid through the different payment options offered by GOOGLE PLAY STORE or APPLE STORE depending on the application store that the user has chosen to download the application.

The terms of use of these app stores are available on the following websites: Google Play Store ([https://play.google.com/intl/es-419\\_es/about/play-terms/index.html](https://play.google.com/intl/es-419_es/about/play-terms/index.html)); App Store (<https://www.apple.com/legal/internet-services/itunes/es/terms.html>).

## 5. Method of use

When starting the application, the user will access a main screen where they will be able to visualize, according to the chosen application, motivational phrases, daily affirmations, jokes, vocabulary, curiosities, and other information of general interest. They can share them or select them as favorites.

Also, according to the frequency and quantity chosen by the user, the selected application will send reminders/notifications to the mobile device with the content chosen by the user.

### **5.1 General settings**

On the main screen, through an icon located at the bottom right, users can access a section where they can modify all the data they have provided when starting the APPS for the first time (name, gender identity, areas of interest, among others) and configure all the aspects related to the chosen app (preferred content, language, sounds, etc.), as well as manage the subscription they currently have, access the terms of use, privacy policy, and frequently asked questions.

### **5.2 Categories**

The user will also be able to access, through the icon located in the lower left part of the main screen, a menu called "categories" where they will be able to specify and delimit the content they are most interested in receiving. Likewise, they will be able to view the content they have chosen as favorites, as well as the content they have created themselves.

### **5.3 Themes**

They can also access through the icon located at the bottom right of the main screen, a section called "themes", where they can customize the font, colors, typography, backgrounds, etc. in which they want the reminders to be visible on their mobile device.

## **6. Intellectual and industrial property rights**

The intellectual and industrial property rights over the APPS are owned by Oufaska , which has exclusive rights to exploit them in any form and, in particular, the rights of reproduction, distribution, public communication, and transformation. The third-party holders of intellectual and industrial property rights over photographs, logos, and any other symbols or contents included in the APPS have granted the corresponding authorizations for their reproduction, distribution, and making available to the public. The user acknowledges that the reproduction, modification, distribution, commercialization, decompilation, disassembly, use of reverse engineering techniques, or any other means to obtain the source code, transformation, or publication of any unauthorized reference test results of any of the elements and utilities integrated within the development constitutes an infringement of the intellectual property rights of Oufaska , and consequently undertakes not to carry out any of the aforementioned actions.

### **6.1 User content**

Through the APPS, users can create and share their own motivational phrases, daily affirmations, jokes, vocabulary, curiosities, and other information of general interest (hereinafter "user content").

In that sense, users are made aware that they are responsible for the user content they publish on or through the APPS, including its legality, reliability, and appropriateness.

By posting user content on or through the APPS, the user represents and warrants that:

- (i) the User Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and licence under these Terms, and
- (ii) that the posting of user content on or through our APPS does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person or entity. We reserve the right to terminate the account of any person who infringes copyright.

You retain any and all of your rights in any User Content you submit, post or display on or through our APPS and you are responsible for protecting those rights. We assume no responsibility or liability for any User Content that you or any third party posts on or through the APPS. However, by posting user content through the APPS, users grant Oufaska the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such user content on and through the APPS. You further agree that this license includes the right for us to make your User Content available to other users of the APPS, who may also use your User Content subject to these Terms.

## **7. Privacy Policy**

In compliance with the provisions of the applicable regulations on personal data protection, we inform you that the personal data that our APPS users may provide us with, either through the use of the APPS, or by sending an email to the address provided for this purpose or by any other means of communication, will be processed by Oufaska as Data Controller.

### **7.1 What is personal data and what data is processed?**

Personal data is any information that identifies or allows the identification of a natural person, such as name, last name, image, voice, postal address, email address, phone number, official identity documents (NIF, DNI, Passport), etc. and/or that is related to a natural person, such as their conditions, current account, tastes, preferences, habits, and behavior, the products or services that they will contract, etc.

All personal data will be processed:

- a) Provided by the data subject themselves and/or a legitimized person by any means of communication either through:
  - \* APPS, by means of forms and/or emails.
  - \* The contracting of the services offered in the APPS.
- b) Those obtained by carrying out the activities and/or actions deriving from the above actions.
- c) Those obtained through the study and research of the above data.

Oufaska will process the data necessary to fulfil the purposes of processing and which will be requested from time to time depending on the specific case and the selected application, such as:

- Name (optional)
- Gender identity (optional)
- Mood (optional)

We also inform you that we automatically collect certain information when you visit, use, or browse the APPS. This information does not reveal your specific identity (such as your name or contact information), but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URL, device name, country, location, information about how and when you use our APPS, and other technical information. This information is primarily needed to maintain the security and operation of our APPS, as well as for our internal analysis and reporting.

The information we collect includes:

- Log and usage data. Log and usage data is service-related, diagnostic, usage, and performance information that our servers automatically collect when you access or use our APPS and that we record in log files. Depending on how you interact with us, this log data may include your IP address, device information, browser type and settings, and information about your activity on the APPS (such as date/time stamps associated with your usage, pages, and files viewed, searches, and other actions you take, such as the features you use), information about device events (such as system activity, error reports (sometimes called "crash dumps"), and hardware configuration).
- Device data. We collect device data, such as information about your computer, phone, tablet, or other device you use to access the APPS. Depending on the device used, this device data may include information such as your IP address (or proxy server), device and APPS identification numbers, location, browser type, Internet service provider and/or mobile operator hardware model, operating system, and system configuration information.
- Location data. We collect location data, such as information about the location of your device, which may be accurate or inaccurate. The amount of information we collect depends on the type and configuration of the device you use to access the app. For example, we may use GPS and other technologies to collect geolocation data that tells us your current location (based on your IP address). You may opt out of allowing us to collect this information by denying access to the information or disabling the location settings on your device.

If you are using our APPS, we also collect the following information:

- Access to your mobile device. We may request access or permission to certain features of your mobile device, such as the camera, reminders, social media accounts, and other features. If you wish to change our access or permissions, you can do so in your device settings.

- Mobile Device Data. We automatically collect device information (such as your mobile device identifier, model, and manufacturer), operating system, system version and configuration information, device and APPS identification numbers, browser type and version, hardware model, internet service provider and/or mobile operator, and internet protocol (IP) address (or proxy server).

- Push notifications. We may ask to send you push notifications regarding your account or certain features of the APPS. If you do not wish to receive such communications, you can disable them in your device settings.

This information is needed primarily to maintain the security and operation of our APPS, for troubleshooting, and for our internal analysis and reporting.

Oufaska will process the personal data of all users only for those processing operations for which there is a valid legal basis and in compliance at all times with the duty to inform the user and other essential obligations in this area.

## **7.2 Data controller**

Personal data will be processed by Oufaska.

## **7.3 Purposes, method, legal basis for processing personal data, and storage periods.**

Personal data will be processed in accordance with the purposes described below and in accordance with the manner, legal basis, and retention period described for each purpose.

### **- Provision of the requested services**

Oufaska will process the personal data of those users who download and use the APPS and those who request information through the means available for this purpose for the following purposes:

- a) To answer and/or provide that activity and/or service, as well as to maintain the professional and/or contractual relationship that, where appropriate, is established.
- b) Customer service by any of the means of communication provided for this purpose.
- c) Manage the invoicing, collection, or claiming of contracted services.
- d) Carrying out statistics, studies, and research aimed at evaluating the services contracted and responding to users.
- e) To maintain the correct provision of the service and/or comply with any obligation or regulation related to the contracting of the contracted service.

Oufaska informs that, for the correct development of the described purposes, the category of data that is strictly necessary will be processed and that will be specified in each service contracting.

We will retain your personal data for no longer than is necessary to maintain the purpose of the processing, i.e. for the duration of the contractual relationship for the use of the APPS (including the obligation to retain it for the applicable statute of limitations), and when it is no longer required for that purpose, it will be deleted with appropriate security measures to ensure its anonymization or complete destruction.

The legal basis for such processing shall be the performance of the services contracted/requested.

### **- Legitimate interest in research, information, and improvement of services.**

Oufaska will process the personal data provided by users, as well as those subsequently generated by the use of the services, for the following purposes:

- a) To carry out scientific and statistical research work with the study of the preferences, tastes, and/or habits of users in order to innovate and improve future services and/or content.
- b) Send you information, promotions, and/or activities of Oufaska related to the services provided. All these communications will be made through the communication channels (email, postal address) provided.

At any time, users who do not wish to continue receiving such communications may unsubscribe by following the process indicated in each communication.

### **- Sending of information and commercial communications.**

Likewise, in the event that Oufaska wishes to send commercial communications from third parties related to the contracted services, it will inform and obtain the prior consent of the users.

Those users who have given their consent will receive such communications through the communication channels (email or mobile phone) provided. Likewise, in any case, users who do not wish to continue receiving such communications may unsubscribe by following the process indicated for this purpose.

The legitimate basis for the processing shall be the express consent given for it.

### **To whom do we provide your personal data?**

All user information will be treated with absolute confidentiality and maintaining all the necessary security measures to safeguard it. Likewise, Oufaska informs you that it will only transfer your personal data to the companies strictly necessary to comply with the contracting of products and/or services, such as banks for the payment of services.

The suppliers that need access to the user's personal data for the provision of the services that Oufaska has contracted, or that due to the operation of the electronic services (application, website, and emails) may have access to certain personal data. With all of them Oufaska has signed confidentiality and personal data processing contracts necessary and required by law to protect your privacy.

Likewise, your personal data will be communicated to Public Administrations and other private entities in order to comply with the legal obligations to which Oufaska is subject due to its activities.

### **7.3 Minors**

The services of the APPS are intended for adults. Oufaska will not be responsible for the use of the APPS by a minor, being the download and use of the APPS the sole responsibility of the user.

Oufaska does not deliberately collect information from minors without the express written authorization of the parents and/or guardians of minors. Likewise, Oufaska will use the appropriate technical means to prevent minors from accessing the services offered in the different APPS without the express consent of their parents or guardians.

If Oufaska detects that a minor is using any of the APPS and/or services offered by Oufaska, it will proceed to cancel the information sent and will communicate it to the competent authority or organism. For this, Oufaska requests the cooperation of all users, in the sense that, if any user detects the disclosure and/or use of any of this data, please communicate it through the email provided, in order to proceed accordingly.

### **7.4 International transfers**

Oufaska APPS are available in app shops worldwide. Oufaska informs that it is domiciled in the Province of Utrecht (Netherlands) and, therefore, subject to its applicable regulations. Any USER who interacts with Oufaska KNOWS AND GIVES THEIR UNQUALIFIED CONSENT to transfer the personal data provided to that country, which implies an international transfer of personal data; although, Oufaska treats the USERS' data with adequate guarantees and always keeping the security of your data in accordance with the data protection regulations of the country of residence of the USER in force at all times.

- For the backend services, we use the services of the company AMAZON WEB SERVICES. in its capacity as Data Processor, located in United States, and, consequently, any USER who provides their data and is outside this country, is AWARE of the risks incurred by such international transfer of data and unequivocally CONSENTS to the transfer of their personal data to that country. More information at <https://aws.amazon.com/compliance/data-privacy-faq/>.

- For the online form building and online surveys and recruitment, we use the services of the company TYPEFORM, S.L. in its capacity as Data Processor, located in Spain (European Union), and, consequently, any USER who provides their data and is outside this country, is AWARE of the risks incurred by such international transfer of data and unequivocally CONSENTS to the transfer of their personal data to that country. More information at <https://admin.typeform.com/to/dwk6gt>.

- For the users' online support, we use the services of the company APPLE STORE, in its capacity as Data Processor, located in United States, and, consequently, any USER who provides their data and is outside this country, is AWARE of the risks incurred by such international transfer of data and unequivocally CONSENTS to the transfer of their personal data to that country. More information at <https://developer.apple.com/terms/>.

By accepting our Terms and Conditions and our Privacy Policy, you consent to your personal information being transferred and stored in this way.

### **7.5 Exercise of rights**

Oufaska informs personal data subjects that they have the following rights:

- Access: allows the data subject to obtain information on whether or not Oufaska is processing personal data concerning them and, if so, the right to obtain information on the personal data undergoing processing.
- Rectification: allows for the correction of errors and modification of data that prove to be inaccurate or incomplete.
- Deletion: allows personal data to be deleted and no longer processed by Oufaska, unless there is a legal obligation to keep it and/or other legitimate reasons for its processing by Oufaska do not prevail.
- Limitation: allows the owner of the personal data subject to processing to request Oufaska to apply measures on such data, to limit the processing of the data while the accuracy of the data or the legitimacy of its processing is being verified; or to prevent its modification or, where appropriate, its erasure or deletion, in order to preserve it as evidence or as a basis for claims.
- Opposition: in certain circumstances and for reasons relating to their particular situation, data subjects may object to the processing of their data. Oufaska will cease to process the data, except for overriding legitimate reasons, or the exercise or defence of possible claims.
- Portability: allows the data subject to receive their personal data and/or have them transmitted directly to another controller in a structured, commonly used, and machine-readable format.

The holder of the personal rights can exercise their rights of access, rectification, suppression, limitation of processing, opposition, and portability of their personal data or revoke their consent, by means of a written communication, providing a photocopy of their ID card or official identification document addressed to Oufaska at the following email address: [hello@monkeytaps.app](mailto:hello@monkeytaps.app).

### **7.6 Data Protection Officer and complaint to a supervisory authority**

If you have any information or questions, please do not hesitate to contact Oufaska at [hello@monkeytaps.app](mailto:hello@monkeytaps.app).

Likewise, for any incident that the user may have regarding data protection, they may contact the Data Protection Delegate of Oufaska by email at [dpo@inffirm.com](mailto:dpo@inffirm.com).

I, in the event of any incident and/or complaint, they can also turn to the data protection supervisory authority in the USER's country of residence.

### **7.7 Security**

Oufaska undertakes to adopt the technical and organizational security measures established by regulation to guarantee the security of the user's personal data and prevent its alteration, loss, unauthorized processing, or access, considering the state of technology, the nature of the data stored, and the risks to which they are exposed, all in accordance with the provisions of the applicable regulations.

All transfers of information that APPS carries out with its own or third-party cloud servers are carried out in an encrypted and secure manner through a secure hypertext transfer protocol (HTTPS), which also guarantees that



the information cannot be intercepted.

### **7.8 Transfer of data of third parties to Oufaska**

In case of providing Oufaska with personal data of third parties necessary for the provision of services, the user declares that they have previously obtained their express consent to transfer them to Oufaska.

### **7.9 Changes to the Privacy Policy**

Oufaska may update this PRIVACY POLICY at any time. An updated version of this PRIVACY POLICY will always be available on the APPS. If these changes affect purposes not foreseen in this PRIVACY POLICY, we will inform you, sufficiently in advance, of this further processing by the means of contact provided, so that, where appropriate, you can exercise the rights you deem appropriate.

## **8. Responsibility**

Oufaska will at all times try to provide the services with the highest possible quality. Notwithstanding the foregoing, Oufaska disclaims any liability and/or assumption of damages arising from failures, interruptions or damages caused by system failures, malware viruses, interference or disconnections or malfunctioning of the service.

In the same way Oufaska declines any responsibility and/or assumption of damages, of any kind of nature, derived from the illegitimate action of third parties by any means or by the use of the APPS in an improper or inadequate way by the users, and, in any case, Oufaska will not assume any responsibility caused by the action or negligence external to itself and that can affect or not, in a direct or indirect way, to servers and other computer equipment of the user or third parties.

You agree to indemnify and hold Oufaska, its subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your improper or impermissible use of the APPS and/or the services offered, or your violation of the TERMS AND CONDITIONS, if any, and/or PRIVACY POLICY, as well as any violation of any law or regulation.

Oufaska cannot guarantee the absence of viruses or other harmful elements that may affect the user's equipment; therefore, the user must adopt the necessary measures to avoid possible risks of this type, considering the current state of telecommunications.

Oufaska is not responsible for interruptions of the APPS due to force majeure, lack of updating, or circumstances beyond its control.

Oufaska may also interrupt access temporarily, for security measures or for reasons of restructuring of IT resources, in order to improve the service for the use of the various APPS.

Responsibility for the use of the APPS rests solely with the user. Except as provided in these Terms and Conditions, Oufaska is not responsible for any loss or damage that occurs in connection with the download or use of the APPS, such as those produced as a result of failures, breakdowns, or blockages in the operation of the APPS (for example, and without limitation: error in communications lines, defects in the hardware or software of the APPS, or failures in the Internet network). Likewise, Oufaska will not be responsible for damages caused as a result of improper or inadequate use of the APPS by users.

Oufaska only provides the user with the information published in the APPS. The user, therefore, is solely responsible for the correct use of the same and that such use is made in accordance with the GENERAL CONDITIONS, the PRIVACY POLICY, COOKIES POLICY, and/or, where appropriate, the TERMS AND CONDITIONS OF CONTRACT.

If the user is dissatisfied with the use of the APPS, its contents or services, or with any part of these GENERAL CONDITIONS, the PRIVACY POLICY, COOKIES POLICY, and/or, where applicable, the SPECIFIC CONDITIONS, the user's sole and exclusive remedy shall be to cease accessing the APPS and/or using its

services.

## **9. Nullity and ineffectiveness of the clauses**

If any clause included in these GENERAL CONDITIONS and/or the SPECIFIC CONDITIONS, the PRIVACY POLICY, the COOKIES POLICY, and/or, where applicable, the CONDITIONS OF CONTRACTING, is declared totally or partially null and void or ineffective, such nullity or ineffectiveness shall only affect that provision or the part thereof that is null or ineffective, and the GENERAL CONDITIONS, PRIVACY POLICY, COOKIES POLICY, and/or, where applicable, the TERMS AND CONDITIONS OF CONTRACT shall remain in force in all other respects, with such provision, or the part thereof that is affected, being deemed not to have been included.

## **10. Applicable law and jurisdiction**

For any question or disagreement that may arise regarding the APPS, contents, and services contracted, and/or with the services provided by Oufaska, said conflict will be governed by the applicable regulations and/or jurisdiction that corresponds, depending on the condition of the USER:

In the case of individual USERS, they will have to resolve their disputes in accordance with the applicable law and jurisdiction of the particular USER's country.

Specifically, in the case of USERS resident in the European Union, and in the case of a legal dispute in consumer matters, in accordance with Art. 14.1 of Regulation (EU) 524/2013, the European Commission provides an online dispute resolution platform which is available at the following link: <http://ec.europa.eu/consumers/odr/>.

For any communication regarding the APPS, incidents, or queries, please contact us at [info@oufaska.com](mailto:info@oufaska.com).