These General Terms and Conditions (hereinafter referred to as the "**T&C**") govern the downloading, access, navigation and use of the SALSATION FITNESS mobile application and the https://www.salsationfitness.com/en/ Platform (hereinafter referred to jointly as the "**Platform**").

These T&C are aimed exclusively at users registered on the Platform.

1. Background information and access

In compliance with the duty of information contained in Article 10 of Law 34/2002, of July 11, Services of the Information Society and Electronic Commerce, we detail below the data of the owner of the Platform:

- **Company name:** SALSATION FITNESS LTD.
- Address: 2601 Universal Trade ctr 3-5a Arbuthnot rd. Central, Hong Kong.
- Contact Email:privacy@salsationfitness.com

We call "Users" of the platform to any person registered or using the platform.

Taking into account the above, we call "**Professionals**" to the users of the Platform who have the possibility to teach different types of courses offered on the Platform.

There are four different types of Professionals on SALSATION FITNESS: (i) Master Trainers, (ii) Elite Trainers, (iii) Elite Instructors and (iv) Instructors.

Likewise, we call "*Participants*" to the users of the Platform who have the possibility to buy and enjoy the different types of courses published and offered on the Platform.

In this sense, there are three types of courses that can be offered through the Platform:

- The course of certification (hereinafter, "*Certifications*")

Certifications are the courses that can be only given by the Master Trainers, and in which the Participant has the possibility to become a SALSATION FITNESS' Instructor.

Duration: 16 hours max.

- The workshops (hereinafter, the "*Workshops*")

The Workshops are courses that can be only given by Master Trainers and Elite Trainers. These Workshops are more technical courses in which the Master and Elite Trainers teach the Participants choreographies following the SALSATION FITNESS' methodology in a very specific and technical way.

Duration: 4 hours max.

There forementioned courses together are named as the "*Events*".

- The courses given by the Professionals independently (hereinafter, the "Independent Classes")

The Independent Classes are courses given by any of the forementioned Professionals, either within the Platform (for what each Professional has to pay a membership to be allowed to post their Independent Classes on the Platform), and outside the Platform, in which the Participants can learn different dance skills and do exercise while enjoying the classes.

Duration: 60 minutes max.

Therefore, and having into account the above, SALSATION FITNESS provides the Platform to bring both the Users who give the Certifications, Workshops and Independent Classes through the Platform (hereinafter referred all together as the "**Professionals**") and the Users interested in acquiring any of these types of classes (depending on whether they want to acquire a certification as a SALSATION FITNESS trainer or if they simply want to learn some type of dance skills) (hereinafter, referred all together as the "**Participants**").

Registration in the Platform for the Professional is free of charge in accordance with the provisions of these T&C. Once registered on the Platform, will hold the status of Professional User in the same.

It is expressly stated that SALSATION FITNESS only makes available to all its Users, through the Platform, a virtual space for linking Professionals and Participants (hereinafter the "*Service*"). In the event that one or more Participants or any third party initiates any type of claim or legal action against any of the Professionals in relation to their personal Independent Classes, each and every one of those involved in said claims or actions exempts SALSATION FITNESS and its directors, managers, employees, agents, operators, representatives and attorneys-in-fact from all liability.

These are the only T&C applicable to the use of the Platform (without prejudice to the fact that for certain services there may be special conditions), and the purchase of the Services offered therein.

2. SALSATION FITNESS' Statement

SALSATION FITNESS declares and manifests that it makes available a technological Platform that allows the Users to be linked in an immediate way, allowing the Participants to have the possibility of receiving and enjoying the different types of dance Events and Independent Classes offered on the Platform and given by the different Professionals.

Likewise, SALSATION FITNESS expressly states through these T&C that it is the exclusive owner of the domain of the Platform and the SALSATION FITNESS brand, and that it enjoys the corresponding exploitation rights over it.

The Professionals declare that they act independently from SALSATION FITNESS and that this intervention and/or linkage through the Platform does not configure any type of work link with SALSATION FITNESS.

3. Acceptance of these Terms and Conditions

By accepting the T&C, the Professionals undertake to act at all times in accordance with the provisions set out in the clauses of this legal text and the applicable regulations. If they do not agree with all or part of these T&C, the Professionals must refrain from installing and using the Platform.

The service provided on this Platform is governed by: (i) these General Terms and Conditions; (ii) Special Conditions that may be published on the Platform (iii) the laws in force and applicable, sectoral regulations and general criteria and practices.

By accepting these T&C, the Professionals represent that they are over 18 years of age and have full capacity to understand and accept the contents of these General Terms and Conditions.

SALSATION FITNESS reserves the right to modify the presentation, configuration and content of the Platform, as well as the conditions required for access and/or use. Access to and use of the content and services after the entry into force of its modifications or changes in conditions implies acceptance of them.

4. Acceptance of the Special Conditions

By using the services of the Platform, the Professionas, who gives and offers the Certifications, Workshops and Independent Classes published in his or her SALSATION FITNESS profile so that Participants, where appropriate, can purchase them, accepts these T&C which define the rights and obligations of SALSATION FITNESS and the Professional regarding the contractual relationship arising from the provision of services provided by the Professional himself or herself through the Platform.

These are the only T&C applicable to the use by the Professional of the Platform (without prejudice to that for certain services there may be special conditions) and the purchase of their courses (ie. Certifications, Workshops and / or Independent Classes) by Participants through the platform and replace any other conditions.

5. **Object and services**

The present Platform has been developed by SALSATION FITNESS with the purpose of providing a service of making available to the Participants a technological Platform that allows them to choose among a varied offer of Professionals who offer, through their profiles in the Platform, different dance courses (either Certification for those interested in receiving an instructor certification from SALSATION FITNESS, Workshops for those interested in learning more technical dance moves and / or skills, or Independent Classes for those interested in enjoying their time by dancing and doing excercise).

The Professional will be able, through the Platform, to access to all the necessary information corresponding to it. From there they will be able to navigate and investigate in depth about how it works.

The Benefits for the Professional of the service that SALSATION FITNESS provides through the Platform are the following:

i. An organized structure which unifies the dance sector: SALSATION FITNESS is created to bring together all those services related to the dance sector and the possibility of giving not only inperson courses but also online, aimed at satisfying all the needs of the Users in a fast, direct and simple way, especially at a time when large crowds of people (as could be the case of this type of dance courses that bring together large groups of people), are not allowed due to the Covid-19, and the provision of all types of services online is being developed to a greater extent.

- ii. Publicity and exposure: SALSATION FITNESS offers through the Platform the possibility for Professionals to have a greater publicity, exposure and diffusion of their work (this is, not only the SALSATION FITNESS' Certifications and Workshops given by them but also their personal Independent Classes), among the dance community.
- More personalized content: Through the service of in-person and live online courses, iii. Professionals will have the possibility to interact with Participants and understand their needs in order to adapt and personalize the content of their Independent Classes to meet those needs.

On the other hand, and having into account that the online classes that Professionals offer in their profiles of the Platform can also be pre-recorded, they will have the ability to customize the content of these classes with a greater margin of time.

6. Need for registration

In order to use the services of SALSATION FITNESS, it is necessary for the Professional to register and create a personal account on SALSATION FITNESS and, once this profile has been created, accept these T&C.

The Professional must create this user profile through the registration form/login form enabled for this purpose on the Platform and must provide the following data: an email address, name and surname, country of origin, a password for access to the Platform at the Professional's choice, gender/sex and date of birth.

In this sense, it is important to highlight that there is only one registration form for every User and that SALSATION FITNESS will identify and classify each type of User (Master Trainers, Elite Trainers, Elite Instructors, Instructors and Participants) internally.

In addition, and also at the time of registration, the Professional must declare that he/she is at least 18 years old in order to create an account on the SALSATION FITNESS Platform.

The Professionals guarantee that their data will be accurate, current and truthful. SALSATION FITNESS cannot guarantee the identity of registered Users and is not responsible for any improper or unauthorized use of a registered User by third parties. Likewise, the Professional guarantees that he or she has the conditions and particular qualifications/certifications required by the laws in force for the provision of the service offered through the Platform, SALSATION FITNESS being exempt from any type of responsibility in this regard.

6.1 Custody of the account access codes or passwords

The registered Professional will be responsible at all times for the custody of his or her password to access his or her User account, assuming as a consequence any damages that may arise from its improper use, as well as the assignment, disclosure or loss of the same, and must immediately inform SALSATION FITNESS if he or she has reason to believe that his or her access code or password has been used in an unauthorized manner or is likely to be used.

In any case, access to and/or use of the Platform made under the access code or password of the registered Professional will be deemed to have been made by said User, who will be responsible in all cases for said access and use.

6.2 Professional User Profile

The Professional will have access from the first day to his/her profile where he/she can complete your personal data as established in the Platform.

Once the Professionals has created an account in order to access to the Platform, and depending the type of Professional that they are inside the Platform, they are able to upload the Certifications Workshops and Independent Classes (in the case of Master and Elite Trainers), and their Independent Classes (in the case of the Elite Instructor and the Instructor) in their personal profiles, having the Professionals the possibility to set their own prices only for the Independent Classes.

For the Certifications and Workshops, the prices will be set by SALSATION FITNESS, and the Professional's fee for his/her teaching services in these types of courses will be specified on the next section regarding the "*Pricing Policy and payment method"*.

The calification of each type of Professional is due to the following circumstances:

- Instructor: once a Participant buys a Certification course, and finishes it satisfactorily by acquiring the SALSATION FITNESS' techniques and dance methodology, he/she receives the Instructor certification that allows her/him to give classes among the Platform, or if prefers, outside it.

- Elite Instructor: if a normal instructor reaches different goals in terms of invoicing and popularity among the SALSATION FITNESS community, this instructor can reach the qualification of Elite Instructor.

- Elite Trainer: if the Elite Instructor continues reaching goals, he/she can make another step forward by being qualified as an Elite Trainer (in which he/she can start teaching and giving SALSATION FITNESS' Workshops)

- Master Trainer: they are named directly by SALSATION FITNESS.

SALSATION FITNESS has the right to ask for some proof and/or additional data in order to corroborate the Personal Data, as well as to suspend temporarily or definitively those Users whose data could not be confirmed. In cases of disqualification, they will be removed from the platform, without this generating any right to compensation.

SALSATION FITNESS has the right to reject any application for registration or to cancel a previously accepted registration, without being obliged to communicate or explain the reasons for its decision and without this generating any right to compensation and / or compensation.

7. Need of Membership, its pricing policy and payment method

Every Professional (Master Trainer, Elite Trainer, Elite Instructor and Instructor) must subscribe to a membership (The amount in Euro will vary based on the professional level and will be clearly shown in the individual professionals account prior to signing up.) with SALSATION FITNESS in order for them to be allowed to utilize the instructor platform that allows loading, hosting and selling of their EVENTS, TRAININGS, Independent Venue and Online classes and events.

The payment method accepted by the Platform are the following:

- VISA MASTERCARD

- PAYPAL

8. Courses' pricing policy and payment method

SALSATION FITNESS is a digital platform that participates in the effective contracting between the Professional and the Participants when the courses given by these Professional are the Certifications and the Workshops.

In other words, SALSATION FITNESS is in charge of setting the selling prices of the Events and will be the Platform which will charge the amounts paid by the Participants for these Events. Once the Platform charges the amounts paid for each Event, and withing the period of time of 30 days after SALSATION FITNESS receive the reconciliation form and the Event is finally closed, SALSATION FITNESS will give to the Professionals the fees due to them. These fees are determined based on the event type and are subject to change as SALSATION FITNESS deems necessary.

In this sense, it is important to highlight that the Participants are allowed to pay for these Events by credit card/paypal or by cash (in the case the Event has been given in-person).

Having the above into consideration, and in the case that the Participant pays for the Event in cash (which means the Participant would give the amount directly to the Professional), at the end of this Event, the Professional allowed to give these types of Events, must provide a reconciliation sheet to SALSATION FITNESS in which must appeared the data related to the number of attendees to the Event and the amounts received in cash. Once this sheet is provided to SALSATION FITNESS, the Platform, internally, will calculate the amount that has to be given to the Professional (according with the aforementioned fees in the table above).

On the other hand, and in relation to the Independent Classes (that can be given by any type of Professional: Master Trainer, Elite Trainer, Elite Instructor and Instructor), it will be the Professionals the ones in charge of setting their own prices and the payment methods, and SALSATION FITNESS will not have any decision making on this issue.

9. **Platform use**

The Professional also undertakes to refrain from using the Platform for illegal purposes or effects or contrary to the provisions of the T&C.

SALSATION FITNESS offers the Professional access to its Platform under a limited, non-exclusive, non-sub licensable, non-transferable and revocable license. The use of the SALSATION FITNESS Platform will be at all times personal and in accordance with these T&C.

By making use of the benefits that the Platform provides, the Professional will be giving SALSATION FITNESS and its collaborators a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sublicensable right and a license to use, reproduce, modify, adapt, publish, translate, distribute, perform and display such content, always in accordance with the proposed purposes.

By using the Platform, the Professional accepts and understands that SALSATION FITNESS may keep its content for the time necessary to complete those purposes for which it was collected.

If the Professional should become aware of the existence of any content that is illicit, illegal, contrary to the law or that could imply an infringement of intellectual and/or industrial property rights, he/she must immediately notify SALSATION FITNESS so that the latter can proceed to take the appropriate measures. It is expressly forbidden to use the platform for purposes other than those contained in these T&C. Therefore, SALSATION FITNESS is not responsible for any improper use or handling of the Platform.

The Platform may provide access to a multitude of texts, graphics, drawings, designs, codes, software, photographs, images, expressions and information belonging to SALSATION FITNESS or third parties to which the Professional may have access. The Professional assumes responsibility for the use of the Platform and undertakes to make a legal, diligent, honest and correct use of all information or content accessed through the Platform, and all under the principles of good faith and respecting at all times to the law and the present T&C.

By way of illustration, but not limited to, users should not:

- i. Register or communicate data that are not true, accurate, complete and / or updated, or access the platform using the name, identification data or passwords of another user or impersonate any person or identity. Likewise, the Professional is responsible for communicating to SALSATION FITNESS, any modification and/or variation of any of the data communicated to SALSATION FITNESS.
- ii. Maliciously or intentionally cause damage or harm that may undermine, alter the Platform, nor introduce or spread computer viruses that may cause unauthorized alterations of the contents or systems that make up the Platform. The User shall not scan or test the vulnerability of any system or network SALSATION FITNESS, or violate any security or authentication, as well as try to decipher or disassemble the software used by SALSATION FITNESS to offer services through the Platform.
- iii. Using the Platform for fraudulent purposes or related to criminal offences or illegal activities of any kind.
- iv. Reproduce, copy, distribute, transform or modify the information and content hosted on the Platform, unless authorized by the holder of the corresponding rights.
- v. Use the Platform to send, use or reuse material that contains information that is illegal, offensive, pornographic, abusive, indecent, defamatory, obscene or threatening of any kind, or that involves a violation of copyright, trademarks or confidentiality, privacy or any other right, or is otherwise injurious or objectionable to third parties, or whose content contains computer viruses, political propaganda, advertising content and, in general, any type of unnecessary inconvenience or inconvenience.
- vi. Download, send or distribute in any other way content or applications that may violate any legislation in force or that may infringe any right of any party.
- vii. Promote or encourage third parties to carry out any of the above practices or contribute to them.
- viii. Send and/or upload:
 - Defamatory material for any person.
 - Any obscene, offensive, defamatory material.
 - Any sexually explicit material.
 - Any material that promotes violence.
 - Any material that promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- Any copyright, database right or trademark of any other person.
- Any other person's privacy rights.
- The personal data of another person, unless you ensure that that person has consented to be bound by these T&C.
- Any material that promotes any illegal activity.
- Threats, abuse, or invasion of another person's privacy.
- Content that causes annoyance, inconvenience or needless anxiety.
- Harassment, annoyance, or content that embarrasses, alarms, or annoys any other person.
- Content that impersonates another person.

Any content that the Professional uploads to the Platform will be considered non-confidential and SALSATION FITNESS has the right to use, copy and disclose to third parties such content for the purposes intended. SALSATION FITNESS has the right to disclose the identity of the Professional to any third party who claims that any content submitted constitutes a violation of their intellectual property rights, or their right to privacy.

SALSATION FITNESS will not be liable to any third party for the content or accuracy of any content submitted. SALSATION FITNESS has the right to remove any content or advertisement submitted through the Platform at its sole discretion.

SALSATION FITNESS will also not be responsible for the content of the classes and/or online events that the Professionals may give, as well as any claim or complaint of any nature that may arise from such content and from the relationship between the Consumer and the Professional himself.

In this sense, SALSATION FITNESS shall have the right to investigate and report any of the aforementioned conduct in accordance with the law, as well as to collaborate with the authorities in the investigation of such actions.

10. Intelectual property

All rights to the content, design and source code of this platform and, in particular, but not limited to, all rights to photographs, images, text, logos, designs, trademarks, trade names, data included in the platform and any other intellectual property rights are owned by SALSATION FITNESS, or third parties who have expressly authorized SALSATION FITNESS to use them on its platform.

For this reason and by virtue of the provisions of Royal Legislative Decree 1/1996, of 12th April, which approves the revised text of the Intellectual Property Law, regularizing, clarifying and harmonizing the legal provisions in force on the subject, as well as in Law 17/2001, of 7th December on Trademarks and complementary legislation on intellectual and industrial property, The reproduction, transmission, adaptation, translation, distribution, public communication, including the method of making available, of all or part of the contents of the Platform, on any support and by any technical means, is expressly prohibited, unless expressly authorized in writing by SALSATION FITNESS.

SALSATION FITNESS does not grant any license or authorization of use of any kind on its intellectual and industrial property rights or on any other property or right related to the Platform, and in no case shall it be understood that access and navigation of the Professionals implies a waiver, transmission, license or total or partial assignment of such rights by SALSATION FITNESS.

Any use of these contents not previously authorized by SALSATION FITNESS will be considered a serious breach of intellectual or industrial property rights and will give rise to the legally established responsibilities.

11. Third party applications

SALSATION FITNESS services are integrated with applications, websites and services from third parties to make their services and content available to Users. These third-party applications may have their own Terms and Conditions of Use and Privacy Policy, and Users are governed by these. Users understand and accept that SALSATION FITNESS is not responsible for the behavior, characteristics or content of the Third-Party Applications used on the Platform, as well as any transaction outside the scope of activity of SALSATION FITNESS that may be carried out with the provider of such third-party Applications.

12. Exemption from liability and guarantees

SALSATION FITNESS is not responsible for the information, files or any other content published by the Users, nor does it validate the contents that the Users or decide to send, so SALSATION FITNESS will not be responsible, either directly or indirectly, or subsidiarily, for damages of any kind derived from the communications made or contents included in the Platform.

By way of illustration, SALSATION FITNESS is not responsible for:

- i. The satisfaction of the needs or personal demands of the Participant in relation to the Independent Classes provided through the Platform by the any of Professionals registered on SALSATION FITNESS, nor the content, pricing policy and payment methods established by each professional for their personal Independent Classes at their sole discretion, as well as for any dispute that may arise between the Professional and the Participant regarding the issues forementioned.
- ii. The direct or indirect damage and / or intangible, including personal injury suffered as a result of the services offered by the Professionals on the Platform or even by a misuse of the Platform itself.
- iii. The loss of reputation, image, or data, which may occur during the use of the Platform.
- iv. The lack of availability, maintenance and effective operation of the Platform, excluding, to the maximum extent permitted by law, any liability for damages of any kind that may be due to the lack of availability or continuity of operation of the Platform.
- v. Any defect, error or problem in the operation of the Platform.

Consequently, SALSATION FITNESS does not guarantee that the use that Users may make of the contents and services included in the Platform will comply with these Terms and Conditions, nor that they will do so diligently.

SALSATION FITNESS reserves the right of admission and exclusion from its Platform at its own discretion. In particular, any professional who does not comply with the rules contained in these conditions or make inappropriate use of the Platform may be excluded from it.

SALSATION FITNESS reserves the right to (i) remove, suspend, edit or modify the content of the Platform at its sole discretion, at any time, without notice and for any reason, and (ii) remove, suspend or block any use made by the Professional of the Platform.

SALSATION FITNESS also reserves the right to read, preserve, disclose and access any information as it reasonably deems necessary to (i) comply with applicable law or any governmental or judicial request or inquiry, (ii) enforce these T&C, including investigation of potential violations thereof, (iii) detect, prevent or manage fraud, security or technical issues, (iv) respond to requests for Professional assistance or (v) protect the rights, property or safety of SALSATION FITNESS and its Users.

Nevertheless, SALSATION FITNESS declares that it has adopted all the necessary measures, within its possibilities and the state of technology, to guarantee the operation of the Platform and to avoid the existence and transmission of viruses and other harmful components to the Users.

11.1 Suspension and cancellation of services

SALSATION FITNESS may temporarily suspend access to the Platform without prior notice for maintenance, repair, updating or improvement purposes.

In particular, SALSATION FITNESS reserves the right to eliminate, limit or prevent access to its Platform when technical difficulties arise due to events or circumstances beyond SALSATION FITNESS' control that, in its opinion, reduce or cancel the standard security levels adopted for the proper functioning of the Platform.

SALSATION FITNESS is not responsible for the lack of availability, maintenance and effective operation of the Platform, excluding, to the maximum extent permitted by law, any liability for damages of any kind that may be due to the lack of availability or continuity of operation of the Platform.

SALSATION FITNESS also assumes no responsibility for the cancellation or suspension of services on the Platform for reasons not attributable to it. In any case, SALSATION FITNESS is committed to solve the

problems that may arise and to offer all the necessary support to the Professional in order to reach a quick and satisfactory solution to the incident.

11.2 Force majeure

SALSATION FITNESS is not responsible for cases of force majeure, understood as the failure, suspension or interruption of services or use of the Platform, as a result of blocking the Internet network, actions or omissions by third parties, or any other causes or circumstances beyond the control of SALSATION FITNESS that prevent normal use of the Platform.

11.3 Hyperlinks

The Platform may contain hyperlinks that allow Users to access third party platforms or websites. SALSATION FITNESS does not assume any responsibility for the content, information or services that may appear on such platforms, which shall be understood to be offered exclusively for information purposes by SALSATION FITNESS, and which in no case imply any relationship, acceptance or endorsement between SALSATION FITNESS and the persons or entities that own such content or the owners of the sites where they are located.

In these cases, SALSATION FITNESS will not be responsible for establishing the General and Particular Terms and Conditions to be taken into account when using, providing or contracting these services by third parties and, therefore, cannot be held liable for them.

SALSATION FITNESS has no power or human or technical means to know, control or approve all the information, content, products or services provided by other websites to which links may be established from the Platform. Consequently, SALSATION FITNESS cannot assume any type of responsibility for any aspect related to the websites that may be linked to from the Platform, specifically, but not limited to, their operation, access, data, information, files, quality and reliability of their products and services, their own links and/or any of their contents, in general.

However, in the event that SALSATION FITNESS becomes aware that the activity or information referred to from such links is illegal, constitutes a crime or may harm the property or rights of a third party, it will act with the necessary diligence to remove or disable the corresponding link as soon as possible.

13. Indemnity

Professionals shall indemnify, defend and hold SALSATION FITNESS harmless from any damages, liability, disputes and/or costs that may arise as a result of a claim by a third party and/or Participant against SALSATION FITNESS, and/or its officers and/or representative and/or employee from any charge, action or demand, including but not limited to reasonable legal expenses, resulting from any material, content, data

protection or the pricing policy and payment methods established by the Professionals for their Independent Classes.

14. Duration, safeguarding and modifications

The conditions that are published at the time the Professional accesses the SALSATION FITNESS Platform are understood to be in force.

If any provision of these T&C is declared inapplicable or invalid, such provision shall be limited or eliminated to the minimum extent necessary so that the remaining conditions and obligations remain in full force and effect and must be complied with.

SALSATION FITNESS may delete, modify or replace the contents of this document at any time, by publishing or sending a notification through the Platform or by email, without the possibility of the Professional demanding any compensation.

15. Protection of personal data

SALSATION FITNESS respects the privacy of its Users and will ensure that personal data is processed in accordance with current legislation.

For more information on SALSATION FITNESS' privacy policy, please visit the following link.

16. Language

SALSATION FITNESS may translate these Terms and Conditions or any other policy that may be published on the Platform. The English version will prevail in case of conflict with other translations.

17. Applicable legislation and jurisdiction

The parties undertake to agree in good faith their intention to resolve any dispute in respect of these T&C. SALSATION FITNESS' T&C are subject to the law of Hong Kong. The parties submit to the Courts and Tribunals of Hong Kong