

WELCOME TO THE VOXA WEBSITE!

We offer you an application of audiobooks and e-books in Spanish and English, through a monthly or annual subscription.

Additionally, we invite you to carefully read the site's terms and conditions to have a clear understanding of your rights and obligations regarding your use and access to the site and the VOXA application.

TERMS AND CONDITIONS

By subscribing to or using the VOXA website and application, you accept these terms and conditions. If you do not agree with these terms, you should not use or access any VOXA content.

I. The Provider:

VOXA ITALIA S.R.L., with registered office in MILAN, VICOLO SANTA MARIA ALLA PORTA 1, Tax Code 13371900963.

Contact Information:

Email: help@voxabooks.com

II. What is VOXA and what does it offer?

VOXA is a website, as well as a mobile application through which you can access audiobooks, e-books, and other literary content, especially works of e-books, audiobooks, and podcasts ("Content") through platforms developed and/or managed in the online environment.

III. Conditions and Eligibility

To use and access any content within VOXA, the user must meet the following conditions:

- Have the legal right to enter into a binding contract: natural person, legal entity, or non-governmental organization.
- To register, create an account. The user is responsible for maintaining the confidentiality and security of their username and password for all activities that occur under their account.
- Have a valid email address.
- Provide correct information.
- Provide a payment method accepted by the site.
- Acknowledge and accept that VOXA processes their personal data in accordance with the GDPR provisions of the site.
- Accept the terms of use and access to VOXA.

Access to the provision of Content within the platform may be granted in the following manner:

- Users who subscribe will have full access to the content.

VOXA offers the possibility of free access (demo) for 7 days, only once, under the following conditions: The user must enter their card details, having the option to cancel the created account before the 7 days expire, otherwise the value of a monthly subscription will be debited from the account.

IV. Conditions of Use

To fully access the content made available by VOXA, the User must have a device (phone, tablet, etc.) connected to the internet. Please note that the application cannot be downloaded from the App Gallery on Huawei devices.

To create an account on VOXA, the User may connect with their email address, a Facebook, Gmail, or Apple account. Please note that when creating an account through Facebook or Gmail, your email address will be taken and you will be

subscribed to the newsletter. You can unsubscribe from the newsletter at any time later.

Any notification that VOXA may send will be made by email to the last email address provided. You agree to maintain accurate, complete, and up-to-date information in your account, including your contact information for notifications and other communications from us.

You agree not to impersonate another person or use the username, password, or other information of another person.

You agree that we may take steps to verify the accuracy of the information you provide.

The use of the VOXA platform must be exercised in good faith, within the natural timeframe of personal consumption.

Any abuse and bad faith in the use of the platform by the subscriber will entail the temporary suspension of the right to access the content. VOXA reserves the right to temporarily or permanently suspend the access of a subscriber if it suspects any form of abuse.

If it is verified that the information is not compliant, VOXA may block the functionalities and features of the platform as well as access to the content.

Subject to your compliance with these terms (including other applicable terms and conditions), we grant you a non-exclusive and revocable permission to use the VOXA service and its content for private and non-commercial purposes.

V. Subscriptions and Payment Conditions

VOXA offers 3 types of subscription:

- PREMIUM SUBSCRIPTION, which allows unlimited access to the content of the Premium catalog offered by VOXA, the payment of which is made monthly by automatic debit to the account. The monthly subscription begins on the payment date and lasts until the corresponding day of the following month. Example: the payment of the monthly subscription made on January 10 entitles the customer to digital content during the period from January 10 to February 10.
- ANNUAL SUBSCRIPTION, which allows unlimited access to the contents of the Premium catalog offered by VOXA as well as 240 hours of consumption of the Premium+ catalog (hours that will be divided equally monthly), the payment of which is made annually by automatic charge to the account. The annual subscription begins on the payment date and lasts until the corresponding day and month of the following year.
- PREMIUM+ SUBSCRIPTION, which allows the customer unlimited access to the Premium catalog offered by VOXA, as well as 20 consumption items from the Premium+ catalog, the payment of which is made monthly by automatic debit to the account. The duration of the subscription is calculated in the same way as the monthly subscription. During a subscription cycle, the times of all auditions will be added and access will be stopped when it reaches 10 hours.

Consumption represents the time spent listening to content in the application accumulated during the reference interval. The subscription payment will be automatically charged to the bank account you have indicated, in advance of the reference period. The payment date is maintained for each month, to the extent that the calendar allows.

Example: If the subscription started on January 10, the payment will be made on the 10th for each recurring payment. For months that do not have an equivalent, the closest date will be taken. Thus, if the first payment was made on January 30, the next payment will be on February 28, and then the next again on the 30th (of March). By purchasing the monthly or annual subscription, you acknowledge and assume that it presents the characteristics of a recurring payment, which you fully accept.

For this purpose, we may request relevant additional information for this process, including but not limited to, your bank card number, card expiration date, billing address.

By initiating a transaction, you express your consent to authorize VOXA to provide your payment information to third parties contracted by VOXA for payment processing. You may be asked to provide additional information to verify your identity before completing the subscription process.

VOXA and its external providers or contractors will not be responsible for or be able to control the collection of currency conversion fees if you decide to pay in another currency.

The customer receives or accesses the invoice on a monthly or annual basis, according to their option.

If you wish to unsubscribe, send an email to VOXA at help@voxabooks.com. The subscription will end at the end of the reference period, respectively at the end of the month or at the end of the year for which the subscription fee was paid.

We specify that we do not refund amounts related to services already acquired, regardless of whether or not the VOXA services have been accessed, being at the exclusive disposal of the customer whether or not they access the application, as long as the site is functional and available to customers.

In case of non-payment of the subscription, VOXA will suspend the right of access to the content made available to subscribers.

VI. Changes in Prices and Taxes

VOXA may change the price of subscriptions at certain intervals and will communicate any price change in advance, with a notification communicated 30 days before it comes into effect.

The price changes will take effect at the beginning of the next subscription period following the date of the price change. Subject to applicable law, by continuing to use the VOXA service after the price change comes into effect, you will be deemed to have accepted the new price. If you do not agree with the price change, you can reject it by canceling the subscription before the price change comes into effect.

VII. Limitations and Changes to the Service

We pay close attention to keeping the VOXA service operational and providing you with an attractive experience. However, our service offerings and their availability may change from time to time and are subject to applicable laws, without liability.

For example:

- VOXA services may experience temporary interruptions caused by technical problems, maintenance or testing, or updates, including those necessary to reflect changes in relevant legislation and regulatory requirements.
- Our goal is to constantly evolve and improve our services and it is possible that we may modify, suspend, or discontinue (permanently or temporarily) the total or partial provision of the VOXA Service (including certain functions, features).

If you have prepaid VOXA for a subscription that VOXA interrupts before the paid period ends, VOXA will refund the amounts paid in advance in proportion to the period not used due to such interruption or ensure the extension of the service for a period equal to the duration of the interruption, based on a request sent to help@voxabooks.com

VOXA has no responsibility to you, nor obligation to reimburse you, for interruptions or failures of the Internet or other services that are caused by actions of governmental authorities, other third parties or events beyond our control.

VIII. Problems and Disputes

These terms will continue to apply until terminated, either by you or by VOXA.

VOXA may terminate these terms or suspend your access to them at any time if it believes that you have violated any of these terms, if it ceases to provide the VOXA service or any other material component thereof, by giving you reasonable notice or to the extent it deems necessary to comply with applicable law.

If you or VOXA terminate these Terms or if VOXA suspends your access to the Service, you agree that VOXA will not have, subject to applicable laws, any liability to you and (except as expressly stated in these Terms), VOXA will not refund any amount you have already paid. You may terminate these terms at any time, in which case you will no longer be able to access or use the service.

IX. Limitation of Liability

The VOXA Service is provided "as is" and "as available", without warranty of any kind, whether express, implied or statutory. VOXA does not guarantee that the VOXA service or content is free of malware or other harmful components.

Subject to applicable laws, you agree that your sole and exclusive remedy for any problem or dissatisfaction related to the VOXA service is to uninstall the VOXA application and stop using the VOXA service.

Each user is directly responsible for making their own independent assessment of the products available on the site in terms of quantity/quality, etc.

VOXA is not responsible to any natural or legal person who uses or relies on the Content.

Any statement or opinion expressed in the content of the site, in articles, podcasts or through comments, belongs to the author and does not reflect the opinions or position of VOXA.

VOXA is not responsible for covering claims from third parties of any nature that may arise in connection with the use, copying or falsification of the site/application or the content by third parties, regardless of whether it has been informed, knew or should have known of such possibility.

VOXA does not offer any direct or indirect guarantee that:

- The Service will be according to the Client's requirements;
- The Service will be uninterrupted, secure or free of errors of any kind;
- The products/services obtained free of charge or in exchange for a fee will meet the requirements or expectations of the Consumer.

Under no circumstances will VOXA, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers or licensors be liable for

(1) any indirect, special, incidental, punitive, exemplary or consequential damages;
(2) any loss of use, data, business relationships or profits (direct or indirect), in all cases arising from the use or inability to use the VOXA service, the devices, the applications of third parties or the content of the applications of third parties; or
(3) total liability for all claims related to the VOXA service may not exceed the amounts paid by you to VOXA in the twelve months prior to the first claim. To avoid doubt, these conditions do not limit VOXA's liability for fraud, false statements or other acts committed with direct intent.

This document is subject to current laws. In the event that disputes arise between the parties, they will first attempt to resolve them amicably. VOXA expresses its willingness to

resolve quickly, efficiently, amicably, alternatively and extrajudicially, the notifications, complaints and controversies in which it is a party, using all applicable legal mechanisms and measures.

Subscribers have the possibility of submitting the respective claim to VOXA at any time. The maximum period for resolving complaints or notifications is 30 calendar days from the date of receipt.

If it is not possible to resolve the disagreements amicably, the dissatisfied party will

address the competent courts of Romania.

The terms and conditions available on the site may be made available to customers in various languages. In case of discrepancy between the Romanian version and the version in another language, the Romanian version will prevail. The same situation applies in case of subsequent modifications of the terms and conditions. If any of the provisions of these conditions is declared null, illegal or inapplicable, the validity, legality and applicability of the other provisions will remain in full force and effect.

X. Protected Intellectual Property Rights

The visual interfaces, graphics, design, information, computer code (including source code and object code), products, services and all other elements of the site and the platform are protected by copyright, commercial laws, patents and registered trademarks, international conventions and all other relevant intellectual property rights and applicable laws. All materials made available to subscribers are protected by intellectual property rights that VOXA declares that it will respect and that do not infringe any copyright or any other related right.

You agree that users are prohibited from: copying, making public or exhibiting, transmitting, publishing, modifying, adapting, creating derivative works or making unauthorized use of works that are protected by intellectual property rights.

These infringements, as well as the commercialization or the attempt to commercialize the contents, will be considered violations of intellectual property rights and the infringer will be sanctioned in accordance with applicable law, VOXA being able to also terminate or suspend the subscription.

VOXA respects the intellectual property rights of third parties and requires that users also comply with any intellectual property right of VOXA or third parties. The design, form and content of the site, including, but not limited to, all textual content, graphics, technical sources of all present and future services and facilities, photographs, images, sound, sequences and video sessions, are the exclusive property of VOXA and/or, where applicable, of VOXA's partners. They are protected by copyright, trademark rights and other laws and treaties. VOXA assumes no responsibility for the veracity of the intellectual property rights held by its commercial partners and that are used on the site as a result of the agreement of the latter. In the event that the content of the site refers to VOXA's commercial partners, specifically either to their intellectual property rights or to the commercial activities they carry out, namely, commercial campaigns, products and services, prices, etc., VOXA is not responsible for the accuracy and legality of the information of said content, which is made available in its entirety by the Commercial Partners, these being fully legally responsible with respect to said content.

Users may access the content of the site only for private and non-commercial use.

Any use of the content for purposes other than personal, private and non-commercial may only be carried out with the prior written consent of VOXA's representatives and indicating the source of the information.

XI. Personal Data Processed by VOXA

In accordance with the provisions of Regulation 679/2016 on the processing of personal data, VOXA, through the website and/or application, will process the following categories of personal data of subscribed users:

- Name and surname;
- Email address;
- Billing and/or residential address;
- Unique IP identifier of computer and/or mobile phone; Data such as cookies from the application and the website;
- The type of bank card, its last four digits and the expiration date, if the subscriber selects the option to save the card details.

- Time the user spends on the platform

For non-subscribed users, who access the content offered by VOXA for a limited and free period, the operator will process the following categories of data:

- Unique IP identifier of computer and/or mobile phone;

The collection of personal data will be carried out for the purpose of executing the contractual provisions. The data listed above will be stored and processed for the period necessary to comply with the rights and

- Data such as cookies from the application and the website;

obligations of the parties, but no more than 3 years, counted from the execution of the last contractual obligation, unless other legal provisions stipulate another term.

The legal basis for these treatments is that provided for in art. 6 paragraph. 1 letter. b) and f) of the Regulation:

b) the execution of a contract in which the interested party is a party or the application, at the request of the latter, of pre-contractual measures;

f) for the purposes of the legitimate interests pursued by the Operator.

VOXA makes every possible effort to ensure that all personal data remains confidential and is not transmitted to third parties, with the exception of payment platform providers and online advertising service providers, but only with respect to those data that are necessary to make the subscription payment, as well as to TI service providers such as: Stripe, Google Ads, Facebook Ads.

VOXA guarantees that the processing of personal data is carried out strictly for the purposes of complying with the contractual object and/or legitimate interest, that it will not use said data for other purposes and that it will ensure the security and adequate conservation of the documents containing these categories of data. By accessing the site and subscribing, you consent to VOXA processing your personal data.

The operator will take the necessary measures to ensure that your data is treated, stored and secured in accordance with current regulations. Likewise, the transmission of data to third parties through which VOXA carries out its activity is necessary to fulfill the aforementioned purpose. Third parties have limited capacity to legally and contractually use and process this data for purposes other than those established in this document, and we will ensure that they are subject to obligations of confidentiality and security.

Except for the making available of data to the third parties indicated above, VOXA will not transfer your personal data to other persons, in the absence of a legal basis, without obtaining your prior consent.

The personal data processed by the Operator will be stored as follows: (a) on the computer devices of the Operator's personnel, in editable or scanned format;

The personal data processed by the Operator will be stored as follows:

- (a) on the Operator's staff's computer devices, in editable or scanned format;
- (b) on the company's servers;
- (c) on Google Cloud or Microsoft Azure servers.

We inform you that, in accordance with the provisions of the Regulation, you have the following rights as a data subject:

- **Right of access:** This allows you to request information related to the categories of personal data we process, the purpose of the processing, third parties who have access to the data, as well as any other relevant information you wish to know;
- **Right to rectification:** If the data provided is no longer up-to-date or if there is a material error, you may request that it be corrected;

- **Right to erasure (right to be forgotten):** This right is limited by our need to retain and process the data in case of a legal obligation or right that we have, (b) for archiving purposes in the public interest, (c) for statistical purposes, or (d) for any other interest or purpose necessary for the exercise of our activity or that results from the contractual relationship between the parties;
- **Right to restriction of processing:** When (a) the processing is unlawful, until the unlawfulness of the processing has been verified and, if applicable, established; (b) you believe your data is incorrect, during the period required to verify its accuracy; (c) other justified reasons that support such restriction;
- **Right to object to processing:** You are granted this right if you object to processing justified by the Operator's legitimate interest, except when (a) the grounds for processing are legitimate and override your interests, rights, and freedoms, or (b) the data is processed for the establishment, exercise, or defense of legal claims.

If you object to the processing of data for which you have previously given your explicit consent, you have the option to withdraw your consent.

- **Right to data portability:** The Regulation grants you the right to receive your personal data that you have provided to us, as well as the right to request the transmission of your data to another institution, to the extent that VOXA has the logistical and technical capability to proceed with such transmission.
- **Right to lodge a complaint** with the supervisory authority for personal data protection. The contact details of the authority are: **Name:** National Authority for the Supervision of Personal Data Processing

For more information regarding the processing of your data or to exercise your rights recognized under the Regulation, you can contact VOXA's compliance officer at the following email address: help@voxabooks.com