

## TERMS AND CONDITIONS FOR GENERAL USAGE OF THE DIGITAL PLATFORM

[www.tweetreserve.com](http://www.tweetreserve.com) ("**Platform**")

**The usage of the platform implies the express and integral knowledge and acceptable of the present terms and conditions. The user who does not agree with these terms and conditions has the full right to not use the platform. However the usage of the platform demonstrates complete, total and unconditional acceptance of said terms and conditions.**

1. **Object.** These terms and conditions regulate the relationship between the User and Amnesty International Spain (the "Administrator") in regards of access and usage by the User of the Platform. The User, upon accessing the Platform through any known means or any means yet to be known and / or accepting the terms and conditions, is bound by them.

The Platform is a tool administered by the Administrator, through which Users will donate blank Tweets to the Administrator, in order for the Administrator to have a reserve of blank Tweets that will later be used to position the different human right causes supported by the Administrator as trending topics in Twitter and Spain.

The donation of blank Tweets will be done through the Platform, for which Users must register on the Platform by entering a valid Twitter user name and the Twitter password of said user and choosing the Tweets that they wish to donate (Users can donate between 1, 5 or 10 Tweets per donation and are allowed to donate as many times as they want).

2. **Users.** The Platform may be used by natural persons who meet all of the following requirements, in addition to any other established in this document:
  - (i) Users over the age of 14 years old. If they are under 18, but over 14, they must have authorization from their parents or legal guardians;
  - (ii) Accept the present terms and conditions; And
  - (iii) Accept the processing of personal data,
  - (iv) Any user who enters a valid Twitter username and a valid Twitter password; (the users").
3. **Scope of the terms and conditions.** The following terms and conditions govern the usage of the Platform in its entirety, therefore, by clicking on the ACCEPT window, you express your understanding and acceptance of these terms and conditions, as well as the guidelines, rules, notices and other conditions and additional terms published within the Platform, which are an integral part of these terms and conditions.

4. **Tweets Donation.** All Users who comply with terms and conditions, enter a valid Twitter username and a valid Twitter password, may donate blank Tweets to the Administrator (the User may choose between 1, 5 or 10 Tweets by donation and is allowed to donate as many times as he or she wants).

Once the User donates as many blank Tweets as he / she sees fit, the Administrator will use said Tweets to support the humanitarian cause that he / she considers necessary to highlight or position through Twitter. The Administrator will compose the content and hashtag of the blank Tweets donated by the User in order to position in Spain a trending topic associated to the humanitarian cause chose at the discretion of the Administrator.

The user acknowledges that he has legal right or saying in the cause that his Twitter user will be supporting through the donated Tweets. The wording and hashtag used in Tweets donated by the User will be exclusive to the USER.

Once the user has donated his / her Tweets, he / she can modify the number of donated Tweets (increase or decrease the amount of donated Tweets). However the User will not be able to remove through the Platform any donated Tweets that have already been published by the Administrator by means of the User's Twitter account.

Once the Administrator has published any Tweets donated by the User (Which have been previously composed by the Administrator) in the User's Twitter account, these will appear in the User's Twitter account timeline. The User will not be able to edit them, but he will be able to delete them manually from his Twitter account.

By entering your Twitter account and password to the Platform, proceeding with the donation of Tweets and accepting these terms and conditions, the User agrees to (i) the Administrator having access to the User's Tweets and Timeline, (ii) knowing who is the User currently following on Twitter, (iii) following new users through the User's Twitter account, (iv) publishing only donated Tweets in the name of the User, (v) having access to the User's Twitter direct messages, and (vi) knowing the User's email address.

5. **Modifications.** The Administrator may modify these terms and conditions at any time and notify the User, through email, notifications on the Platform, or any other effective means. The User must accept these changes when entering the Platform in order to continue using the Platform in accordance with the new terms and conditions.
6. **Updates.** The Administrator is not obligated to provide updates or improvements to the Platform. However, if the Administrator, in its sole discretion, updates, changes, downgrades or improves the Platform, these terms and conditions will apply to said updates, changes, downgrades, improvements, etc., unless otherwise indicated in an explicit manner. To this end, the Administrator, by the means he

deems appropriate, will notify the User about the updates, changes, downgrades, and the latter must give his acceptance if he wishes to continue using the Platform.

7. **Software.** The User directly, indirectly or through a third party may not use any software, service or application that modifies, closes, restricts, or redirects, or attempts to modify, close, restrict or redirect the Platform. The User will not access the Platform using automated means (such as harvesting bots, robots, spiders or scrapers), nor may he allow a third party to access and / or use the Platform on his behalf or on his behalf through an automated process such as example, robots or web crawlers or periodic storage of the information contained in the Platform. The User agrees to be solely responsible (vis-à-vis the Administrator and third parties) for all activities carried out on the Platform, and will hold the Administrator, its employees, shareholders, partners, subsidiaries, representatives, distributors, contractors and / or service providers unscathed. , etc., (hereinafter the "Parties Eligible for Compensation") for this concept. The User may not use any software or hardware that reduces the number of users who access or use the Platform.
8. **Intellectual Property.** The User cannot modify, copy, distribute, transmit, display, perform, reproduce, publish, grant licenses, store, create derivative works, disclose, assign, sell and in general use commercially any information, software, products or services contained within or that are part of the Platform.

All the content of the Platform, including but not limited to photographs, texts, drawings, trademarks, music, software, technical developments, designs, images and in general all goods protected by the right of intellectual property, the right of image and / or the right of the domains (the "Materials") that are provided to be seen, used or downloaded through the Platform or that are used in Tweets donated by Users, belong and will belong to the Administrator or to third parties that have authorized the Administrator to include them in the Platform and / or in Tweets donated by Users. The User declares that he / she knows and accepts that he / she does not have or will have any rights over the Materials and that the use he / she makes of them must always be a private non-commercial use, that does not violate the honest uses in regards of intellectual property law.

The User accepts and acknowledges that the Administrator will compose the content of the Tweets, including, but not limited to photographs, texts and drawings, and hashtags sent from the User's Twitter account, for causes supported and chosen exclusively by the Administrator, causes which belong and will belong exclusively to the Administrator. The User declares to know and accepts that he has no rights whatsoever over the content included by the Administrator in the Tweets donated by the User and that the use he makes of them must always be a private non-commercial use, that does not violate the honest uses in regards of intellectual property law.

The User may not reproduce, disassemble, decompile and / or use reverse engineering techniques in the Platform, the Materials or in the software of the

Platform and / or the Materials. All Materials are protected by laws and legal provisions contained in international treaties on intellectual property law. Through these terms and conditions, the User is clearly and directly informed that the Materials are protected by national and international regulations on intellectual property rights, so the User accepts that any use he makes of the Materials outside of the honorable uses in regards of intellectual property law is a use of bad faith, with the manifest intention of harming the Administrator or a third party and obtaining a profit for himself or for a third party for it.

If the User infringes the intellectual property rights of another person, or if the Administrator receives information about a possible infringement of the rights of third parties, the Administrator will be empowered to delete the information of the offending User immediately and pursue compensation for the damages caused. to the Administrator as a result of the infraction. The User is solely responsible for the content that they upload or use in the Platform.

9. **User's liability.** The Administrator will use its best efforts to make the Platform a secure site, but can not guarantee it. The security of the Platform is also the responsibility of the User, which implies the following commitments:

- (i) Not to send or post in any way unauthorized commercial communications (such as spam) on the Platform;
- (ii) Not to collect content or information from other users, or access the Platform in any other way, using automatic means (such as harvesting bots, robots, spiders or scrapers) without prior authorization from the Administrator;
- (iii) Not to participate in the Platform in illegal multilevel marketing, such as the pyramid schemes;
- (iv) Not to access the information of another user;
- (v) Not to publish content that is hurtful, intimidating or pornographic, that incites graphic violence or unjustified violence, racism, hatred, or harassment;
- (vi) Not to publish content that harms the rights of any human being (child, adult or elderly);
- (vii) Not to use the Platform for illicit, deceptive, malicious or discriminatory acts.
- (viii) Not to take any action that could disable, overburden or affect the correct functioning of the Platform, such as a denial of service attack.
- (ix) To not allow or encourage the violation of these terms and conditions;
- (x) Not to publish upload, send, copy, download, distribute or transmit any text, graphics, files, images, software, music, databases, audio, video clips, information or other material that: infringes patents, rights of authorship, trademarks, trade secrets, moral rights or other intellectual property rights or privacy;

Likewise, as a condition for the use of the Platform, the User (i) will not use the services for any illegal purpose, which is prohibited by current norms, honest uses and / or terms and conditions, or that violates the honors and the good name of the or third parties; (ii) may not use the Platform in any way that could damage, disable, overload, reduce and in general modify the capacity of the Platform or

interfere in the use and enjoyment of it by third parties; (iii) may not circumvent, deactivate or manipulate in any other way, or attempt to circumvent, deactivate or manipulate the security functions of the Platform, or alter or modify any part of the Platform; (iv) may not attempt to obtain unauthorized access to any account and / or information of third parties, or interfere or manipulate in any way the accounts, computer systems or networks related to the Platform; (v) may not obtain or attempt to obtain from the Platform and / or the Administrator any material or information by any means that have not been intentionally provided or made available through the Platform; (vi) may not offer services for commercial purposes to third parties nor is it entitled to receive any amount from third parties for the use of the Platform, either directly or indirectly, without the explicit written consent of the Administrator; (vii) is fully and exclusively responsible for the use given to the Platform and will keep the Parties Eligible for Compensation unscathed for this concept; (viii) guarantees that all the information sent, incorporated and / or expressed in the use of the Platform is true and accurate and that it does not hide or alter information of any kind.

If the User breaches the terms of these terms and conditions, in any way puts the Administrator at risk or exposes it legally, the Administrator may block or restrict the User's access to the Platform.

The Administrator may investigate in accordance with the relevant Spanish regulations, violations of any of the above general prohibitions for the use of the Platform. Therefore, the Administrator may cooperate with the authorities in the investigation initiated against the Users who fail to comply with these Terms and Conditions.

10. **Uses of the Platform.** After the present terms and conditions have been accepted, the User will not (i) use the Platform in surveys, contests, pyramid schemes, message chains, spam, mass mail or in any repetitive message, widely disseminated or not; (ii) defame, abuse, harass, spy, threaten or otherwise infringe the legal rights of others (such as the right to privacy) that use the Platform; (iii) create a false identity in order to mislead other users or the Administrator; (iv) publish, transfer, distribute, or disclose on the Platform any subject, name, information or material that is inappropriate, irreverent, defamatory, obscene, indecent, intimidating, illegal or that incites violence; (v) transfer, offer sequences or otherwise provide files or other material containing images, photographs, software or other material protected by intellectual property rights, the right to privacy or image, unless you have the right to ownership or control of the corresponding rights or has received all the necessary consents to proceed in such manner; (vi) use any material, works or information, including images, texts and photographs, that are provided through the Platform in any way that infringes the rights of third parties; (vii) transfer, offer sequences or otherwise provide files or other material that contains viruses, "Trojans", "worms", time bombs, deletion programs, damaged files or any other similar software or program that may impair performance of the equipment of third parties, those of the Administrator and / or Parties Eligible for Compensation; (viii) violate any code of conduct or any

guideline that is applicable to the Platform; (ix) Use the Platform to collect or compile information about third parties, including email addresses and / or Twitter users.

## **11. Personal data protection**

11.1 Although each User entering their valid Twitter username and their valid Twitter password expressly accepts the Administrator's personal data protection and treatment policy, available at <https://www.es.amnesty.org/politica-de-privacidad/>, by accepting these terms and conditions, the User authorizes the Administrator to collect, store, process, update and use the User's personal information consisting of: name, surname and email, for the Administrator's database. The legal basis that legitimates the processing of your data is obtaining your consent by accepting these legal bases. The Administrator will not share any personal information with third parties for marketing purposes, or for fraudulent purposes or anything that contravenes the applicable rules on protection of personal data. The personal data will be kept indefinitely by the administrator unless your consent is withdrawn.

11.2 The User must provide his / her personal information (name, surnames and email) in the means that the Administrator deems necessary, in an exact, accurate and true manner (the "Personal Data") and commits to updating the Personal Data as necessary . The User declares and guarantees that the Personal Data is accurate, true, current and authentic.

11.3 By providing his Personal Data, the User is authorizing the Administrator to process their Personal Data in accordance with the purposes established in their privacy policy, available at <https://www.es.amnesty.org/politica-de-privacidad/>. However, we inform the User that the Administrator may contact you through the email address provided to keep you duly informed about the use we make of your tweets, as well as the results of the campaigns carried out through this platform.

11.4 If the User is under legal age, they can only provide the Personal Data with the prior authorization of their parents or legal guardians. It is understood that users under age have said authorization by accepting these terms and conditions and / or using the Platform. However, the administrator may require a user to provide such authorization at any time, reserving the right to cancel the User's access in the event that said authorization is not provided.

11.5. If the Administrator verifies or suspects that the participation or registration of any User in the Platform is malicious, against to the law, contrary to these terms and conditions and / or contrary to good faith, he will proceed to delete his username and password from the Platform and if deemed necessary, may initiate legal actions. The Administrator reserves the right to request any additional voucher and / or information to verify the accuracy of the Personal Data, as well as temporarily or permanently suspending your username and password while the data validation takes place.

11.6. On the other hand, we inform you that your personal data may be processed by service providers inside or outside the European economic space, however, the administrator will take the necessary measures to ensure that your personal information has the level of protection required by applicable data protection laws and in accordance with legally recognized data transfer mechanisms, such as a valid Privacy Shield certification (in the case of a data transfer to a certified American recipient of Privacy Shield) or standard contractual clauses approved by the EC.

11.7. The Administrator adopts the security levels required by current regulations, applicable to the nature of the data that is being processed at any given time. However, the foregoing, technical security in an environment such as the Internet is not impenetrable and there may be fraudulent actions by third parties, even if the User exhausts all necessary and available means to avoid such actions.

11.8. The User may exercise their rights of Access, Rectification, Cancellation and Opposition, as well as other rights recognized in the current regulations, in the legally foreseen terms, by sending an email to the following address: [dpo@es.amnesty.org], indicating in both cases your name, surnames and a copy of your identity document. If you consider that your rights have been violated, you can file a claim with the Spanish Data Protection Agency. You can expand information about the administrator and consult the extended privacy policy at the following link: <https://www.es.amnesty.org/politica-de-privacidad/>

12. **Liability Disclaimer.** The Administrator provides the User with the Platform "as it is", "with all the defects" and "as it is available", the User assumes all risks associated to its usage. The Administrator and / or Parties Eligible for Compensation are not responsible for the use that the User intends to give or will give to the Platform.

The Administrator will not be responsible for the information provided by the User in the Platform, the User is directly responsible for the information.

The User accepts and acknowledges that the Administrator will compose the content of the Tweets and hashtags sent from the User's Twitter account for causes supported and chosen exclusively by the Administrator. In no case shall the Administrator be liable for direct and / or indirect damages caused by the User's support for the human rights causes of the Administrator and / or the wording and / or hashtags used in the Tweets sent from the User's Twitter account by the Administrator, in compliance with these terms and conditions. Your sole and exclusive remedy will be to interrupt the use of the Platform, remove from the Platform the donated Tweets that have not yet been published and / or remove manually from your Twitter account the Tweets published by the Administrator via the User's Twitter account.

The Administrator is not obligated to provide access to the Platform in a secure manner free from interruptions or errors, nor is he obligated to correct any defects in the functioning or functionality of any software that is provided to the User. The Administrator may modify the Platform or functions at any time, in any way and for any reason. In no case shall the Parties Eligible for Compensation (where the Administrator is included) be liable for any direct and / or indirect damage based or resulting from the use of the Platform by the User. If the User is not satisfied with any part of the Platform or with any of the conditions of use set forth in the terms and conditions, his sole and exclusive remedy will be to interrupt the use of the Platform, eliminate from the Platform the donated Tweets that have not yet been published by the Administrator via the User's Twitter account and / or manually delete from their Twitter account the Tweets published by the Administrator.

The User agrees to indemnify, safeguard and keep the Parties Eligible for Compensation unscathed from any claim or demand, including attorneys' fees, filed by third parties arising from or derived of the use by the User of the Platform and / or the Materials outside of the terms of the Contract. The Administrator has the autonomous, exclusive and absolute right to prevent the use of the Platform by the User and / or to report the User to the competent authorities for breach of the terms and conditions. Likewise, it has the right to collect the sums that have been generated for the damages and losses caused by the User.

Each User when registering on the Platform will be responsible for maintaining the confidentiality of their account and password. The Administrator is not responsible for the contents, data and information that each of the Users of the Platform enters in the fields and spaces established for inputting the information requested by the system.

Each User will be responsible for the bad and / or erroneous administration that he makes of his registered account in the Platform. That is why a commitment to keep the information stored on the Platform updated is required from the User.

13. **Security** The Administrator uses appropriate technology and takes the appropriate security precautions for the development, operation, maintenance and / or use of the Platform. Other than the adoption of adequate security measures, the Administrator does not guarantee that the Platform is fully armored against inappropriate use, disclosure, loss, sale, license, destruction, etc. of your personal information and / or files on your computer due to third party attacks or actions or anything that is beyond the control of the Administrator. It is the personal responsibility of the User to ensure that his computer is adequate and safe and is protected against software such as Trojans, computer viruses, worm programs and / or hacking.

The Platform may contain direct links to other Internet web pages, and for this reason, the Administrator will not be responsible for the content or information of other web pages since it does not have power or control over said web pages.

Each User acknowledges and accepts that the Administrator will not be responsible in any way for the content of any linked website, nor for any loss or damage caused by the use of any website linked to the website.

#### **14. Other Aspects on the Use of the Platform**

- i.** Access to the services offered via the Platform will be made through a valid Twitter user name and the according valid Twitter password, which is completely personal and non-transferable. The User assumes the consequences for breach of confidentiality and misuse of passwords and access codes.
- ii.** Each User may only have one registration account and acknowledges that the Administrator may cancel the account of any User if the Administrator has reason to suspect that the User has registered or controls two or more User accounts at the same time.

By entering your Twitter account with your password to the Platform, making the donation of Tweets and accepting these terms and conditions, the User agrees that the Administrator may (i) read the Tweets of his Twitter chronology, (ii) know who the User follows in his Twitter account, (iii) follow new people from the User's Twitter account, (iv) publish only the Tweets donated on behalf of the User, (v) access direct messages in the User's Twitter account, and (vi) know the User's email address.

- iii.** Cookies Policy: The Administrator may use data storage and recovery devices ("Cookies") in the Platform to obtain certain information from Users. In compliance with the provisions of article 22.2 of the Information Services Law ("ISSL"), the Administrator will only use Cookies when the User has given his prior consent to do so in accordance with what is indicated in the browser's pop-up window of the User when accessing the Platform for the first time.

Most browsers automatically accept Cookies, however these can be configured to not accept them. It is important to note that in this process the Administrator does not extract personal information from Users. Cookies only allow the User's experience in the Platform to be more efficient. If the User does not accept Cookies, he will not be able to enjoy some functions of the Platform.

- iv.** Exclusion of Warranties: The Administrator does not guarantee the availability, continuity or ineffability of the operation of the Platform, and as a consequence, excludes, to the maximum extent permitted by current legislation, any liability for damages and prejudices of any nature that may be due to the lack of availability or continuity of the operation of the Platform and the services provided in it, as well as to errors in accessing the different web pages or those from which those services are provided. However, the

Administrator guarantees the commitment to verify and continuously monitor its contents and information.

Once the Administrator's team is aware of the possible technical difficulties that prevent the normal operation of the Platform, the necessary technical measures will be taken, which also includes the prior notification to Users, through the email address enabled and / or through the same Platform.

In no case may the Administrator be held responsible for any failure or interruption of the contents or services delivered through the Platform as a direct or indirect result from acts of nature or any forces or causes beyond our control, including, without limitation, failures of the Internet, telecommunications or any other equipment, power failures, strikes, labor disputes, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, war, government actions, orders of national or foreign courts or non-compliance of third parties.

- v. Notifications: Any comment, concern or claim regarding the above terms and conditions, the Privacy Policy, or the execution of any of these, must be notified in writing to Amnesty International Spain at:

Address:

Secretariado Estatal

Fernando VI, 8, 1º izda.

28004 Madrid

Spain

Telephone: + 34 91 310 12 77

Email Address: [info@es.amnesty.org](mailto:info@es.amnesty.org)