

TERMS AND CONDITIONS OF USE (TCU)

DriveX Studios Platform

These General Terms and Conditions of Use (hereinafter the “GTCU”) govern access to and the proper use of the DriveX Studios platform, accessible in particular via the website www.drivexstudios.com.

1 — Platform Publisher

The platform is published by:

DRIVEX STUDIOS, S.L.

A company incorporated under Spanish law

Tax ID: B26691774

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2 — Purpose of the service and Acceptance of these Terms and Conditions

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The DriveX Studios Platform provides, among other things:

- access, through a monthly subscription, to premium content made available exclusively to registered users maintaining an active subscription, subject to the applicable terms relating to access, duration, renewal and pricing as displayed on the Platform or in any specific terms and conditions;
- the hosting, display and provision of digital content, some of which may be restricted to individuals aged eighteen (18) years or older due to its nature, subject matter or adult content;
- access to promotional activities, promotional initiatives and interactive experiences, all of which remain subject to their own specific rules and conditions.

Participation in any promotional activity is governed exclusively by the specific rules applicable to the relevant activity. The purchase of any subscription, digital content, service, feature or other product offered through the Platform has as its primary purpose access to DriveX Studios content, services, features and entertainment experiences. Promotional activities, where available, are ancillary features of the Platform and do not constitute the primary purpose of the Platform, its subscriptions, digital content, services or purchases.

Where a promotional activity includes a free method of participation, the applicable conditions, procedures and limitations shall be described in the relevant specific rules. Promotional activities

organised through the Platform may be based on objective criteria, knowledge-based assessments, skill-based mechanisms or any other legally permitted format described in the applicable specific rules. The designation of a winner is never determined exclusively by chance and takes place in accordance with the applicable specific rules. The purchase of any product, subscription, service, feature or access offered through the Platform does not guarantee the award of any prize, benefit or specific outcome. The purchase of a subscription, digital content, or any other product offered on the Platform does not increase a participant's probability of success in a promotional activity based on skill, knowledge, or an objective criterion.

- the possibility of making one-off purchases (“One Shot”) independent of any subscription and intended to provide access to specific content, services, features or experiences identified at the time of purchase;
- additional commercial features intended to enhance the user experience and facilitate access to certain content, features, events, or interactive experiences. The characteristics, availability, scope, limitations, pricing and effects of such features shall be described on the Platform or in the applicable documentation.

Acceptance of these Terms of Use By accessing the Platform or registering by creating an account, the User unreservedly accepts these General Terms and Conditions of Use (GTC). The User hereby declares that they have read, understood and accepted these Terms, which are made available to them at all times prior to registration on the following website: www.drivexstudios.com. Should the User not accept these Terms, they must not register or access the Service.

3 — Access restricted to adults

This clause sets out the minimum conditions for accessing, viewing and using adult audiovisual content offered via the provider’s platform, website, application or digital service, with the aim of strengthening the protection of minors, establishing

reasonable access control measures and setting out the essential obligations of users.

Declaration of legal age and capacity

Access to adult audiovisual content is strictly reserved for natural persons over the age of eighteen (18) who have sufficient legal capacity to enter into contracts and to be legally bound.

The user declares, under their sole responsibility, that they meet the age of majority requirement and that they are accessing the service from a jurisdiction in which the viewing of this type of content is not prohibited by applicable regulations.

Access, registration, viewing, downloading, reproduction or any other form of use of the content by minors is expressly prohibited. Access control and age verification measures

The provider shall adopt reasonable, proportionate and technically appropriate measures to restrict minors' access to adult audiovisual content, including, where appropriate, mechanisms for expressly declaring legal age, age verification or estimation systems, enhanced access controls, labelling, prior warnings and any other organisational or technical measures that are required or recommended in accordance with the state of the art and applicable regulations.

The user undertakes to provide truthful, accurate and up-to-date information during the access and verification procedures. The provider may refuse, suspend or cancel access where there are reasonable grounds to suspect falsification, misuse, identity theft or failure to comply with the legal requirements for access.

Obligations regarding the protection of minors

The user undertakes not to provide access to the content to minors, not to share credentials, links, authenticated devices or any means that allow the implemented controls to be circumvented, and to diligently safeguard their passwords, access systems and devices.

Furthermore, the user acknowledges that the content is intended exclusively for an adult audience and that it may not be communicated, displayed or made available to minors, nor used in environments, spaces or circumstances where minors may have access.

4 — User registration

Access to certain features of the platform will require the user to register in advance by completing the form provided for this purpose. To complete the registration, the user must provide at least the following details:

- username or identifier chosen by the user;
- email address;
- password or login credentials, which must be stored in encrypted form or using technically secure mechanisms;
- express declaration of legal age, by ticking the relevant box, making a statement or using an equivalent system.

as well as any other information that may be necessary for the proper management of the account.

The user guarantees that all information provided during the registration process is true, accurate, complete and up to date, and undertakes to keep it duly updated at all times.

5.- Account creation

Once the registration process has been completed and, where applicable, the access conditions required by the platform have been verified, a personal, individual and non-transferable account will be created for the user.

The account will enable the user to be identified within the platform and to manage their access to the services, visual content, promotional activities and other features available to registered users.

The user shall be responsible for safeguarding their access credentials and maintaining their confidentiality, and shall be liable for any use made of their account where such use results from negligence, wilful misconduct or any action contrary to these terms and conditions.

6.- Requirements for access and activation of features

The platform may make access to certain features conditional upon the prior creation of an active account (active subscription), confirmation of the email address provided, verification of the age declared by the user, or compliance with any other technical or operational requirements reasonably necessary for the safe and proper provision of the service.

The provider may refuse to activate the account or restrict access to specific features where the information provided is incomplete, inaccurate or inconsistent, or where there are reasonable grounds to suspect fraudulent, automated, abusive or improper use contrary to the purpose of the platform.

7.- Features reserved for registered users

- participation in promotional activities, promotional initiatives or special offers;
- access to premium, exclusive or limited content or areas;
- use of interactive tools, such as comments, ratings, lists, favourites, history or personalised recommendations;
- access to features, services or functionality associated with registered user status.

In relation to any promotional activities organised by DriveX Studios, participation may be subject to compliance with specific conditions, as well as identity and/or age verification processes where necessary.

DriveX Studios may modify, cancel or suspend, in whole or in part, any promotional activity for justified reasons, including, but not limited to, cases of force majeure, technical issues, fraud, indications of irregular participation or any other circumstance that compromises its proper management, conduct or integrity.

In the event of fraud, false statements or failure to comply with the applicable requirements, DriveX Studios may cancel the participation, deny access to the relevant promotional activity or suspend the user's account.

8.- Proper use of the account and features

The user undertakes to use their account and the platform's features diligently, lawfully and in accordance with these terms and conditions, refraining from:

- creating multiple accounts for fraudulent or abusive purposes;
- impersonating third parties or providing false information;
- transfer, sell, rent or share the account with third parties, unless expressly authorised by the provider;
- use the platform to disrupt the normal functioning of promotions, polls, comments or any other features;
- use automated mechanisms, bots, scripts or technical means designed to circumvent restrictions, falsify interactions or gain an unfair advantage.

The user undertakes to inform DriveX Studios immediately should they detect:

- unauthorised access
- fraudulent use of their account.

G.- Suspension, restriction and cancellation of the account

The provider may temporarily suspend, restrict or cancel the user's account, as well as restrict access to one or more features, where any of the following circumstances apply:

- breach of these terms and conditions or the applicable specific terms;
- detection of suspicious, fraudulent or bad-faith activity;
- misuse of promotions, benefits or content on the platform;
- inaccurate or out-of-date registration details;
- the need to carry out technical, maintenance, security or regulatory compliance measures.

The adoption of these measures shall not give rise to any right to compensation for the user, without prejudice to cases where applicable legislation provides otherwise.

10.- Intellectual and industrial property

All content, elements, features and materials accessible via the Platform, including, but not limited to, videos, images, photographs, texts, designs, interfaces, trademarks, trade names, logos, distinctive signs, software, source code, object code, databases and any other content or element hosted or made available through the Platform, are protected by the applicable intellectual and industrial property legislation.

Ownership of these rights belongs to DriveX Studios or, where applicable, to third parties who have duly authorised their use, exploitation or provision on the Platform.

The user's access, browsing, registration or use of the Platform does not imply, under any circumstances, the assignment, transfer, licence or waiver, in whole or in part, of any intellectual or industrial property rights over the content and elements of the Platform, unless this is expressly stated in writing.

The reproduction, distribution, public communication, making available, transformation, extraction, reuse, decompilation, reverse engineering, exploitation or any other form of use, in whole or in part, of the content and elements of the Platform, by any means or procedure, is expressly prohibited without the prior, express and written authorisation of DriveX Studios or the holder of the relevant rights.

The user undertakes to use the Platform's content diligently, correctly and in accordance with the law, morality, public order and these General Terms and

Conditions of Use, refraining from any act that may infringe the intellectual or industrial property rights of DriveX Studios or third parties.

DriveX Studios reserves the right to take any legal or contractual action available to it against any unauthorised use of the content or the Platform.

11 — Liability

DriveX Studios provides the Platform and its features within a dynamic and constantly evolving digital environment; therefore, it does not guarantee the permanent, continuous, uninterrupted or error-free availability of the service, the website, the application or the content and features accessible through them.

Access to the Platform may be temporarily affected or suspended due to maintenance operations, updates, developments, technical incidents, network congestion, connectivity failures, third-party actions, force majeure or any other circumstances that may impact the operation of the digital ecosystem.

Limitation of liability

To the extent permitted by applicable law, DriveX Studios shall not be liable for any damages, losses, interruptions, errors, delays or lack of availability arising, directly or indirectly, from technical faults, system errors, service interruptions, server crashes, viruses, cyberattacks, technological incompatibilities, network incidents, actions by suppliers or any other technical contingencies beyond its reasonable control.

DriveX Studios shall not be liable for any misuse, improper use, unlawful use, fraudulent use or use contrary to these terms and conditions by any user of the Platform, nor for any damages or losses that such use may cause to other users, third parties or the service itself.

Each user shall be solely responsible for the use they make of their account, their credentials, the content, interactions, promotions or features they access via the Platform, as well as for compliance with the regulations applicable to them.

12 — Data Protection and Privacy Policy

Data Controller In compliance with the provisions of Regulation (EU) 2016/679 of 27 April, the General Data Protection Regulation, and Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights, the personal data provided by users when registering, signing up, accessing, browsing, contracting or using the digital platform will be processed by DRIVEX STUDIOS, S.L., with Tax Identification Number (NIF/CIF) B26691774, registered address at Calle Valle del Roncal nº 88, 28660 Boadilla del Monte – Madrid – Spain, and contact email privacy@drivexstudios.com (hereinafter, the “Data Controller”).

Data subject to processing The Data Controller may process the categories of personal data that

the user provides directly or that are generated as a result of using the platform, including, but not limited to:

- identifying data, such as first name, surname, username, date of birth, identification document or profile picture;
- contact details, such as email address, telephone number or postal address;
- access and authentication data, such as encrypted passwords, credentials, access logs, IP addresses, device identifiers, technical logs and browsing data;
- financial, transactional and billing data, such as purchase history, subscriptions, receipts, one-off purchases, partially masked payment methods, payment incidents and data necessary for administrative and accounting purposes;
- data relating to promotional activities, including participations, KYC verifications, identity verifications, and documents necessary for the award of any rewards;
- data derived from communications with the Data Controller or the customer service department;
- any other data that the user voluntarily enters into forms, profiles, content, communications or spaces provided within the platform.

Where the platform includes content or services restricted to adults, the Data Controller may process the information necessary to verify or confirm the user's age of majority, as well as to prevent access by minors where required. However, the Data Controller informs users that the collection and processing of personal data shall be governed by the principle of data minimisation, such that only data that is adequate, relevant and limited to what is necessary in relation to the legitimate purposes of the service shall be requested, collected and processed.

Purposes of processing The user's personal data will be processed for the following purposes:

- to manage the user's registration and the creation of their account on the platform;
- to verify their identity, age and, where applicable, compliance with the requirements for accessing certain content or services;
- to provide the contracted or requested services, including the management of monthly subscriptions, premium content, one-off purchases, the administration of promotional activities, interactive experiences and commercial operations, and to manage the award of rewards provided for by the applicable rules;
- to manage payments, collections, refunds, administrative issues and compliance with accounting, tax and legal obligations;
- to respond to enquiries, requests, complaints, technical issues or communications sent by the user;
- send operational or service communications relating to the account, security, the status of contracts, changes to terms and conditions, technical notices or information necessary for the proper performance of the contractual relationship;
- prevent fraud, unauthorised access, unlawful use of the platform, identity theft, breaches of contract and conduct contrary to the law or the terms of use;

- compile internal statistics, usage analyses, performance metrics, improve the platform, optimise the user experience and develop new features, using aggregated or pseudonymised information where possible;
- to send, where there is a sufficient legal basis, our own marketing communications regarding services, promotional activities, content, new features or platform functionalities, by electronic or non-electronic means;
- to comply with any legal obligations incumbent upon the Data Controller.

Legal basis for processing The processing of the user's personal data will be based, depending on the case, on one or more of the following legal bases:

- the performance of the contract or the implementation of pre-contractual measures requested by the user, for the creation of the account, access to the platform and the provision of the requested services;
- compliance with legal obligations applicable to the Data Controller, in particular regarding tax, accounting, consumer and user matters, information society services, fraud prevention and any others that may be required;
- the user's consent, where necessary for specific purposes, such as the sending of electronic commercial communications not covered by another legal basis, the use of certain optional data, or processing operations that legally require express authorisation;
- the legitimate interest of the Data Controller, where applicable, to ensure the security of the platform, prevent fraud, manage incidents, defend its rights, improve services, carry out internal analyses and maintain the relationship with users, always within the limits established by applicable regulations.

In cases where processing is based on consent, the user may withdraw it at any time, without this affecting the lawfulness of the processing carried out previously.

Mandatory or optional nature of the data The data requested in the registration or contract forms that are marked as mandatory will be necessary to process the user's registration, manage their account, provide the requested services or fulfil the Data Controller's legal obligations. Refusal to provide such data may prevent registration, access to certain features or the proper provision of the service. Data not marked as mandatory is optional; however, failure to provide it may affect the quality, personalisation or full functionality of certain services or features.

Data retention Personal data will be retained for as long as necessary to fulfil the purpose for which it was collected and, subsequently, for the applicable statutory or contractual limitation periods, whilst liabilities may arise for the Data Controller or a legal obligation to retain the data exists. In general:

- account and registration data will be retained for as long as the user maintains an active account;
- data relating to financial transactions and invoicing will be retained for the periods required by tax, commercial and accounting regulations;
- data processed on the basis of consent will be retained for as long as such consent is not withdrawn;

- data necessary for handling complaints, exercising or defending rights and preventing fraud may be retained for as long as associated risks, proceedings or liabilities remain.

Once the above periods have expired, the data may be blocked and retained solely for the use of judges, courts, public administrations or competent authorities for the periods established by law, after which it will be deleted.

Recipients and disclosure of data Personal data may be disclosed to third parties where this is necessary for the performance of the contractual relationship, for compliance with legal obligations, or where the user has given their express consent. In particular, the following may have access to the data:

- technology, hosting, maintenance, support, electronic communications, analytics, identity or age verification, fraud prevention, customer service providers and other auxiliary service providers necessary for the operation of the platform;
- financial institutions, payment gateways, collection service providers or payment processing platforms, to the extent necessary to manage financial transactions;
- public administrations, judicial bodies, law enforcement agencies, supervisory authorities or other third parties, where there is a legal obligation, a court order or a need to fulfil legitimately enforceable responsibilities;
- companies within the same business group, where this is necessary for internal administrative purposes, centralised service management or the coordinated provision of functionalities, always in compliance with applicable regulations.

Where third parties access personal data on behalf of the Data Controller, such access shall be carried out in their capacity as data processors, subject to the relevant contract or other binding legal instrument in accordance with the terms required by data protection regulations.

International data transfers In general, the Data Controller shall endeavour to ensure that the processing of personal data takes place within the European Economic Area. However, in the event of using suppliers or services located outside this area, or which involve access from third countries, the Data Controller shall adopt the appropriate safeguards required by applicable regulations, such as adequacy decisions, standard contractual clauses, binding corporate rules or other mechanisms valid at any given time. The user may request further information regarding international data transfers and the safeguards applied via the contact channels indicated in this clause.

Users' rights The user may exercise, in accordance with the terms set out in the applicable regulations, the following data protection rights:

- the right of access to their personal data;
- the right to rectify inaccurate or incomplete data;
- the right to erasure where, amongst other reasons, the data is no longer necessary for the purposes for which it was collected;
- the right to object to processing in certain circumstances;
- the right to restriction of processing;
- the right to data portability where applicable;

- the right not to be subject to decisions based solely on automated processing, including profiling, where such decisions produce legal effects concerning the user or similarly significantly affect them, except in cases permitted by law;
- the right to withdraw consent at any time.

To exercise these rights, the user may submit a written request to privacy@drivexstudios.com, specifying the right they wish to exercise, their identity and the information required to process the request. The Data Controller may request reasonable additional information to verify the applicant's identity where necessary.

Enhanced protection measures The Data Controller shall adopt enhanced technical and organisational measures to prevent unauthorised access, leaks, improper re-identification or incompatible uses of the personal data collected. In particular, the Data Controller shall endeavour to:

- restrict internal access to the data to strictly authorised staff;
- pseudonymise or separate identifying information where possible;
- avoid unnecessary linking between the user's real identity and their activity on the platform;
- use payment and verification providers that offer sufficient guarantees regarding privacy and security;
- implement encryption mechanisms, access controls, incident logging and secure credential management.

However, the user acknowledges that internet security measures are not impregnable and that, although the Data Controller will use reasonable and proportionate means to protect the information, it cannot guarantee the platform's absolute invulnerability.

User's obligations regarding the data provided The user guarantees that the personal data provided is true, accurate, complete and up to date, and undertakes to notify the Controller of any changes affecting such data. If the user provides data relating to third parties, they declare and guarantee that they have sufficient authorisation to do so and that they have previously informed said third parties of the content of this clause, thereby exempting the Data Controller from any liability arising from a breach of this obligation. The user shall be solely liable for any false, inaccurate, out-of-date or unauthorised information provided, as well as for any damages that this may cause to the Data Controller or to third parties.

Commercial communications The sending of commercial communications, where applicable, by electronic means relating to the Controller's own products or services shall be carried out in accordance with the provisions of the legislation in force at any given time. Where such communications require the user's consent, this will be requested in advance, specifically, freely and in an informed manner. In cases permitted by law where such consent is not required, the user may object at any time to continuing to receive commercial communications, simply and free of charge.

Use of cookies and similar technologies The platform may use first-party and third-party cookies, pixels, SDKs or other similar technologies for technical, functional, analytical, personalisation, security or advertising purposes, in accordance with the applicable cookie policy at any given time. Where the use of such technologies requires consent, this will be obtained through the

information and configuration mechanisms provided for this purpose.

Amendment of the data protection clause The Data Controller reserves the right to amend this clause to adapt it to regulatory changes, interpretative criteria of supervisory authorities, new case law, changes to the platform's operations or changes to the data processing carried out. In the event of substantial amendments, the Data Controller will inform users by reasonable means, via a notice on the platform, email or any other standard communication channel, where this is required or appropriate.

Applicable legislation This clause shall be interpreted in accordance with Regulation (EU) 2016/679, Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights, as well as any other provisions that may be applicable depending on the nature of the services, functionalities or interactions offered through the Platform.

13 — Amendment of the general terms and conditions of use

DriveX Studios reserves the right to update, adapt, amend or revise, at any time, in whole or in part, these General Terms and Conditions of Use, as well as any legal texts, policies, guidelines, features, browsing environments or contractual elements linked to the digital operation of the Platform, when this is deemed appropriate for legal, technical, operational, commercial, security, service development or user experience improvement reasons.

Amendments will be published on the Platform, on the website, in the app or via any other digital channel provided for this purpose, and will come into effect upon publication, unless a different date is expressly stated.

The version of the General Terms and Conditions of Use applicable at any given time shall be that which is published and accessible on the Platform on the date on which the user accesses, browses, uses the service or interacts with any of its features.

It is the user's responsibility to periodically review the content of the General Terms and Conditions of Use in force, as well as the other legal texts included on the Platform, in order to be aware of the updated version applicable at any given time.

This clause shall be understood without prejudice to any rights that may correspond to users in accordance with applicable mandatory regulations, particularly in relation to consumer matters, electronic contracting, digital services and general terms and conditions of contract.

14 — Governing Law and Jurisdiction

These General Terms and Conditions of Use, as well as the relationship between DriveX Studios and the user arising from access to, browsing of, registration on or

use of the Platform, shall be governed by and construed in accordance with Spanish law.

For any issues, incidents, disputes or claims that may arise in relation to the validity, interpretation, execution or fulfilment of these General Terms of Use or the use of the Platform, the parties submit, expressly waiving any other jurisdiction that may apply to them, to the Courts and Tribunals of Madrid, except where a mandatory legal provision establishes a different jurisdiction that is necessarily applicable.