

GENERAL TERMS AND CONDITIONS OF SALE (GTC)

DriveX Studios Platform

These General Terms and Conditions of Sale (hereinafter, the “GTC”) set out the terms under which users may subscribe to the paid services offered by the DriveX Studios platform, accessible via www.drivexstudios.com.

Subscription to or purchase of a paid service implies full and unreserved acceptance of these GTC.

1 — Service Provider

The services offered on the platform are provided by:

DRIVEX STUDIOS, S.L.

Tax ID: B26691774

Calle Valle del Roncal no. 88

28660 Boadilla del Monte – Madrid – Spain Publishing

directors:

Patrice Paget

Pierre Vincent Marc Cizeron

2 — Services Offered

Promotional Activities and Interactive Experiences The Platform may provide access to promotional activities, promotional campaigns and interactive experiences, all of which remain subject to their own specific rules and conditions

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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

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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 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

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Additional Commercial Features The Platform may offer 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 specific commercial features shall be described on the Platform or in the applicable documentation.

3— Eligibility conditions

Access to, subscription of and use of the paid services offered via the Platform are strictly reserved for natural persons aged eighteen (18) or over who have sufficient

legal capacity to validly make online payments, enter into contractual obligations and use accepted payment methods in accordance with applicable regulations.

By accessing the payment services, the user declares and warrants, under their sole responsibility, that they meet the required age and capacity requirements, that they have sufficient authority to use the payment method employed, and that all information provided during the registration, purchase, subscription or transaction process is true, accurate, complete and up to date.

Identity and/or age verification

DriveX Studios reserves the right to request, either prior to or following the activation of the service, identity verification and/or age verification procedures where necessary to confirm compliance with access requirements, prevent fraud, ensure the security of the transaction, protect the integrity of the Platform, or comply with legal or regulatory obligations.

Failure to satisfactorily pass such processes, refusal to cooperate with them, or the detection of inconsistent, inaccurate or allegedly false data may result in the refusal, suspension or cancellation of access to paid services.

Reservation of rights

DriveX Studios may refuse, block or restrict access to payment services where there are reasonable grounds to suspect a breach of eligibility requirements, unauthorised use of the payment method, identity theft, fraud or any other circumstance which, in accordance with reasonable security and compliance criteria, justifies the adoption of preventive measures.

4 — Prices

Pricing information

The prices applicable to the services offered by DriveX Studios will be displayed at all times on the Platform in a clear, visible and up-to-date manner. Unless expressly stated otherwise, amounts shall be understood to be expressed in euros (EUR) and shall include any indirect taxes that may be legally applicable, including Value Added Tax (VAT).

Price updates and changes

DriveX Studios reserves the right to update, review or modify at any time the prices, rates, plans, subscriptions or any amounts associated with the services available on the Platform, in accordance with commercial, technical, operational, tax or market criteria.

Rate applicable at the time of contracting

Notwithstanding the foregoing, services will be invoiced in accordance with the price, rate or plan in force on the date on which the user formalises the relevant subscription, contract or purchase via the Platform.

Scope and interpretation

This clause shall be understood without prejudice to any obligations regarding prior information, transparency or specific communication that may be required under applicable regulations, particularly in relation to consumer affairs, electronic contracting and digital services.

5 — Subscription

Access via subscription

Some services offered by DriveX Studios may be available via a periodic (monthly) subscription, which will grant the user access, during its term, to the premium content, features or services specifically identified on the Platform at the time of subscription.

Duration and features

The duration, frequency, scope, features, activation conditions and other essential elements of each subscription will be clearly specified on the Platform at the time of subscription, so that the user can ascertain, before signing up, the exact content of the selected plan.

6 — Automatic renewal

Unless expressly stated otherwise in the specific subscription offer, the subscription will be automatically renewed for successive periods of the same duration as the initial period or for the frequency indicated on the Platform, provided that the user does not cancel it in accordance with the provisions of these terms and conditions or the procedure established for that purpose.

Each renewal will be charged at the price in force at the time of renewal, which will be the price published and applicable on the Platform on that date, without prejudice to any prior notification requirements that may be applicable under the relevant regulations. The corresponding amount will be automatically charged to the registered payment method.

7 — Termination

The user may terminate their subscription at any time via their user area, their personal account or through the technical means provided on the Platform for this purpose.

Termination shall take effect at the end of the current subscription period at the time the user requests cancellation. Until the effective date of termination, the user shall retain access to the content, services or features included in their subscription, in accordance with the terms of the plan purchased and for the period already paid for.

Termination of the subscription once a billing or validity period has commenced shall not entitle the user to any partial refund for the unused portion of the period already commenced.

This clause shall be interpreted in conjunction with the other conditions applicable to the subscription, prices, billing and, where applicable, the specific terms of the contracted service, without prejudice to any inalienable rights that may correspond to the user in accordance with applicable regulations.

8 — Payment

Secure payment processing

Payments made via the Platform will be processed by secure payment service providers, selected on the basis of reasonable criteria of reliability, security and technological soundness. Such providers may operate in accordance with international security standards applicable to the sector, including, where applicable, the PCI-DSS standard or other equivalent payment data protection frameworks.

Accepted payment methods

The payment methods accepted at any given time shall be those expressly indicated and enabled on the Platform, and may include, amongst others:

- bank cards;
- online payment providers;
- other digital payment methods or payment solutions that DriveX Studios makes available to the user at any given time.

Availability and updating of payment methods

DriveX Studios may at any time add, remove, restrict or modify the payment methods available on the Platform for technical, operational, commercial, security or regulatory compliance reasons, or as a result of its relationship with its payment

providers. However, DriveX Studios is not involved in the payment methods and will not retain any bank details.

Liability regarding the payment gateway

The actual execution of the transaction may depend on systems, networks, financial institutions and payment providers beyond the direct control of DriveX Studios; therefore, the availability or proper functioning of such services may be affected by incidents attributable to third parties, without prejudice to the user's legal rights.

9 — One-off purchases ('One Shot')

Some content or experiences may be offered as one-off purchases. Certain content, services, experiences or features offered by DriveX Studios may be made available to the user via one-off ('One Shot') purchases, which are independent and non-recurring, in accordance with what is indicated at any given time on the Platform.

Each one-off purchase ('One Shot') shall grant the user the right to access the content, service or experience specifically identified on the Platform, with the scope, duration, technical conditions, usage limitations and other characteristics indicated in the relevant product or service listing, purchase screen or digital description.

Unless expressly stated otherwise or where a mandatory provision applies, one-off purchases shall be non-refundable and non-exchangeable once the transaction has been completed and access to the relevant content, service or experience has been granted.

10 — Right of withdrawal

In accordance with applicable regulations on consumer matters and the contracting of digital content or services, the user acknowledges and accepts that certain content, features, access, experiences or services offered via the Platform may begin to be provided immediately once the relevant contract, subscription or purchase has been completed.

In this case, the user may, where legally required, give their express consent to the commencement of performance during the withdrawal period and acknowledge that, as a result, they lose their right of withdrawal from the moment access to the digital content or service has been activated or performed in accordance with the legally prescribed terms.

11 — Fraud and misuse

Any fraudulent, abusive, unfair, automated, unlawful or bad-faith use of the Platform, the service, the user account, the promotions, the content or any of the features made available by DriveX Studios is expressly prohibited.

In the event of detection, reasonable suspicion or consistent evidence of fraud or misuse, DriveX Studios may immediately adopt, cumulatively or alternatively, whatever measures are necessary, appropriate and proportionate to protect the Platform, its services, its digital assets, its operations, its legitimate interests and those of other users, including, but not limited to:

- suspension of the account
- the deletion of the account
- cancellation of access to the services.

DriveX Studios also reserves the right to take any technical, contractual, legal or judicial action deemed necessary or appropriate to prevent, prosecute or remedy fraudulent conduct or misuse of the service, as well as to claim, where applicable, compensation for any damages such conduct may have caused.

12 — Liability

DriveX Studios provides the Platform and its features within a dynamic and constantly evolving digital environment; therefore, it does not guarantee that the service, the website, the app, or the content and features accessible through them will be permanently, continuously, or uninterrupted available, or free from errors.

Access to the Platform may be temporarily affected or suspended due to maintenance operations, updates, developments, technical incidents, network congestion, connectivity failures, actions by third parties, 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.

13 — Data Protection and Privacy Policy

The processing of personal data shall be carried out in accordance with Regulation (EU) 2016/679, the General Data Protection Regulation, and Organic Law 3/2018 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, features or interactions offered through the Platform.

The specific conditions relating to the purposes of processing are set out in the Platform's Data Protection and Privacy Policy, which is detailed in the Terms of Use and forms part of the information and contractual framework applicable to the relationship with the user.

14 — Amendment of the GTC

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 Sale, where this is deemed appropriate for legal, technical, operational, commercial, tax, 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 apply from the date of publication or from the date of entry into force, where applicable, as expressly stated.

Where the nature of the change so warrants or applicable regulations so require, DriveX Studios may notify users of such amendments by electronic means, via a notice in the user account, email, in-app notification or any other reasonably suitable means.

The version of the General Terms and Conditions of Sale applicable to each transaction, subscription, one-off purchase or contract entered into via the Platform shall be that which is published and accessible on the date of the relevant transaction.

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

15 — Applicable law

These General Terms and Conditions of Sale, as well as any contractual, precontractual or transactional relationship arising from the access, contracting, purchase, subscription or use of the services offered by DriveX Studios via the Platform, shall be governed by and construed in accordance with Spanish law, without prejudice to the application of any mandatory rules that may be binding by virtue of the user's status as a consumer, their place of habitual residence or any other legally applicable criterion.

For any questions, incidents, disputes or claims that may arise in relation to the validity, interpretation, performance, compliance or termination of these General Terms and Conditions of Sale or the services offered by DriveX Studios, the parties submit, expressly waiving any other jurisdiction that might apply to them, to the Courts and Tribunals of Madrid, except where a mandatory legal provision establishes a different jurisdiction that is necessarily applicable.