

# Terms and Conditions of Service

**Last updated:** 28/03/2025

Welcome to the service provided by **Summit Collective S.L.**, located at **Avenida Diagonal 536, 08006 Barcelona, Spain** and Company Registration Number: **B21663216** and share capital: € 3.000. For any inquiries, our customer service team is available via email at **info@nuviam.com**.

## Acceptance and Scope of Agreement

By accessing and using this service, you acknowledge that you have read, understood, and unconditionally accept the following provisions. We recommend that you carefully review each section before continuing to use the service.

This document constitutes a legally binding contract between you and **Summit Collective S.L.** (hereinafter, "the Provider"). Using the service implies full acceptance of these terms and any future modifications, without prior notice.

## Legal Basis and Jurisdiction

The interpretation and compliance with these terms shall be governed by Spanish law. In case of conflict, disputes related to payment card processing will be submitted to the competent court in **Barcelona**, Spain. This provision will remain in effect even after you stop using the service.

Furthermore, any processing of personal data is carried out following the applicable data protection regulations, ensuring the rights and fundamental freedoms of the user.

## Service Description and Scope

The service provides you with an online platform for access to various entertainment content. This includes the portal, user interfaces, live broadcasts, and any related software or material (hereinafter, "the Service"). Everything is offered by this Agreement and other referenced documents, including those updated periodically.

By using the service, whether as a registered user, recipient of communications, or through any access method, you enter into a contract with the Provider. If you disagree with the terms, you must refrain from using the service immediately.

## Validity of the Agreement and Registration Conditions

Access to the service requires creating an account, during which personal data such as name, email address, and banking information will be requested. This data will be used exclusively for the internal functioning of the service and not for commercial purposes without your explicit consent.

The Service is intended only for individuals who have reached the legal age in their country of residence, in any case at least 18 years of age. By registering, you represent and warrant that you meet this requirement and that you have the legal capacity to accept and be bound by this Agreement. Some of the content available on the Service may not be suitable for all ages. If you are a minor, you may access the Service only under the direct supervision and with express consent of your parent or legal guardian. The Provider reserves the right to restrict or terminate access in the event of a breach of this condition.

By registering your data, you authorize the Provider to send you communications related to customer service, transaction confirmation, newsletters, and relevant offers. The information provided must be accurate, as it will serve as the basis for secure access to the service.

The Provider reserves the right to unilaterally modify these terms and conditions, and such changes will take effect immediately after their publication or direct notification. If you continue using the service after the changes take effect, you will be deemed to accept the updated agreement.

## Limited License and Permitted Use

The Provider grants you a limited, non-exclusive, and non-transferable license to use the service and access the content solely for personal and non-commercial purposes. This license is governed by the terms set forth herein.

The Provider reserves the right to modify, update, or even suspend the operation of the service without prior notice. Any description of current operation does not imply a guarantee or commitment regarding its future operation.

## Fees, Billing, and Payment Methods

The cost of the service is **\$ 39.99** every 28 days. The subscription will be automatically renewed every 28 days until you decide to cancel your account.

Payments will be made via credit card, and additional fees may apply from the card issuer. All prices include taxes, but there may be fees associated with the payment method that should be checked with your financial institution.

By accepting these terms, you declare that the funds used are of legitimate origin and authorize the transmission of your data to the payment method provider, which complies with the PCI DSS standard

for information security.

The Provider reserves the right to modify fees or introduce new charges, notifying such changes in advance via email.

## **Cancellation Procedures and Refund Policy**

You may cancel your subscription at any time by following the process established in the portal. To do so, you must access your account, locate the "Cancellation" option, and complete the unsubscription form, or contact our support team at **info@nuviam.com**.

It is important to cancel the subscription before the renewal date to avoid being charged for the next period. After cancellation, access to the service will continue until the end of the paid period, with no refunds for partial periods.

The refund policy covers only the fee for the last month paid, provided that the request is made within 25 days after billing. Requests must be sent to **info@nuviam.com** and will be evaluated within two business days. The approval of refunds is at the discretion of the Provider and does not create an obligation for future similar cases.

## **Right of Termination and Security Measures**

The Provider reserves the right to terminate or limit access to the service at any time without prior notice, either due to a breach of these terms or for security reasons. In cases of fraud or unauthorized use, a full refund of the charged amount will be made, subject to immediate communication with customer service.

Any termination action involves the immediate termination of all licenses and rights granted, with no obligation to retain data or provide copies of stored information.

## **User Obligations and Responsibilities**

To ensure proper and secure use of the service, the user agrees to:

1. Use the content and services respecting the rights of third parties, including intellectual property, trademarks, trade secrets, and other legal rights.
2. Do not use automated techniques to access or index the content, except those allowed by public search engines.
3. Do not introduce viruses or malicious code that may affect the functionality of the system.
4. Not modify, alter, or deactivate security mechanisms implemented in the service.
5. Not interfere with the display or distribution of advertising that is an integral part of the service.

6. Not promote unauthorized services or activities expressly prohibited by the Provider.
7. Not collect personal information from other users contrary to our Privacy Policy.
8. Refrain from encouraging behaviors that may constitute crimes or generate civil liabilities.
9. Comply with all guidelines and policies published by the Provider.
10. Avoid interfering with the use and enjoyment of the service by other users.

Furthermore, reproduction, distribution, or modification of the content without the prior written consent of the Provider, for either commercial or non-commercial purposes, is expressly prohibited.

## **Suspension, Modifications, and Force Majeure**

The Provider may, at its sole discretion, modify, suspend, or discontinue the service in whole or in part without prior notice, without creating any right to compensation or refund, unless otherwise specified. In the event of suspension due to a breach of these terms, no compensation will be provided.

In cases of force majeure events—such as natural disasters, conflicts, interruptions in connectivity from key providers, or any other events beyond our control—the Provider will be exempt from liability during the affected period, extending the reasonable time for resuming normal service.

In exceptional situations, alternative measures such as credits, discounts, or other compensations may be offered, at the Provider's sole discretion, in the form and scope determined.

## **Intellectual Property and Trademarks**

All materials, texts, graphics, logos, images, audiovisual content, and any other elements of the service are the exclusive property of the Provider or third-party licensors. Their use is limited to personal access and viewing, and reproduction, distribution, transformation, or exploitation is prohibited without express written authorization.

Unauthorized use of trademarks, logos, and other elements protected by intellectual property rights is subject to the relevant legal measures.

## **References to External Websites**

The service may include links to third-party portals provided solely for your convenience. The Provider is not responsible for the content, policies, or practices of such sites, nor for any damages or losses that may result from their use.

## **Website Hosting and Accommodation**

In compliance with current regulations on information society services, the following information

regarding the hosting service provider for this domain is provided:

**Service Provider:** OVH SAS

**Commercial Register:** Registered with the RCS of Lille Métropole under number 424 761 419 00045

**APE Code:** 2620Z

**VAT Number:** FR 22 424 761 419

**Registered Office:** 2 rue Kellermann - 59100 Roubaix - France

**Contact Phone:** +34 91 758 34 77

### **Corporate Structure and Liability**

OVH SAS operates as a subsidiary of the company OVH GROUPE SA, an entity registered with the RCS of Lille under number 537 407 926, located at 2, rue Kellermann, 59100 Roubaix.

## **Limitation of Warranties and Disclaimers**

The user acknowledges that the service is provided "as is" and assumes responsibility for its use. The Provider and its affiliates do not guarantee the continuity, accuracy, security, or error-free operation of the service. Additionally, implied warranties of merchantability, fitness for a particular purpose, or non-infringement are expressly excluded.

Failure by the Provider to act against prior breaches does not constitute a waiver of legal actions for future violations.

## **Additional Provisions and Dispute Resolution**

This agreement represents the entire set of terms agreed between the user and the Provider, replacing any prior agreement, whether oral or written. No modification will be valid unless made in writing and signed by an authorized representative of the Provider.

The user may not assign or transfer their rights or obligations under this agreement without the express consent of the Provider.

In case of disputes, both parties will submit to the competent courts of Spain, unless an alternative dispute resolution mechanism, such as mediation, is agreed upon, after an attempt at reconciliation.

## Contact and Support

If you have any questions, comments, or need further assistance, feel free to contact our support team via email at [info@nuviam.com](mailto:info@nuviam.com). We are committed to providing you with personalized assistance and addressing any concerns that may arise.

Thank you for trusting our services. Your satisfaction and security are our top priority.