

SUBSCRIBERS - TERMS AND CONDITIONS OF USE

1. Introduction.

The *Over The Top* BARÇA ONE service (hereinafter, "BARÇA ONE" or "OTT") is owned by BARÇA PRODUCCIONS S.L. (hereinafter, BARÇA STUDIOS), with registered office at Carrer Aristides Maillol, s/n, 08028 Barcelona, CIF B-16950321, registered in the Companies Register of Barcelona, Tom 48024, Folio 154, Page B569855, Inscription 1.^a B16950321. These terms and conditions of use (hereinafter, "Terms and Conditions") regulate the use of our Services.

This platform offers FC BARCELONA members, fans and supporters, as well as anyone else who is interested, a personalised service (hereinafter, the "Service") that provides, recommends and helps you to discover within the FC BARCELONA environment: digital sports content, matches, digital series and documentaries, television programmes and other video content both linear and on demand (together, the "Digital Content"), as well as those visual and audiovisual contents that are available at any given time related to the Barça environment.

It is important that you read the Terms and Conditions carefully before using any Service and/or subscribing. When you use a particular Service or click on a box or link that states that you accept these Terms and Conditions or agree to them, you signify your acceptance of the Terms and Conditions. If you do not agree to these Terms and Conditions, you do not have to use the Services. If you are a parent or guardian and you consent to your child registering for the Service as a BARÇA ONE SUBSCRIBER, you agree to accept these Terms and Conditions in connection with your child's use of the Service.

These Terms and Conditions are generally applicable to all REGISTERED USERS and SUBSCRIBERS services. The user must register through one of the Platforms by creating a profile of their own, the Barça Account, which will allow them to access the corresponding Services.

- REGISTERED USER: allows the registered user to access certain OTT content, view free digital content, participation tools, live connections, etc. Registration as a User is free through the Barça Account and can be cancelled at any time.

- SUBSCRIBER: allows subscribed users access to exclusive benefits (such as all BARÇA ONE content without ads, priority content, the ability to download content for offline viewing, etc.). The user subscribed to the mentioned Service is subject to these Terms and Conditions, as well as the specific conditions indicated in section 8.

BARÇA ONE allows access to the non-registered user, the registered user, or the SUBSCRIBER to the digital video platform owned by BARÇA STUDIOS. Access to the platform can be done through the following modalities:

(i) free content (the person accessing BARÇA ONE does not need to register to access this content);

(ii) content with registration as a "REGISTERED USER." The user must register to access the content through the Barça Account, and;

(iii) subscription content (the user must subscribe and pay a monthly fee to access the content).

The content offer will consist (descriptively and not limitingly) of highlights and deferred matches of FC Barcelona's football teams and other sections, documentaries, content with players, interviews, behind-the-scenes, training, live content, etc.

2. Use of the Services and content.

The Services are exclusively for the personal use of the user, whether registered or not, and the SUBSCRIBER. It is not allowed to use the Services for commercial or illegal purposes or in a way that may harm BARÇA STUDIOS or FC BARCELONA or for any other person and/or entity.

Unless otherwise indicated, FC BARCELONA and/or BARÇA STUDIOS owns or is the legitimate licensee of the intellectual property rights over all information, materials, functions, and other content included on the Platforms (hereinafter, the "Content"). All trademarks, trade names, corporate identity, graphic design, and user interface (look-and-feel), as well as the various elements that make up the Services (texts, graphics, photographs, videos, recordings, source codes, logos, illustrations, etc.) are our property or the property of our licensors or assignees.

Neither FC BARCELONA nor BARÇA STUDIOS grant any kind of license or authorization for personal use to any of the users or the SUBSCRIBER regarding their intellectual and industrial property rights or any other rights derived from the Services. Unless expressly given their written consent, users cannot use any Content if it is not part of the Service, nor reproduce, transmit, distribute, transform, or generally exploit in any other way, by any means, all or part of the Content.

BARÇA STUDIOS operates the Services with a reasonable degree of professionalism and diligence. BARÇA STUDIOS does not provide any other warranty about the Services.

BARÇA STUDIOS excludes all liability that may arise from interferences, omissions, interruptions, computer viruses, telephone breakdowns, or disconnections in the operational functioning of the Services, motivated by causes beyond BARÇA STUDIOS's control.

Likewise, BARÇA STUDIOS also excludes any liability that may arise from delays or blockages in the operational functioning of the Services caused by deficiencies or overload of telephone lines or the Internet, nor for damages caused by third parties through illegitimate intrusions beyond BARÇA STUDIOS's control.

BARÇA STUDIOS is empowered to temporarily suspend and without prior notice the accessibility to the Services for the purpose of development operations, maintenance, repair, updating, or improvement.

Among its Content, BARÇA STUDIOS may include links to other websites and/or channels managed by third parties with the aim of facilitating access for the user, whether registered or not, and the SUBSCRIBER, to interchangeable information via the Internet. However, BARÇA STUDIOS is not responsible for the existence of links between third parties and other websites unrelated to FC BARCELONA or BARÇA STUDIOS. The links provided to the Club's Platforms or BARÇA STUDIOS are for informational purposes for users, but in no case do they place the Club or BARÇA STUDIOS in a position of

guarantor and/or offering party of the services and/or information that may be offered to third parties through the links.

Thus, FC Barcelona and BARÇA STUDIOS decline any responsibility for the services and/or information provided on other linked web pages. BARÇA STUDIOS and the Club does not control or exercise any supervision when including a link owned by third parties. The use of links on web pages does not, in any way, imply responsibility for their content or appropriation, nor can it be understood that any monitoring or approval of changes and information that may be made is taking place. BARÇA STUDIOS advises visitors to the mentioned other web pages to consult the possible legal conditions.

Likewise, BARÇA STUDIOS assumes no responsibility for damages and losses that may be due to the following: the operation, availability, accessibility, or continuity of the linked sites; the maintenance of information, contents, or services existing in linked sites; the provision or transmission of information, content, or services existing in places; the quality, legality, and reliability of the contents and services existing on the linked sites; the breach of the law, morality, and good customs as a result of the dissemination, storage, and availability of content provided by third parties; the infringement of intellectual or industrial property rights, rights to honor, personal or family privacy, image of persons, or communication of personal information by third parties; the performance of acts of unfair competition and illicit advertising, and/or the lack of truthfulness, accuracy, or timeliness of the information provided.

3. Account of the Registered User and SUBSCRIBER.

The Registered User and the SUBSCRIBER undertake to use the Services and Contents diligently, correctly, and lawfully, and in particular, undertake to refrain from the following: (a) using the Contents in a manner contrary to the law, morality, and generally accepted good customs or public order; (b) reproducing, copying, distributing, allowing public access through any means of public communication, transforming, or modifying the Contents without the authorization of the rights holder or unless legally permitted; (c) deleting, circumventing, or manipulating the copyright and other identifying data.

The Registered User and the SUBSCRIBER undertake to use the Services and Contents in accordance with the law, these Terms and Conditions of use, and other notices, usage regulations, and instructions of which they are aware, as well as with generally accepted morals and good customs and public order.

The Registered User and the SUBSCRIBER undertake to make diligent use of the identifying data that allow registration, subscription, and access to the Services and/or Contents, and to keep them secret and safeguard them, according to their personal and confidential nature. For all this, they will be responsible if they do not fulfill the obligations for the protection of their identifying data. Similarly, they will be responsible if the identifying data are improperly used by a third party and have not duly notified BARÇA STUDIOS of this use after becoming aware or suspecting that it has occurred.

It is prohibited to engage, without due authorization, in any type of advertising or commercial information directly or in the sending of mass emails (spamming) covertly. The User, the Registered User, and the SUBSCRIBER undertake not to introduce programs, viruses, macros, applets, ActiveX controls, or any other logical device or character sequence that may cause or are susceptible to causing any type of alteration to the computer systems of BARÇA STUDIOS or third parties.

The Registered User and the SUBSCRIBER undertake to provide, maintain, and update true, accurate, current, and complete information if requested during the registration process. They must not impersonate any other person or entity or falsify their identity or affiliation with any other person or entity, and acknowledge and accept that we may take necessary measures to verify the truthfulness of the information provided to us.

We may suspend or terminate your account and your ability to use the Services or any part of them for impersonating another person or entity or falsifying your identity in any other way, for any breach of these Terms and Conditions or any special term related to a particular Service, for not respecting copyright, or for any other reason.

The Registered User and the SUBSCRIBER shall be solely responsible for any claim or legal action, judicial or extrajudicial, initiated by third parties against BARÇA STUDIOS and/or FC BARCELONA based on their use of the Services and/or Contents. If applicable, they must bear all expenses, costs, and indemnities incurred by the Club or BARÇA STUDIOS as a result of these claims or legal actions.

4. Disclaimer.

The information, Services, and Contents are provided "as is," and therefore, BARÇA STUDIOS makes no representations or warranties regarding them. In particular, it does not guarantee that the functions contained in the Services and/or Contents are accurate, complete, or current, nor that they will be uninterrupted or error-free. We do not guarantee that defects will be corrected, nor that the Services, Platforms, servers, software, or any other device providing the aforementioned information and Contents are free of viruses or other harmful components.

BARÇA STUDIOS does not guarantee or make any representations regarding the use or results of the use of any information, content, material, product, or service contained in the Services or offered by them, made available through the Platforms, or otherwise related to the Services, or any third-party site or service linked from any of the Platforms and/or Services, from the point of view of its accuracy, precision, completeness, reliability, security, or any other aspect.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. However, this does not affect the user's legal rights, whether registered or not, and the SUBSCRIBER as a consumer.

5. Liability of BARÇA STUDIOS.

To the extent permitted by applicable law, BARÇA STUDIOS, its licensors, assignors, and assignees of the Club or BARÇA STUDIOS and its service providers disclaim all liability for any loss, damage, cost, or expense arising from the use by any person accessing BARÇA ONE of any software, application, device, or any other material received in connection with their use of the Services. BARÇA STUDIOS also disclaims all liability for any loss that is not a direct and foreseeable consequence (a) of the use of the Services or Contents, or the inability to use them, or (b) of the behavior or actions, online or otherwise, of any user of the Services or any other person or entity, even if we have been advised of the possibility of such damages.

We may modify the Services or remove Contents, features, or any Service provided through the Platforms in any way, at any time and for any reason or without any reason. The limitations, exclusions, and waivers in this section and any other section of these Terms and Conditions apply as long as permitted by applicable law.

We are not responsible for any delay or failure to fulfill our obligations under these Terms and Conditions if the delay or failure arises from any cause beyond our control, including, among others, acts of third parties such as network providers. None of the foregoing affects the user's legal rights as a consumer.

6. Modifications to these terms of use.

BARÇA STUDIOS reserves the right, at its sole discretion, for technical reasons or due to changes in the provision of the Services or regulations or, if applicable, due to strategic corporate decisions, to change, modify, add, or delete any part of these Terms and Conditions at any time, either temporarily or permanently.

If these Terms and Conditions are replaced or modified, they must be published on the Platforms and/or communicated through the Platforms themselves, and if you continue to use the Services, it is understood that you have accepted the introduced modifications unless it is necessary to request express acceptance or consent in accordance with applicable regulations, and in this case, this acceptance or consent must be requested by email. If you do not agree with any permanent change, you can cancel your account following the procedure provided for this purpose.

The User, the Registered User, and the SUBSCRIBER are responsible for keeping their personal information up-to-date at all times to provide us with their current email address. If you do not use or check the email address you have provided to us, or if for any other reason the notification described above cannot be delivered to you, our sending of the email message with the notification will constitute effective notification of the changes, modifications, additions, or deletions described in the notification.

7. Validity, termination, and survival.

These Terms and Conditions remain in effect until terminated at any time by canceling your account and ceasing to use the Services and destroying all materials obtained, all related documentation, and all copies and installations derived from the Services. Likewise, BARÇA STUDIOS may terminate these Terms and Conditions immediately concerning a particular user (including their access to the Services) in the event of any breach of the provisions contained herein. Upon termination, the user must cease using the Services and destroy all materials obtained from the Services, as well as any copies and derivatives thereof.

Provisions of these Terms and Conditions which, by their nature, survive the termination of these Terms and Conditions shall remain in effect after termination.

If any provision or provisions of these Terms and Conditions are deemed invalid, illegal, or ineffective, the validity, legality, and effectiveness of the remaining provisions shall remain in full force and effect.

8. Specific Conditions for Subscription to OTT BARÇA ONE as a SUBSCRIBER.

8.1. Introduction: Within the environment of OTT BARÇA ONE, a personalised subscription service is established that allows registered users access to exclusive benefits not available for standard registration (ad-free content access, downloading content for offline viewing, etc.). The user subscribing (SUBSCRIBER) to the mentioned Service is subject to both these specific conditions and the rest of the Terms and Conditions. Likewise, as access to BARÇA ONE is granted, the SUBSCRIBER must expressly accept these conditions at the time of subscribing.

By clicking "pay and subscribe" or through any other usual acceptance mechanism in the sector during the registration process, the registered user accepts these specific conditions for subscription as a SUBSCRIBER. If not accepted, they will not be able to use the services.

8.2. SUBSCRIBER: It is necessary to be registered (or, if not, register) with the Barça Account and be 18 years old to be able to contract and subscribe to the service as a SUBSCRIBER. Minors may only use the service under the supervision and responsibility of an adult. Parents or guardians allowing minors to use the service are solely responsible for determining the Content and services accessed by said minors.

The SUBSCRIBER is solely responsible for maintaining the confidentiality and security of their username and password and for all activities and use of the services that occur from their account or subscription and/or through them. However, if the registered user allows access of third parties to their Barça Account, the terms and conditions of this contract apply to the access and use of the services by said third party. The SUBSCRIBER agrees to immediately notify BARÇA STUDIOS of any unauthorized access to their account, and BARÇA STUDIOS is not responsible for any losses resulting from unauthorized use of the SUBSCRIBER's account.

8.3. Subscription Conditions:

a. Subscription and automatic renewal. The subscription is monthly. The chosen subscription is automatically renewed when the billing period ends unless canceled by the SUBSCRIBER in accordance with the cancellation instructions provided below. Payment is charged through the payment method chosen by the SUBSCRIBER, at the time of completing the subscription and at the beginning of each new billing period, except for cancellation.

BARÇA STUDIOS reserves the right to change the prices of the available rates. In this case, BARÇA STUDIOS must notify the SUBSCRIBER by email at least thirty (30) days before the new rates take effect. If the SUBSCRIBER does not wish to accept the price change, they can cancel their subscription, and this cancellation will take effect at the end of the current billing period. If the SUBSCRIBER does not cancel their subscription once the price change has taken effect, the subscription will be renewed at the updated price, and it will be understood that the user authorizes FC BARCELONA or BARÇA STUDIOS as appropriate to charge them the corresponding amount through the selected payment method.

The SUBSCRIBER is aware that the payment will be charged by FC BARCELONA, without prejudice to the fact that in the future BARÇA STUDIOS may assume the position of seller and be the one who directly bills and charges Subscribers for the contracted services.

b. Payment method. The SUBSCRIBER can make the payment of the fee through any of the payment methods offered on the BARÇA ONE platform. The SUBSCRIBER agrees to have sufficient funds available for the payment of the contracted fee through the selected payment method, and the SUBSCRIBER is responsible for any amount that cannot be charged. If for any reason FC BARCELONA or BARÇA STUDIOS as appropriate cannot proceed with the charge, it will be communicated to the SUBSCRIBER, and BARÇA STUDIOS may suspend access to the services until the debt has been collected through a valid payment method. The SUBSCRIBER may update the payment method associated with their account at any time within the corresponding section.

c. Cancellation, refund policy, and waiver of the right of withdrawal.

The SUBSCRIBER can cancel their subscription at any time and will continue to have access to the service until the corresponding billing period ends. The SUBSCRIBER can cancel the subscription through their personal account following the cancellation instructions. Payments are non-refundable, and we do not provide refunds or credits for Content not viewed.

The SUBSCRIBER also agrees that they will not have the right to withdraw from the services, in accordance with article 103 (m) of the General Law for the Defense of Consumers and Users (Legislative Royal Decree 1/2007, of November 16) once the provision of the service has begun. If the provision of the service has started and the SUBSCRIBER no longer wishes to be bound by these Conditions, they must terminate the contract as provided below.

d. Right to modify the contract. BARÇA STUDIOS reserves the right to modify these specific conditions for the SUBSCRIBER. The modifications take effect thirty (30) days after the corresponding notification is sent to the SUBSCRIBER. If you do not agree to any modification of this contract, you can cancel your subscription.

However, certain elements of the service may vary at any time without the need for notification for technical reasons, provided that they do not involve an increase in the subscription price, or a change in quality, or a significant modification of the service's functionalities.

e. Notifications. Notifications sent by FC BARCELONA or BARÇA STUDIOS are made by email to the last email address provided to us. The SUBSCRIBER is responsible for keeping their personal information updated at all times to provide their current email address. If you do not use or check the email address provided, or if for any other reason the above-mentioned notification cannot be delivered, our sending of the notification email will nevertheless constitute effective notification of the changes, modifications, additions, or deletions described in the notification.

8.4. Use of the Service: The service and all its contents are for the personal use of the SUBSCRIBER and, therefore, cannot be shared with individuals outside their household nor commercialized. BARÇA STUDIOS operates the Services with a reasonable degree of professionalism and diligence. BARÇA STUDIOS makes no other promises or warranties about the Services. Certain services and contents for SUBSCRIBERS may not be available in all countries or territories.

Therefore, BARÇA STUDIOS reserves the right to restrict or limit geographically the possibility of subscribing to the services. Geographical restrictions must be applied in accordance with the location from which the services were subscribed. We may use various technologies and methods to verify your geographical location. Likewise, access to the service and content may not be available at any given time, including: (i) interferences, omissions, interruptions, computer viruses, telephone failures, or disconnections in the operational functioning of the services, caused by factors beyond BARÇA STUDIOS; (ii) cases of power outages on the server; (iii) maintenance and update periods; (iv) force majeure reasons; (v) as a result of other issues beyond the control of BARÇA STUDIOS or third parties. BARÇA STUDIOS assumes no responsibility in these cases, except in cases of gross negligence or willful misconduct. For more information about the service and its options, the SUBSCRIBER can visit the support portal, which is available on BARÇA ONE.

9. Privacy Policy.

Your data will be processed in accordance with the provisions of the Privacy Policy. In any case, for more information on the processing of your data and to exercise your rights of access, rectification, deletion, opposition, limitation, or portability, you can send a written communication to the Data Protection Commission, at the address Carrer Arístides Maillol, s/n, 08028 Barcelona (Spain), or by email to proteccio.dades@fcbarcelona.cat. If you have any questions, issues, or complaints about how we handle your personal data, you can contact our data protection officer at the email address dpo@fcbarcelona.cat or by postal mail, sending a letter to the address Carrer Arístides Maillol, s/n, 08028 Barcelona (Spain), with the reference "DPO." If you do not receive a response within a reasonable period, you can file a complaint with the Spanish Data Protection Authority.

10. Applicable Law and Jurisdiction.

These terms and conditions are governed and interpreted by the provisions of these terms and conditions and the Catalan, Spanish, and international legislation that may be applicable. However, they do not limit any consumer protections that users may be entitled to under the laws of their country of residence. If any conflict or discrepancy arises in the interpretation or application of the terms and conditions, the courts or tribunals that, if applicable, shall have jurisdiction over the matter are those of the city of Barcelona (Spain).

By this document, you consent and submit to the personal jurisdiction of said courts; nothing in this document shall prevent the application and enforcement of applicable law. If you decide to access the Services, you do so on your own initiative and are responsible for complying with all applicable laws, including local laws.

11. Validity of the Conditions and Modifications.

These General Terms and Conditions of Use have been modified as of March 21, 2024. We may proceed to modify them at any time: please check the date of issue each time you connect to our OTT so that you can be sure that no modifications affecting you have occurred.

12. Online Dispute Resolution in Consumer Matters through the European Commission's platform, pursuant to Article 14 of Regulation (EU) 524/2013.

The European Commission provides an online dispute resolution platform available at the following link: <http://ec.europa.eu/consumers/odr/> Consumers may submit their complaints through the online dispute resolution platform, please use the following email contact of FC BARCELONA: oab@fcbarcelona.cat to address these complaints.