

**ATTENTION, NOTICE TO USER: THIS IS AN AGREEMENT GOVERNING YOUR RELATIONSHIP WITH BRAVIA INVERSIONES Y GESTIONES, S.L, A COMPANY INCORPORATED IN SPAIN AND USE OF BRAVIA'S SERVICES (AS SUCH TERM DEFINED BELOW) AVAILABLE ON [HTTPS://BRAVIA.CLUB](https://bravia.club) PROVIDED TO YOU BY BRAVIA. BRAVIA INVERSIONES Y GESTIONESSHALL BE REFFERRED AS "BRAVIA". YOU MAY USE THIS SITE, AND/OR THE SERVICES ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE AND SERVICES. USING THIS SITE AND/OR SERVICES INDICATE THAT YOU ACCEPT THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS SITE AND/OR SERVICE.**

BEFORE YOU PUT A CHECKMARK AT THE "I ACCEPT" OR "SIGN UP" BUTTON AND PRESS "NEXT", PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS TERMS OF USE, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE "I ACCEPT" OR "SIGN UP" BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS OF USE AND AGREE THAT THESE TERMS OF USE ARE ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, CLICK THE "I DISAGREE" BUTTON OR STOP USING THE SITE AND YOU WILL NOT BECOME A PARTY TO THESE TERMS OF USE.

### **TERMS AND INTERPRETATION**

1. In these Terms of Use unless the opposite is clear from the context the following rules of interpretation apply:
  - a) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
  - b) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
  - c) References to clauses and schedules are to the clauses and schedules of these Terms of Use and references to paragraphs are to paragraphs of the relevant schedule;
  - d) A reference to any party shall include that party's personal representatives, successors and permitted assigns.
  - e) All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
  - f) The term 'including' does not exclude anything not listed;
  - g) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
  - h) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
  - i) A reference to writing or written includes fax and e-mail.
  - j) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
  - k) Any words following these Terms of Use including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following that agreement.
2. Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in these Terms of Use shall survive any termination or expiration of these Terms of Use. The rest of terms and definitions that can be found in the text of the Terms of Use should be interpreted by the parties according to the laws of the Spain and to the general rules of interpretation of such terms accepted in the Internet network.
3. The following definitions and rules of interpretation apply in this Agreement:

<b>Terms of Use</b>	These Terms of Use
<b>Account</b>	An arrangement with Bravia by which User is given personalized access to a Site, by entering a username and password.
<b>Content</b>	Has the meaning specified in section 8
<b>Bravia</b>	Bravia Inversiones y Gestiones, S.L, a company incorporated in Spain with NIF B04885802 at Federico Garcia Lorca, 81 BA - 04004 Almería (Almería)
<b>Services</b>	a range of services, provided to the registered Users with use of the Site, including but not limited, provision of certain data about a Bravia.Club Membership.
<b>Site</b>	A group of interrelated websites owned and operated by Bravia, available in the Internet via address: <a href="https://bravia.club">https://bravia.club</a> .
<b>Term</b>	Has the meaning defined in section 18

### ACCEPTANCE OF TERMS OF USE

4. Bravia makes this Site including all information, graphics, documents, text, products and all other elements of the Site and all products offered on this Site and services operated through the Site, available for your use subject to the terms and conditions set forth in this document and any additional documents available at the Site. By accessing and using this Site, use of any Bravia's Service available through this Site you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Site and all such terms shall be deemed accepted by you. If you do NOT agree to all these Terms of Use, you should NOT use this Site and/or Service. If you do not agree to any additional specific terms or to particular transactions concluded through this Site, then you should NOT use the part of the Site, which contains such Content or through which such transactions may be concluded and you should not use such Content or conclude such transactions.
5. The use of the Site may require You to create an Account with Bravia on the Site. You warrant and represent that all information provided when creating such Account is current, complete, and accurate. You agree to promptly notify the Company of any changes to any information that would cause the information provided upon the Account's creation to no longer be current, complete or accurate.
6. The following restrictions and conditions apply to the use of services and creating and maintaining the Account (as such term defined below):
  - a) a. You shall not create an account in connection with the Site and/or Service, or access Service if you are under the age of majority to enter into this Agreement (at least 18 years of age) and meet all other eligibility criteria and residency requirements and fully able and legally competent to use the Site;
  - b) You shall monitor your Account to restrict use by minors, and you shall deny access to children and teenagers under the age of 18. You accept full responsibility for any unauthorized use of Site by minors in connection with your Account. You are solely responsible for any use of any payment instrument by minors at the Site;
  - c) You shall not create an Account if you have already created one Account on the Site;
  - d) You shall not have an Account or use Service if you have previously been removed by Bravia from the Site;
  - e) You shall not use Service if you are citizen or resident of: Afghanistan, Burundi, Myanmar, Cote d'Ivoire, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Lebanon, Libya, North Korea, Rwanda, Sierra Leone, Somalia, Sudan, Syria, Tanzania, Uganda, Zaire, Zimbabwe and countries or territories under the sanctions of the United Nations or the European Union (the list is available at: [https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-08-04.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-08-04.pdf)) or countries where cryptocurrency is prohibited;
  - f) You shall not use your Account to advertise, solicit, or transmit any commercial advertisements,

including chain letters, junk e-mail or repetitive messages (spim and spam) to any other user or third party;

- g) You shall not use your Account to engage in any illegal conduct including but not limited to activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. The User represents and warrants that he/she will not use the Site to assist any other party in such illegal activity; and you shall not use your Account to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site's or the platforms underlying code or technical mechanisms; cause damage to the Site or the Company through any means, including (but not limited to) through the use of malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Site.
  - h) You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without Bravia's written permission;
  - i) You shall not access or use an Account that have been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without Bravia's consent.
7. Notwithstanding the foregoing, Bravia may refuse to provide Service to any person for any reason or no reason whatsoever.
8. These Terms of Use may be amended by Bravia upon notice given by one or more of the following means: through the Site at or after you login to your Account, by the email communication to the address provided by you when you setup your Account, or by written mail communication to the address on record for your Account. Failure to provide or maintain accurate or current contact information by you will not release you from responsibility to comply with these Terms of Use as amended from time to time. Please check the Terms of Use published on this Site regularly to ensure that you are aware of all terms governing your use of this Site. In addition, specific terms and conditions may apply to specific content, products, materials, Service or information contained on or available through this Site (the "Content") or transactions concluded through this Site. Such specific terms may be in addition to these Terms of Use or, where inconsistent with these Terms of Use, only to the extent the content or intent of such specific terms is inconsistent with these Terms of Use, such specific terms will supersede these Terms of Use.
9. Bravia reserves the right to terminate or restrict your access to the Site for any reason whatsoever at its sole discretion, including but not limited to the cases where Bravia or its partners receive from one or more users of the Site information on violation of these Terms of Use.
10. You hereby agree that Bravia, its partners, their employees and representatives acting on behalf of Bravia, is entitled to ask any necessary document to check your identity on accordance with Bravia AML/KYC Policy, and on their own and at its sole discretion evaluate the information and evidences provided and make a decision to terminate or restrict your access to the Site, and such a decision is not subject to review or appeal.
11. By accepting these Terms of Use you hereby acknowledge that you have read and agree with the following legal documents:  
[Bravia Privacy Policy](#)  
[AML/KYC Policy](#)

## **WARRANTIES AND DISCLAIMERS**

12. The use of the Service through the Site is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your Device, loss of data, or other harm that results from such activities. Bravia assumes no liability for any computer virus or other similar software code that is downloaded to your Device from the Site or in connection with any Service or products offered through the Site. No advice or information whether oral or written, obtained by you from Bravia or from the Site shall create any warranty not expressly stated in the Terms of use.
13. The Site may contain references to specific Bravia Services that may not be (readily) available in a

particular country or region. Any such reference does not imply or warrant that any such products or Service shall be available at any time in any particular country or Device.

14. IN NO EVENT SHALL BRAVIA OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION), UNDER ANY THEORY OF LIABILITY, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THIS SITE OR THE CONTENT, PRODUCTS, SERVICE, THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THIS SITE, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED, OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE DATA, ANY LOSS OF DATA, LOSS OR DAMAGE TO FILES, LOSS OR DAMAGE TO THE CONTENT, ANY SERVICES AVAILABLE THROUGH THE SITE THAT ARE DELAYED OR INTERRUPTED, EVEN IF BRAVIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION BROUGHT AGAINST BRAVIA PERTAINING TO OR IN CONNECTION WITH THIS SITE MUST BE COMMENCED AND NOTIFIED TO BRAVIA IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION.
15. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## **LIMITATIONS**

16. Any use of the Service in violation of these Terms of Use is strictly prohibited and can result in the immediate termination of the Service and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY BRAVIA SERVICE OR THE SITE IS A VIOLATION OF BRAVIA POLICY AND MAY BE A VIOLATION OF APPLICABLE LAWS.
17. You agree that you will not, under any circumstances:
  - a) Engage in any act that Bravia deems in its reasonable discretion to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms of Use, our service rules, or any other policies;
  - b) Make improper use of Bravia's Services, including, without limitation, by submitting false personal information or using profane and abusive language in your communications with our personnel; or
  - c) Use the Service, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;
  - d) Use exploits, automation software or any unauthorized third party software designed to modify or interfere with the Service;
  - e) Use the Service in order to design or assist in the design of exploits, automation software or any other unauthorized third party software designed to modify or interfere with the Services;
  - f) Disrupt, overburden, or assist in the disruption or overburdening of any computer or server used to offer or support the Service, Site (each a "Server");
  - g) Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks, mining attacks upon the Service, or other attempts to disrupt the Service; or
  - h) Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Bravia, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or

- modify, any security, technology, device, or software that is part of the Service;
- i) Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
  - j) Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
  - k) Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Bravia employee;
  - l) Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms of Use;
  - m) Use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Service; or (2) any connection using programs, tools, or software not expressly approved by Bravia;
  - n) Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service, or to obtain any information from the Service using any method not expressly permitted by Bravia; or
  - o) Copy, modify or distribute rights or content from any Site or Service, or Bravia's copyrights or trademarks or use any method to copy or distribute the content of the Service except as specifically allowed in these Terms of Use;
  - p) Solicit or attempt to solicit personal information from other users of the Service;
  - q) Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service; or
  - r) Publicly disseminate information about the types and methods of violations of these Terms of Use, as well as publicly call for violation of these Terms of Use.
  - s) Publicly disseminate information (correspondence in whole or in part) obtained as a result of communication with the technical support team.
  - t) register and use to access to the Services more than one account. In case if there are reasonable grounds to believe that you have registered or are using more than one account, Bravia has the right to restrict, suspend, terminate, modify or delete any and all accounts associated with you.
  - u) use IP proxying or other methods to disguise the region (country) of your current location to circumvent geographical restrictions to use Site or Services, or for any other purposes.

## **TERM AND TERMINATION**

18. The term of this Terms of Use shall begin when you start using this Site and/or Service and shall continue in perpetuity unless otherwise terminated by Bravia by written notice ("Term"). Bravia expressly reserves the right to change, suspend or discontinue all the Service or portion thereof, at any time, and may terminate your use of the Service at any time. Without prejudice to any other rights, these Terms of Use will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of these Terms of Use, you must immediately cease using the Service including without limitation any use of Bravia's trademarks, trade names, copyrights and other intellectual property.
19. WITHOUT LIMITING ANY OTHER REMEDIES, BRAVIA MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF YOU ARE, OR BRAVIA REASONABLY SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THIS TERMS OF USE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE ACCESS TO YOUR ACCOUNT AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, OR SERVICES ASSOCIATED WITH YOUR USE OF THE SERVICE, AND BRAVIA IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH

#### LOSSES OR RESULTS.

20. Bravia reserves the right to stop offering and/or supporting the Service or part of the Service at any time either permanently or temporarily, at which point your license to use the Service or a part thereof will be automatically terminated or suspended.
21. Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.
22. UPON TERMINATION OF THIS AGREEMENT YOU WILL NO LONGER BE AUTHORIZED TO USE THE SERVICE IN ANY WAY.

#### **YOUR WARRANTIES**

23. YOU HEREBY WARRANT THAT: (I) ALL INFORMATION PROVIDED BY YOU TO BRAVIA IN CONNECTION WITH THIS SITE AND/OR SERVICE IS TRUE AND ACCURATE; (II) YOU HAVE FULL POWER AND AUTHORITY TO ENTER INTO THE TERMS OF USE; (III) YOU SHALL PERFORM ALL OF YOUR OBLIGATIONS UNDER THE TERMS OF USE IN ACCORDANCE WITH APPLICABLE LAWS.
24. This Site may provide links to other Sites that are not under the control of Bravia. Bravia shall not be responsible in any way for the content of such other Sites. Bravia provides such links only as a convenience to the user of this Site, and the inclusion of any link to any such websites does not imply endorsement by Bravia of the content of such websites.

#### **THIRD PARTY MATERIALS**

25. In order to use this Site and/or Service, you may need to obtain and/or use certain third-party products (i.e. Device), services and/or materials ("Third Party Materials"). Third Party Materials are (i) not licensed hereunder; (ii) not under Bravia's control or license; and (iii) subject to the applicable licenses and respective terms and conditions of such third parties which you need to enter into prior or subsequent to the installation and/or use of the Third Party Materials and prior to the effective use of this Site and/or Service. Notwithstanding any provision to the contrary herein, nothing in these Terms of Use shall be construed as to grant You any rights or licenses with regard to such Third Party Materials or to entitle You to use such Third Party Materials.

#### **INTELLECTUAL PROPERTY**

26. You hereby expressly agree that all rights, title, and interest in and to all intellectual property rights, including, without limitation, patents, copyright, trademark, trade secrets and all other related proprietary rights in this Site are vested in Bravia and/or its licensors and Bravia and/or its licensors are the sole and exclusive owners thereof. All rights in the Site not expressly granted herein are reserved. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Site, its products or Service except as expressly authorized herein. Except as otherwise provided, the Content published on this Site may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the Content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of Bravia is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.
27. Bravia hereby disclaims any rights to trademarks, Service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Third Party Material are the properties of their respective owners. Bravia disclaims any proprietary interests in the intellectual property rights other than its own.

#### **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

28. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Bravia the written information specified below.
- a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
  - b) A description of the copyrighted work that you claim has been infringed upon;
  - c) A description of where the material that you claim is infringing is located on the Site;
  - d) Your address, telephone number, and e-mail address;
  - e) A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
  - f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
29. Please note that this procedure is exclusively for notifying Bravia and its affiliates that your copyrighted material has been infringed.

### **UNLAWFUL OR PROHIBITED USE**

30. You may not use this Site for any purpose that is unlawful, prohibited by these Terms of Use, or in any way interferes or attempts to interfere with the proper working of this Site. You may not use this Site in any manner that could damage, disable, overburden, or impair this Site and/or Service, or that interferes with any other party's use and enjoyment of this Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Bravia to all users of this Site. You agree that you will not use any third-party software that intercepts, "mines," or otherwise collects information from or through the Site and/or Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Bravia to all users of this Site and/or Service. You shall not institute, assist, or become involved in an attack upon any Bravia server or otherwise attempt to disrupt the Bravia servers.
31. ANY ATTEMPT BY YOU TO DAMAGE BRAVIA SERVERS OR UNDERMINE THE LEGITIMATE OPERATION OF BRAVIA IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE OR ASSISTANCE FOR SUCH AN ATTACK BE PROVIDED, BRAVIA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT PERMITTED BY LAW.

### **INDEMNIFICATION**

32. You hereby agree to indemnify and hold harmless Bravia, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Use,.

### **LINKING TO THE SITE**

33. Linking to the Site is permitted provided that you comply with these rules. You may link to the home page of the Site or to any other page of this Site. However you are not allowed to use in-line linking or framing. You must not imply that Bravia endorses or sponsors the linker or its Site, products or Service. You must not use Bravia's intellectual property including but not limited to trademarks, trade name, copyright without permission from Bravia. Furthermore, you agree to remove the link at any time upon our request.

### **ASSIGNMENT**

34. Bravia may assign, transfer or delegate these Terms of Use or the fulfillment of any of its obligations

pursuant to these Terms of Use and/or the Bravia Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign, transfer or delegate any rights or obligations under the Terms of Use or Privacy Policy without Bravia's prior written consent, which may be withheld in Bravia's sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

### **SEVERABILITY**

35. If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions of the Terms without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

### **NOTICES AND ELECTRONIC COMMUNICATION**

36. Any notice or other communication under these Terms shall be in writing and shall be considered given and received when sent by email. The Users official email for communication shall be deemed the email specified by the User in case of subscription to Bravia newsletter. The language of the communication shall be English.

### **APPLICABLE LAW AND JURISDICTION**

37. This agreement shall be governed, construed, and enforced in accordance with the law of Spain.
38. All disputes and differences arising between the Parties are to be settled by the Parties through negotiations.
39. In case of no agreement during negotiations, the Party shall send a claim to the other Party. The party receiving the claim is obliged to respond in writing to it within 10 (ten) days from the date of receiving.
40. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Spanish Court of Arbitration in Madrid on the basis of written documents (written procedure). The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English.
41. Any dispute arising out of or related to this Agreement which cannot be resolved by negotiations is personal to User and Bravia and shall be resolved solely through individual arbitration and will not be brought as class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. A dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.