

## Terms of Use - Guud Content Suite

Thank you for choosing Guud Content Suite®!

These are the terms of use ("Agreement") of the Guud Content Suite ("the Suite") and any of its applications; please read them carefully: by accessing the Suite or any of its applications, you are accepting them in your own name and on your own behalf (as User) and in the name and on behalf of the organisation you represent (as Subscriber or Client).

This document outlines the rules and guidelines for using Guud Content Suite and provides detailed information on the subscriptions plans (hereinafter, the subscriptions) available for each application within the Suite. This Agreement governs the terms of use for all applications in the Suite, as well as certain conditions of the other services (hereinafter, linked or related services) that the Client has contracted or will contract in the future (e.g. maintenance). This Agreement applies to all users of the Guud Content Suite, including users who are accessing the Suite for free or under any type of subscription plan. Each application within the Suite may come with its unique set of features, capabilities, and subscription plans. The terms outlined in this Agreement cover your use of all applications within the Suite, regardless of the subscription plan you choose.

These terms have contractual force between the Subscriber (the Subscriber or you, depending on the context, hereinafter) and Guud TV, S.L. (hereinafter, GuudTV or the Service Provider). Hereinafter, each of the above are considered separately as a "Party" and jointly as "Parties".

Guud TV, S.L. is a Spanish company, with Tax ID Code (CIF) number B 86940137, and with registered office at Calle Alcalá, 155 - Escalera Derecha 3º I (28009 - Madrid - Spain), specialised in the technological development of products and services for digital marketing in social media (for more information go to <https://www.guud.tv>).

These terms of use obliges the Subscriber and all entities and persons acting on behalf thereof, on its behalf or in collaboration with it, whether they are employees, members, collaborators, partners, suppliers or any others (hereinafter referred to as the collaborators). In this sense, it will be understood that all references made to the Subscriber apply to and bind all these persons, whom the Subscriber must inform of the content of this agreement. If you wish, you can print a copy of it for distribution to these persons by clicking on [print](#).

Our Privacy Policy (found [here](#)) describes the collection, safeguard, use and disclosure of data and information that results from the use of the suite. The Privacy Policy is hereby incorporated into this agreement.

You may only use the Suite and any of its applications within the limits of these terms of use and on the instructions of the service provider.

By the mere operation or by the mere use of the Suite, the Subscriber declares to have read, understood and accepted all of these terms of use. Likewise, the Subscriber declares that the person designated to operate any applications of the Suite has sufficient power to accept this Agreement. The Subscriber may not use any of the applications of the Suite until they accept these conditions. If you do not accept them, do not select the acceptance box, and contact us.

Below is an index of these conditions:

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**By using Guud Content Suite, you accept the Terms & Conditions, read them carefully.**

## **I. Guud Content Suite Terms of Use**

### A. Property of Guud Content Suite and the Suite documentation

The Guud Content Suite and all its applications are the exclusive property of GuudTV, an entity that directs and coordinates their development as a collective work and holds all the moral, exploitation and remuneration rights over them, also exclusively. GuudTV hereby grants the Subscriber access to the Suite and does not grant any rights of reproduction, distribution, public communication or transformation of the Suite or any of its applications beyond those strictly necessary for their use.

The Suite's user manuals, videos tutorials, the online help, the learning files and all the material related to it and other material used for the development of the suite are protected by the same intellectual property rights as the suite itself, and the current terms of use extends to them. GuudTV hereby grants the Subscriber no rights of reproduction, public communication and distribution of these materials beyond those strictly necessary to learn how to use the Suite. Any transformation (including translation into any language) of the support and development materials is also prohibited without obtaining explicit authorisation from GuudTV.

The Subscriber may not reverse engineer the Suite or any of its application and the content generated on them unless authorised in writing by GuudTV, which it does not do in this agreement.

## B. Subscription

By means of this agreement and under the Spanish Intellectual Property Law, GuudTV makes available the use of Guud Content Suite in a subscription-based payment method. This agreement covers and regulates the use of Guud Content Suite including its components.

We remind you that the applicable law provides that any doubt regarding the scope of the licence of rights must be understood in a restrictive manner, i.e. in the sense of the least possible transfer of rights. GuudTV reserves the right to terminate the subscription when the Subscriber fails to comply with any of its obligations applicable to the Subscriber. The conditions contained in this agreement also apply - to the extent possible - to the related services that GuudTV will provide to the Subscriber depending on the type of service contracted thereby and the general and specific conditions that they have initially agreed to with GuudTV.

GuudTV may terminate this agreement if it finds that the Subscriber is using Guud Content Suite and any of its applications for illegal purposes. Additional restrictions may be imposed on the Subscriber by Facebook, X, other social networks that can be supported by the Suite, an intermediary partner, local regulations and the licences of third-party products. It is your sole responsibility to keep yourself informed about all such limitations and to comply with all of your obligations. The Subscriber may use Guud Content Suite without any limitations other than those set forth in the applicable local, national and international laws in each case, in the licences of the plugins and libraries of third parties and in this Agreement.

This agreement between GuudTV and the Subscriber is of a non-exclusive nature. This implies that GuudTV may assign its own rights to third parties at will, that is, without the Subscriber being able to object to any reason therefor.

This agreement between GuudTV and the Subscriber is non-transferable (*intuitu personae*). This implies that the Subscriber may not transfer to third parties - by any means - the right of use that GuudTV assigns to it through this licence. The transfer of the right of use by the Subscriber to a third party will be considered null and void in any case, unless the prior written consent of GuudTV has been granted.

Under the terms and limits of this agreement, the Subscriber may use Guud Content Suite anywhere in the World, provided that they have the necessary elements to do so and for the terms provided in the contracts previously entered into between the parties.

The use of the Suite is limited to one username and one password. The Subscriber is solely responsible for the confidentiality of the usernames and passwords set up for the use of the suite. In the event that you suspect that it has been divulged or disclosed to persons not authorised to use the suite, your security officer will proceed to renew it as soon as possible.

## **II. Access to and use of the Suite**

Access to and use of Guud Content Suite and any of its applications, accessible from the domain [guudsuite.com](http://guudsuite.com) and subdomains, is voluntary and confers user status. As such, you must respect the following terms and conditions.

### A. Responsible use

As a user of Guud Content Suite, you agree to make appropriate use of the content and services accessible through it. If you make use of the content or services offered, which is unlawful, unauthorised by GuudTV or simply negligent or irresponsible, you will be solely liable for any damages you cause to

yourself and to third parties as a result. If you are a minor, you are not allowed to use the Suite or any of its applications.

#### B. User Content

You confirm to Guud Content Suite that (a) you are the rightful owner of all media, content, and other materials that you upload or make available on the Suite and its applications ("User Content"), or have obtained all necessary rights to do so, and (b) you are not infringing upon the intellectual property rights or other rights of any third party. Upon our request, you agree to provide evidence of all required permissions from the relevant intellectual property owners. Additionally, you agree to pay any licence fees, royalties, or other amounts owed to any person in connection with any User Content that you upload to the Service.

While you will continue to own your User Content, you grant Guud Content Suite a worldwide, perpetual, irrevocable, non-exclusive, transferable, sublicensable, fully-paid and royalty-free licence to use, copy, modify, create derivative works of, display, publicly perform and distribute any User Content for any purpose whatsoever in any medium or format on any platform and via any distribution channel or service.

You acknowledge that Guud Content Suite cannot prevent users from posting prohibited or inappropriate User Content on any applications of the suite. Prohibited content including but not limited to offensive, harmful, defamatory, misleading, abusive, obscene, violent or pornographic content. Guud Content Suite and GuudTV do not monitor or review all User Content created or any queries posted on the Suite. If Guud Content Suite chooses to monitor the applications at any point, it will not be liable or responsible for modifying or removing any User Content or for failing to do so. Guud Content Suite will not be liable or responsible for the conduct of any user on the suite, nor for the content, quality, character, or accuracy of any User Content or its use by any person. Guud Content Suite reserves the right to reject or remove any User Content, queries, messages, or other materials from the suite or any of its applications without notice to the user, for any reason or no reason. This includes suspending a user's ability to access or use the Service at GuudTV's sole discretion and without prior notice. Guud Content Suite shall have no liability whatsoever in exercising these rights.

#### C. Industrial property

OnAir, Creative Studio, Guud Content Suite, GuudTV<sup>®</sup> and other distinctive signs are trademarks and trade names registered by Guud TV, S.L. and are protected by industrial property laws.

All other logos appearing on our Suite, unless otherwise indicated, are distinctive signs (trademarks or trade names) registered by third parties. None of them grants licences of any kind to any user of the suite.

The use of any Guud Content Suite or third-party distinctive sign not implicit in the use of the suite or in the 2.0 collaborative philosophy is prohibited. (Share information on social networks and other media for better dissemination).

In addition, crests, flags, emblems, banners, medals and other official insignia and symbols (national, supranational, regional, federal and local) are protected by their respective rules which you must adhere to and respect not only as a user of the suite but as a citizen.

#### D. Intellectual property

The texts, drawings, photographs, videos and other audiovisual elements contained in Guud Content Suite are the property of GuudTV or third parties. Any use of the suite and its contents not in accordance with its purpose is prohibited.

All the programming elements used on Guud Content Suite and all of its applications have been developed either directly by GuudTV or by third parties for GuudTV®, which holds all the exclusive usage rights. The use of such programming elements by third parties without a licence is prohibited. In this sense, the use of the Suite or any of its applications does not imply the assignment of any of the rights of reproduction, distribution, public communication or transformation of the programming elements.

Any violation of industrial or intellectual property rights owned by GuudTV, its Members, its Partners, its collaborators, or users of Guud Content Suite will be prosecuted with all legal means available at any time before the competent jurisdiction in each case.

#### E. Third-Party Services

The Service may contain features or functionality that work together with online services operated by third parties (such services, "Third-Party Services"), as per agreements between Guud Content Suite and the operators of such Third-Party Services (such agreements, "Third-Party Agreements," and such operators, "Operators"), or through application programming interfaces or other means of interoperability made generally available by the Operators ("Third-Party APIs") that Guud Content Suite and its applications do not control. Third-Party Agreements and Third-Party APIs (and the policies, terms, and rules applicable to Third-Party APIs) may be modified, suspended, or terminated at any time. Guud Content Suite shall not be liable with respect to any such modification, suspension, or termination. You are responsible for ensuring that your use of the Service in connection with any Third-Party Service complies with all agreements, policies, terms, and rules applicable to such Third-Party Service.

#### F. Contents, permitted uses and responsibilities

Guud Content Suite contains content and materials prepared by GuudTV and by third parties for information and display purposes only. Therefore, GuudTV is not responsible for actions carried out by users based on them.

Although GuudTV will take all necessary steps to correct faults and errors in the contents and materials of Guud Content Suite and any of its applications to keep them updated and accurate at all times, it cannot guarantee the absence of faults, errors or omissions in the contents and materials thereof and, consequently, their existence will not harm GuudTV at any time. If during the navigation on Guud Content Suite and any of its applications you detect some error or fault, please let us know by sending us an email to [support@guud.tv](mailto:support@guud.tv). We thank you in advance for your cooperation.

Although GuudTV will carry out all the necessary actions to re-establish communication when there are failures in the access to the Suite and to keep it available and in continuous operation, GuudTV cannot guarantee either the access to the Suite and its applications or the availability and continuity of its operation. Therefore, its non-availability will not harm GuudTV at any time.

GuudTV is not liable for any damage that may be caused to users' computer equipment, computer programs, files, information or data stored therein as a result of viruses, spyware, malware, programming errors or platform security errors. GuudTV is also not liable for such damages when they are due to configuration errors or failure to update the equipment, programs or browsers of users or errors of use of any of the above.

Access to the Suite that does not comply with current legislation or our conditions and non-consensual uses of the information, content and materials made available to users by GuudTV shall be the sole responsibility of the users who carry them out and GuudTV shall not be responsible or liable for any damage or injury arising from such access or use.

GuudTV is not responsible, within the limits permitted by the applicable legislation in its territory, for the legality of the contents of web pages, applications and services owned by third parties to which it links from the Suite or any of its applications, including embedded content.

GuudTV is not responsible for the contents of web pages that direct links to this Suite or refer to it or that gather opinions about it that may mislead users of such web pages about GuudTV, its activity or the Guud Content Suite and its applications.

GuudTV is not responsible for opinions expressed on pages, blogs, social networks or any other opinion forums that, referring to the contents, materials and services of our Suite or third-party sites, may imply a direct or indirect discredit or disparagement of third parties.

#### G. Fair Use of Content Generation

The Guud Content Suite and its applications offer the usage of content generation through artificial intelligence (AI) by submitting queries. In order to ensure optimal performance and equitable access for all users, Guud Content Suite reserves the right to implement a "Fair Use Policy". This policy is designed to prevent excessive use of the resources, as well as to prohibit invalid requests, such as queries about topics outside of the intended scope of the Suite and any of its applications.

Guud Content Suite and its applications reserve the right, at their sole discretion, to limit the number of queries or the type of content that can be generated within a given time frame, and to restrict access to AI services if a user's behaviour is found to be in violation of this policy. Such measures are essential to maintain the integrity of the service and to guarantee that all users can enjoy a high-quality and responsive experience.

### **III. Financial conditions**

Guud Content Suite is offered on a subscription basis. Each application within the Suite may offer distinct subscription plans, detailing aspects such as, but not limited to, the features available, the duration of the subscription, payment terms, and instructions for managing or canceling your subscription.

You will be billed in advance on a recurring and periodic basis set either on a monthly or annual basis ("Billing Cycle"), depending on the application and the type of subscription plan you select when purchasing a subscription, unless we have explicitly agreed to a different subscription length in a particular application. At the end of each Billing Cycle, your subscription will automatically renew under the exact same conditions unless cancellation by either party. You may cancel your subscription renewal at any time through your online account or by contacting us. After cancellation, you may use the Suite and any of its applications until the end of the Billing Cycle, unless we terminate it for other reasons described in this agreement. All fees are based on the services provided, not on actual usage.

On purchase of a subscription plan, you may be asked to supply certain information including but not limited to: your credit card number, expiration date of your credit card and billing information. We may employ the use of third-party services for facilitating the payment of your subscription. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

You agree and understand that failure to pay the fees for the use of Guud Content Suite in a timely fashion may result in immediate termination of your account and access to the Suite and any of its applications, without notice or liability. We reserve the right to refuse or cancel your subscription order if fraudulent or illegal activity is suspected.

#### A. Free trial

Guud Content Suite and any of its applications may offer, at its sole discretion, a subscription plan with a free trial on an application of the Suite for a limited period of time. After the end of the free trial period, you will be required to select a subscription plan and enter your billing information in order to continue using the Suite or the application.

At any time and without notice or liability, Guud Content Suite reserves the right to modify the conditions of or cancel the free trial offer.

#### B. Fee changes

Guud Content Suite, in its sole discretion and at any time, may modify the Subscription fees of any current plan on any application of the Suite. Any Subscription fee change will become effective at the end of the ongoing Subscription period. Guud Content Suite and its applications will provide you with a reasonable notice prior to any change in the Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

#### C. Refunds

No refunds will be provided under any circumstances.

### **IV. Confidentiality**

All information provided by the Subscriber to GuudTV will be considered confidential. GuudTV will not share it with any third party except with third-party Partners and Collaborators of GuudTV in cases where they need to know or use it (need-to-know or need-to-use basis).

The parties may only use the confidential information for the purposes and within the limits set out in this contract. Thus, the parties will avoid any publication, dissemination and unauthorised use of confidential information, preventing access to it to all persons who do not need it for the purpose of this contract (even if they are members of their own organisations).

In addition, the parties shall protect the confidential information of their counterparts using at least the same level of care as they use for the protection of their own confidential information of a similar nature. This level shall never be lower than a reasonable level of care, considering, inter alia, best practices in the field of information security and the state of the art.

Upon termination of this contract, the parties shall destroy or return (at the request of the other party) all confidential information of their counterpart in their possession, including information that may be contained in information backups. The confidentiality obligations on such information shall remain in force, even after the end of this collaboration, for a period of one (1) year from the date of return or destruction of the confidential information.

GuudTV enters into confidentiality agreements with its Partners and Collaborators in which they state that the processing of confidential information on their behalf conforms to the above.

## **V. Liability of the Parties**

In the event that GuudTV does not fulfil any of its obligations as the data processor, it will be legally constituted as liable. In the event that GuudTV fails to comply with any of the obligations arising from this clause and the regulations in force applicable to it, it will be liable for any infringements that it personally incurs.

## **VI. Legal nature, liability and guarantees**

GuudTV will provide the Subscriber with its services on a service lease basis and not on a construction-lease basis. This contract is of a commercial nature. It does not imply the constitution of a joint venture or the creation or existence of any kind of relationship of dependence between the parties. Each party shall be solely responsible for fulfilling its respective obligations. Thus, the parties guarantee each other, reciprocally, that they shall fulfil all their legal obligations. Specifically, they expressly declare that they comply with them in labour matters (including those arising from the legal system for the prevention of occupational risks) and tax matters and that they are up to date with their payments to the tax authorities and to Social Security. They also declare that they comply with all the obligations arising from the commercial legislation and from that relating to the exercise of their respective activities.

In this regard, the parties guarantee each other their respective indemnity, with the obligation to indemnify their respective counterparts for any damages they may suffer due to the lack of veracity of these statements.

## **VII. Applicable law and jurisdiction**

The Spanish regulations will be applicable to this contract, as well as the Madrid Autonomous Community regulations in those cases where the regional regulations are applicable. In the event of doubt about the interpretation and execution of this contract, the parties shall endeavour to reach a consensual and amicable solution. To that end, they may have recourse to the services of a lawyer. If this is not possible, the parties, freely and expressly waiving any other jurisdiction to which they may be entitled, shall voluntarily submit to the judges and courts of Madrid capital the resolution of any dispute that may arise from the interpretation and execution of this contract.

## **VIII. Valid version**

Each version of these terms and conditions is valid from the date of publication until the date of publication of the later version. GuudTV reserves the right to modify them unilaterally at any time. When this happens, GuudTV will inform you that the terms and conditions have been modified and will publish them at this [URL](#), prior to their entry into force, for your knowledge.

Any typical act of use will imply your full acceptance of them.

Entry into force of the current version: March 1st, 2024

Previous versions:

N/A



## **IX. Legal contact**

For resolution of any questions about the content or scope of these terms of use, please contact us at [legal@guud.tv](mailto:legal@guud.tv). We will be delighted to assist you.