

Terms and conditions for borrowing a mobile device with WiFi from MADRID DESTINO CULTURA TURISMO Y NEGOCIO, S.A.

ONE – PURPOSE

MADRID DESTINO CULTURA TURISMO Y NEGOCIO, S.A. (hereinafter, MADRID DESTINO), with the company tax code (CIF) A-84073105, whose registered address is at C/. Conde Duque 9-11, MADRID 28015, has established these terms and conditions for lending the mobile device referred to in the loan application form (hereinafter, ~~the device~~) to the person who has signed it (hereinafter, ~~the user~~). The device is loaned free of charge.

The device will come with a local flat rate plan for calls and data that enables users to make local calls and gives them 1 GB of Internet completely free of charge, although we recommend using WiFi networks whenever possible. The device is not set up for making calls abroad or for ringing premium-rate telephone numbers.

Installed on the device are the **“Welcome to Madrid”** and **“Audio guides”** applications, as well as all the applications published on www.esmadrid.com. The installation of any other software or applications will be under the responsibility and at the entire expense of the user, who will be responsible for the cost of downloading and installing said software or applications onto the device.

TWO – DEFINITIONS

- a) **Devices:** Electronic and technological equipment MADRID DESTINO makes available and lends to users; specifically, one of the following:
- Samsung Galaxy S6 Smartphone
 - Samsung Note 4 Phablet
 - Samsung Galaxy Tab 2 10.1 Tablet
- b) **Accessories:** Case for the device; battery charger and stylus (in the case of a phablet); quick-start guide and service description.
- c) **Point where the loan agreements are signed and the devices are collected and returned:** Plaza Mayor Tourist Centre (Plaza Mayor, 27).

THREE – CONTRACTING PROCESS. PROOF OF IDENTITY, DEPOSIT AND ACCEPTANCE OF CONDITIONS

1.- PROOF OF IDENTITY AND VERIFICATION THAT THE PERSON BORROWING THE DEVICE IS OVER 18

Prior to contracting and signing the loan agreement, the applicant must give proof of their identity and prove they are over 18 by showing an original copy of an official legal and valid identification document (ID card, passport, taxpayer identification card or any other document that proves identity and which is considered valid for entering into Spanish territory). Photocopies or scanned files will not be accepted. If the applicant fails to prove their identity or does not verify they are over 18, they will be unable to benefit from the mobile device loan service offered by MADRID DESTINO.

2.- DEPOSIT

On signing the agreement, the applicant must provide a credit card that will be used to hold the amount required as a deposit as guarantee they will comply with the obligations established in the loan application form and these terms and conditions, as well as the obligations related to the care and good use of the mobile device and its accessories.

The amount for the deposit held on the credit card will be in euros; the amount held will vary, depending on which type of mobile device is borrowed:

Samsung Galaxy S6 Smartphone	Samsung Note 4 Phablet	Samsung Galaxy Tab 2 10.1 Tablet
” 430.00	” 430.00	” 399.00

The card must be in the name of the previously identified applicant and there should be sufficient funds for holding the deposit used as a guarantee. The credit card should be included among those accepted by the virtual POS terminal used by MADRID DESTINO (Visa, MasterCard, American Express, Maestro International). In the event the applicant fails to provide a credit card number, the card does not have sufficient funds available to authorise holding the amount corresponding to the deposit, it expires before the end of the requested loan period or it is not accepted by the POS terminal for any reason, it will not be possible to lend the device. A deposit made in cash will not be accepted.

The amount held for the deposit will be released when the user has signed the document that establishes they have returned the device, once it has been returned with its accessories within the period established in the loan agreement form and MADRID DESTINO has checked everything is in good condition and working order. If any of the circumstances susceptible to penalty pursuant to these terms and conditions occurs, MADRID DESTINO will only release the part of the deposit that remains after the applicable penalties have been applied.

MADRID DESTINO informs the user that the time it takes to release the amount held as a deposit will depend on the financial entity issuing the card, although it usually takes between 48 and 72 hours. Once the user has returned the terminal and signed the return form, MADRID DESTINO will request the financial entity to release said amount. The user acknowledges and accepts that, from that moment, it will be the financial entity issuing the card that is responsible for the time it takes to release the amount held as a deposit, and not MADRID DESTINO.

3.- ACCEPTANCE OF CONDITIONS, SIGNING OF THE FORM AND DELIVERY OF THE DEVICE

Once the user has signed the form it implies they acknowledge and accept the conditions established in the loan agreement form, as well as the present terms of use, attached therein. Upon signing the loan agreement form, the user declares they have received the device (switched on) and its accessories in perfect working order, including an account for accessing the apps store, and have previously been shown how to use and operate the device and its accessories. Only one mobile device and its corresponding accessories will be delivered with each loan agreement form. In the event the applicant is interested in receiving additional devices, they will have to submit a separate form and deposit for each device they would like to borrow.

FOUR Ë OBLIGATIONS OF MADRID DESTINO

- 1.- Prior to delivering the mobile device and its accessories to the applicant, MADRID DESTINO will demonstrate how they work.
- 2.- MADRID DESTINO undertakes to deal with and clarify any queries made by users regarding the operation of the mobile device and its accessories, as well as the conditions of the loan.
- 3.- MADRID DESTINO undertakes to deliver the mobile device and accessories being loaned in perfect condition and working order.
- 4.- In the event the mobile devices and accessories fail to work properly due to reasons that are not attributable to the user, MADRID DESTINO undertakes to substitute them for others in good working order, as long as they are available.
- 5.- If there are no devices in good condition and working order available, MADRID DESTINO will notify said circumstance by placing a sign on the desk where the loan agreements are signed, undertaking to inform all interested applicants who provide their contact details when there are mobile devices in perfect condition and working order in stock, so applicants can make use of the service.
- 6.- MADRID DESTINO undertakes to release the funds corresponding to the deposit held on the credit card number provided by the user on the agreement form after it has verified that the mobile device and its accessories have been returned within the stipulated period and are in perfect condition and working order and, if applicable, to hold solely and exclusively the amounts corresponding to the penalties established in the present terms and conditions.
- 7.- MADRID DESTINO undertakes to reset the mobile device the user returns to its original factory settings, deleting the totality of the user's browsing data corresponding to the loan period. The downloaded applications and software will also be completely deleted.

FIVE Ë OBLIGATIONS OF THE USER

- 1.- The user is obliged to use the service in accordance with the demonstration performed by MADRID DESTINO, the quick-start guide and the service description delivered with the accessories, and pursuant to the loan agreement form and the present terms and conditions.
- 2.- The user acknowledges and accepts that the use authorised by MADRID DESTINO is limited to private or domestic purposes and is personal and non-transferable. Any use other than the foregoing (for example,

commercial operations, loan to third parties) is not allowed and will constitute a breach of the present terms and conditions.

3.- The user assumes the total responsibility for the loaned mobile device and its accessories, and is responsible for safeguarding and taking care of them throughout the loan period.

4.- The user will return the device and its accessories before the end of the period established in the loan agreement form. In the event the user is interested in extending the loan period, they must previously inform MADRID DESTINO; otherwise the user acknowledges and accepts that if they return the device and its accessories late, the amount corresponding to the penalty for each day of delay will be held on the deposit. Failure to return the device and its accessories will imply losing the total amount of the deposit.

5.- If during the loan period the user detects any defect or malfunction of the hardware or software of the device and its accessories, they must inform MADRID DESTINO immediately, in any case, prior to signing the form that establishes that the device has been returned and the loan has terminated.

6.- In the event the mobile device and/or its accessories are stolen, the user must report the event to the law enforcement forces and agencies and inform MADRID DESTINO of the police report within a maximum of two (2) hours. The user must submit a copy of said report to the loaner.

7.- The user promises they will not modify, repair or alter the device and its accessories (hardware and/or software).

SIX – DURATION

The duration of the mobile device loan agreement will correspond to the length of time that figures on the loan agreement form. The maximum period allowed is five (5) days.

The loan agreement will terminate upon signing the form that establishes that the user has returned the mobile device and, once MADRID DESTINO has verified that the device and its accessories are in good condition and working order, with the restitution of the deposit held by MADRID DESTINO as the user's guarantee they will comply with the obligations set out in the present terms and conditions or, if applicable, the amount that remains after deducting the penalties established in the present terms and conditions.

If a user returns their mobile device before the date specified in the service agreement form, it will not imply an economic penalty.

The renewal or extension of the loan must be documented by signing a new agreement; under no circumstances will a tacit or automatic renewal be possible. If the device is returned after the date that appears on the form, this will automatically imply applying the penalties established for delay, charging them to the amount held as a deposit.

SEVEN – RETURN

The device will be returned to the Plaza Mayor Tourist Centre (Plaza Mayor, 27), or to another point where the loan agreements are signed and the devices are collected and returned, which will be notified when the agreement is formalised.

When the mobile device and its accessories are returned, MADRID DESTINO will verify in the presence of the user whether they are in the same condition and working order as when they were delivered upon signing the loan agreement.

If it is verified that the device and its accessories are in the same condition as when they were delivered, MADRID DESTINO will release the totality of the funds held as a deposit on the credit card when the device and its accessories were contracted.

In the event any damage or defects in the condition or working order of the device are detected, MADRID DESTINO will inform the user, showing them the evidence of said damage or defect. It will also apply the corresponding penalties, charging them to the funds held as a deposit in accordance with the following parameters (applicable tax included):

	SAMSUNG NOTE 4 PHABLET	SAMSUNG GALAXY TAB S2 9.7 LTE TABLET	SAMSUNG GALAXY S6 SMARTPHONE
Loss or theft	" 430.00	" 399.00	" 430.00
Broken or damaged screen	" 179.00	" 178.00	" 155.00
Broken or lost battery	" 24.00	" 81.00	" 80.00
Broken or lost charger	" 28.00	" 28.00	" 20.00
Broken charging port	" 65.00	" 82.00	" 81.00
Broken camera	" 89.00	" 74.00	" 89.00
Broken case	" 13.00	" 257.00	" 71.00
Loss of Samsung S Pen Stylus	" 15.00		

The damage and/or defects will be included on the document that acknowledges the device and its accessories have been returned, identifying the applicable penalty that will be deducted from the deposit or guarantee held by MADRID DESTINO on the user's credit card. MADRID DESTINO will give the order to release the remaining held funds.

If the device and its accessories are lost or not returned, the user acknowledges and accepts that MADRID DESTINO will enforce the payment of the total amount of the guarantee held on their credit card. If the return is made outside the period established in the loan agreement form, the applicable penalty will be equivalent to " 30 per fraction of or whole day of delay.

In the event the mobile device and/or its accessories are stolen, the user must report the event to the law enforcement forces and agencies and inform MADRID DESTINO of the police report within a maximum of two (2) hours. The user must submit a copy of said report to MADRID DESTINO. The user acknowledges and accepts that MADRID DESTINO will enforce the payment of the total amount of the guarantee held on their credit card.

If the user would like a separate invoice for the penalty fee included in the return form, they must send a request to the following email address: facturacion@madrid-destino.com. MADRID DESTINO will attend to the request as soon as possible and will issue an invoice for the corresponding penalty fee.

Once the condition and working order of the device and/or its accessories have been verified, MADRID DESTINO will request the user to complete a voluntary survey to know their degree of satisfaction with the service and the device itself.

If the user agrees to complete the survey, the device will be connected to the WiFi network in the point where the loan agreements are signed and the devices are collected and returned and MADRID DESTINO will start up the survey application to synchronise it with the server.

If the user does not wish to complete the survey - or if the user does agree to do it, then once they have completed it -, MADRID DESTINO will delete the data from the device in the presence of the user. However, in the event they do not wish to be present, this must be stated on the return document. Deleting the data will reset the equipment to its original factory settings, which the user may check in person. MADRID DESTINO will not be held liable for any loss of information.

Once the data clearing process has finalised and the device has been reset to its original factory settings, the user will sign the document that establishes the device has been returned, thus terminating the loan.

EIGHT – LIABILITY

MADRID DESTINO is responsible for providing users with mobile devices in perfect condition and working order. As a result, it undertakes to carry out a verification and demonstration in the presence of the user when the agreement is formalised, as well as guaranteeing the compliance and observation of what is stated in advertisements, the loan agreement form, present terms and conditions and applicable legislation on matters related to consumer and user protection.

MADRID DESTINO is not liable for the use made of the device during the loan; this includes browsing, connection to WiFi networks, content and/or downloaded or created applications, as well as any information that could remain on the device or its loss once the device has been reset to its original factory settings after the device loan period has finalised.

In relation to the foregoing, MADRID DESTINO will not be responsible for the user or third parties' loss of profit, income, data, financial loss or indirect, special, derived, exemplary or punitive damages caused by using the device during the validity period of the loan agreement.

Upon signing the loan agreement form, the user declares they are of full legal age (over 18) and that they have the necessary legal capacity to contract the services. The user undertakes to use the device and its accessories in a proper manner and not use it for unlawful or illegal actions or those that breach the implied covenant of good faith or public policy. The user is liable to MADRID DESTINO, exonerating and holding it harmless from any claim made by third parties due to using the device to adversely affect the rights of third parties.

NINE – INTELLECTUAL AND INDUSTRIAL PROPERTY

The content that MADRID DESTINO makes available to the user of the loaned mobile device is protected by intellectual and industrial property rights.

MADRID DESTINO authorises the use of the content that is installed on the mobile device when the agreement is signed (the ~~W~~elcome to Madrid and ~~A~~udio guides applications, as well as all the applications published on www.esmadrid.com) for the purposes expressly stated in the content or in the present terms and conditions. It is forbidden to reproduce, distribute, modify or publicly communicate the content, whether it is totally or partially, except with express permission and/or in cases authorised by law.

MADRID DESTINO, acting on its own behalf or as an assignee, is the holder of all the intellectual and industrial property rights of this website, as well as of the elements contained herein (including but not limited to images, sound, audio, video, software or texts; brands or logotypes, etc.); it is expressly forbidden to use or reproduce them for purposes other than those expressly established in the present terms and conditions.

The installation of any other software or application will be under the responsibility and at the entire expense of the user, who will be responsible for the cost of downloading and installing said software or applications onto the device, as well as with the compliance and observation of the terms and conditions established by the holder of the rights of the use granted under licence, exonerating and holding MADRID DESTINO harmless and free from any liability in relation to the use of said content.

TEN – PERSONAL DATA

The personal data provided by the user when they formalise the mobile device loan agreement will be included in a file containing the personal data of the clients and users of MADRID DESTINO, with the registered address at C/. Conde Duque 9-11, MADRID 28015. These data are collected for the sole and exclusive purpose of managing and complying with the contractual relationship (including the management, formalisation and filing of the agreement and the compliance of any obligations that may arise).

MADRID DESTINO assures users that their data will be handled pursuant to the legislation in force. The data will be handled in accordance with the informed purpose and the users' confidentiality will be respected at all times.

The users may exercise any rights of access, rectification, cancellation and opposition that could correspond to them by writing to registro@madrid-destino.com, with the reference ~~P~~ersonal data/Mobile device service and attaching a letter signed by the holder of the data, giving their address and including a copy of an official legal and valid identification document that proves their identity.

Upon termination of the loan, when the data are deleted and the device is reset to its original factory settings, the user authorises MADRID DESTINO to separate their personal data from the browsing data on the loaned mobile device and to analyse them. These data will be used to create general patterns of behaviour and under no circumstances will they be used individually, nor will they be associated to personal data, which will be deleted as soon as the device is reset to its original factory settings.

The purpose for using the users' browsing data separately from their personal data is to be able to perform a statistical and disassociated analysis and study of the behaviour of visitors and tourists in the city of Madrid, in order to offer them a better experience of the city, fostering the promotion and marketing of products and services that increase and multiply the local tourist offer by itself or through the collaboration with public or private third party entities, in agreement with the correlations and results obtained from the analysis carried out by adding the actions performed by the different users.

ELEVEN – UPDATES

In the event any one of the clauses of the present terms and conditions is declared null and void or unenforceable due to legal regulations or a final judgment issued by a legal or administrative competent authority, this will not affect the validity of the other provisions contained herein. To this regard, the parties thus agree to replace the clause declared null and void with one or others that is/are as equivalent as possible to its content and the economic intent of the clause initially agreed.

TWELVE – JURISDICTION AND APPLICABLE LEGISLATION

The present terms of use will be governed and interpreted in accordance with the Spanish legislation. The parties expressly and irrevocably waive any other jurisdiction that could correspond to them, and for any complaint, action or proceedings that could derive or are related to the execution and compliance of the loan agreement and the present terms and conditions of the contract, they submit to the jurisdiction of the courts of the city of Madrid, the place where the mobile device loan service is offered.

In the event of discrepancies between the content of this version and that of the original Spanish text, the Spanish text shall prevail.