

LEGAL NOTICE

This Legal Notice establishes the terms and conditions to access and use the website hosted under the domain name <https://www.VIVACATS.com/> and any of the subdomains dependent on it (hereinafter, the "Website") that Befever Spain, SL puts, free of charge, available to its users (hereinafter, "Users").

The access to the Website implies the knowledge, understanding and acceptance, necessarily and without any reservation, of the terms and conditions stipulated in this Legal Notice (the "Terms and Conditions"). Therefore, it is recommended that Users carefully read these Terms and Conditions, as well as the messages, instructions or warnings that are communicated to them while browsing through the Website, while they must comply with all of them. If Users disagree with these stipulations, they should not use the Website.

VIVACATS reserves the right to modify or update the Terms and Conditions at any time and without prior notice, for regulatory requirements, for technical reasons, for changes in the services offered by VIVACATS or for strategic decisions of the company, through modification or update of the text accessible to Users in these Terms and Conditions, so it is recommended that Users periodically review it.

If the User is not satisfied with the changes, they must stop using the Website and, where appropriate, unsubscribe from any registration or distribution list associated with the Website. The use of the Website after making the changes will imply acceptance of them.

Website owner identification

The owner of this Website is the company Befever Spain, SL, with CIF B-86779832 and registered office at Calle Robledillo 10, 1st door 4th, CP28003, Madrid, registered in the Mercantile Registry of Madrid, Volume 31.250, folio 110, Sheet M-562.502 (hereinafter, "VIVACATS").

Your contact email: hello@vivacats.com

Object of the Website

The purpose of this Website is to provide the following services (hereinafter, the "Services"):

- Periodic subscription for the distribution and sale of pet products such as toys, accessories, snacks or food.
- Occasional subscription for the distribution and sale of pet products such as toys, accessories, snacks and / or food.
- Timely distribution and sale of pet products such as toys, accessories, snacks and / or food.
- Shipment of products purchased by Users on the Website.
- Free User Assistance through the online Help Chat.
- Access of registered Users to a private menu with their personal information, orders or shipping status.
- Other services that may be created or considered of interest to Users.

The Website provides Users with access to various content, information and data provided by VIVACATS (hereinafter, "Contents") in relation to these Services.

Website Access

The access and navigation through the Website as well as the use of its functionalities is free. Some of the services provided through it may be regulated by conditions of use, policies and / or special instructions that, in such cases, will replace, complete or modify the content of these Terms and Conditions.

Likewise, the contracting of certain products and services could entail the payment of a price, as well as the acceptance of specific contracting conditions, for which it is necessary to be over 18 years of age. In case of hiring by minors, the authorization of the parents or legal guardians is required to be able to enjoy the contracted Services.

Users undertake to make proper and lawful use of the Website in accordance with applicable law and these Terms and Conditions. Users must refrain from:

- Make unauthorized or fraudulent use of the Website;
- Access or attempt to access restricted resources of the Website;

- Use the Website for illegal purposes, contrary to what is established in these Terms and Conditions, harmful to the rights and interests of third parties, or that in any way may damage, disable or overload or prevent the normal use or enjoyment of the Website;
- Cause damage to the Website or to the systems of its suppliers or third parties, as well as, in particular, to introduce or spread computer viruses or any other physical or logical systems that are likely to cause damage to VIVACATS systems, of your suppliers or third parties;
- Attempt to access, use and / or manipulate the data of VIVACATS, third party providers and other Users;
- Obtain or attempt to obtain the Contents, using means or procedures other than those that, depending on the case, have been made available for this purpose;
- Reproduce, copy, distribute, transform or modify the Contents, allow access to third parties through any form of public communication, unless authorized by the holder of the corresponding rights or it is legally permitted;
- Apply reverse engineering techniques and / or decipher, decompile or use any other system to know the source code of the Website or any element subject to copyright or intellectual or industrial property rights.
- Use the Website for commercial purposes or to gather information or content to provide services that could be a clear competence for VIVACATS.
- Modify or attempt to modify the Website or perform actions or use means to alter its appearance or its functions.
- Try to access and / or use the email accounts of other Users and / or modify or manipulate their messages.

Limitation of Liability

VIVACATS does not guarantee the availability and continuity of the operation of the Website. Consequently, VIVACATS will not be liable in any case for any damages that may arise from

- Lack of availability or accessibility to the Website;
- The interruption in the functioning of the Website or computer failures, telephone breakdowns, disconnections, delays or blockages caused by deficiencies or overloads in telephone lines, data centers, in the Internet system or in other electronic systems, produced in the course of its operation;

- The communications or dialogues during the debates, forums, chats and virtual communities that are organized through or around the Website, nor will it be liable for any damages and losses suffered by Users as a result of said communications and / or dialogues ;
- Errors or delays in accessing the Website by the User when entering their data in the order form, the slowness or impossibility of receipt by the recipients of the order confirmation or any anomaly that may arise when these incidents are due to problems in the internet network, causes of fortuitous event or force majeure and any other unforeseeable contingency outside the good faith of VIVACATS;
- Losses, damages or losses of any kind that arise from accessing and using the Website, including but not limited to those produced in computer systems or those caused by the introduction of viruses and / or computer attacks;
- The veracity, integrity or updating of information that is not of own elaboration;
- Other damages that may be caused by third parties through unauthorized interference beyond the control of VIVACATS.

Notwithstanding the foregoing, VIVACATS undertakes to make all its greatest efforts to solve the problems that may arise and to offer all the necessary support to the Users to reach a quick and satisfactory resolution of the incident.

VIVACATS does not guarantee the absence of viruses or other elements on the Website introduced by third parties outside VIVACATS that may cause alterations in the User's physical or logical systems or in the electronic documents and files stored in their systems. Consequently, VIVACATS will not be in any case responsible for any damages of any kind that may arise from the presence of viruses or other elements that may cause alterations in the physical or logical systems, electronic documents or files of the User.

VIVACATS does not guarantee that unauthorized third parties cannot know the conditions, characteristics and circumstances in which Users access the Website. Consequently, VIVACATS will not be liable in any case for damages that may arise from such unauthorized access.

VIVACATS will not be liable for any failure or delay in the fulfillment of any of its contractual obligations caused by events beyond its control or will (hereinafter, "Force Majeure"). Due to Force Majeure, any unforeseeable and exceptional situation or event, or independent of the will of the contracting parties, shall be understood.

With the subscription of these Terms and Conditions, the Users declare that they will keep VIVACATS harmless against any claim against it, its parent company, directors, partners, employees, lawyers and agents derived from the breach by the Users of any

provision contained in these Terms and Conditions or any law or regulation applicable thereto of the breach or violation of the rights of third parties.

In any case, VIVACATS will only be liable for those damages that Users may suffer as a result of a malicious, or manifestly negligent, action by this company, in relation to access to the Website, the provision of its Services, as well as the use of the Contents, tools and functionalities.

Links to third parties

VIVACATS does not control the content of other sites from which this Website can be accessed or which it allows to access through different links. Therefore, VIVACATS is not responsible for the information contained therein or for any effects that may arise from such information. VIVACATS makes such links available to Users, for their convenience, an action that in no case may be interpreted as the approval or sponsorship, by VIVACATS, of the contents of said Websites. VIVACATS does not offer any guarantee, express or implied, about the truthfulness, ownership, validity or legality of any of the linked sites and their content.

If any User or a third party observes that the contents that this Website allows to access through links may be contrary to laws, morals or public order, they must inform VIVACATS through the email: hello@vivacats.com.

Compensation

In the event that VIVACATS, the companies of its group, its suppliers or any other person involved in the creation, production and distribution of this Website suffered any type of damages, losses or costs (including attorneys' fees and solicitors that would have been necessary) as a result of a breach by the Users of these Terms and Conditions, those will be obliged to fully compensate the damages caused. The above will be applicable, in particular, but not limited to, the cases in which, as a result of the breaches of the Users, claims by third parties against VIVACATS or any of the companies in its group will occur. The Users will keep VIVACATS and the companies of its group harmless, who may claim any expenses, costs, damages or losses that may have been derived from their actions, provided that this expense, cost, damage or loss is caused by the breach of these Terms and Conditions by the User.

Intellectual and industrial property rights

This Website belongs to VIVACATS. Its contents (including, merely by way of example, its source code, trademarks, images, icons, designs, and general presentation) are protected, in accordance with European, Community and international regulations, by copyright, trademarks and other rights. Intellectual and industrial property owned by VIVACATS, its group companies or third parties. Access to this Website does not confer in any case, nor may it be construed as authorization or license of any kind on such content and rights.

Likewise, certain commercial names, brands, logos, slogans and other materials displayed on this Website are duly registered in the name of VIVACATS or other entities. Users are not authorized to use any of said elements, whose property will remain, in any case, under the ownership of VIVACATS or of said entities.

Any act of reproduction, distribution, transformation or public communication, as well as any type of assignment, of all or part of the content of the Website and / or, in general, any act of exploitation of all or part of the contents is expressly prohibited. (images, texts, design, indexes, forms, etc.) as well as of the possible databases that the Website may contain and of any object, that is protectable under current legislation, especially in accordance with the rules of intellectual property and industrial property.

In particular, Users may not, under any circumstances, exploit or use commercially, directly or indirectly, in whole or in part, of any of the contents that make up the Website, as well as modify, copy, distribute, transmit, expose, advertise, sell and / or license any content of the Website or create works that derive from them, without the prior written authorization of VIVACATS and, where appropriate, also its owner. Any authorization or license on the Website and its content does not imply, under any circumstances, the waiver, transmission or assignment, in whole or in part, of any of the aforementioned rights.

Users may, occasionally, print copies of the individual pages of this Website, provided they do so for their personal, non-commercial use, and maintaining, without alterations, the signs relating to copyright, trademarks, and any other identification concerning the rights of VIVACATS or third parties. The making of any other kind of copy, either in electronic format, on paper or another mode, is completely prohibited.

VIVACATS reserves, expressly, how many civil and criminal actions, under Spanish and foreign legislation, may correspond to it as a consequence of the violation of the peaceful possession and / or unauthorized use of its industrial and intellectual property rights.

Data Protection

The navigation and use of certain Services on this Website may require Users to provide personal data. VIVACATS processes this type of information in compliance with applicable legislation, in accordance with its [Privacy Policy](#) that is part of these Terms and Conditions.

Cookies policy

During the navigation of the Website, the use of cookies will be used, the use of which will be regulated, in accordance with the provisions of the applicable regulations, in the Website [Cookies Policy](#) which, at your Once, it is part of the Privacy Policy.

In this regard, we inform you that cookies are small data files that are hosted in the terminal of the visiting User of the Website and that they contain or store certain information about the visit to it.

Notifications

VIVACATS may make timely notifications through the email address provided by the Users in the Registration Form, via SMS, through regular mail to the address provided by the Users in the Registration Form.

Assignment

Users may not assign their rights and obligations under these Terms and Conditions without the prior written consent of VIVACATS. Likewise, VIVACATS may assign, without the need to obtain the prior consent of the Users to any entity included in its group of companies, worldwide, as well as to any person or entity that succeeds in the exercise of its business by any Titles.

Safeguard and interpretation

These Terms and Conditions constitute an agreement between each of the Users and VIVACATS. If the competent authority declares any provision as illegal, invalid or non-enforceable, it must be interpreted in the manner closest to the original intention of that provision. Such statement regarding one or more clauses will not prejudice the validity of the remaining ones. The fact that VIVACATS does not require strict compliance with any of the stipulations of these Terms and Conditions does not constitute and may not be construed in any case as a waiver by you to demand strict compliance in the future.

Language

The language applicable to these Terms and Conditions is English. Therefore, Users expressly accept that they are governed by their United Kingdom version. If a version is offered in another language, it is for mere courtesy, for the convenience of the Users.

Applicable Law and Jurisdiction

Except in the cases in which the current applicable regulations require to submit to a different jurisdiction or legislation, this Website, its contents and Services, the relations between Users and VIVACATS, as well as these Terms and Conditions will be governed and must be interpreted in accordance with United Kingdom's law; and any question or controversy derived or related thereto shall be submitted to the courts and tribunals of the User's domicile.