

GENERAL TERMS AND CONDITIONS FOR THE WEBSITES AND/OR CONTENTS

www.mahou-sanmiguel.es

1. GENERAL INFORMATION
2. GENERAL TERMS AND CONDITIONS FOR USE OF THE WEBSITE AND CONTENTS
3. MINORS
4. RESPONSIBILITY OF USERS OF THE WEBSITE AND/OR THE CONTENTS
5. USERNAME AND PASSWORD
6. SPECIFIC CONDITIONS FOR PARTICIPATION IN CONTESTS AND RAFFLES
7. INTELLECTUAL AND INDUSTRIAL PROPERTY
8. INFORMATION AND ELEMENTS OF THE WEBSITE AND/OR THE CONTENTS
9. LINKS OR HYPERLINKS TO THE WEBSITE AND/OR THE CONTENTS
10. USE OF COOKIES
11. GUARANTEES
12. LIABILITY
13. GENERAL

1. GENERAL INFORMATION

The terms and conditions indicated below (the "**General Terms and Conditions**") regulate the access to and registration, browsing, download and use of each and every one of the web pages accessible under the domain www.mahou-sanmiguel.es, www.mahou-sanmiguel.com and their respective subdomains and subdirectories (the "**Website**" or "**Websites**"), which are owned by Mahou, S.A. and operated interchangeably by Mahou, S.A. and San Miguel, Fábricas de Cerveza y Malta, S.A.U. These General Terms and Conditions also regulate access to and downloading and use of any other information, text, graphics, photos, images, music, sounds, applications or accounts on any social platforms created, designed, promoted or disseminated by Mahou, S.A. and/or San Miguel Fábricas de Cerveza y Malta, S.A.U. and which can be accessed from the Website or from any other web page or software application (the "**Contents**").

In compliance with that set forth in Article 10 of Spanish Law 34/2002, of 11 July the, on information society services and electronic commerce, Mahou, S.A. and San Miguel, Fábricas de Cerveza y Malta, S.A.U. (the "**COMPANY**") makes the following information available to users:

- Company name: Mahou, S.A.
- Tax Identification Number: A28078202
- Mercantile Registry Data: It is registered in the Mercantile Registry of Madrid in Volume 54, Page 225, Section 8, Sheet M-1076
- Registered Office: Calle Titán, 15, 28045, Madrid.
- Company Name: San Miguel, Fábricas de Cerveza y Malta, S.A.U.
- Tax Identification Number: A25001538
- Mercantile Registry Data: It is registered in the Mercantile Registry of Barcelona in Volume 29,357, Page 20,210, Section 8, Sheet B-147866.
- Registered Office: Calle Urgel 240, 08036, Barcelona.
- Contact: the **COMPANY** can be reached via regular mail at its registered office, or at the following e-mail address:
- Email: info@mahou-sanmiguel.info

BY ACCESSING, VIEWING OR USING THE MATERIALS OR SERVICES ACCESSIBLE ON OR THROUGH THE "WEBSITE" OR THE "CONTENTS" ACCESSIBLE ON OR THROUGH THE "WEBSITE" OR OTHER WEB PAGES OR SOFTWARE APPLICATIONS, THE USER STATES THAT THEY UNDERSTAND AND ACCEPT THE "GENERAL TERMS AND CONDITIONS" WHICH IS THE LEGAL EQUIVALENT TO A SIGNED, BINDING DOCUMENT.

2. GENERAL TERMS AND CONDITIONS AND CONDITIONS FOR THE "WEBSITE" AND "CONTENTS"

Access to and use of the Website of the **COMPANY**, as well as access to and use of the Contents shall be subject to these General Terms and Conditions. Use of any web page owned by the **COMPANY** or of the Contents confers the status of user and implies full and unreserved acceptance by the user of all the General Terms and Conditions in force whenever the user accesses them. The **COMPANY** reserves the right to amend these General Terms and Conditions at any time. Any change made to these General Terms and Conditions that may affect the rights of the user shall be published on the Websites owned by it during the first week after its implementation. In addition to this notice that will inform you of such changes, we suggest you review these General Terms and Conditions frequently so that you are aware of their scope and any change that has been made. When you access the Websites owned by the **COMPANY** after publication of the notice of these changes, alterations or updates, you will be agreeing to comply with the new terms. The user is aware that they access and use the Website and/or the Contents under their sole and exclusive responsibility.

Certain services on the web pages of the **COMPANY** and/or certain Contents may be subject to specific conditions, regulations and instructions that, where applicable, substitute, supplement and/or amend these terms and conditions (the "**Specific Terms and Conditions**") and that must be accepted by the user before the corresponding service is provided. The provision of the service at the request of the user implies express acceptance of the Specific Terms and Conditions applicable.

The term "Website" or "Websites" includes, but is not limited to all the content, data, graphics, text,

logotypes, trademarks, software, images, animations, musical compositions, videos, sounds, drawings, photography, expressions and information and other items included therein and, in general, all the creations expressed by any means or medium, tangible or intangible, regardless of whether they are subject to intellectual property in accordance with the Revised Text of the Spanish Intellectual Property Act.

The user shall use the services and materials available on the Websites, as well as the Contents exclusively for personal purposes, excluding any other modality of use and specifically excluding any use that is directly or indirectly profitable or lucrative for the user or third parties.

These General Terms and Conditions, as well as the Specific Terms and Conditions (including the Rules for Special Promotions, Contests, "Bets", specific rules for certain services, etc.) that may apply subsequent notification in specific cases, are expressly and unreservedly accepted by the user merely by accessing the Website, using the materials and services of the Website in any way and/or accessing or using in any way the Contents and/or participating in promotions and contests.

When the access and use of certain materials and/or services of the Website and/or the Contents are subject to Specific Terms and Conditions, the user shall be informed beforehand of these Specific Terms and Conditions and, depending on the circumstances, they shall substitute, supplement and/or amend the General Terms and Conditions contained herein. Access and use of the aforementioned materials and/or services subject to Specific Terms and Conditions shall imply, consequently, full acceptance of the Specific Terms and Conditions that regulate them in the version published at the time that the user accesses them, and the aforementioned Specific Terms and Conditions shall be incorporated automatically into these General Terms and Conditions.

If there is a contradiction between the terms and conditions set forth in these General Terms and Conditions and the Specific Terms and Conditions, the terms agreed in the Specific Terms and Conditions shall always and in every case prevail although only with respect to the incompatible provisions and only with respect to the materials or services of the Websites and/or the Contents subject to the aforementioned specific regulation.

The **COMPANY** may unilaterally and without prior warning amend the provision, configuration, content and services of the Website and the Contents, as well as its General Terms and Conditions. If these General Terms and Conditions are fully or partially replaced by others, the new general terms and conditions or, where applicable, the specific terms and conditions, shall be understood as accepted identically to the manner set forth herein. However, the user of the Website and/or the Contents must access these General Terms and Conditions and the Specific Terms and Conditions of the services of the Website and/or the Contents they use, periodically in order to be aware of the updates made to them, where applicable.

If the user does not accept this General Terms and Conditions or the Specific Terms and Conditions, the user must refrain from accessing the Website and/or the Contents or, if they have accessed them, leave them.

The user shall establish suitable technical security measures to avoid unwanted activity on their information system, files and computer equipment used to access the Internet and, particularly, the Website and/or the Contents, and is aware that the Internet is not an entirely secure medium.

In general, the services and materials offered through the Website and/or the Contents shall be available in Spanish, and the **COMPANY** may, at its discretion, present the aforementioned services and materials in other languages as well.

The cost of the dial-up connection or other expenses necessary to access the Website and/or the Contents shall be borne exclusively by the user.

3. MINORS

Minors (anyone under the age of 18) are prohibited from accessing, registering, browsing, using, storing and/or downloading materials and/or using the services of any Website and/or Contents of the **COMPANY**. The user, by registering, (indicating whether or not they are of age), responsibly states and guarantees that they are at least 18 years old.

Because current legislation prohibits the advertising, sale, consumption and supply of alcohol to minors, the Website and/or the Contents of the **COMPANY** are reserved solely and exclusively for individuals of age. However, the **COMPANY** cannot verify the factualness of the data provided nor shall it be liable for minors who access the Websites and/or the Contents of the **COMPANY**, failing to comply with the aforementioned condition for access. The **COMPANY** recommends that parents, representatives or legal custodians supervise or take the appropriate precautions while minors browse the Internet and establish filters on the information and the contents which minors may or may not access.

4. RESPONSIBILITY OF USERS OF THE WEBSITE AND/OR THE CONTENTS

The user may not, under any circumstances, modify or eliminate the **COMPANY'S** identifying data. The user may only access the services and materials of the Websites and/or the Contents through the mediums or procedures made available to them for such purposes on the Website or that are customarily used on the Internet for this purpose, provided that it does not entail a violation of Intellectual/Industrial Property rights or any other damage to the Website and/or the Contents or to its information or the services offered.

The user undertakes to use the services, the information and the materials of the Websites and/or the Contents of the **COMPANY** in accordance with the law and with these General Terms and Conditions. Under no circumstances may use of the Website and/or the Contents by the user infringe current legislation, moral standards, good practices and public order, and the user must at all times use the services, information and materials of the Website and/or the Contents in a proper and lawful manner.

The user shall be able to:

- Access and browse, free of charge and without necessitating prior authorisation, the materials and services of the Website and/or the Contents, without prejudice to the requirement of prior registration and/or acceptance of the Specific Terms and Conditions with respect to certain services and specific contents, as determined in these General Terms and Conditions or, where applicable, in the Specific Terms and Conditions of the such services.
- Use the services and materials of the Website and/or the Contents exclusively for private use.
- Use the Website and/or the Contents properly and lawfully in accordance with the legislation in force, moral standards, good practices and public order.

Under no circumstances may the user carry out the following activities:

- Disseminate contents or propaganda that is racist, xenophobic, pornographic, obscene or derogatory in nature or that incites or promotes criminal, violent, defamatory or degrading acts due to age, sex, religion or beliefs; or that promotes or incites, directly or indirectly, advocacy of terrorism or that is contrary to human rights and the fundamental rights and liberties of third parties, the legislation in force, moral standards, good practices and public order or for detrimental purposes that may harm, damage or hinder in any way, access thereto, to the detriment of the **COMPANY** or third parties.

- Perform acts contrary to the Intellectual and/or Industrial Property rights of their legitimate owners.
- Cause damage to the computer systems of the **COMPANY**, of its suppliers or third parties and/or introduce or disseminate computer viruses, harmful code or software or other types of systems that may damage or alter computer systems, or unauthorised alterations of the contents, program or systems accessible through the materials or services of the Website and/or the Contents or in the information systems, files and computers of the users thereof or unauthorised access to any materials and services of the Website and/or the Contents.
- Transmit advertising through any medium and, in particular, by sending electronic messages when the transmission of the advertising has not been requested or authorised by the recipient.
- Use the Website and/or the Contents, totally or partially, to promote, sell, contract, disseminate advertising or own or third-party information without the prior written authorisation of the **COMPANY**, or include hyperlinks in their private or commercial websites to the Website and/or the Contents, without express authorisation from the **COMPANY**.
- Use the services and materials offered through the Website and/or the Contents of in a manner contrary to the General Terms and Conditions and/or the Specific Terms and Conditions that regulate the use of a certain service and/or content and to the detriment or harm of the rights of other users.
- Eliminate or modify in any way the protection or identification devices of the **COMPANY** or their legitimate owners that the Website and/or the Contents may contain, or the symbols, logotypes or trademarks that the **COMPANY** or the legitimate third-party owners of the rights incorporate into their creations and that may be subject to intellectual or industrial property.
- Include, without the prior written authorisation of the **COMPANY**, on web pages that are the responsibility or property of the user or of unauthorised third parties "meta tags" corresponding to trademarks, logotypes, trade names or distinctive signs owned by the **COMPANY**. Or use trademarks, logotypes, trade names, or any other identifying sign that is subject to intellectual or industrial property rights without the prior express written authorisation of its legitimate owner.
- Totally or partially reproduce, copy, distribute, rent, transform or grant public access to, through any means of public communication, the materials and information of the Website and/or the Contents, or include them in another website without the prior written authorisation of the **COMPANY**.
- Include in a website that is their responsibility or owned by them a hyperlink that opens a window or session of the browser used by a user of their website which includes trademarks, trade names or distinctive signs owned by them and through which the Websites are displayed.

The User shall be liable vis-à-vis the **COMPANY**, or vis-à-vis third parties, for any damage of any type that they may cause themselves as a result of the breach or failure to observe, directly or indirectly, these General Terms and Conditions. At all times, the **COMPANY** shall ensure that the current legal system is respected and reserves the right to, at its discretion, deny, totally or partially, at any given time and without the need for advance notice, access to any user of the Website and/or the Contents, when one or various of the circumstances described in this clause arises.

5. USERNAME AND PASSWORD

The **COMPANY** reserves the right to request that users register to access certain services or information of the Website and/or the Contents for which it shall request that the user choose a password that enables their personal identification ("username" and "password").

The access keys assigned shall be personal and non-transferable and their assignment, even temporary, to third parties, is prohibited. In this regard, the user undertakes to make diligent use and not to reveal the password/passwords and username/usernames assigned, where applicable, to access the Website and/or the Contents. If the user becomes aware of or suspects that their password has been lost, stolen or used by third parties, they must inform the **COMPANY** as quickly as possible.

The user shall be liable for the expenses and the damage caused by access to and use of the Website and/or the Contents by any third party who uses the password/passwords and username/usernames of the user as a result of the user failing to use it in a diligent manner or losing it.

6. SPECIFIC CONDITIONS FOR PARTICIPATION IN CONTESTS AND RAFFLES

Registration Process:

If a user decides to register to participate in the contests, raffles, promotions and other special services that the **COMPANY** may offer on its Websites, they will be asked to fill out specific forms in each case and must at least fill out the required fields for the aims and purposes of the specific service. Once the form has been properly completed, the user will be sent an electronic confirmation to the e-mail address indicated by them.

The user shall be responsible for all the information provided while participating in these services (contests, raffles, special promotions, etc.) being true and up-to-date. The required data are specified on the form itself, and refusal to provide them will result in the user not being able to register as a participant.

Once registered and after filling out the initial form, the user may be required to fill out additional information, thereby guaranteeing that the **COMPANY** processes all the personal data provided in accordance with the requirements established in the Spanish Organic Law on Data Protection and supplementary legislation and it is so recorded in the Privacy and Data Protection Policy section.

The standards and rules for participating in the contests, raffles and other special promotions and specific services shall be established by the specific Rules for each one.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY

All the materials and information of the Websites and/or the Contents of the **COMPANY** are subject to the legislation in force on Intellectual and/or Industrial Property. The rights to the materials and other elements shown on the Website and/or the Contents (including, but not limited to, drawings, text, graphics, photographs, audio, video, software, distinctive signs, etc.) belong to the **COMPANY** or, where applicable, to third parties that have consented to their assignment the **COMPANY**. Likewise, **COMPANY** owns its logotypes, trade names, domains and trademarks.

The materials and information that the user may furnish to the Website and/or to the Contents of the **COMPANY** (photographs, audio, video, etc.) must respect the publicity and intellectual property rights (if any) thereof, and the user is the sole party responsible for any claim that may be brought against the **COMPANY** as a result of the use and dissemination of the aforementioned materials and information.

Access, browsing, use, hosting and/or downloading of materials and/or use of the services of the Website and/or the Contents by the user, under no circumstances shall be interpreted as a total or partial waiver, transfer, license or assignment of the aforementioned rights by the **COMPANY** or, where applicable, by the holder of the corresponding rights. The user is only entitled to strictly personal and private use, exclusively for the purpose of enjoying the services provided, and is strictly prohibited from using them for profit or for commercial purposes.

Consequently, the user is not allowed to eliminate, elude or manipulate the copyright warning and any other identifying data of the rights of the **COMPANY** or their respective owners included in the contents and/or services, as well as the technical protection devices or any other mechanisms of information and identification that may be contained therein.

In particular, use of any materials or

elements of the Website and/or the Contents to be totally or partially included in other websites unrelated to the Website without the prior written authorisation of the owners of the Website is strictly prohibited. References to names and commercial or registered trademarks, logotypes or other distinctive signs, whether owned by the **COMPANY** or third-party companies, implicitly prohibit their use without the consent of the **COMPANY** or their legitimate owners. Under no circumstances, unless expressly stated, does access to or use of the Website and/or the Contents confer on the user any right in relation to the trademarks, logotypes and/or distinctive signs included therein and protected by the law.

All the intellectual and industrial property rights are reserved and, in particular, the modification, attachment, copy, reuse, utilisation in any way, reproduction, transformation, dubbing, subtitling, assignment, sale, rental, lending, dissemination, second or subsequent publication, upload of files, sending by e-mail, transfer, use, processing or distribution, in any way, of all or a portion of the contents, elements and products, where applicable, included on the Website and/or the Contents for public or commercial purposes, is strictly prohibited without the express written authorisation of the **COMPANY** or, where applicable, of the corresponding holder of the rights.

If the wilful or negligent, action or omission, directly or indirectly, attributable to the user of the Website and/or the Contents which gives rise to the infringement of the intellectual and industrial property rights of the **COMPANY** or third parties, causes the **COMPANY** damages, losses, joint and several obligations, expenses of any nature, penalties, binding measures, fines and other amounts arising or deriving from any complaint, claim, action, lawsuit or procedure, whether civil, criminal or administrative, the **COMPANY** shall be entitled to make a claim against the aforementioned user through all the legal means available to it and claim any indemnities, moral damages or damages to its image, *damnum emergens* and lost profit, advertising costs or costs of any other nature that could arise for compensation, amounts of fines or convicting judgments, late-payment interest, financing costs for all amounts which may adversely affect the **COMPANY**, the legal costs and the amount of its defence (including court representatives and lawyers) and any process in which the **COMPANY** may be the defendant on the aforementioned grounds, for damages caused due to their action or omission, without prejudice to being able to exercise any other actions to which, under the law, correspond to

the **COMPANY**

The claims that may be brought by the user in relation to potential breaches of the intellectual or industrial property rights in relation to the Website and/or the Contents must be addressed to the **COMPANY'S** Legal Department at Calle Titán 15, 28045, Madrid.

8. INFORMATION AND ELEMENTS OF THE WEBSITE AND/OR THE CONTENTS

1. The COMPANY'S Corporate Information

The user knows and accepts that any data related to the **COMPANY** or the companies that comprise the aforementioned business group, the nature of which is economic, financial and are strategic (the "**Corporate Information**") is provided merely for informational purposes.

The Corporate Information was obtained from reliable sources, however, despite having taken reasonable measures to ensure that the aforementioned information is true, real and shows the business results of the **COMPANY**, the **COMPANY** does not represent or warrant that it is exact, complete or updated and should not be trusted absolutely.

The Corporate Information that may be found on the Website or, where applicable, in the Contents is not, in any way, an investment recommendation nor may it be considered as such, nor financial advisory services or advisory services of any other type, and nothing included in the aforementioned information may be taken as a basis for making investments or corporate-commercial decisions of any type.

Without prejudice to the foregoing, any user who decides to invest in shares of the **COMPANY** must take into consideration that the value of their investment may oscillate upwards or downwards and that they may not fully or partially recover the amount invested. The returns obtained in the past are not indicative of future returns. Exchange rates and their fluctuations may give rise to oscillations in the value of the investments.

2. Information provided or published by users and/or third parties

The Website and/or the Contents may include information or contents provided by sources other than the **COMPANY**, including information provided by users of the Website and/or the Contents themselves. The **COMPANY** does not guarantee, nor does it assume responsibility for the factualness, integrity or accuracy of such information and/or contents, including the cases set forth in the "Responsibility of the Users of the Website and/or Contents" section.

The user may not introduce, store or disseminate through the Website and/or the Contents, any content or material that infringes intellectual or industrial property rights nor, in general, any content with respect to which they are not entitled to, in accordance with the law, reproduce, distribute, adapt, copy, attach or make available to third parties. Information, elements or contents received by the user on the Website and/or through the Contents is understood as that received by any means, either comments, suggestions or ideas, including those that contain videos, texts, photographs, images, audio, software, etc. The aforementioned contents shall be considered assigned to the **COMPANY**, free of charge, for the maximum period permitted and for the entire world and may be used by the **COMPANY** within the limits established by the applicable legislation, and no obligation in relation to the confidentiality of the aforementioned contents information shall apply. Authorisation to use the user's own image for the commercial purposes of the **COMPANY** shall be included in this assignment, for no consideration, when the content, in any medium or format, contains the latter. Users are strictly prohibited from sending information that may not be processed in this manner or that contains elements or contents owned by third parties

Given the large amount of information that can be hosted on the Website and/or in the Contents, it is impossible for the **COMPANY** to verify the originality or absence of the infringement of third-party rights in relation to the contents furnished by the user and, therefore, the user is the sole party responsible for all intents and purposes of any potential offences that may be committed as a result of the provision of such information.

The **COMPANY** may modify the materials supplied by the user in order to adapt them to the format needs of the Website and/or the Contents.

The **COMPANY** shall not be liable for the layout options chosen by the user with respect to the contents it hosts, providing the user with a space so that they may add their contents and share them with other users, nor does it monitor whether the contents infringe the rights mentioned in the preceding paragraphs.

Without prejudice to the contents of these general terms and conditions, when the publication of the contents by the user is the result of their participation in a specific contest or promotion, or, where applicable, specific services of the Website and/or the Contents, the legal conditions established in each case in the rules regulating the contest or promotion and/or specific policies for the use of the web service, shall prevail, and these General Terms and Conditions shall supplement the former.

9. LINKS OR HYPERLINKS TO THE WEBSITE AND/OR THE CONTENTS

Users who want to add links or hyperlinks from their own web pages to the Website and/or Contents of the **COMPANY** must meet the conditions detailed below and lack of knowledge thereof does not release them from the liability arising from the law:

- The link or hyperlink shall only link to the homepage of the Websites, however, it may not reproduce it in any way (in line, links, deep links, browser or border environment, copy of texts, graphics etc.).
- In accordance with the legislation applicable and in force at any given time, the establishment of frames of any type around the Website and/or the Contents or that allow a portion or all of the Website and/or the Contents to be viewed through Internet addresses other than those of the Website and/or the Contents is strictly prohibited and, in any event, when they allow elements of the Website and/or the Contents to be viewed together with contents unrelated to the Website and/or the Contents such that:
 - (a) they induce or are likely to induce the user to err, become confused or to be deceived with regard to the true origin of the elements viewed or the services used; give rise to an act of comparison or unfair imitation;
 - (b) they take advantage of the reputation of the brand and the prestige of the **COMPANY**;
or,
 - (c) or are any other way prohibited by the legislation in force.
- The website which includes a link of any type shall not make any type of statement or indication that is false, inaccurate or incorrect regarding the **COMPANY**, its employees, customers or the quality of the services it provides.
- Under no circumstances shall the page where the link is located express or imply that the **COMPANY** has consented to the inclusion of the link or that it in any other way sponsors, collaborates or supervises the services of the sender.
- The use of any word mark, trade mark or mixture of the two or any other distinctive signs of the **COMPANY** within the senders page is prohibited except in cases permitted by the law or expressly authorised by the **COMPANY** and provided that it permits, in such cases, a direct link to the Website and/or the Contents in the manner established in this clause.
- The page that establishes the link or hyperlink must faithfully comply with the law and may not in any case make available or link to contents of its own or third parties that:
 - (a) are illegal, harmful or contrary to moral standards and good practices (including, but not limited to contents that are pornographic, violent, racist, etc.);
 - (b) induce or may induce the user to falsely believe that the **COMPANY** subscribes, supports, adheres to or in any other way supports the sender's lawful or unlawful ideas, statements or expressions;
 - (c) are inappropriate or not relevant to the activity of the **COMPANY** based on the location, contents and subject matter of the sender's website.
- Authorisation to insert a link or hyperlink does not entail, in any case, consent to reproduce the visual and functional aspects ("look and feel") of any Website and/or Content of the **COMPANY**.

In particular, authorisation to include hyperlinks to the Website and/or the Contents shall be conditional upon respect for human dignity and freedom. The website on which the hyperlink is established shall not contain unlawful information or content, or any that is contrary to moral standards, good practices and public order, or that is contrary to any third-party rights.

- Creation of the link does not entail, in any case, the existence of a relationship between the **COMPANY** and the owner of the web page on which it is established, nor acceptance and approval by the **COMPANY** of the contents or services offered there and made available to the public. The **COMPANY** may request, at any time, and without providing reasons for the aforementioned request, that any link or hyperlink to the Website and/or the Contents be eliminated and the party responsible for the website that publishes the link shall be obliged to immediately eliminate it.

10. USE OF COOKIES

The Website may use Cookies or other customary invisible systems when the user accesses or browses the Website. A cookie is a small amount of information that is sent to the user's browser from a Web server and that is stored on the hard drive of the user's computer for the sole purpose of recognising the user each time they visit the Website, since it provides information regarding the frequency of visits, the most selected contents, geographic location, as well as other data the purpose of which is to optimise and improve the browsing of the Website. The cookies do not store the user's personal information and comply with that set forth in the Privacy and Data Protection Policy.

The user can eliminate these cookies through their browser settings and may choose not to accept them without hindering their ability to continue browsing and accessing the contents offered on the Website.

11. GUARANTEES

The **COMPANY** states that it has adopted all the measures necessary, within the scope of its capabilities and the state of technology available to it, to guarantee the functioning of the Website and the Contents and prevent the existence and transfer of viruses and other harmful or malicious components to users.

If the user is aware of the existence of any content that is unlawful, illegal, contrary to the laws or that could entail a violation of intellectual and/or industrial property rights, it must immediately notify the **COMPANY** so that it may take the appropriate measures.

12. LIABILITY

The **COMPANY** is exempt from any type of liability for damages and harm of any type and nature in the following cases:

- Due to the user being unable to connect or having difficulties connecting to the Website and/or the Contents, service interruptions, delays, errors and malfunctions thereof regardless of the type of connection or technical means used by them.
- Due to the interruption, suspension or cancellation of access to the Website and/or the Contents, as well as the availability and continuity of operation of the Website and/or the Contents or of the services and/or elements thereof, when it is due an interruption in the service for the technical maintenance of the Website and/or the Contents or for reasons beyond the control of the **COMPANY** or due to the services of the information service providers.

- Due to negligent or fault-based actions of the user or that arise as a result of *force majeure* and any others that are beyond the control of the **COMPANY**.
- Due to hackers or specialised third parties attacking the security or integrity of the computer, provided that the **COMPANY** has adopted all the existing security measures according to its technical capabilities.
- Due to damages that could be caused by the information, contents, products and services provided, communicated, hosted, transferred, displayed or offered by third parties unrelated to the **COMPANY**, including information society service providers through a website which the user can access through a link on this site.
- Due to any damage to the software or hardware of the user arising from accessing the Website and/or the Contents of the **COMPANY** or use of the informational elements contained therein.
- Due to the suitability, reliability, availability, appropriateness or accuracy of the information or services contained on the Website and/or in the Contents, or due to direct or indirect damages in relation to the use of the information or elements contained therein.
- Due to the subsequent processing and use of the personal data carried out by third parties unrelated to the **COMPANY**, as well as the relevance of the information requested by them.

The user of the Website and/or the Contents shall be personally liable for the damages of any nature caused to the **COMPANY**, directly or indirectly, due to their failure to comply with any of the obligations arising from these General Terms and Conditions or, where applicable, the Specific Terms and Conditions. In any event, whatever the cause, the **COMPANY** shall not assume any liability, whether for direct or indirect damages, *damnum emergens*, or lost profit. The user shall be the sole party responsible for the infringements in which they may incur or the damages that may be caused due to use of the Website and/or the Contents of the **COMPANY**, and the latter is exempt from any liability. The user is the sole party responsible vis-à-vis any legal claim or action, judicial or extrajudicial, commenced by third parties against the **COMPANY** or against the user based on their use of the service, or due to the information that it may have sent to the **COMPANY** by any means. The user assumes any expenses, costs and indemnities that are incurred by the **COMPANY** due to such legal claims or actions. The **COMPANY** makes a series of banners and other types of links available to users that may grant the user access to third party websites. Users access other third-party web pages through the aforementioned connections or links under their exclusive responsibility and the **COMPANY** shall not be liable, under any circumstances, for the damages that may arise due to the aforementioned uses or activities. In relation to liability for contents, the **COMPANY** shall never be liable:

- For damages that could be caused by the information, contents, products and services provided, communicated, hosted, transferred, displayed or offered by third parties unrelated to the **COMPANY**, including information society service providers through a website which the user can access through a link on this site.
- For any damage to the software or hardware of the user arising from accessing the Website and/or Contents of the **COMPANY** or use of the information or applications contained therein.
- For the suitability, reliability, availability, appropriateness or accuracy of the information or services of the Website and/or the Contents, or due to direct or indirect damages in relation to the use of the information or applications contained therein.

The **COMPANY** displays its contents within the territory of Spain. Due to the inherently non-geographic nature of Internet access, the **COMPANY** does not guarantee that the Website and/or the Contents is appropriate or available outside of Spanish territory. If any or all the contents or elements hosted on the Website and/or the Contents of the **COMPANY** are considered legal in other countries, access and use thereof by users is prohibited and, where applicable, if this occurs, it shall be exclusively under the responsibility of the users who are obliged to comply with and observe the laws applicable in these countries.

13. GENERAL

The access, contents and services offered through the Website and/or the Contents have, in principle, an indefinite term, unless stated otherwise in the General Terms and Conditions, the Specific Terms and Conditions or in the legislation applicable at any given time. However, the **COMPANY** reserves the right to — without prior warning and at any time — suspend, deny or restrict, temporarily or definitively, access to its Websites and/or to its Contents to make the changes it considers appropriate to the Website and/or the Contents, services or information offered, to the presentation or location thereof, as well as to the General Terms and Conditions. All the foregoing without giving rise to compensation for any user. Any clause or provision of these General Terms and Conditions that is or becomes illegal, invalid or unenforceable shall be excluded and shall be considered inapplicable to the extent that it is illegal, invalid or unenforceable and shall be replaced by another that is as similar as possible to the preceding clause or provision but that does not affect or harm the remaining provisions, which shall remain separate from any clause or provision that is illegal, invalid or unenforceable and shall, to the contrary, remain fully in force. The **COMPANY** excludes any type of guarantee and, therefore, is free from any liability arising from the points expressed previously, as well as any other matters that may not be contained in this document. All the information received on this Website and/or through the Contents shall be considered assigned to the **COMPANY** free of charge. E-mail shall not be considered a valid method of communicating content-related claims. To do so, those who wish to file a claim should write to the **COMPANY'S** Legal Department at Calle Titán 15, 28045, Madrid, which shall, in all cases, indicate the steps to take. These General Terms and Conditions shall be governed by Spanish law. The parties, at their discretion, submit to the courts and tribunals of the user's domicile for the resolution of any conflict and waiving any other jurisdiction. Likewise, as an entity that belongs to CONFIANZA ONLINE and under the terms of its Code of Ethics, in the event of conflicts related to online contracting and advertising, data protection, protection of minors and accessibility, the user may avail itself of the extrajudicial conflict resolution system of CONFIANZA ONLINE (www.confianzaonline.com) established by the Advertising Board and in the Spanish National Consumers' Arbitration Board.