## CONDITIONS OF USE OF WEBSITE

## LEGAL NOTICE

In accordance with article 10 of Law 34/2002 of 11 July, on Services of the Information Society and Electronic Commerce, we hereby inform that this website, with the domain <a href="http://www.aliceproduction.com">http://www.aliceproduction.com</a> (hereinafter the "WEBSITESITE"), is owned by MEDIAPOLIS BY ANDROMEDA, S.L.U. (Hereinafter LAVINIA), a Spanish company established at Calle Pujades 81–83, Barcelona, Spain (08005) and with Taxi ID Number (NIF) B-65725376, and duly inscribed in the Companies Register of Barcelona in Volume 43013, Folio 69, Page B-417850. You may contact LAVINIA via email at the following address <a href="mailto:communicacion@lavinia.tc">comunicacion@lavinia.tc</a> or via telephone at <a href="mailto:932.72.34.10">932.72.34.10</a>.

This document governs the terms and conditions of use of the WEBSITE and is available in the following languages: Spanish, English.

**1. General information: 1.1.** Initial access to the WEBSITE is totally free and its use is subject to full and complete acceptance of the conditions of use by the User. The User must comply with all of the WEBSITE's terms and conditions of use and must commit to using it in good faith. Any User violating current legislation and/or the conditions of use, shall be held liable for any damages caused to LAVINIA and/or third parties as a result. If you do not agree with the conditions of use you must cease using the WEBSITE immediately.

**1.2.** LAVINIA, within the framework of its activities, provides Users content so it can disseminate information about the various companies in the Lavinia Group, about its activities, and about the services they provide, as well as the means for contacting LAVINIA and sending in CVs. Users must use said content rationally and in good faith. Notwithstanding the aforementioned, for some of the purposes for which this WEBSITE is used, Users will be required to provide certain personal information through data collection forms made available on the WEBSITE. Where necessary, the corresponding registration procedure and the Privacy Policy governing them will be laid out in detail.

**2. Users:** Anyone who accesses and/or uses the WEBSITE shall be considered a User, (hereinafter the "User" or the "Users"), and shall expressly accept these General Conditions of Use.

**3.** Using the WEBSITE: The User assumes full responsibility for the use of the WEBSITE. This responsibility extends to any data provided in the course of contacting LAVINIA or sending a CV to LAVINIA, with the User solely responsible for providing true and lawful information. The User agrees to use the content and services LAVINIA makes available, or may make available in the future, responsibly, rationally and in good faith, and shall refrain from (i) engaging in any activities that are illicit, illegal, or contrary to good faith and public order; (ii) disseminating content or propaganda that is racist or xenophobic, that is illegal-pornography, that condones terrorism or attacks on human rights; (iii) causing damage to physical and virtual systems belonging to LAVINIA, its suppliers, or any third parties, introducing or spreading any computer viruses on the network or on any other physical or virtual systems susceptible to the aforementioned damages. Users are strictly forbidden from extracting or re-hosting content from the WEBSITE, or any content LAVINIA makes available, without the express written permission of LAVINIA. Accordingly, Users shall refrain from using the services and content on the WEBSITE in any way other than that stated in the conditions of use.

4. Links on the WEBSITE 4.1. In the event the WEBSITE includes links or hyperlinks to internet sites other than those belonging to the different companies of Grupo Lavinia, LAVINIA shall not exercise any control over said sites and/or content. LAVINIA shall not assume any responsibility for the contents of any link belonging to any other websites, nor shall it guarantee the technical availability, quality, accuracy, precision, comprehensiveness, validity and/or constitutionality of any material or information contained in any such links or other internet sites. Additionally, the inclusion of these external links shall not imply any association, agreement or partnership with any of the entities linked to them. All Users and third parties are prohibited from linking to the WEBSITE from other websites without the prior written consent of LAVINIA. Linking to content on the WEBSITE is also prohibited when it could mislead or confuse consumers. It is also prohibited to link to the WEBSITE any inaccurate, false and/or defamatory statements that undermine the reputation of and/or harm the image of LAVINIA, the WEBSITE and its employees, partners and/or partners, as well as anything considered unlawful or prohibited by current legislation, including but not limited to content that is discriminatory, derogatory, and/or inappropriate, with violators bearing full responsibility for any and all damages caused to LAVINIA and/or third parties.

**4.2.** If LAVINIA were to become aware of any link that could be considered discriminatory, derogatory or inappropriate, or which violates the intellectual and industrial property and image rights of LAVINIA and/or any third parties, LAVINIA shall proceed to disable it as soon as possible and with due diligence. Any User responsible for such links shall bear full liability for any damages caused to LAVINIA and/or third parties. Any User who is aware of any links that may constitute infringement of the conditions of use or current legislation must notify LAVINIA, stating their name and surname, the facts constituting the infringement, and declare that the notice is true and accurate. Notifying LAVINIA of possible infringement does not oblige LAVINIA to remove the link. Any notice not made according to the above description shall release LAVINIA from being required to investigate anything beyond that which it may decide to carry out voluntarily.

5. intellectual and industrial property and images: 5.1. LAVINIA owns all intellectual and industrial property and images on the WEBSITE and all elements contained therein (including, but not limited to, the appearance, or 'look and feel' of the WEBSITE, the images, sound, audio, video, software, and text, as well as trademarks and logos, colour combinations, structure and design, selection of materials, the computer programs required for operating, accessing and using it, etc.). Under the provisions of the Copyright Act, the reproduction (except for private use), distribution, transformation, and public communication, including any means of making all or part of the content of the WEBSITE available, for commercial or any other purposes, in any form or by any technical means, are expressly prohibited without the prior written permission of LAVINIA. The User agrees to respect the Intellectual and Industrial Property rights owned by LAVINIA. The User must not suppress, alter, evade or manipulate devices used for the protection of, or any security system installed on, LAVINIA's pages.

**5.2.** Use of the WEBSITE by Users does not, under any circumstances, imply the transfer of any proprietary usage rights covered under current legislation regarding intellectual and industrial property and images.

**5.3.** In accordance with the aforementioned, LAVINIA does not grant or transfer to the User any license of use and/or industrial property rights regarding distinctive logos, brands, trademarks and/or trade names which are on the WEBSITE and which are owned by LAVINIA and/or third parties.

**<u>6. Liability exclusions</u>: 6.1.** LAVINIA agrees to use due diligence and make its best effort to maintain a secure WEBSITE. Notwithstanding the aforementioned, it cannot guarantee that the WEBSITE is free of viruses, malware or malicious software that may affect the hardware and software of Users, thereby requiring said Users to have security measures in place on their devices to protect against these dangers. Under no circumstances shall LAVINIA

be responsible for any damage caused to any User equipment (hardware) and/or program (software) caused by malware, malicious software, and/or viruses.

**6.2.** LAVINIA makes certain content available to Users through the WEBSITE. LAVINIA ensures that such content is of the highest possible quality and is reasonably updated, but does not guarantee the usefulness, suitability, accuracy, completeness, relevance and/or timeliness of the Content. The User may contact LAVINIA to verify the accuracy and timeliness of the content by sending an email to <u>comunicacion@lavinia.tc</u>.

**6.3.** LAVINIA shall be freed from any and all liability for damages caused to Users and/or third parties arising from any misleading or false information provided by Users through forms made available by LAVINIA on the WEBSITE for the purpose of providing the services offered therein.

**6.4.** LAVINIA cannot guarantee, and shall not be held responsible for, the absence or interruption of service, disconnections, and/or network failures, since LAVINIA is not responsible for the telecommunications networks that allow it to provide Users with the content and services hosted on the WEBSITE. Under no circumstances shall LAVINIA guarantee the future availability or maintenance of content and/or services offered on the WEBSITE. LAVINIA may decide at any time to temporarily or permanently suspend, cancel, or interrupt services, without being held liable for compensating Users in any way.

**6.5.** Any third-party content hosted on the WEBSITE, such as opinions or comments, shall not, under any circumstances, constitute any agreement or any link between LAVINIA and said content or the author of said content.

**<u>7. Customer service</u>**: **7.1.** For any inquiries, questions, suggestions and/or claims, WEBSITE Users may contact LAVINIA through:

i. E-mail: <a href="mailto:comunicacion@lavinia.tc">comunicacion@lavinia.tc</a>

ii.- Telephone: <u>932 72 34 10</u>

iii.- Physical address: Calle Pujades, 81-83 Barcelona, Spain, 08005

**7.2.** LAVINIA is committed to settling all claims within 30 days of them having been sent and to giving an identification key and written proof of the claim to the User.

**<u>8. Protection of Personal Information of LAVINIA Users</u>: <b>8.1.** Users may submit their resume through the section entitled: 'Work with us' and/or 'Jobs'.

**8.2.** Users submitting their CV through the WEBSITE are voluntarily providing their true and accurate personal information, which does not correspond to any third parties other than the User. Said information shall be processed automatically and included in a file duly registered before the competent authorities and shall be used for managing LAVINIA job applications.

**8.3.** Those providing their personal information may exercise their rights of access, modification, erasure and objection in accordance with current legislation on data protection. Those providing their personal information may revoke the processing of their information at any time, but not retroactively, according to Articles 6 and 11 of Law 15/1999 of 13 December on the Protection of Personal Data.

**8.4.** According to the above, Users may exercise their rights of access, modification, erasure and objection via email to <u>comunicacion@lavinia.tc</u> or by writing to the following address: Calle Pujades, 81-83 Barcelona, Spain, 08005. LAVINIA guarantees that it has taken the necessary security measures to keep data secure and confidential in accordance with current legislation on the protection of personal data.

8.5. LAVINIA may also collect information on Users navigating the WEBSITE through the use of cookies.

<u>9. Modification of the conditions of use:</u> 9.1. LAVINIA reserves the right to unilaterally modify these conditions of use at any time, and without notice, in the terms and conditions it deems appropriate. LAVINIA shall inform Users of any changes made through the WEBSITE.

**9.2.** In the event that some or any of the provisions of these conditions of use are declared or become wholly or partially invalid, the remaining conditions shall not be affected and shall remain in effect for all intents and purposes.

In this instance, LAVINIA promises to substitute the affected clause in the shortest time possible with a new clause that respects as closely as possible the original intention pursued.

**10. Applicable Law and Jurisdiction:** Any discrepancies regarding the interpretation of or compliance with these conditions shall be brought before the Courts of the city of Barcelona, with the parties releasing the right to proceed in any other available jurisdiction. The present agreement shall be governed by and interpreted in accordance with the laws of Spain.