

## LEGAL DISCLAIMER FOR WEBSITE

In order to comply with the provisions of Act 34/2002, of 11 July, on information society and e-commerce services, below is the general data of this Website:

- Holder: Ona Group, S.C.P.
- Address: C/ Monterrey, nº93<sup>a</sup>-5<sup>o</sup>-pta.10, 46950, Xirivella (Valencia).
- Contact number: 685233164
- CIF (tax identification number): J98960669
- Travel Agency Licence Number: CV-Mm1968-V

This website and all pages in this domain, (hereinafter, "the Website") belong to Ona Group, S.C.P., and users and customers (hereinafter, "User" o "Users") can use them to access the information about our tourism and travel services.

Access to this website is subject to each one of Ona Group, S.C.P.'s issued General Conditions (henceforth, "General Conditions") in force at the precise moment of accessing this website. Therefore, Users must carefully read the following General Conditions before using this Website (as well as the specific conditions which may complement, modify or substitute these general conditions in relation to specific services or contents in the Website) because they could have been changed since the last time the User accessed the site.

The User declares to be over 18 years of age and to have the legal capacity to acquire the services offered at this Website.

Access to this Website is not allowed to all Users who reside in jurisdictions where its content is not authorised.

### 1. **Purchase of Services Through the Website**

This Website is aimed at the final consumer, and can only be used to collect information in order to make a purchase in said Website. The use of other purposes without express consent in writing from the Website owner is strictly forbidden.

Including, but not limited to, it is forbidden to:

- a) Use the Website and its services and content to violate current legislation, good faith, generally accepted uses or public order.
- b) Use the website for detrimental purposes against Ona Group, S.C.P. or any third party, cause harm or impede the normal functioning of the Website.
- c) Introducing into the network files containing data that may cause damages to the computer systems of Ona Group, S.C.P., to the company which provides tourism and travel services (hereinafter, the "Service Provider"), suppliers or third party users of the internal web or the Website.

- d) Include information of the Website in price comparison tools.
- e) Access the Website using a robot, spider or any automatic search tool or programme.
- f) Carry out massive searches in proportion to the purchases done in the Website.
- g) Carry out speculative, fake or fraudulent requests.

Notwithstanding the foregoing, Ona Group, S.C.P. reserves the right to deny access to the Website at any time, without previous notice and without compensation, to those Users who fail to fulfil these General Conditions or the specific conditions applicable. Had Ona Group, S.C.P. reasonable cause to believe that an operation against these General Conditions had taken place, Ona Group, S.C.P. will be authorized to cancel it, and the relevant authorities may be informed

Users must be aware that the purchase of the above mentioned services is regulated by specific contractual conditions in accordance with the applicable laws in each case, which will be agreed between the Users, the Service Provider and the Ona Group, S.C.P. The following conditions will always be applied:

## **2. Browser and Operating System**

The Website's screens are optimized to be used with Internet Explorer 6 and Firefox 2 (and later versions), Safari, Chrome and Opera with Windows, Mac and Linux operating systems. Ona Group, S.C.P. is not responsible for the results obtained using a different browser, version or operating system.

The information contained on the Website is provided for the Users' own convenience. Ona Group, S.C.P. does its best to avoid mistakes of its content on the Website. Nevertheless, Ona Group, S.C.P. is not responsible for the information the User may obtain through links to external sources, independent from Ona Group, S.C.P.

The security measures taken by Ona Group, S.C.P. are adequate. However, the User must be aware that security measures of the computer systems across the Internet are not completely reliable and service depends on internal and external elements.

Additionally, Ona Group, S.C.P. does its best to maintain the Website updated and in working correctly. However, Ona Group, S.C.P. is not responsible for and does not guarantee that the access to the Website will be infallible, constant and free of flaws. Likewise, Ona Group, S.C.P. cannot guarantee that the content or software the User can access through the Website will be free of harmful elements, virus, interferences, breakdowns, omissions, disconnections or other elements which can be damaging to the User or can produce alterations on the hardware and software computer systems of the User, or on her/his electronic files and documents.

Likewise, Ona Group, S.C.P. will neither be responsible for any kind of damages arising from the usage of the Website, including, but not limited to, damages to the computer systems or caused

by the inadequate use of the Website; interruptions or telecommunications flaws during financial operations; those caused by third parties through illegal interferences which Ona Group, S.C.P. cannot control.

### **3. Intellectual Property**

All the content of this Platform (including, but not limited to, trademarks, texts, graphics, logos, button icons, images, audio files and software) is owned by Ona Group, S.C.P., Any other use of the content on this Platform is strictly prohibited, including its total or partial reproduction, modification, distribution, transmission, subsequent publication, exhibition and/or representation. In particular, any type of use of the images contained on this Website outside of this Platform is strictly prohibited without the express consent of Ona Group, S.C.P.

The names of all products, services, graphics and logos of Ona Group, S.C.P. are registered trademarks. Any improper use of the aforesaid by any person other than its legitimate owner may be pursued in accordance with the current, valid legislation.

Third party intellectual property rights and registered trademarks are thus highlighted and must be respected by all those who enter the website. Ona Group, S.C.P. acknowledges, in favour of the holders of the corresponding industrial and intellectual property rights, not involving any mention or inclusion thereof in its website the existence of any rights or responsibilities on their part with respect to the aforementioned references and services, nor endorsement, sponsorship or recommendation.

For the purpose of preserving the possible intellectual property, if you believe your rights have been infringed and/or are aware of any infringing material on the Site, please contact Ona Group, S.C.P., indicating:

- Your personal data.
- Personal details of the holder of the allegedly infringed rights concerned. If the complaint is made by a third party other than the party concerned, they must indicate on whose behalf they are acting.
- Indication of the content protected by the intellectual property rights and its location on the website.
- Proof of the abovementioned intellectual property rights.
- Specific declaration in which the party concerned is held responsible for the truthfulness of the information provided in the notification.

### **4. Links to Other Websites**

The Website may contain links to other websites that are not managed by the Website owner, which are included only for reference purposes. Ona Group, S.C.P. does not exercise any control

over these websites and is not responsible for their content. Therefore, we do not assume any responsibility (directly or indirectly) for liquidated damages arising from the access, maintenance, use, quality, lawfulness, reliability and usefulness of the existing contents, information, communications, opinions, products and services offered in those websites not managed by Ona Group, S.C.P. which are accessible through our Website.

Users accept that Ona Group, S.C.P. reserves the right to unilaterally and without prior notice the links which may appear on its Website.

## **5. Third Party Content**

Ona Group, S.C.P. assumes no responsibility for any content or dealings the Users provide in its Website, nor between users. The content added to the website by users is the sole responsibility of the person from whom such content originated.

You agree to not use the Website belonging to Ona Group, S.C.P. to upload, post, email, transmit or otherwise make available any content that: (i) is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) glorifies terrorism; (iii) violates human rights, (iv) you do not have a right to make available under any law; (v) is considered as unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (vi) offers to sell any goods or services.

As a general rule, Ona Group, S.C.P. does not revise, filter or approve the contents provided by the Users. However, Ona Group, S.C.P. shall have the right to remove any content that violates these General Conditions, as well as to withdraw access to this Website, at any time with or without notice, thus relinquishing any further claims or compensation.

If the User believes that the contents from other Users do not comply with the General Conditions, they can contact Ona Group, S.C.P. by email. Upon the reception of any such claims, Ona Group, S.C.P. will do its best to remove said contents from the Website if they do violate the General Conditions.

Upon legal request or court order, Ona Group, S.C.P. will cooperate in the identification of those Users who have infringed the law.

The User authorises the images and content uploaded to the Website to be used freely by Ona Group, S.C.P., in whole or in part. The only exception is the use or application of content which may defame somebody's honour, morals and/or public order, in the terms provided in the

current legislation of each country. Ona Group, S.C.P. is exempt from any responsibility regarding comments and opinions expressed by third parties.

## **6. Partial Nullity**

Due to the decentralisation of the legislative function and of the control of the legal framework which affects the activities carried out by travel agencies, it is possible that the General Conditions are subject to different jurisdictions or regulations. Therefore, if any of the provisions of these General Conditions should be declared null or unenforceable, the validity of the other provisions and of the entire General Conditions shall not be affected or reduced.

The ineffective or unlawful clause will be replaced by an appropriate clause which, to the extent legally admissible, comes closest to what the contractual parties intended or, following design and wording of this contract, would have intended if they had been aware of the ineffective or missing clause.

## **7. Enforceability**

Should Ona Group, S.C.P. not avail itself of any one of these General Conditions at a given time, this may not be interpreted as constituting renunciation of availing itself of any of the aforementioned conditions whatsoever at a later date.

Any waiver by Ona Group, S.C.P. to any of the rights or powers included in the General Conditions shall be made in writing. The failure of Ona Group, S.C.P. to enforce or exercise any of its rights shall in no event constitute a waiver of them, nor will it deprive Ona Group, S.C.P. of the right to claim its compliance at a later date.

## **8. Law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of Spain. In the event of any litigation arising from the existence, content and/or interpretation of these Terms and Conditions will be subject to the jurisdiction of the Courts of the city of Valencia, provided that a specific Court is not established by law.

Ona Group, S.C.P. offers the website in different languages. However, before any conflict or contradictory interpretation in the General Terms and Conditions of the different versions, the Spanish version shall prevail over the rest.

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