

# Disclaimer

## 1. LEGAL INFORMATION AND ACCEPTANCE

In compliance with Article 10 of Law 34/2002 of 11<sup>th</sup> July, on Information Society and Electronic Commerce Services, we disclose the following data pertaining to our company. This website is made available to users by the company, the identification data of which is

### **COMPANY:**

Corporate name: Plásticos Españoles SA. (ASPLA)

Tax No.: A-39004700

Head office: Torrelavega, Cantabria, Avda. Pablo Garnica N<sup>o</sup> 20

Telephone: 942 84 61 00

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Registry information: Registro Mercantil de Santander, Tomo 429, Folio 34, Hoja 1189

This disclaimer contains the general conditions governing access and use of this website, hereinafter referred to as "the website". The use of the website implies express and full acceptance of these general conditions, in the version published at the time when the user accesses it, notwithstanding any particular conditions that may apply to any of the specific services of the website.

Access to the website is free of charge, except for the cost of the connection through the telecommunications network supplied by the access provider and contracted by the users. Certain services are exclusive for our clients and their access is restricted. The use of our website confers the condition as user and implies the acceptance of all of the conditions included in this Disclaimer. The provision of the website service has a duration limited to the time the user is connected to it or to any of the services that are provided through it.

Therefore, users must carefully read this Disclaimer every time that they intend to use this website, because it and its conditions of use as contained in this Disclaimer may undergo modifications.

Some services accessible to Internet users or exclusively for clients of Plásticos Españoles SA. (ASPLA) may be subject to specific conditions, regulations and instructions that, where appropriate, replace, complete and/or modify this Disclaimer and that must be accepted by the user before the corresponding service begins.

## 2. INDUSTRIAL AND INTELLECTUAL COPYRIGHT

This website and its content are protected by current intellectual property legislation.

Plásticos Españoles SA. (ASPLA) is the owner or licensee of all intellectual and industrial property copyrights on its website, as well as of the elements contained therein. Therefore, the reproduction, distribution, public communication and transformation of all or part of the contents of this website, for commercial purposes, in any medium and by any technical means, without authorisation, is expressly forbidden.

The trademarks, trade names or distinctive signs are owned by Plásticos Españoles SA. (ASPLA) either by industrial or intellectual copyright, and it may not be construed that access to the website

attributes any right over the aforementioned trademarks, trade names and/or distinctive signs. All of the products and services on these pages that are NOT owned by Plásticos Españoles SA. (ASPLA) are registered trademarks of their respective owners and are recognized as such by our company. These appear on Plásticos Españoles SA. (ASPLA) website exclusively to purposes of promotion and information gathering. These owners may request that information belonging to them be modified or removed.

### **3. CONDITIONS OF USE OF OUR WEBSITE**

#### **3.1 General**

The user undertakes to correctly use our website in accordance with the Law and this Disclaimer. The user will respond to Plásticos Españoles SA. (ASPLA), or to third parties, for any harm and damage that may be caused as a result of the breach of said obligation.

The use of our website for purposes to harm the property or interests of Plásticos Españoles SA. (ASPLA) or of third parties, or that in any other way overload, damage or disable the networks, servers and other computer equipment (hardware) or computer products and applications (software) of Plásticos Españoles SA. (ASPLA) or third parties, is expressly forbidden.

#### **3.2 Content**

The user undertakes to use the Contents in accordance with the Law and this Disclaimer, as well as with the other conditions, regulations and instructions that may be applicable in accordance with the provisions of clause 1.

With a merely illustrative nature, in accordance with current legislation, the user must refrain from:

- Reproducing, copying, distributing, making available, publicly communicating, transforming or modifying the content, except in those cases authorised by law or expressly agreed to by Plásticos Españoles SA. (ASPLA), or by whoever holds the ownership of the exploitation rights, where applicable.

- Reproducing or copying for private use the content that may be considered as Software or Database in accordance with current legislation on intellectual property, as well as its public communication or making it available to third parties when these acts necessarily entail reproduction by the user or a third party.

- Extracting and/or reusing all or a substantial part of the content of the website, as well as of the databases that Plásticos Españoles SA. (ASPLA) makes available to users.

#### **3.3 Inserting links to our website**

Internet users who wish to insert links to our website from their own websites must meet the conditions detailed below, and the unawareness of these conditions will not avoid the responsibilities established by Law:

- The link will only link to the home page or main page of the website, but it may not reproduce it in any way (online links, copied text, graphics, etc.).

- In any case, and in accordance with the applicable legislation current at any time, it will be forbidden to establish frames of any kind that involve our website or that allow the content to be viewed through Internet addresses other than those of our website and, in any case, when they are viewed together with content outside of our website in such a way that: (I) it leads to, or may lead to, error, confusion or deception for users on the true origin of the service or content; (II) entails an act of unfair comparison or imitation; (III) serves to take advantage of the reputation of Plásticos Españoles SA. (ASPLA) brand and prestige or (IV) in any other way is forbidden by current legislation.

- The page that inserts the link will not contain any false, inaccurate or incorrect statements about Plásticos Españoles SA. (ASPLA), its employees, clients or the quality of the services it provides.

- In no case will the page where the link is located state that Plásticos Españoles SA. (ASPLA) has given its consent for the insertion of the link, or that it otherwise sponsors, collaborates, verifies or supervises the services of the referring site.

- The use of any name, graphic or combined brand or any other distinctive sign of Plásticos Españoles SA. (ASPLA) within the referring site's page is forbidden, except in those cases allowed by law or expressly authorized by Plásticos Españoles SA. (ASPLA), provided that a direct link to our page is allowed in the manner established in this clause.

- The page that establishes the link must faithfully comply with the law and in no case may it make use of or link to its own or third-party content that: (I) is illegal, harmful, immoral or inappropriate (pornography, violence, racism, etc.); (II) leads to or may lead to the user having a false concept that Plásticos Españoles SA. (ASPLA) subscribes to, backs, joins or in any way supports the ideas, statements or expressions, whether legal or illegal, of the referring site; (III) is inappropriate or is not pertinent to the activity of Plásticos Españoles SA. (ASPLA) pursuant to the location, content and subject matter of the referring site's website.

#### **4. EXCLUSION OF LIABILITY**

##### **4.1 On the information**

Plásticos Españoles SA. (ASPLA) takes no responsibility for the decisions taken based on the information provided by the website, nor for the harm and damage caused to the user or third parties due to the actions that are solely based on the information obtained from the website.

##### **4.2 On the quality of the service**

Access to our website does not entail the obligation by Plásticos Españoles SA. (ASPLA) to control that there are no virus, worms or any other harmful computer elements. In any case, it is the user's responsibility to have suitable tools to detect and debug harmful computer programs, codes, files or folders.

Plásticos Españoles SA. (ASPLA) takes no responsibility for the harm caused to the user's or third-party's computer equipment during the provision of the service.

##### **4.3 On the availability of the service**

Access to our website requires services and provisions by third parties, including transport through telecommunications networks whose reliability, quality, continuity and operation are not the responsibility of Plásticos Españoles SA. (ASPLA). Therefore, the services offered through our website may be suspended, cancelled or be inaccessible, prior to or at the same time when the service is being provided.

Plásticos Españoles SA. (ASPLA) takes no responsibility for any harm or damage caused to the user due to failures or drops in the telecommunications networks that lead to the suspension, cancellation or interruption of the website service during the service or prior to it.

#### **4.4 On the content and services linked through the website**

The access service to our website includes technical linking devices, directories and even search instruments that allow users to open other internet pages and websites. In these cases, Plásticos Españoles SA. (ASPLA) acts as an intermediary service provider in accordance with article 17 of Spanish Law 34/2002, of 12<sup>th</sup> July, on Information Society Services and Electronic Commerce (LSSI) and will only be responsible for the content and services provided by the links insofar as it has effective knowledge of the illegality and has not deactivated the link with the due diligence. If the user considers that there is a link that leads to illegal or inappropriate content, it may inform Plásticos Españoles SA. (ASPLA) in accordance with clause 6, and in no case will this notification entail the obligation to remove the corresponding link.

In no case will the existence of linked websites represent the existence of agreements with their owners or persons responsible for them, nor is it a recommendation, promotion or identification by Plásticos Españoles SA. (ASPLA) with the statements, content or services provided.

Plásticos Españoles SA. (ASPLA) is not aware of the content and services of the links, and therefore it takes no responsibility for any harm caused by the illegality, quality, downgrading, unavailability, error or uselessness of the content and/or services of these linked sites, or for any other harm that is not directly attributable to Plásticos Españoles SA. (ASPLA).

#### **5. DATA PROTECTION**

You may check our Data Protection policy to see how we use your personal data.

#### **6. NOTIFICATION OF ILLEGAL AND INAPPROPRIATE ACTIVITY**

If the user learns that the links on this website lead to pages whose content or services are illegal, harmful, degrading, violent or inappropriate, they may contact Plásticos Españoles SA. (ASPLA), stating the following:

1. Personal information of the informant: name, address, phone number and email address.
2. Description of the events that show the illegal or inappropriate nature of the linked site.
3. In the event of rights being infringed, such as intellectual or industrial copyright, the personal data of the owner of the infringed right, when this person is not the informant.

4. They must also provide proof of the authenticity of the owner of the rights and, where applicable, the representation powers to act on behalf of the owner when this person is not the informant.

5. Express declaration that the information contained in the claim is accurate. The receipt of this notification by Plásticos Españoles SA. (ASPLA) will not entail, in accordance with the LSSI, effective knowledge of the activities and/or content specified by the informant.

## **7. NOTIFICATIONS**

All notifications and communications made by the parties shall be valid, in accordance with the means allowed by Law. Communications made on this site shall be valid if they are notified through the website.

## **8. MODIFICATIONS**

Plásticos Españoles SA. (ASPLA) reserves the right to make changes to its website, without prior notice, and it may change, eliminate or add to both the content and services that are provided through it, as well as the manner in which these appear on the website.

On the other hand, these terms and conditions may be modified at any time. These modifications will come into force at the time when they are published.

## **9. SOCIAL MEDIA**

Plásticos Españoles SA. (ASPLA) has accounts on various social media and platforms, therefore, when any of these or other media are accessed, it must be taken into account that the applicable terms of use are those that are established by each platform, terms in which Plásticos Españoles SA. (ASPLA) does not intervene.

## **10. LEGISLATION**

This Disclaimer is governed by Spanish law. When applicable law allows waiving the legally established jurisdiction, the jurisdiction to resolve possible disputes is that of the courts of (company town), and the user expressly waives any other jurisdiction they may be subject to.