

## **TERMS OF USE**

We inform you that the [www.arenamedia.com](http://www.arenamedia.com) website (the "Website") is operated by ARENA MEDIA COMMUNICATIONS, S.A.U. (Hereinafter, "ARENA", "we", "us" or "our"), with Tax ID Code ("CIF") CIF A-80537327 and registered office at Madrid, C / Marqués de Riscal, 11, Floor 1. You may obtain further information on ARENA in the section "Who we are" and "What we do" of the Website or by sending an e-mail to the following e-mail address [privacy@havasmedia.com](mailto:privacy@havasmedia.com) "You" and "Your" means you as the user of our Website.

We have set out the terms under which we are providing You with access to our Website. These include the terms and conditions that govern:

- Your use of the Website (including Your rights to link to the Website) as set out in these (the "Terms of Use");
- our use of cookies on the Website (see our separate "Cookies Policy"); and
- how we will use and protect information about You (see our separate "Privacy Policy").

Collectively these documents are termed as the "Terms and Conditions".

### **Use of this Website**

The access to and use of the Website implies Your full acceptance and undertaking to abide entirely by You the Terms and Conditions.

You should read all the Terms and Conditions prior to using the Website. You should also save and/or print out a copy of these Terms and Conditions for future reference. However, please note that we may change our Terms and Conditions from time to time, therefore we recommend You to read the Terms and Conditions each time You access the Website. The revised Terms and Conditions will be available via the Website. You will be deemed to have accepted any changes to the Terms and Conditions after You have been notified of the changes on our Website home page and You continue to access or use the Website.

You are not permitted to use, or cause others to use, any automated system or software to extract content or data from our Website for commercial purposes.

If You do not agree to these Terms and Conditions, You should not use the Website.

### **Accessing Our Website**

Access to our Website is permitted on a temporary basis. We update our Website regularly and so may change the content at any time without notice to You. We reserve the right to withdraw, vary or suspend the service at any time without notice.

You are responsible for making all arrangements necessary to access this Website. You are also responsible for ensuring that all persons accessing our Website through Your internet connection are aware of these Terms and Conditions.

Please note that use of our Website is subject to Your computer and/or portable device complying with our minimum standard technical specification and compatibility notice. You are advised to check this specification to ensure that Your computer and/or portable device is compatible with our products and services and we shall not be liable for any failure arising in the Website which arises from incompatibility (including, without limitation, minimum storage and memory requirements from time to time).

You agree not to use the Website for fraudulent purposes, and not to perform any conduct that may damage the image, interests and rights of ARENA or third parties. You also agree not to take any action in order to damage, disable or overburden the Website, or hinder, in any way, the normal use and operation.

We inform You that in the event of breach of the contents of this Terms and Conditions, Privacy Policy or Cookies Policy, we reserve the right to limit, suspend or terminate Your access to the Website, taking any technical measures necessary for that purpose.

#### **Reliance on Information Posted**

Materials posted on our Website are not intended as advice and should not be relied upon as such. We therefore disclaim all liability and responsibility arising from any reliance placed on such information to the fullest extent permissible by local law.

#### **Intellectual and Industrial Property**

All intellectual and industrial property rights over all the information, images, our logo, service marks, trading names, trademarks, and other content displayed on the Website ("Materials") are either owned by ARENA or licensed to us by our licensors and Your use of the Website and Materials is subject to the following restrictions.

You may access, view and print out one copy of this Website and all Materials strictly in accordance with the Terms and Conditions. In this regard, You may only view, print out, use, quote from and cite the Website and the Materials for Your own personal, non-commercial use and on the condition that You give appropriate acknowledgement where appropriate to us.

The use of the Website by You does not imply the assignment of any intellectual and/or industrial property right over the Website and/or the Materials. To such effects, under this Terms and Conditions, it is expressly prohibited for the User, except in those events in which this is permitted by law or prior authorization has been granted by ARENA, to:

- remove any copyright or other proprietary notices contained in the Materials;
- use any Materials from the Website in any manner that may infringe any copyright, intellectual property right or proprietary right of us or any third parties; or
- reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit this Website and/or the Materials for any commercial purpose, without our prior written consent.

### **Linking to Our Website**

You may link to any page of the Website, provided that You do so in a way that is fair and legal and which does not damage our reputation or take advantage of it. For the avoidance of doubt, the linking site must not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable and no false, inaccurate or incorrect statement on the Website and/or ARENA will be made from the linking website. (the “Linker Site”).

You must not link to our Website in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not remove or obscure by framing or otherwise, advertisements, any copyright notice, or other information published on the Website. Our Website must not be framed on any other site.

If You link to our website, it shall be set up on the following terms:

- in no event will the link mean that ARENA: (i) sponsors, cooperates with, verifies or supervises the content and/or services provided through the Linker Site; or (ii) is liable for the Linker Site content;
- the Linker Site shall be in full compliance with the Law and may never host own or third-party content that: (i) is unlawful or noxious or contravenes ethics and good customs (pornographic, violent, racist, etc.); (ii) misleads or may mislead the User to the false conception that ARENA subscribes for, sustains, adheres to or in any other manner supports the ideas, statements or expressions, either lawful or unlawful, of the sender; and (iii) is inappropriate or irrelevant relating to the activity of ARENA.

We reserve the right to withdraw linking permission at any time and without notice. In any case, in the event of breach of any of the above terms, ARENA shall proceed immediately and without prior notice to deactivate the link.

### **Privacy, Your Personal Data and Cookies**

The privacy of Your personal data is important to us. We can collect information from You through the data collection forms included in the Website. Please see our Privacy Policy or details of how we will process Your personal data.

For details about how we use cookies, please see our Cookies Policy.

### **Third Party Sites**

Our Website and/or the Materials may contain links to third party websites, for example [LinkedIn, Twitter and YouTube] (the “Party Sites”). In such events in which the Website hosts any Party Sites, ARENA shall act as mediation services provider, within the meaning of article 17 of the Information Society and Electronic Commerce Services Law (the “LSSI”). As provided for in the LSSI, ARENA shall not be liable for the services and content provided through the Party Sites, unless it had actual knowledge of its unlawfulness and did not deactivate the link with the due diligence.

In no event does the existence of Party Sites entail any recommendation, promotion, identification or conformity of ARENA with respect to the statements, content or services provided through the Party Sites. Accordingly, ARENA shall not be liable for the content of the Party Sites or for the conditions of use or privacy policies of the Party Sites, only You are responsible for their verification and acceptance each and every time You access and uses the Party Sites.

Your browsing and interaction on any other website, including the Party Sites, is subject to that website’s own rules and policies including in relation to privacy. Please read those rules and policies before proceeding.

If You decide to visit any third Party Site, You do so at Your own risk. We are not responsible for the content, accuracy or opinions expressed in such websites. Links do not imply that we are, or our Website is, affiliated to or associated with such sites.

The inclusion of any link on our Website or in our communications with You does not imply endorsement by us (or our parents, subsidiaries or affiliates, or any client of any of the foregoing) of the linked site. If You decide to access linked third party websites, You do so at Your own risk.

Please remember that when You use a link to go from our Website to another website, these Terms and Conditions including our Privacy and Cookies Policy are no longer in effect and You should read the terms and conditions included in such Party Sites.

### **Information on the Website**

Should You or any other Internet user know that any information or content of the Website or provided through the Website is unlawful, damages third-party rights, contravenes the Terms and Conditions or is, in any other manner, noxious or contrary to ethical conduct or customary practice, You may get in touch with ARENA at the following e-mail address [privacy@havasmedia.com](mailto:privacy@havasmedia.com) or on the following mail address: Eloy Gonzalo 10, 28010 Madrid, stating:

- personal data of the notifying party: name, address, telephone number and e-mail address;
- description of the facts that show that the content or information is unlawful or inadequate and the specific address at which it is available;
- in the event of violation of third-party rights, such as intellectual and industrial property rights, the data of the holder of the infringed right must be stated where it is a person other than the notifying

party. The instrument evidencing the ownership of the violated rights and, if appropriate, the powers of attorney to act on behalf of the holder where the holder is a person other than the notifying party must also be submitted.

The receipt by ARENA of the above-mentioned notice shall never imply, pursuant to the LSSI, the actual knowledge of the activities and/or content stated by the notifying party, where this is not obvious or evident. In any case, ARENA retains the right to suspend or remove the content that even if it does not unlawfully contravene the rules established in the Terms and Conditions, taking into consideration in each case the legal goods in dispute.

Accordingly, if You consider that the Party Sites contain unlawful, noxious, denigrating, violent or inadequate content, You may notify this to ARENA at the following e-mail address: [privacy@havasmedia.com](mailto:privacy@havasmedia.com). Nevertheless, such notice shall never imply the obligation of ARENA to remove the link in question or necessarily imply the actual knowledge by ARENA of the unlawfulness of the content of the Party Site for the purposes of legislation in force.

### **Our Liability**

To the fullest extent permissible by law, we exclude and disclaim all warranties, terms, conditions and representations that might otherwise be implied by law in relation to this Website. In particular we do not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. You must take Your own precautions in this respect.

We do not accept liability for any failure to maintain the Website.

We shall not be liable, under these Terms and Conditions for any indirect, special, incidental or consequential damages or otherwise, even if advised of the possibility of such damages.

The Materials may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the Materials.

We shall not be liable for any loss caused as a result of Your actions or inactions based on the Materials available on this Website. However, nothing in these Terms and Conditions shall affect Your statutory rights, and nothing in these Terms and Conditions shall exclude our liability for: (i) death or personal injury arising through our negligence; (ii) fraudulent misrepresentation; and/or (iii) anything else that cannot be excluded or limited by us under applicable law.

### **Legal Compliance and Applicable Law**

The access to and use of the Website by You implies also the full acceptance of this section (the "Legal Compliance and Applicable Law"), therefore it should be read carefully each time You access the Website.

These Terms and Conditions shall be governed by the laws of Spain and any matter or dispute arising in connection with them shall be subject to the exclusive jurisdiction of the courts of Madrid (Spain).

You accept, expressly and without qualifications, that You will access and use the Website solely and exclusively under Your own responsibility and that You are responsible for compliance with applicable local laws relating to the use of or otherwise connected with the Website. In this regard, You undertake not to use the Website for fraudulent purposes, not damaging through Your conduct the image, interests or rights of ARENA or third parties. In addition, You undertake not to carry out any act seeking to damage, render useless or overload the Website or that may impede, in any manner whatsoever, its normal use and operation. To the extent that the Website or any activity contemplated by it would infringe any law of a jurisdiction other than Spanish, then You are prohibited from accessing or using the Website or attempting to carry on any such offending activity and this provision shall override all other provisions of these Terms.

In this regard, You are informed that, should You breach the Terms and Conditions or any other particular terms or conditions contained in the Website, ARENA retains the right to limit, suspend or terminate his access to the Website, adopting any technical measure necessary for such purpose. In addition, ARENA retains the right to put in place such measures should it have any reasonable suspicion that the User is violating any of the terms and conditions of the aforementioned instruments.

Should any of the provisions of the Terms and Conditions be declared null, it shall be removed or replaced. In any case, such declaration of nullity shall not affect the rest of the provisions of the Terms and Conditions.

### **Contact Us**

If You have any concerns or queries about material which appears on our Website or if You have questions about Your use of this Website or these Terms and Conditions please email us at [privacy@havasmedia.com](mailto:privacy@havasmedia.com).

If You have any suggestions for improvements or additions that You would like to see on the Website please email us [privacy@havasmedia.com](mailto:privacy@havasmedia.com). Our postal address for correspondence is Eloy Gonzalo 10, 28010 Madrid.