

LEGAL DISCLAIMER

TERMS AND CONDITIONS OF USE

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OWNER OF THE WEB PORTAL: <https://www.shackletongroup.com/>

- Corporate Name: **SHACKLETON S.A.** (hereinafter, "**SHACKLETON**").
- Tax ID No.: A-83861633.
- Registered office: C/ Arturo Soria No. 245, 28033, Madrid, Spain.
- Contact: Email address: info@shackletongroup.com
- Records:
 - Registered in the Madrid Companies Registry, Volume19636, Book 0, Folio 21, Section 8, Page M 345245, First Inscription.
 - National brand **SHACKLETON** (OEPM, Spain): Nice classification: 35 y 42; File M-2574105.

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1. GENERAL INFORMATION FOR USERS:

Access to and use of www.shackletongroup.com (hereinafter, the "Website") is offered by Shackleton, owner of the Website.

This document describes the Terms and Conditions of Use of the Website. Any person or legal entity (hereinafter, the "Users") that wants to access and/or use the Website and/or the services offered on the Website, shall be subject to these Terms and Conditions of Use, along with all the other policies, terms and conditions and principles that govern and apply to the Website.

ANY USER WHO DOES NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, WHICH ARE COMPULSORY AND BINDING IN CHARACTER, MUST REFRAIN FROM FURTHER USING THE WEBSITE, AS WELL AS THE SERVICES OFFERED BY SHACKLETON.

SHACKLETON reserves the right to modify or update these Terms and Conditions of Use at any time. For this reason, we recommend you periodically read these Terms and Conditions of Use to keep up to date with any changes that may occur.

For any query or doubt about the present Terms and Conditions of Use, you can e-mail us at info@shackletongroup.com

2. LIABILITIES AND REGISTRATION:

Whether it is to form part of and participate in any of the recruitment processes open in **SHACKLETON** or any of the other companies in the business group **SHACKLETON GROUP**, or to contract any of the professional services offered by **SHACKLETON** or any of the other companies in the business group mentioned above, it will be necessary to have previously registered, filling in all the required fields on the registration forms which are available in the tabs "CANDIDATES" or "E-AGENCY" on the main page of the Website. In both cases, it will be necessary to have accepted Shackleton's Privacy Policy, as well as the rest of the conditions that may apply.

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Users undertake to make proper use of the contents **SHACKLETON** offers through its Website and to refrain from using them for the following activities, but not limited to these:

- I. Committing unlawful and illegal activities or any which are in bad faith or entail a breach of public order;
- II. Causing damage to the Website's hardware and software systems, as well as those of its providers and third parties, by introducing or spreading computer viruses or any other hardware or software systems that may cause the aforementioned damage through the web;
- III. Attempting to access or, as the case may be, using **SHACKLETON**'s e-mail accounts, as well as those of other connected Users.
- IV. **SHACKLETON** reserves the right to request proof and/or additional data to corroborate Users' personal information, as well as temporarily or definitively suspending access to those Users whose data could not be confirmed.
- V. **SHACKLETON** is not responsible for any damage or loss to Users caused by faults in the system, the server or on the Internet. **SHACKLETON** will not be held liable for any viruses that may infect the User's computer as a result of accessing, using or exploring of the Website or from any transfer of data, files, images, texts, or audio contents in the same.
- VI. **SHACKLETON** does not guarantee access and continued or uninterrupted use of its Website. The system may occasionally be unavailable due to technical difficulties or Internet failures, or for other circumstance unrelated to **SHACKLETON**; in such cases, efforts will be made to reset it as quickly as possible without this leading to the attribution of any type of responsibility. **SHACKLETON** will not be responsible for any error or omission contained in its Website.
- VII. In the event of any loss or theft of access passwords, unauthorized use of the Website, as well as any breach of security of which the User has knowledge, the User agrees to notify such incidents to **SHACKLETON** immediately. In this case, the User shall have the right to change his/her user name and password to gain access to private areas enabled in the Website.

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This Website is not intended for users under 14 years old. For this reason, **SHACKLETON** disclaims any liability for breach of this requirement.

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3. INTELLECTUAL AND INDUSTRIAL PROPERTY:

SHACKLETON, either directly or by assignment, holds all the intellectual and industrial property rights of its Website, as well as the rights of the elements contained in it (including, but not limited to: images, photographs, sounds, audio, video, software or texts, trademarks and logos, colour schemes, structure and design, selection of the materials used, the computer programs needed to run, access and use it, etc.) which are owned by either **SHACKLETON** or its licensors.

Any use not previously authorised by **SHACKLETON** will be considered a serious breach of intellectual and industrial property rights.

Reproducing, distributing and publicly communicating all or part of this website's contents, including its availability mode, for commercial purposes on any media or through any technical means without the explicit consent of the **SHACKLETON** is expressly forbidden.

Users undertake to respect the Intellectual and Industrial Property Rights held by **SHACKLETON**. You can view the elements of the Website and even print them, copy them and store them on your computer's hard drive or any other hardware provided it is solely and exclusively for personal and private use. Users shall refrain from deleting, altering, circumventing or manipulating any protection device or security system installed in the pages of and content of the Website that is the property and responsibility of **SHACKLETON**.

4. EXCLUSION OF GUARANTEES AND LIABILITIES:

SHACKLETON shall under no circumstances be held liable for damages of any kind that may be caused by, but not limited to, errors or omissions in the contents, the Website's lack of availability – which will periodically be suspended in order to carry out technical maintenance if necessary – or the correction of problems that may be caused by the transmission of viruses, malware or harmful programs in the contents or on the platform, despite having adopted all the necessary technological measures to prevent them. **SHACKLETON** assumes no responsibility for the links to other web pages

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that are on the Website, since they direct Users to other web sites over which **SHACKLETON** has no control, so the inclusion of links to other websites does not imply approval of their contents by **SHACKLETON** or the existence of any kind of association between **SHACKLETON** and their owners. Therefore Users access the content and terms and conditions of use that govern these under their sole responsibility.

5. MODIFICATIONS AND DURATION:

SHACKLETON reserves the right to make any changes it may deem appropriate to its Website and may change, delete or add both the contents and services provided through it, as well as the way in which they are displayed or located on its Website. For this reason, we ask that you regularly check the legal texts included on the Website, in order to be able to have access to the most recent version of these. However, any change shall be communicated to the Users to the extent possible.

6. LINKS POLICY:

6.1. Any persons or entities that intend to create or create a hyperlink from a web page in another Internet portal to the Website owned by **SHACKLETON**, shall be subject to the following conditions:

- It is forbidden to fully or partially reproduce any of the services and contents on the Website without express prior authorisation by **SHACKLETON**.
- There will be no deep-links or links to images, or even to frames within the Website without the prior express consent on the part of **SHACKLETON**.
- No false, inaccurate or incorrect statement about the Website may be made, nor about its services or contents. Except those signs that form part of the hyperlink, the web page where it is established shall not contain any trademark, trade name, logo, slogan or other distinctive sign belonging to **SHACKLETON**, except as otherwise expressly authorized by the same.
- The establishment of the hyperlink does not imply the existence of a relationship between **SHACKLETON** and the owner of the web page or portal site from which the link is made, nor the knowledge and acceptance of **SHACKLETON** of the services and contents offered on this web page or portal.
- **SHACKLETON** is not responsible for the contents or services made

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available to the public in the web page or portal from which the hyperlink is created, or for the information or statements included in the same.

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6.2. The Website may make available to users connections and links to other websites managed and controlled by third parties. These links are exclusively intended to make it easier for Users to search for information, contents and services on the Internet, and in no case can be regarded as a suggestion, recommendation or invitation to visit them.

6.3. SHACKLETON does not market, nor manage, previously monitor, nor own the contents, services, information and demonstrations available on those websites.

6.4. SHACKLETON assumes no liability of any kind, not even indirectly, for damages of any kind that could derive from the access, maintenance, use, quality, legality, reliability and usefulness of the contents, information, communications, opinions, statements, products and services existing or offered on the websites not managed by **SHACKLETON** and which are accessible through the Website.

7. RIGHT OF EXCLUSION:

SHACKLETON reserves the right to refuse or withdraw access to the Website and/or the services offered to any users who fail to fulfil these General Terms and Conditions of Use at its own initiative or at that of a third party without the need to give any prior notice thereof.

8. PRIVACY POLICY

Through this link you can see all the information on the processing of personal data carried out by **SHACKLETON**.

9. GOVERNING LAW AND JURISDICTION

The access and use of the Website, as well as the interpretation, compliance and execution of the present Terms and Conditions of Use are subject to the provisions of the applicable regulations.

For any disputes regarding the interpretation or application of the clauses

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included in these Terms and Conditions of Use, Users expressly agree to be subject to the legislation of Spain, and any dispute arising shall be subject to the jurisdiction of the Courts of Madrid (Spain).