

Terms and Conditions of Use

Cafosa Gum, S.A. Unipersonal. (hereinafter, “**Cafosa**”) informs visitors to its websites and pages (hereinafter, the “**User(s)**” and the “**Websites**”, respectively) on the conditions of use applicable to access and use of said Websites by the Users (hereinafter, the “**Conditions of Use**”) who access the Websites and use the applications, tools, software, information, contents and services included in the Websites (hereinafter, the “**Contents and/or Services**”).

By accessing and/or using the Websites, the Users accept these Terms and Conditions of Use.

1. Quality

Cafosa informs the Users that it will make its utmost effort to achieve the best possible quality, as far as allows the state of the art. Notwithstanding, Cafosa disclaims any and all liability for any interruptions or malfunctions of the Contents and/or Services offered on the Websites, whatever their cause. Neither shall Cafosa be held responsible for any crashes or failures in the network, temporary power failures, or damages arising therefrom, nor any other damages to the User that may arise from causes beyond the control of Cafosa. Cafosa may temporarily or permanently suspend the Contents and/or Services for updating, maintenance, systems repair or for any other reasons of a business nature. Cafosa disclaims all liability for any failures or damages caused by incompatibility of the Contents and/or Services with other contents or services or any computer software with which it is not specifically compatible. In any case, the configuration and capacity of the equipment used by the Users to access the Website, and to use the Contents and/or Services, shall be sufficient to allow the proper use of the latter, and the User shall be responsible for the full and proper installation of the Contents and/or Services which may be downloaded from the Websites.

2. Responsibility of the Users for Access and Use

Both the access to the Websites and the use that may be made of the Contents and/or the Services shall be the exclusive responsibility of the Users. The use that may be made of the Contents and/or Services shall be subject to prevailing local, state, European Union and international law as applicable, as well as the principles of good faith and licit use by the Users, who shall be entirely responsible for said access and use, and particularly, for any actions or omissions related to their account, registration or password, including the content of their

transmissions via the Contents and/or Services. The Users shall make reasonable and proper use of the Contents and/or Services as per the principles of good faith and the rule of law, whether local, state, European Union or international, as applicable to moral, public order, proper conduct, the rights of third parties, and those of Cafosa, within the boundaries of the possibilities and purposes for which the Contents and Services are conceived. If Users are minors or legally incompetent, use shall be made under the full and entire responsibility of their parents, representatives or guardians, who shall accompany, supervise or take appropriate precautions while such access and/or use is made of the Websites.

Users likewise may use the Contents and/or Services for personal ends and commercial use related to Cafosa. In general terms, any form or kind of activity that may cause damages to Cafosa or to third parties is prohibited. Any use of the Websites for illegal or non-authorized ends is expressly prohibited, and particularly, but not exclusively: (a) slander, libel, insult, harassment, stalking, threat or any infringement of any third parties' rights, such as those relating to privacy, honour, public image, confidentiality of communications, intellectual and industrial property, and the protection of personal data; (b) reproduction, distribution, publication, disclosure or reference to issues or information of an illegal, sacrilegious, obscene, pornographic, abusive, libellous, slanderous, deceitful or racist nature, or that may induce violent or immoral behaviour, or that may induce any infringement of public order; (c) advertising or offer for sale or purchase of any products or services; (d) introduction of any form of computer virus, defective file, or any other software or computer program that may cause damage or non-authorized modifications to the Contents and/or Services available via the Websites; (e) alteration or interference with, through fraudulent means, personal websites or e-mail of other Users without proper authorisation; (f) compilation or obtention of information on third parties, including their e-mail addresses, without their proper consent, and furnishing such information to other parties; (g) mass and/or repetitive forwarding of e-mails (spam); (h) transmission of any harmful or dangerous, or simply unsolicited, program; (i) down- or uploading, copying or supplying, whether free of charge or not, to any person or entity that is not a User, of any directory, application, tool, software or information related to the Contents and/or Services; (j) interference in or with access to and/or use of the Contents and/or Services, or any other services and/or contents, by the Users or other person or entity; (k) attempting to obtain unauthorized access to the Contents and/or Services, to other accounts, to computer systems or networks connected thereto, through automated scanning of passwords or otherwise; and (l) violating local, state, European Union or international law.

Should there be any breach of the provisions above, Cafosa may, without cause for indemnification, block, cancel or withdraw the illegal contents, if technically possible, without detriment to any indemnification that may be demanded of such offender, and said offender shall keep Cafosa and/or any third party involved harmless of any damages and liabilities incurred from such breach. Cafosa may proceed with respect to such breach, whether at its own exclusive will or at the request of any third party harmed by such breach, and according to applicable law. Cafosa reserves the right to access, supervise, check, record and/or disclose at any time any information as may be necessary to comply with local, state, European Union or international law. Cafosa disclaims any liability, whether direct or indirect, for damages arising or lost earnings deriving from misuse by Users or third parties of the Services and/or Contents.

3. Intellectual and Industrial Property

Contents and/or Services (the software required for the functioning and viewing of the Contents and/or Services included in the Websites) make up works in the sense of intellectual property law, and are therefore protected by such local, state, European Union and international law as may be applicable. The Contents and/or Services, and particularly, whatsoever as may be displayed in the Websites, such as designs, texts, graphics, logos, icons, buttons, software, trade names, trademarks, industrial designs or any other symbols as may be used in industry or trade, are subject to the rights arising from the intellectual or industrial property of Cafosa, or of third party owners of such property as may have duly authorised its use in the Websites.

Any form of storage, reproduction, distribution, publication, transmission, retransmission, broadcasting, derivation, translation and, in general, otherwise making available or utilising the Websites and their Contents and/or Services without the express prior consent from Cafosa is forbidden shall be construed as breaches of law and shall be punished as per local, state, European Union and international law. Such offender shall indemnify and shall hold Cafosa and/or any other third party harmless from any damages or liability arising from such breach of law.

Likewise, the use of any technical, logical, or technological method by which a third party may benefit, whether directly or indirectly, whether with or without monetary gain, from all and any of the Contents and/or Services of the Websites, including the work done by Cafosa to maintain the these in working order, is forbidden. Particularly, any link, hyperlink, framing or similar linkage that may be made to or from the Websites without the prior written consent of Cafosa is

forbidden. Any infringement of the above provisions will be construed as damages to the legitimate intellectual and industrial property rights of Cafosa. Cafosa disclaims any liability for any consequences of the abovementioned infringements and likewise disclaims any liability for the contents, services, products, etc. of any third parties that may be accessed directly via banners, links, hyperlinks, frames or similar linkages from Cafosa Websites.

Cafosa may restrict access to the Websites and the Contents and/or Services offered there, as well as limit the ensuing publication of opinions, comments, images or comments the Users may remit via e-mail, chat rooms, newsgroups, etc. Cafosa may establish, without discharging the Users of their sole responsibilities as described in the provisions above, such filters as Cafosa may deem necessary to restrict the publication through the Websites of contents or opinions that may be construed to be racist, xenophobic, discriminatory, pornographic, slanderous or libellous, or that may in any case foster or encourage violence or the distribution of clearly illicit or injurious contents. Given the considerable number of e-mails received, and depending on the applicable law at any given time, this effort by Cafosa will be made according to criteria of reason, as it is practically impossible to control such contents and/or opinions at all times.

Users may remit to the Websites (e.g. via chat rooms or newsgroups) comments or opinions. In doing so, the Users authorise Cafosa to store, distribute, publish, adapt, transform, translate, digitise and otherwise make available throughout the entire world and in any form and at any time during which any applicable copyrights may be in force, unless the User explicitly and unequivocally opposes such authorisation. Likewise, by simply remitting said comments or opinions to the Websites, such authorisation shall be free of cost or charge. The Users shall also waive any monetary claims against Cafosa.

4. Limited Liability

The Contents and/or Services included or available from the Websites are provided on an “as-is” basis. They may include inaccuracies of typographical errors. Changes and/or improvements are made regularly to the Contents and/or Services. Cafosa disclaims and does not make any warranties as to continuity or disruption of the Contents and/or Services, nor that these shall be free of errors, that the defects shall be rectified, nor that the service or servers whereby they are hosted shall be free of viruses or any other harmful components, although Cafosa will do its utmost to prevent incidents caused thereby. Cafosa disclaims and does not make any warranties

as to the use or the result of the use of the Contents and/or Services, nor that they shall be accurate, precise, timely or in any other way reliable. Cafosa disclaims and does not make any warranties as to the suitability, reliability, availability, opportunity or accuracy of the Contents and/or Services for any purpose whatsoever. If the User is to make any decisions or take any actions based on the Contents and/or Services, the User should check the information thereby gathered against other sources.

The Users expressly accept that Cafosa shall not be held liable for: (a) unauthorised access or alterations to transmissions or data, any material or data, whether sent or received, or not sent or received, nor any transaction made, via the Websites; (b) information sent, used and/or included in the Contents and/or Services by any third party; and (c) contents and/or services neither pertaining to Cafosa, nor any comments or opinions given by other Users. Cafosa shall not be held liable for damages, nor for any other responsibilities, such as but not restricted to, damages due to loss of use, data or revenues, that may derive from the use of the Contents and/or Services or the Websites, whether said responsibilities arise from contract liabilities, or other non-contractual duties, negligence, mens rea, absolute liability, nor of any other kind, whether or not Cafosa may have been warned of the possibility of damages to third parties.

5. Damages and Liabilities

The User shall indemnify and hold Cafosa and its officers, directors and employees harmless from and against any and all claim, lawsuit or liability, including reasonable attorneys' fees, in the defence of any claim by a third party arising from the User's use or conduct while accessing and/or using the Websites.

6. Modifications to the Conditions of Use

Cafosa reserves the right to revise these Terms and Conditions of Use at any time.

7. General

These Terms and Conditions shall be interpreted and construed according to, and governed by, the laws of the Kingdom of Spain. The use of the Contents and/or Services is forbidden in those jurisdictions where the effectiveness of the provisions herein is not recognised. Access and/or use of the Websites shall not be construed to imply any association, partnership, labour

relationship nor agency of any kind. Likewise, unless expressly manifested to the contrary, no customer-supplier relationship shall be established because, with the exception of certain specific uses, the Contents and/or Services are free of charge.