
IDENTITY OF THE WEBSITE OWNER

The term and conditions which are indicated below regulate the access and use of the www.pullmantur.es Website, property of PULLMANTUR.

Policy No. EA11AH1031

Of the one part,

Pullmantur, S.A., CIF [Tax Identification Number] A28261337. Registered address at Calle Mahonia, número 2, 28043 MADRID. Registered in the Mercantile Registry of Madrid under general volume 2.766, 9.092 of section 3 of the Companies book, sheet 1, page number 18.835, entry 1. CICMA-1 as a wholesaler-retailer. As owner of the web.

Pullmantur Cruises, S.L., CIF B84581701. Registered address at Calle Mahonia, número 2, 28043 MADRID. Registered in the Mercantile Registry of Madrid under general volume 22.355, book O, sheet 65, section 8, page number M-399166, entry 2. CICMA-1878 as a wholesaler/retailer. Company operating the data and with which reservation processes are made.

These entities are jointly named in this document as PULLMANTUR, owner of the www.pullmantur.es Website. Telephone: 902 09 55 12. Fax: 91 418 87 90. Email: clientes@pullmantur.es

And, of the other part, the natural person, hereinafter the user, who accesses the web page for the purposes of information and contracting services offered through the Website.

For the record and all relevant purposes, and for reasons of territoriality, competency in legal matters corresponds to the Autonomous Community of Madrid, with the company's registered address being located there, along with the central headquarters for administrative management and the direction of its business affairs.

LEGAL TERMS AND CONDITIONS

The use of this Website supposes an agreement between the User and PULLMANTUR which implies the full and unreserved adhesion to each and every one of the general conditions published by PULLMANTUR in the version which is public and valid at the time of the site being accessed. For this reason, PULLMANTUR advises the User to carefully read these conditions each time he/she accesses the Website.

The access and use of the portal is prohibited for minors, for which reason the user declares that he/she is of legal age (that is, is at least 18 years old) and has the legal capacity necessary to acquire the services offered through the PULLMANTUR website in accordance with these general conditions, which he/she comprehends and understands in their entirety.

In the case of a minor contracting services, PULLMANTUR shall not be responsible, with the minor him/herself, his/her parents or guardians bearing the expenses which this may occasion. PULLMANTUR takes no responsibility for the veracity and exactitude of the data filled in by the user. PULLMANTUR reminds users who are of legal age

and have minors in their charge that they will be exclusively responsible for determining which services or content are or are not appropriate for the age of the latter.

PULLMANTUR informs them that there are IT programs which allow access to certain content and services to be filtered and blocked in such a way that parents, for example, may decide which of the Portal's content and services to which they wish their children to have access or not.

Access to certain Content offered through this Website may be subject to certain particular conditions specific to this Website which, according to the case, substitute, complete and/or modify these general conditions. Therefore, prior to accessing or using this Content, the User must also carefully read the corresponding particular conditions.

PULLMANTUR may alter at any time and without prior notification the design, presentation and/or configuration of the Website, as well as some or all of the Content, and modify the general conditions and/or particular conditions required for its use.

FORM OF PAYMENT

The user undertakes to pay for the services or products contracted by using any of the following forms of payment authorised by PULLMANTUR.

Credit card (Visa and MasterCard) or bank transfer

The purchase of any product shall only be effective once PULLMANTUR makes a valid charge for the total amount of the trip to the credit card supplied by the User or the cash amount for this purchase or proof of transfer is received, with it being up until that time subject to cancellation by PULLMANTUR without the user having the right to any claim.

The act of requesting a reservation implies the commitment by the client to authorise the charge to the credit card which has been provided. In the case of it not being possible to carry out the charge to the credit card (rejected charge), the User accepts that PULLMANTUR shall not issue the reservation made.

The prices indicated on the Website include the port and airport charges except where indicated otherwise. They do not include visa expenses or a territory's arrival and departure taxes, which shall be paid directly at the destination. The rate variations which apply as a result of delayed payment for the reservation on the port and airport tax amounts, from the time of the reservation to the time of ticket's issuance, shall be borne by the client.

PULLMANTUR'S LIABILITY AND GUARANTEE

ACCESS

On a general basis, Users shall be able to access the Website freely and without charge. However, PULLMANTUR, in accordance with the legislation in force, reserves the right to limit access to certain areas of the Website. In

these cases, as a prerequisite for being able to access the service, the User shall have to register, providing all the information requested in a real and up-to-date manner (See privacy policy). The user is responsible for safeguarding and handling in a confidential manner the password provided to him/her by PULLMANTUR in order to access the Website, avoiding that third parties gain unauthorised access thereby. The user accepts taking responsibility for the financial consequences deriving from any use of the Website which might occur through the use of the User's password by third parties. In addition the user promises and declares that all of the data introduced for reservation requests are true, particularly the email address which has been provided for notifications, undertaking to keep it updated during the subsequent use which may be made of the services offered on the Website.

PULLMANTUR reserves the right to refuse or withdraw access to the Portal and/or services at any time and without need of prior notification to those Users who do not fulfil these General Conditions.

CONTENT

PULLMANTUR reserves the right to interrupt access to its Website, as well as the provision of any or all Content which are provided therethrough at any time and without prior notification, whether for technical, security, control or maintenance reasons, as a result of electrical failure or any other reason. This interruption may be of a temporary or definite nature, in which cases these circumstances shall be communicated to the Users, who may suffer the loss, where applicable, of the information stored under the various services.

Consequently, PULLMANTUR does not guarantee the reliability, availability or continuity of its Website or Content, for which reason the use thereof by the User is undertaken for his/her own account and at his/her own risk, without PULLMANTUR being held liable in this sense at any time.

PULLMANTUR reserves the right to modify, suspend, cancel or restrict the Web content, links or information obtained through the Website without need for prior notification.

PULLMANTUR shall not be responsible for any type of harm, loss, claim or expense, for any Information acquired or accessed by or through the Website, computer viruses, operational failures or interruptions in the service or transmission, or power failures.

It is prohibited to transmit or send via the web any illegal or illicit content, computer virus or message that, in general, may affect or violate the rights of PULLMANTUR or third parties.

PULLMANTUR shall not be held liable for Websites other than its own which may be accessed via links or any content made available by third parties. Any use of a link or access of an external Website is done at the exclusive risk and volition of the user. PULLMANTUR does not recommend or guarantee any information obtained by or through a link, nor does it take responsibility for any loss, claim or harm deriving from the use or misuse of a link or the information obtained therethrough, including other links or Websites, interruption in the service or access or the intent to use or misuse a link, both by accessing the Web and accessing the information of other Websites via the Website.

OBLIGATION TO CORRECTLY USE THE WEBSITE AND CONTENT

The USER undertakes to utilise the Portal, Services, Content and these General Conditions in accordance with the law, public morality, public decency and public order. In the same way, he/she is obliged to use the Portal, Services and Content in a diligent, correct and legal manner and not use them with ends contrary to the content of these General Conditions, or which might be detrimental to the interests or rights of others or may in any way damage, harm or render unusable the Website or its services or impede the Website's normal enjoyment by other Users.

In particular, by way of example and without limitation, the user undertakes to abstain from reproducing or copying, distributing or making available to third parties information, data, content, messages, graphics, drawings, sound files and/or images, photographs, recordings, software and, in general, any class of material which:

1. might in any way be contrary to, undermine or take action against the fundamental rights and public liberties recognised under the constitution, international Treaties and other legislation
2. induces, incites or promotes acts of a criminal, degrading, defamatory, slanderous or violent nature or is, in general, against the law, public morality, generally accepted public decency or public order
3. induces, incites or promotes discriminatory thoughts, activities or attitudes on the basis of sex, race, religion, beliefs, age or condition
4. incorporates, makes available or allows access to products, elements, messages and/or services of a criminal, violent, offensive, injurious or degrading nature or is, in general, against the law, public morality, generally accepted public decency or public order
5. is false, ambiguous, inexact, exaggerated or untimely, in such a way that misleads or may mislead with regard to its subject matter or the intentions or purposes of the source
6. is protected by any intellectual or industrial property rights belonging to third parties without the User having previously obtained from the owners the required authorisation for the use which it carries out or aims to carry out
7. violates the corporate secrets of third parties
8. might be contrary to the right to honour, personal and familial privacy or people's individual image
9. in any way undermines the credit of PULLMANTUR or that of third parties
10. infringes on the regulations for secrecy concerning communications
11. constitutes, where appropriate, advertising of an illegal, deceptive or unfair nature or which, in general, constitutes unfair competition
12. incorporates viruses, programs or other physical or electronic elements which might be liable to cause any type of alteration to PULLMANTUR's IT systems or those of third parties

In accordance with the foregoing, the User undertakes to use the content made available to Users on the Website, understanding by these, without this list being exhaustive, the texts, photographs, graphics, images,

icons, technology, software, links and other audiovisual or sound content, as well as its graphic design and source codes (hereinafter the “Content”) in accordance with the law, these conditions, other notices, regulations for use and instructions brought to his/her attention, as well as public morality, generally accepted public decency and public order and, in particular, undertakes to abstain from:

- a. reproduce, copy, distribute, make available or in any way publicly communicate, transform or modify the Content, unless having the authorisation of the owner of the corresponding rights or the activity in question proves legally permissible
- b. delete, evade or manipulate the copyright and other data identifying the rights of its owners incorporated in the Content, as well as the technical protection devices or any information mechanisms which the Content may contain

USE OF COOKIES

At PULLMANTUR we use cookies to facilitate the use and management of our web page with the ultimate aim of providing a better service and providing a better user experience. However, the user has the option of preventing Cookies from being generated through the selection of the corresponding option in his/her web browser, even though the deactivation thereof may impede the sound functioning of the page.

For more information on which cookies we use and how to deactivate them, please review the following published policy: <http://www.pullmantur.es/general/politica-de-cookies.html>

In any case, any claims relating to the advertising Content inserted into this Website may be addressed to the following email address: webmaster@pullmantur.es

INDUSTRIAL AND INTELLECTUAL PROPERTY

This Website is the property of PULLMANTUR. The Intellectual Property rights and operation and reproduction rights for this Website, its pages, displays, the information which they contain, its appearance and design, as well as the links established therefrom to other Web pages of any company of those previously indicated are the exclusive property of the latter, except where otherwise specified.

All the appellations, designs and/or logotypes which comprise this page are duly registered trademarks.

Any undue use thereof by anyone other than their legitimate owner may be pursued in accordance with the legislation in force. The rights concerning intellectual property and third-party trademarks are conveniently highlighted and must be respected by anyone who accesses the Website. Only for personal or private use may the content be downloaded or any page on this Website be copied or printed. It is prohibited to reproduce, transmit, modify or delete the information, content or notices on this Website without the prior written authorisation of PULLMANTUR.

APPLICABLE LEGISLATION

These general conditions shall be governed by Spanish legislation, with jurisdiction pertaining to the Courts of Madrid, to which the User is expressly subject.