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GENERAL CONTRACTUAL TERMS AND CONDITIONS

1. 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 and 42; File M-2574105.

2. OBJECT, SCOPE AND PROCESS OF REGISTRATION

SHACKLETON is the owner of the Website www.shackletongroup.com (hereinafter, the "Website"), which provides professional agency services in advertising and digital marketing, in order to offer services such as: development of advertising campaigns for brands, communication plans, digital marketing, audio-visual, creative pieces and claims, promotion and events, corporate identity design, among others (hereinafter, the "Services").

The Website is at your disposal, in order to provide you with as much information as possible about the services provided by **SHACKLETON**, and to contract them.

These General Contractual Terms and Conditions (hereinafter, the "Terms") apply to and regulate all legal relationships that may arise in relation to the contracting of our services through the Website, as well as the use and responsibilities that derive from the same.

The Services are offered through the Website or in person or through email, and operate in each respective city and always within the scope of availability and permitted uses.

The prerequisites for using the services are:

- i. Registration using the form offered on the "E-AGENCY" located on

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the Website; once you have completed the form authorised for this purpose and accepted these Terms, as well as the Privacy Policy, you will be considered a client of **SHACKLETON** (hereinafter, the "Client").

ii. In the event that the Client wishes to contract our services via the Website, he or she must be at least 18 years old and, if not, express authorisation from the holder of the bank account or PayPal used to hire our services must be given, since a copy may be needed in the event that we require it.

3. PROCEDURE FOR PROCUREMENT OF SERVICES AND AVAILABILITY

After the initial registration in the "E-AGENCY" section, the Client will have the option of contracting the services, provided they are available through the Website.

To start the procurement of Services, the Client is required to instruct the **SHACKLETON** interface assigned upon registration, regarding the objectives, preferences or results they expect to get on contracting the services. To do this, they may be required to complete a new form with all the information summarised, upload it in the Client's private "E-AGENCY" area for digital documents, and even, participate in phone calls and video calls, in order to resolve any kind of questions or comments that may arise.

Once this stage is complete, **SHACKLETON** will proceed to upload in the Client's private "E-AGENCY" area, the corresponding work proposals, in order that the Client may select the final proposal on which to develop the Services.

Once the final proposal has been selected by the Client, we will provide them with a form with all the data necessary to complete the contract between the Client and **SHACKLETON**, enabling a payment gateway through the PayPal service provider.

The process of procurement of services will end once the Client clicks the button "Pay with PayPal" and succeeds, with the Client being informed of this on the screen through the message "Payment successful", and assigning an

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identification code ("orderID") to the procurement of Services. It is the Client's responsibility to check that all the data provided in the form, or those corresponding to their PayPal account, are correct.

In the event that the client is not in agreement with the proposals submitted and, therefore, does not proceed to the formalisation of the corresponding payment within the validity period of 48 hours, the proposals for work will be discarded and cancelled, and the request for services must be reinitiated.

In accordance with the applicable regulations on intellectual property law, the Client shall have no right of use until the corresponding payment has been made and this is confirmed by **SHACKLETON**.

The Client is not entitled to permanent and uninterrupted availability of Services. However, **SHACKLETON** will make every effort to provide the greatest possible availability and to eliminate any faults or errors on its Website as soon as possible.

In addition, **SHACKLETON** shall have the right to delete its Services temporarily, without having to inform the Client individually.

4. REMUNERATION AND SERVICE CONTRACT

The use of the Website is free of charge for the Client, with the exception of the costs incurred and supported by the Client relating to the services of Internet connection and phone calls that they have with their operator. The Client is responsible for the correct access to the Internet, the technical requirements and the configuration and performance of the end device for the use of the Services included in the Website, as well as any software updates that are necessary.

To confirm the proposal for final work in the Client's private "E-AGENCY" area through the Website, a service and work contract will be agreed in accordance with the request previously initiated between the Client and **SHACKLETON**, for which the Client must pay the price indicated on screen. The overall development of the proposal for the selected work will begin as soon as the Client makes the payment, and **SHACKLETON** confirms receipt of this.

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5. CANCELLATION

SHACKLETON reserves the right to cancel the Services up to the moment the Client makes the corresponding payment in the Client's private "E-AGENCY" area.

The Services will also be considered cancelled in the case that the Client, for any reason, does not make the payment in the 48-hour period of validity enabled. After this period, the proposals for work will be discarded and cancelled, and the Client must reinitiate the request for Services.

In accordance with the applicable regulations on intellectual property law, the Client shall have no right of use until the corresponding payment has been made and this is confirmed by **SHACKLETON**.

However, **SHACKLETON** reserves the right not to offer the Customer its Services in case of cancellations or payment defaults on repeated occasions.

6. PAYMENT

Once the Client has made the payment, **SHACKLETON** will send a receipt by email, together with the contract for the provision of services and work. If it is determined that the payment method registered in the user's account has expired, is invalid or otherwise does not serve to cover the fee, the Client agrees that **SHACKLETON** shall use a secondary method of payment indicated for this, if available.

7. DISCLAIMER, INDEMNITY AND LIABILITIES OF SHACKLETON

SHACKLETON disclaims all representations and guarantees, express, implied or statutory, not expressly set out in these Terms and Conditions. Furthermore, **SHACKLETON** makes no representation or guarantee relating to the quality, suitability or availability of Services, or that the Services will not be interrupted or there are no errors.

The Client accepts that the entire risk arising out of the use of the Services will be uniquely the Client's, to the maximum extent permitted by applicable law.

SHACKLETON will not be liable for any direct, indirect, incidental, special,

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exemplary, punitive or consequential damages, including lost profits, loss of data, personal injury or property damage relating to, or in connection with, or otherwise arising out of any use of the Services, even if SHACKLETON has been advised of the possibility of such damages.

SHACKLETON will not be liable for any damages, liability or losses arising from:

- i. The use of or reliance on the Services or any inability to access or use the Services;
- ii. Any transaction or relationship between the Client and any third party supplier, even if **SHACKLETON** has been advised of the possibility of such damages.
- iii. Any delay or lack of execution resulting from causes beyond the reasonable control by **SHACKLETON**.

The limitations and the waiver contained in this paragraph are not intended to limit liability or alter the Client's consumer rights in any matter that may not be excluded under the applicable law.

The Client agrees to hold harmless and respond to **SHACKLETON** for any claims, demands, losses, liabilities and expenses (including attorneys' fees) arising out of or in connection with: (i) their use of the Services; (ii) any breach or violation of any of these Terms; (iii) the use by SHACKLETON of the Client's data; or (iv) their violation of the rights of any third party, including third-party suppliers.

The responsibility of **SHACKLETON** in relation to the supply and use of services, including access to the information provided in third party websites and content, with the exception of liability for damage to the life, physical integrity or health of the Client, is limited to the wilful intent or gross negligence of **SHACKLETON** or its legal representatives or agents, as well as those damages that are not covered.

This does not affect the liability of **SHACKLETON** for breach of contract, as well as from any liability arising from **SHACKLETON** related to the applicable regulations.

SHACKLETON will not be liable for the truthfulness and integrity of data

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transferred or for the Client receiving data on time.

Regarding any damages that the Client may suffer as a result of using the Services, **SHACKLETON** will only be liable in the event that there has not been an incorrect, incomplete or inadequate use by the Client, and the causal relationship between the use of Services and the damage is proven.

SHACKLETON will only be liable specifically in cases where damage has occurred due to the incorrect, incomplete or late transmission of data, or due to the lack of availability or, as the case may be, a failure of the Website, if this has been caused by **SHACKLETON**.

If the Website or the transmission of data were to give rise to damages or malfunctions of the Client's hardware or software, **SHACKLETON** will accept liability for the same as long the fact that such damages have been directly and solely caused by the Website is proven. **SHACKLETON** will not be liable for the loss of the Client's data, since it is the Client's responsibility to safeguard the storage of their data.

If **SHACKLETON** were to temporarily or permanently withdraw their Services, this will not give rise to any liability.

8. OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT

The Client shall at all times be obliged to indicate truthfully, in full and in accordance with **SHACKLETON**'s corresponding requirements, their personal data and keep them updated.

Furthermore, the Client must make use of the Services provided through the Website in such a way that no malfunction, overload or damage arises from the use of the same and the intended purpose is not jeopardised nor evaded. The Client will not evade or modify, by themselves or through third parties, the security measures in place on the Website.

All rights to the software will belong to **SHACKLETON** or to third parties with which an agreement has been reached. The software available to the Client may not be copied, modified, back engineered, decompiled or disclosed.

The Client must keep their user name and password in a safe place and must not communicate it to third parties or allow access to the Services

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provided through the Website. The Client is solely responsible for the confidentiality and security of their account. They are obliged to immediately communicate to **SHACKLETON** any use by unauthorised third parties.

If the Client commits a breach, they shall hold **SHACKLETON** harmless for the liability to third parties, as well as for the costs of an appropriate legal defence. Furthermore, in the event of a breach, the Client is obliged to compensate **SHACKLETON** for any damage produced.

In the event that third parties exercise their rights against **SHACKLETON** due to the violation of a right, the Client shall be obliged to inform **SHACKLETON** immediately and in detail if this is necessary, in order to prepare a possible defence.

The personal data of other Clients that may be transmitted to the Client and that could come into their possession may not be processed by the Client or transmitted to third parties, unless there is consent on the part of the other Client.

9. PERSONAL DATA PROTECTION

For the correct provision of the services requested, the Client authorises that their personal data and any additional information that is necessary for the proper provision of the services may be processed and stored in the activity log for the processing of personal data that **SHACKLETON** owns and is liable for.

The Client agrees that the data and documents that contain them and that they provide to **SHACKLETON** for the implementation and correct provision of the Services are truthful and have been obtained legitimately. All the information requested by **SHACKLETON** is necessary for the proper delivery of Services. The concealment of information or its non-communication by the Client may have an impact on the results of our Services or the impossibility of providing the same.

Both **SHACKLETON** and the Client undertake to strictly comply with the applicable regulations on the protection of personal data at all times, adopting the actions and security measures necessary for that purpose. For all the above, and in accordance with the new requirements by the

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Regulation (EU) 2016/679 of the European Parliament, and of the Council of 27 April 2016, relating to the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR), the following provides basic information on data protection by SHACKLETON:

BASIC INFORMATION ON DATA PROTECTION	
DATA CONTROLLER	<ul style="list-style-type: none">• SHACKLETON S.A.• TAX ID No. A-83861633.• Registered office: Calle de Arturo Soria nº 245, C.P. 28033, Madrid, Spain.• Contact: info@shackletongroup.com
PURPOSE	<p>Provide professional agency services in advertising and digital marketing, in order to offer services such as: development of advertising campaigns for brands, communication plans, digital marketing, audio-visual, creative pieces and claims, promotion and events, corporate identity design, among others.</p> <p>Answer queries or doubts about our services or information you have requested and, if you have consented, the sending of commercial communications with information about new services, events, participation, collaborations or publications, among others.</p> <p>Assessment of your profile, professional skills and CV provided for a job that we offer.</p>
LAWFULNESS	Unequivocal consent. Contractual relationship.
RECIPIENTS	<p>The information will be communicated to other <u>companies of the SHACKLETON GROUP</u>, for internal corporate and administrative purposes, including the processing of personal data of clients, employees, or the assessment of CVs for candidates for job offers:</p> <ul style="list-style-type: none">- Shackleton Madrid S.L. / Tax ID No.: B-85568087- Shackleton Buzz&Press S.L. / Tax ID No.: B-85567840- Opportunity SHCK S.A. / A-84460468- Shackleton Barcelona S.L. / Tax ID No.: B-85703130- Global Public Firm, S.L. / Tax ID No: B-88162458- Shackleton Chile S.A. / BAT: 763658139 (International Transfer) <p>The data shall not be transferred to other third parties, unless expressly authorised or legally obliged.</p>
RIGHTS	Access; Rectification; Suppression (Right to Be Forgotten); Limitation; Portability; Opposition; No automated decisions; as well as to obtain clear and transparent information about the processing of your data
ADDITIONAL INFORMATION	You can refer to the additional and detailed information on our Privacy Policy at: https://www.shackletongroup.com/es

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10. MODIFICATIONS AND SUSPENSION

SHACKLETON reserves the right to modify the functionality of its Website, at its sole discretion, in any way, including, without limitation, the development, improvement or troubleshooting of its Website, as well as all the services it offers. **SHACKLETON** also has the right to discontinue the Services at any time and suspend the Services, in whole or in part.

11. ELIMINATION OF THE CLIENT'S ACCOUNT

If the Client does not want to continue using the Services, they are free to delete their profile or account created at the time of registration, at any time and for any reason, by sending an informal e-mail addressed to info@shackletongroup.com

12. INTELLECTUAL AND INDUSTRIAL PROPERTY

All content displayed on the Website and in particular, designs, text, graphics, logos, icons, buttons, software, trade names, trademarks, industrial designs or any other signs susceptible to industrial and commercial use, are subject to intellectual and industrial property rights owned exclusively by **SHACKLETON**, or by third parties with which an agreement has been reached for the exploitation of our Services.

The Client shall only be granted an exploitation license in case of formalising the contracting of our Services and proceeding to the corresponding payment for the Services developed and implemented by **SHACKLETON**, in accordance with the contract for the provision of services and work that is provided at the time of the formalisation of the payment.

13. FINAL PROVISIONS AND APPLICABLE JURISDICTION

Both the Client and **SHACKLETON** expressly waive any jurisdiction that might apply, willingly submitting themselves to the jurisdiction of the Courts and Tribunals of Madrid for all disputes arising out of or relating to the services provided by **SHACKLETON**.

In the event of any discrepancy or claim between the parties, in relation to compliance with or the content of these Terms and Conditions, the Client and **SHACKLETON** will negotiate in good faith to try to resolve such a discrepancy or claim within a maximum time period of one (1) month, starting from the date of the notice of the discrepancy arising, or notification of the claim.