

LEGAL NOTICE

TERMS FOR THE USE OF THIS WEB SITE

Kelonik S.A. (hereinafter "Kelonik") hereby places services and information (hereinafter "Contents") at the disposal of the general public (hereinafter the "User"), by means of a site on the Internet (hereinafter "Web Site") provided by Kelonik, other firms in the group and third party companies.

Maintenance and management of the Web Site shall be carried out by Kelonik or contracted third parties.

Access to the Web Site

Access to the Kelonik Web Site is free of charge, with no prior authorization, subscription or registration. Nevertheless, Contents may be provided on the basis of prior subscription or registration. Any User accessing the Web Site shall be considered to be aware of and to have accepted these conditions and any modifications of same that may be produced and the User should periodically access said conditions in order to maintain knowledge of them. Kelonik may introduce particular conditions for certain Contents that shall be made available to the User who shall be aware of them and accept them upon accessing said Contents. User access to the Web Site shall not imply any obligation or guarantee whatsoever on the part of the site's owners. The owners reserve the right to suspend or cancel access to the Web Site without prior notice, and furthermore, unilaterally reserve the possibility of modifying any and all conditions for access. The quality and speed of access to the Web Site shall in no way be considered the responsibility of Kelonik, with the User having no right to claim any amount whatsoever as compensation for damages. The means, computer programs and equipment used to gain access to the Web Site shall be the sole responsibility of the User. Kelonik may, under certain circumstances, provide the computer programs and means for access, but shall not take responsibility under any circumstances whatsoever for the proper functioning of same, or for utilization rights or licensing that may be required for their use. Kelonik shall in no way be responsible for any anomaly, malfunction, deterioration, or deletion of data or software that may occur in the User's equipment or systems as a direct or indirect result of access to or attempts to access the Web Site.

Web Site Contents

The service that Kelonik provides through its Web Site is provided for an indefinite period of time, and provision of said service may be canceled at any time without any cause or reason whatsoever. The languages used by KL in its Web Site shall be Spanish and English, without detriment to the use without prior notice of other national languages or languages of the autonomous communities of Spain. Kelonik takes no responsibility whatsoever for the User's comprehension or understanding of the languages in the Web Site. Kelonik is the holder of any and all intellectual property rights that might have a bearing on this Web Site, as well as of those of all Contents herein. Nevertheless, in all cases in which intellectual property rights are in the names of third parties, said third parties have duly authorized and transmitted the necessary rights to Kelonik for their exploitation and incorporation in this Web Site. The User is hereby authorized to download and reproduce these protected Contents, as long as this is only done for private use or for uses permitted under the Revised Text of the Intellectual Property Law. Any other use is prohibited, with Kelonik reserving the right to initiate any and all legal actions that it considers pertinent. All trademarks, logos and brand names included in this Web Site are duly registered by their proper owners, and their use without the express consent of their proper owners is prohibited. Kelonik may, freely and without any justification whatsoever, modify, suppress and/or change the location of any and all contents within the Web Site, as well as the form of access to same, taking no responsibility whatsoever for the consequences that such action might have on the User. Kelonik takes no responsibility for the reliability and speed of hyperlinks to other sites that it may incorporate into its own Web Site. Kelonik in no way guarantees the usefulness of these other sites, nor does it take responsibility for the contents or services to which the User may be able to access by means of the links or hyperlinks incorporated into its Web Site, or for the proper functioning of same. Kelonik takes no responsibility whatsoever for viruses or any other type of computer software that damages or might damage the User's computer hardware or software upon accessing this Web Site, or other web sites to which the User might access through links or hyperlinks included in Kelonik's Web Site.

Web Site Users

Kelonik does not guarantee the identity of the Users or the veracity of the personal data that the Users might provide in seeking to obtain a service, by entering their personal information in the registration, admission or subscription forms. The Users that provide their personal data hereby recognize their identity and their legal obligation capacity under these general terms, and as such, they hereby grant their representatives sufficient power and capacity to remain so obligated. Users gaining access to the Kelonik Web Site, and to any and all of the services that it provides, shall do so in accordance with the law, with proper morals, ethics and customs and in keeping with public order, and they hereby remain obliged at all times to accede to the Web Site and its contents in this way and without ends that may be illegal, damaging to the rights and freedom of others or that in any way might cause damage to, deteriorate or saturate the Web Site, to the detriment of Kelonik or third party Users. Users shall not make use of the contents of the Web Site in ways that may be against the law, contrary to proper morals, ethics and customs or in detriment of public order; nor shall they copy, transform, modify or manipulate said contents; nor shall they make use of said contents in part or in whole to promote, sell, contract or disclose advertising or information of their own or of third parties without the authorization of Kelonik; nor shall they send out advertising or information by means of the products or services placed at the Users' disposal. With regard to the products or services that Kelonik places at Users' disposal in which said products or services introduce any type of content or information, such as news groups, chat services, e-mail, personal webs, the Users hereby vow to make use of same in accordance with the law, with proper morals, ethics and customs and in keeping with public order. In making use of products and services in which they contribute information or content, Users shall not infringe on fundamental rights and public liberties, nor shall they incite or promote acts that are criminal, xenophobic, terrorist or degrading by reason of sex, race, religion or creed, nor shall they divulge pornographic or violent contents or services. The User shall accede to Web content under his/her sole responsibility, hereby entirely releasing Kelonik of any and all repercussions, be they of a physical, logical, moral or personal nature, as a direct or indirect consequence of said access to the Web. Links or hyperlinks incorporating connections to the Kelonik Web Site shall not make false, inexact or confusing indications and may only provide access to the pages in question and shall not copy or reproduce said pages either partially or entirely. Should the User misuse the Web Site and as a consequence of said misuse cause harm or damages to third parties, Kelonik may hold said User responsible for same, as it shall for any and all possible viruses or other computer software that may be introduced, generated or lodged in the Web Site and that deteriorate or could deteriorate its contents or proper functioning, or the hardware, systems or programs of Web Site Users. Kelonik shall be empowered to direct action against the User with regard to any and all claims, compensation, fines or administrative sanctions to which Kelonik might be subject and that are in fact the responsibility of any User of the contents or services of the Web Site. Any User who has knowledge of any action that is deteriorating or may deteriorate the proper functioning of the Kelonik Web Site, or that may modify or alter the content of same, shall communicate said situation to Kelonik via electronic mail. The User shall be responsible for maintaining the confidentiality of the passwords and user names that Kelonik assigns for certain services that it offers, and the User shall communicate with Kelonik regarding any unauthorized use of same, so as to solve said use, to the extent that this is possible within the fragility of Internet security, of which the User is aware. As a mechanism for registration and subscription, Kelonik makes use of cookies for the storage and supervision of personal data, storing same in its computer system with certain identity data. These cookies are used in order to offer the User a better and more personalized service, to estimate our audience, and to measure traffic parameters. In any case, Users may either allow or not allow the recording of cookies in their browsers.

Treatment of All Data of a Personal Nature

Kelonik's treatment of all data of a personal nature gathered through its Web Site includes automated incorporation of said data in its archives, for the purpose of making available to its Users the services that Kelonik provides or may provide. As the party responsible for the personal data that it collects, Kelonik incorporates said data into computer files with the aim, as consented to by the Users, of providing the services accepted and contracted, managing them, administrating them, modifying and expanding them, be this free of charge or not, and informing the Users of new services provided by Kelonik and/or by other companies of the group. Kelonik shall cede personal data to other firms in the group and to third party companies, for the same purposes detailed above, to which end the cession of personal data that will take place shall be indicated in the gathering of data, as shall the identity of the party that will receive said data and the purpose of said cession. Personal data shall be solicited on a voluntary basis, except when

indicated as compulsory for the provision of services contracted. Users must inform Kelonik of all modifications in or cancellations of personal data for the purpose of updating this information, nor shall Kelonik at any time be held responsible for not having knowledge of data that has been modified or cancelled. To this end, Kelonik places at the disposal of the User right of access, rectification, opposition and cancellation of his/her personal data in writing and accompanied by a photocopy of the User's National Identity Card as proof of identification, to be sent to the offices of Kelonik, Calle Badajoz 159 bis, 08018 Barcelona, or via e-mail to sk@kelonik.com. Minors accessing the services offered by Kelonik must present their personal data with the consent of their legal representatives; minors who do not obtain such consent shall abstain at all times from communicating their data in order to obtain the services of the Web Site. Kelonik has implemented both technical and organizational security measures into its information systems, offices and personnel, so as to guarantee the confidentiality and security of this data. Be that as it may, the User must be aware of the fact that in the Internet, foolproof security measures do not exist.

Applicable Law and Submission to the Courts

These General Terms are governed by the Laws of Spain. In case of any controversy that might arise from provision of the services that are the subject of these General Terms, Kelonik and the User hereby expressly reject any other authority that might correspond, submitting to the exclusive jurisdiction and competence of the Common Courts and Courts of Appeal of Barcelona (Spain).