



LEGAL NOTICE AND PRIVACY POLICY

The website *www.ontrackpet.com* (hereinafter, the "Website") is owned by **PINE GROVE S.L.**, with registered office in Gran Vía, 81 - 5ª Dpto. 6. 48011 Bilbao, Spain and C.I.F ESB95693768.

PINE GROVE S.L. welcomes you and invites you to read carefully the General Conditions of use of this Website (hereinafter, the "General Conditions of Use") that describe the terms and conditions that will be applicable to your navigation through it, in accordance with the provisions of the Spanish regulations of application. Since **PINE GROVE S.L.** could modify in the future these General Conditions of Use, we recommend that you visit them periodically to be duly informed of the changes made.

With the aim that the use of the Website complies with criteria of transparency, clarity and simplicity, **PINE GROVE S.L.** informs the User that any suggestion, doubt or query about the General Conditions of Use will be received and solved by contacting **PINE GROVE S.L.** through the email *info@ontrackpet.com*.

1. Object

PINE GROVE S.L. provides the content and services that are available on the Website, subject to these General Conditions of Use as well as the policy on the processing of personal data (hereinafter, the "Data Protection Policy"). Access to this Website or its use in any way gives it the qualification of "User" and implies the unreserved acceptance of each and every one of these General Conditions of Use, reserving **PINE GROVE S.L.** the right to modify them at any time. Consequently, it will be the responsibility of every User the attentive reading of the General Conditions of Use in force on each of the occasions in which he accesses this Website, so if the User does not agree with any of them, he must abstain with respect to the use of this Website.

Likewise, you are warned that, on occasion, special conditions may be established for

the use of the content and/or special services on the Website, the use of said contents or services will imply the acceptance of the specific conditions specified therein.

2. Services

Through this Website **PINE GROVE S.L.**, can offer Users the possibility of accessing:

- a) Information on the business activity of **PINE GROVE S.L.** and the range of services it offers, as well as the offers or promotions that in each moment could be in force, and, in his case, a Shop-on-line.
- b) Contact section, where the interested party can indicate their data, along with any query they wish to make, in order to be able to contact the client for further clarification.
- c) Section of subscriptions, where the user can indicate their data in order to be sent in a personalized way, information on the promotions that the company can offer at any time (hereinafter the "Services").

3. Privacy and Data Processing

When for accessing certain content or services it is necessary to provide personal data, Users will guarantee its veracity, accuracy, authenticity and validity. **PINE GROVE S.L.** will give said data the corresponding automated treatment according to its nature or purpose, in the terms indicated in the section of Privacy Policy.

4. Industrial and Intellectual Property

The User acknowledges and accepts that all the contents that are on the Website and especially, designs, texts, images, logos, icons, buttons, software, trade names, brands, or any other signs susceptible of industrial and/or commercial use are subject to Intellectual Property rights and that all the trademarks, trade names or distinctive signs, as well as all industrial and intellectual property rights, over the contents and/or any other elements inserted in the page, which are the exclusive property of **PINE GROVE S.L.** and/or from third parties, who have the exclusive right to use them in the economic traffic. Therefore, the User agrees not to reproduce, copy, distribute, make available or otherwise publicly communicate, transform or modify such content, keeping **PINE GROVE S.L.** unharmed of any claim arising from the breach of such

obligations.

In no case does access to the Website imply any type of waiver, transfer, license or total or partial cession of said rights, unless expressly stated otherwise. The present General Conditions of Use of the Website do not confer to the Users any other right of use, alteration, exploitation, reproduction, distribution or public communication of the Website and/or its contents other than those expressly provided herein.

Any other use or exploitation of any rights will be subject to the prior and express authorization specifically granted for this purpose by **PINE GROVE S.L.** or the third holder of the affected rights.

The contents, texts, photographs, designs, logos, images, computer programs, source codes and, in general, any intellectual creation existing on this site, as well as the site as a whole, as a multimedia artistic work, are protected as rights of author by the legislation in the matter of intellectual property. **PINE GROVE S.L.** owns the elements that make up the graphic design of the Website, the menus, navigation buttons, HTML code, texts, images, textures, graphics and any other content of the Website or, in any case, has the corresponding authorization for the use of said elements. The content provided on the Website may not be reproduced in whole or in part, neither transmitted, nor recorded by any information retrieval system, in any form or in any medium, unless prior authorization is granted in writing by the aforementioned Entity and/or its respective authors or owners. Moreover, it's strictly forbidden to erase, avoid and/or manipulate the "copyright", as well as any technical protection mechanisms, or any other information mechanisms that could be part of the contents.

The User of this Website undertakes to respect the rights enunciated and to avoid any action that could harm them, reserving in any case **PINE GROVE S.L.** the exercise of whatever means or legal actions in defense of his legitimate rights of intellectual and industrial property.

5. Obligations and Responsibilities of the Website User

The User agrees to:

a) Make an appropriate and lawful use of the Website as well as the contents and

services, in accordance with:

- (i) the applicable legislation at all times;
- (ii) the General Conditions of Use of the Website;
- (iii) the moral and good customs generally accepted and
- (iv) public order.

b) Provide all the means and technical requirements that are required to access the Website.

c) Provide truthful information by completing the forms contained in the Website with your personal data and keeping them updated at all times so that it responds, at all times, to the real situation of the User. The User will be solely responsible for the false or inaccurate statements made and the damages caused to **PINE GROVE S.L.** or to third parties for the information he provides.

Notwithstanding the provisions of the previous section, the User must also refrain from:

a) Make unauthorized or fraudulent use of the Website and/or contents for illegal purposes or effects, prohibited in these General Terms of Use, harmful to the rights and interests of third parties, or that in any way may damage, disable, overload, deteriorate or prevent the normal use of services or documents, files and all kinds of content stored on any computer equipment.

b) Access or attempt to access resources or restricted areas of the Website, without meeting the conditions required for such access.

c) Causing damage to the physical or logical systems of the Website, its suppliers or third parties.

d) Introduce or spread computer viruses or any other physical or logical systems that are likely to cause damage to the physical or logical systems of **PINE GROVE S.L.**, its suppliers or third parties.

e) Attempt to access, use and/or manipulate the data of **PINE GROVE S.L.**, third party providers and other Users.

f) Reproduce or copy, distribute, allow public access through any form of public communication, transform or modify the contents, unless you have the authorization of the owner of the corresponding rights or it is legally permitted.

g) Delete, hide or manipulate the notes on intellectual or industrial property rights and other data identifying the rights of **PINE GROVE S.L.** or third parties incorporated into the contents, as well as technical protection devices or any information mechanisms that may be inserted into the contents.

h) Obtain and try to obtain the contents using means or procedures different from those that, according to the cases, have been made available for this purpose or have been expressly indicated in the web pages where the contents are found or, in general, from those that are usually used on the Internet because they do not involve a risk of damage or disablement of the Website and/or contents.

i) In particular, and merely indicative and not exhaustive, the User undertakes not to transmit, disseminate or make available to third parties information, data, content, messages, graphics, drawings, sound and/or image files, photographs, recordings , software and, in general, any kind of material that:

(i) in any way it is contrary, disparages or attempts against the fundamental rights and public liberties recognized constitutionally, in the International Treaties and in the rest of the current legislation;

(ii) induce, incite or promote criminal, slanderous, defamatory, violent or, in general, contrary to the law, morals, generally accepted good practices or public order;

(iii) induce, incite or promote discriminatory actions, attitudes or thoughts because of sex, race, religion, beliefs, age or condition;

(iv) incorporate, make available or allow access to products, elements, messages and/or services that are criminal, violent, offensive, harmful, degrading or, in general, contrary to law, morality and generally accepted good practices or public order;

(v) induces or may induce an unacceptable state of anxiety or fear;

(vi) induce or incite to engage in dangerous, risky or harmful practices for health

and psychic balance;

(vii) is protected by the legislation on intellectual or industrial protection belonging to **PINE GROVE S.L.** or to third parties without having authorized the intended use;

(viii) be contrary to honor, personal and family intimacy or the image of people;

(ix) constitute any type of advertising;

(x) include any type of virus or program that prevents the normal operation of the Website.

If, to access some of the services and/or contents of the Website, a password will be provided, the User undertakes to use it diligently, keeping it secret at all times.

Consequently, the User will be responsible for its proper custody and confidentiality, undertaking not to assign it to third parties, temporarily or permanently, or to allow access to the aforementioned services and/or contents by third parties. Likewise, it is obliged to notify **PINE GROVE S.L.** about any fact that may imply an improper use of your password, such as, without limitation, your theft, loss or unauthorized access, in order to proceed with immediate cancellation. Consequently, until the previous notification is made, **PINE GROVE S.L.** will be exempt from any liability that may arise from the misuse of your password, being the User responsible for any illegal use of the contents and/or services of the Website by any illegitimate third party. If the User negligently or maliciously fails to comply with any of the obligations set forth in these General Conditions of Use, he will be liable for all damages and losses resulting from such breach for **PINE GROVE S.L.**

6. Responsibilities

PINE GROVE S.L. does not guarantee continuous access, nor the correct display, download or use of the elements and information contained in the pages, which may be impeded, hindered or interrupted by factors or circumstances that are beyond their control.

PINE GROVE S.L. is not responsible for the decisions that may be adopted as a result of access to the content or information offered. **PINE GROVE S.L.** may interrupt the

service or immediately resolve the relationship with the User if it detects that a use of its Website or any of the services offered in it are contrary to these General Conditions of Use. **PINE GROVE S.L.** is not responsible for damages, losses, harms, claims or expenses derived from the use of the Website. It will only be responsible for eliminating, as soon as possible, the contents that may generate such damages, provided that this is notified. In particular, it will not be responsible for the damages that could be derived, among others, from:

(i) interference, interruptions, failures, omissions, telephone breakdowns, delays, blockages or disconnections in the operation of the electronic system, caused by deficiencies, overloads and errors in telecommunications lines and networks, or any other cause beyond the control of **PINE GROVE S.L.**;

(ii) illegitimate intrusions through the use of malicious programs of any kind and through any means of communication, such as computer viruses or any other;

(iii) improper or inappropriate abuse of the Website

(iv) security or navigation errors caused by a malfunction of the browser due to the use of non-updated versions thereof. The administrators of **PINE GROVE S.L.** reserve the right to withdraw, totally or partially, any content or information present on the Website. **PINE GROVE S.L.** excludes any liability for damages of any kind that could be due to the misuse of the services freely available and used by Website Users. Also, **PINE GROVE S.L.** is exempt from any responsibility for the content and information that may be received as a result of the data collection forms, being available only for the provision of consultation services and questions. On the other hand, in case of causing damages and losses due to an illicit or incorrect use of said services, the User may be claimed by **PINE GROVE S.L.** of the damages or losses caused.

The User will defend, indemnify and maintain **PINE GROVE S.L.** undamaged against any damages and losses arising from claims, actions or claims of third parties as a result of your access or use of the Website. Likewise, the User undertakes to indemnify **PINE GROVE S.L.** against any damages and losses arising from the use of "robots", "spiders", "crawlers" or similar tools used for the purpose of collecting or extracting data or any other action on their part that imposes a unreasonable burden on the operation of the

Website.

7. Hyperlinks

The User undertakes not to reproduce in any way, even through a hyperlink, this Website owned by **PINE GROVE S.L.**, as well as any of its contents, unless expressly authorized in writing by **PINE GROVE S.L.**

The present Website, owned by **PINE GROVE S.L.**, includes links to other websites managed by third parties, in order to facilitate the User's access to the information of collaborating companies and/or sponsors. Accordingly, **PINE GROVE S.L.** is not responsible for the content of these websites, nor is placed in a position of guarantor or party offering the services and/or information that may be offered to third parties through the links of third parties.

The User is granted a limited, revocable and non-exclusive right to create links to the main page of this Website exclusively for private and non-commercial use. Websites that include links to this Website:

- (i) they can not imply that **PINE GROVE S.L.** recommend that website or its services or products;
- (ii) they can not falsify their relationship with **PINE GROVE S.L.** nor to affirm that **PINE GROVE S.L.** has authorized such link, nor include trademarks, denominations, trade names, logos or other distinctive signs of **PINE GROVE S.L.**;
- (iii) may not include content that may be considered distasteful, obscene, offensive, controversial, that incites violence or discrimination based on sex, race or religion, contrary to public order or unlawful;
- (iv) they can not link to any page of this Website other than the main page;
- (v) must link to the address of this Website, without allowing the website that makes the link reproduce this Website as part of its website or within one of its "frames" or create a "browser" on any of the pages of this Website. **PINE GROVE S.L.** may request, at any time, that you remove any link to the Website, after which you must proceed immediately to its elimination.

PINE GROVE S.L. can not control the information, content, products or services provided by other websites that have established links to this Website. Consequently, **PINE GROVE S.L.** does not assume any responsibility for any aspect related to such websites.

8. Data Protection

To use some of the Services, Users must previously provide certain personal data. For this, **PINE GROVE S.L.** will automatically process the Personal Data in compliance with Law 15/1999, of December 13, Protection of Personal Data and with Royal Decree 1720/2007, of December 21 (hereinafter the "LOPDCP").

PINE GROVE S.L. guarantees the protection of all personal data provided by the User in this Website and, in compliance with the provisions of the LOPDCP, informs you that:

- a) All personal data provided to **PINE GROVE S.L.**, will be processed by it in accordance with LOPDCP and will be incorporated into a file, created and maintained under the responsibility of **PINE GROVE S.L.**, which has been duly registered with the Spanish Agency for Protection of data.
- b) The data is collected with the purpose of managing and resolving the issues raised by the Users as well as supplying the products or providing the services of the company's activity.
- c) In the collection and processing of personal data, adequate security measures have been adopted to prevent loss, unauthorized access or manipulation thereof, in accordance with the provisions of the LOPDCP.
- d) **PINE GROVE S.L.** commits in protecting the confidential information that can have access to.
- e) **PINE GROVE S.L.** will not use in any case personal data that the User puts at its disposal to provide services to third parties other than those referred to in section b) of this document or, where appropriate, to achieve an own utility.
- f) The User certifies that he/she possesses the necessary legal capacity for the provision of consent regarding the processing of their personal data and all of it, in accordance

with the provisions of this Privacy Policy.

g) The User can, at any time, exercise the rights of access, rectification, cancellation and opposition to their personal data as well as the revocation of consent for any of the above-mentioned purposes, sending **PINE GROVE S.L.** duly signed letter to our address postal, indicated above, where the contact details are clearly stated, to which a photocopy of your ID or NIF or document proving your identity must be attached.

h) The User authorizes the automated processing of personal data provided in the terms indicated. If you authorize the processing of your personal data for the latter purpose, please check the following box: "I have read and accept the terms of the Legal Notice and Privacy Policy", which is found after the data collection form, in the "contact" section.

9. Cookies

PINE GROVE S.L. reserves the right to use the technology "cookie" on the Website, in order to recognize it as a frequent user and customize the use made of the Website through the pre-selection of its language, or more desired or specific content. The "cookies" used by the Website, or the third party acting on their behalf, are associated only with an anonymous user and their computer, and do not provide the user's personal data.

Cookies are files sent to a browser through a web server to record the User's navigation on the Website, when the User allows their reception. At the same time you can delete the "cookies" for which you should consult the instructions for using your browser. Thanks to "cookies", it is possible that **PINE GROVE S.L.** recognizes the browser of the computer used by the User in order to provide contents according to the navigation or advertising preferences and the demographic profiles of the Users, as well as to measure the visits and traffic parameters, and to monitor the progress and the number of tickets.

10. Duration and termination

The provision of the service of this Website and of the other services have in principle an indefinite duration. However, **PINE GROVE S.L.** may terminate or suspend any of the services of the Website at any time, when deemed appropriate. When possible, **PINE GROVE S.L.** will announce the termination or suspension of the provision of the

determined service.

11. Declarations and Guarantees.

In general, the contents and services offered on the Website are purely informative.

Therefore, when offered, **PINE GROVE S.L.** does not grant any guarantee or statement in relation to the contents and services offered on the Website, including, without limitation, guarantees of lawfulness, reliability, usefulness, accuracy, or merchantability, except to the extent that by law they can not exclude such statements and guarantees.

12. Overwhelming force

In any case, PINE GROVE S.L. will not be responsible in case of the impossibility of providing the service provided on the Website, if this is due to prolonged interruptions of power supply, telecommunications lines, social conflicts, strikes, rebellion, explosions, floods, acts and omissions of the Government, and in general all cases of force majeure or fortuitous events.

13. Resolution of controversies. Applicable law and jurisdiction

These General Conditions of Use, as well as the use of the Website, will be governed by Spanish legislation. Any dispute will be resolved before the courts of the domicile of the owner of the Website.

In the event that any provision of these General Terms of Use is unenforceable or void by virtue of the applicable law or as a consequence of a judicial or administrative decision, such unenforceability or nullity will not cause these General Conditions of Use to be unenforceable or null as a whole. In such cases, **PINE GROVE S.L.** will proceed to modify or replace said stipulation with another that is valid and enforceable and that, as far as possible, achieve the objective and claim reflected in the original stipulation.