

GENERAL CONDITIONS OF USE OF THE BALEARIA.COM WEBSITE

Title I "General points and acceptance of the general conditions of use of the website"

1. GENERAL ASPECTS

The owner of this website is **BALEÀRIA EUROLÍNEAS MARÍTIMAS S.A.**, tax ID A53293213, a Spanish company registered in the Commercial Registry of Alicante in volume 2,133 of book or folio 143, section 8, page A-48549. The main office of BALEÀRIA EUROLÍNEAS MARÍTIMAS S.A. is located at Estación Marítima S/N - 03700 Dénia, Alicante. By using this website, you accept the use of these Conditions of Use.

BALEARIA is not responsible for ticket sale conditions in dirhams, since these sales are made through the company EUROMAROC DETROIT SARL.

2. PERMITTED USE

The purpose of the material, content and services of this website is merely personal and in no case commercial. The use of any automated system or software to extract data from this website for commercial purposes is prohibited. We reserve the right to take the actions we consider necessary in response to any unauthorised use of this website without prior notification. These actions can include, among others, the cancellation of your reservation, denial of access to our website or the commencement of legal proceedings.

3. LINKS TO OTHER WEBSITES

This website may include links or references to other websites. BALEÀRIA EUROLÍNEAS MARÍTIMAS S.A. does not assume any responsibility and is not liable in any way for the

content, advertising or products available on those websites. Unless otherwise stated, BALEÀRIA EUROLÍNEAS MARÍTIMAS S.A. does not endorse the products or services offered on these sites.

4. LIMITED LIABILITY

This website is provided "as it is". BALEÀRIA EUROLÍNEAS MARÍTIMAS S.A. makes all reasonable efforts to ensure the information that appears on this website is accurate and updated, in addition to guaranteeing a rapid and reliable service. BALEÀRIA EUROLÍNEAS MARÍTIMAS S.A. does not assume any responsibility arising from losses or damage which could occur due to the use of this website or any other website the user is directed to from this website. BALEÀRIA EUROLÍNEAS MARÍTIMAS S.A. also does not assume any responsibility for any loss or damage deriving from the use of the information contained on this website or or any other website the user is directed to from this website.

5. CHANGES TO THIS WEBSITE

We reserve the right to make improvements or modifications that affect the information, services, products and other content that appear on this website when we consider it necessary and without prior notification.

6. CHANGES OF CONDITIONS OF USE

We reserve the right to change, modify, adapt, add or delete parts of these of Conditions of Use when we consider it necessary and without prior notification. The continued use of the website implies your acceptance of these changes in the Conditions of Use.

Title II "general conditions of use of the website"

These General Conditions will apply both to promotional activity and the provision of information carried out through the website and the provision of the services offered on

the website, in such a way that these conditions will govern the browsing the website and the acquisition of goods and/or provision of services from the website. However, these latter activities additionally will be subject to these General Conditions of Use and the applicable general contract conditions, in addition to particular conditions, which where appropriate, could exist.

1. PERSONAL DATA PROTECTION POLICY

1.1. In accordance with Article 13 of Regulation (EU) 2016/679 of 27 April, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data, you are hereby informed that your data will be processed by BALEÀRIA EUROLINEAS MARÍTIMAS S.A. (henceforth BALEÀRIA), as the party responsible for these. The purpose of the processing is to manage the booking for the requested trip. This processing is legitimised by the conclusion of a transport contract. The data collected may be transferred to Public Authorities and State Security Forces, always in a justified manner and limited to the previously defined purpose, as part of the provision of agreed products or services. The data collected will be kept for as long as there is a mutual interest and as long as it is necessary to comply with the in-force legislation.

If you do not provide the requested information, BALEÀRIA will be unable to manage the trip that you select. If you consider that the processing does not comply with the current regulations, you may file a complaint with the supervisory authority at www.agpd.es.

1.2. The User expressly accepts the inclusion of the data collected while browsing the website, or provided through any form, as well as those resulting from the commercial relationship, in the automated personal data file referred to in section one. During the data collection process, and anywhere on the website where this information is requested, the User will be notified, via a hyperlink or through the inclusion of the appropriate references on the form, whether the collection of these data is binding or non-binding except for booking reservations. In this case, BALEÀRIA hereby informs the

User this will not be considered voluntary. Consequently, their inclusion will be required to formalise the provision of the service, to provide data related to identity, address and credit card number to make the payment, as this information is necessary for the formalisation and provision of the different services offered on the website.

1.3. The User may exercise, in regard to the data collected in the manner provided in the previous section, the rights recognised under Organic Law 3/2018, and in particular the right to access, amend, cancel or object to your data, as long as it is relevant, as well as your right to revoke your consent for the transfer of your data or for any of the uses indicated above. Users can exercise the rights referred to in the preceding paragraph through a written and signed request sent to the following address: BALEÀRIA EUROLÍNIES MARÍTIMES, S.A., Marketing Department, Estación Marítima s/n 03700 Dénia (Alicante) or by sending an email to info@balearia.com

1.4. BALEÀRIA hereby informs you that for the user to access any part of the content or services offered on the website, it might be necessary to have completed registration forms, or something similar, in which the user is asked to provide personal data. Likewise, it is possible that BALEÀRIA, with the aim of improving its services, enables "cookies" programmes through which user data is obtained.

Cookies are small amounts of information stored in the browser that users use so that the server remembers certain information which only the server that implemented it will subsequently read.

Cookies are generally stored for a limited period of time. No cookie allows for contacting the user's telephone number, email address or any other means of contact. No cookie can extract information from the user's hard drive or steal personal information. The only way a user's personal information can be part of the cookie file is if the user personally gives this information to the server. Users who do not wish to receive cookies or want to be notified of their use can set their browser to this end.

1.5. By accepting these conditions, the User expressly consents to the transfer or

communication of the data included in the previously mentioned file to BALEÀRIA EUROLÍNIES MARÍTIMES S.A., for the purpose of being able to process their personal data and receive advertising offers and messages via any system, in relation to our products and services. The User is hereby informed that this transfer will take place at the time their personal data is collected. With regard to the personal data provided, the User has the rights of access, opposition, rectification and erasure, which may be exercised before the owner of the file or any of the recipients in the manner provided for in section 1.3 above.

1.6. BALEÀRIA undertakes in the use of the data included in the file, to respect their confidentiality and to use them in accordance with the purpose of the file, as well as to comply with the obligation to keep them and implement all measures aimed at avoiding their unauthorised alteration, loss processing or access, in accordance with the provisions of the Regulation of Security Measures of automated files that contain personal data, approved by Royal Decree 994/1999, of 11 July.

1.7. Regarding the service of collecting and processing CVs offered on the website, we hereby inform you that by sending us your CV, you are expressly authorising and giving your consent to BALEÀRIA regarding the use of the data you provide or might provide in the future for their processing, for the sole and exclusive purpose of considering these data for the selection of employees or candidates that this process might require.

BALEÀRIA guarantees the secrecy and confidentiality of these data, under the same terms as those provided for in this condition. Moreover, the provisions contained in this condition in relation to the use and purposes of the data and the exercise of your ownership rights shall also apply.

2. INTELLECTUAL AND INDUSTRIAL PROPERTY

2.1. All the content contained on the website, and in particular, designs, texts, graphics, logos, icons, buttons, software, trade names, trademarks, drawings or any other symbol susceptible to commercial and industrial use, are subject to the intellectual and industrial property rights of BALEÀRIA or third-party holders of these rights that have duly authorised their inclusion on the website.

2.2. At no time shall it be understood that this implies a renunciation, transmission, licence or total or partial transfer of these rights, or confers any right or expectation of rights, in particular, alteration, exploitation, reproduction, distribution or public communication of this content without the prior express authorisation of BALEÀRIA or the corresponding holders.

3. LIABILITY OF BALEÀRIA.

3.1. BALEÀRIA will only be liable for the damage the user might suffer as a result of the use of the website when this damage is attributable to a wrongful action of this company.

The User recognises and accepts that the use of the website, as well as the provision of the services offered on it, is carried out at your sole risk and responsibility.

3.2. BALEÀRIA will not be liable for any damage that might arise from, including but not limited to, (i) Interferences, omissions, interruptions, computer viruses, malfunctions and/or disconnections in the operation of this electronic system or in the devices and computer equipment of Users, due to circumstances not attributable to BALEÀRIA, which prevent or delay the provision of the services or browsing the system; (ii) Delays or blocks in use caused by deficiencies or overloading on the Internet or on other electronic systems; (iii) That could be caused by third parties through unlawful interference beyond the control of the Bookings and which are not attributable to BALEÀRIA; (iv) Discrepancies in the information, documentation and/or content of the

webpage that might exist between the electronic version and the printed version; (v) Due to the impossibility of providing the service or permitting access for reasons not attributable to BALEÀRIA, due to the User, third parties, or to cases of force majeure.

3.3. BALEÀRIA does not control, in general, the use which Users make of the website. In particular, BALEÀRIA does not guarantee under any circumstances that Users will use the website in compliance with the law, these General Conditions, generally accepted moral standards and good practice, or that they will do so diligently and prudently.

3.4. Within the website, links can be made to other websites over which Baleària does not exert control and for whose content it does not assume responsibility. Likewise, Baleària will not be responsible for the technical availability of the webpages the user accesses via its website. The User exclusively assumes the responsibility of the damages and losses which could derive from access to this content, as well as any other damages and losses caused to their computer system by any other damage or loss caused to their computer system by any material downloaded or otherwise obtained through the use of the services or by any loss of data resulting from the downloading of this material.

Moreover, Baleària will not be liable for the damages and losses which could derive from the violations of any user that affect the rights of other users, or third parties, including the rights of copyright, trademarks, patents, confidential information and any other intellectual and industrial property right.

4. OBLIGATIONS OF THE USER

4.1. In general, the User is legally bound to comply with these General Conditions of Use and the Particular Conditions that apply, as well as with the special notifications or guidelines of use contained in them or on the website, and always in accordance with the law, custom and in good faith, observing proper diligence in terms of the nature of

the service provided, avoiding using the website in any way which could prevent, harm or disrupt its normal functioning, the property or rights of BALEÀRIA, its providers, other Users or, in general, any third party.

4.2. Specifically, and without this entailing any restriction on the general obligation that the User assumes in accordance with the previous section, the User shall, in the use of the website, as well as in the provision of the services: (i) In the case of registering, the User undertakes to provide the data provided truthfully and to keep them updated; (ii) Not to introduce, store or disseminate on or from the website any information or material considered defamatory, slanderous, obscene, threatening, xenophobic, that provokes violence or racial, sexual, ideological or religious discrimination or anything against morality, public order, basic rights, public liberty, honour, intimacy, third parties' prestige or the legislation in force. ; (iii) Not to introduce, store or disseminate through the website any computer programme, data, virus, code, hardware or telecommunications equipment or any other electronic or physical instrument or device that is susceptible to causing damage to the website, in any of the services, or in any of the equipment, systems or networks of BALEÀRIA, of any User, of BALEÀRIA's providers or, in general, any third party, or that in any other way is capable of causing them any kind of alteration or prevents their normal functioning; (iv) to safeguard in an adequate manner the "Username " and "Password" that BALEÀRIA provides to Users, as identifiers or enablers for access to the different services offered on the website, undertaking not to transfer their use or allow third parties to access them, assuming responsibility for the damages and losses which could derive from improper use of them. Likewise, the User undertakes to notify BALEÀRIA, as quickly as possible, of their loss or theft as well as any access risk to the "Username" and/or "Password" by a third party; (v) Not to engage in advertising, promotional or business activities via the website, not using the content and in particular, the information obtained through the website for sending advertising, sending messages for the purpose of direct sales, nor for collecting or storing third party personal data; (vi) Not to use false identities or impersonate the identity of others for use of the website or of any of the web services, including the use, if applicable, of the passwords or access codes of third parties or the

use of passwords or access codes in any other way; (vii) Abstain from destroying, altering, making use of, making unusable or damaging the electronic data, information, programmes or electronic documents of BALEÀRIA, its providers or third parties; (viii) Not to introduce, store or disseminate through the website any content that violates intellectual or industrial property rights or business secrets of third parties, or any content of which it does not have the right, according to the law, to transmit to third parties.

The communications that BALEÀRIA sends to the User will be made according to the information the User provides when registering on the website.

The User expressly accepts, and for all communications related to the use of the website, and/or the procurement of the services offered on it, the use of email as a valid means for sending these communications.

5. APPLICABLE LAW. JURISDICTION

5.1. These conditions will be governed by Spanish legislation, which will be applicable in all matters that are not covered in this contract concerning interpretation, validity and execution.

Title III "Conditions for the provision of services between BALEÀRIA and users"

1. GENERAL CONTRACT CONDITIONS. PRE-CONTRACT INFORMATION

1.1. These general contract conditions along with specific conditions which may be established, where applicable, will expressly regulate the relationship that develops between BALEÀRIA EUROLÍNIAS MARÍTIMES S.A., with registered office at Estación Marítima S7nS 03700 Dénia (Alacant), with tax ID A53293213 ("BALEÀRIA") and third

parties ("Users") that contract the provision of the services or products offered on the website.

1.2. These General Conditions have been developed in accordance with Law 34/2002, on information society services and electronic commerce; Law 7/1998 which regulates telephone and electronic contracting with general conditions in the development of article 5.3 of Law 7/1998; general Law 26/1984 for the Protection of Consumers and Users; Law 7/1996 on retail commerce; Royal Decree-Law 14/1996 governing electronic signatures and any other laws which could apply.

1.3. Use of the website and of any of the services of the same means that you agree as the user, without any reservation, to all these general contracting conditions, general conditions for the use of the website or, if this be the case, the Particular Conditions which govern the acquisition of products or services.

1.4. BALEÀRIA hereby informs you that the procedures for the purchasing of goods and/or obtaining the provision of the offered services are the ones described in these general conditions, as well as other specific ones indicated on the screen while browsing, such that the User declares to know and accept these procedures as necessary for accessing the products and services offered on the website.

1.5. BALEÀRIA will store all the information provided during the contracting process so that the User can, either in writing or by email, request information about the operations carried out by the User within the previous 6 months. Any modification and/or correction of the data Users provide while browsing must be made according to the instructions included on the website.

1.6. Users who contract services through BALEÀRIA's website declare themselves to be of legal age (18 years old). In the event of a minor contracting these services, the minor's parents or guardians will be required to give their authorisation for him/her to be able to contract the service.

2. TRANSPORT CONTRACT

2.1. Passengers without a vehicle must be ready to board 60 minutes before the vessel's departure, while passengers boarding with a vehicle must arrive 90 minutes prior to departure. Except on the Valencia <> Mostaganem line, for which they must arrive 4 hours before the vessel's departure time. If you do not have boarding passes beforehand, within these limits, the Company reserves the right to freely dispose of the place assigned to the passenger or vehicle.

2.2. This ticket is personal and not transferable. The license plate of the vehicle to be transported must be the one that appears on the ticket. Passengers without a vehicle on board have the right to transport luggage for a single trip and may transport their baggage from the Maritime Station to their accommodation on board the vessel. If you have more luggage, you must contact a transport company, a service which we offer on our website. If you fail to meet these requirements, you may be denied boarding and you will not receive a refund.

2.3. The company is not responsible for possible thefts or lost baggage or personal objects belonging to passengers. We recommend passengers carry their valuables themselves.

2.4. Any claim, to be accepted, must include the booking documents, agreeing to all the terms and conditions that appear in them by the mere fact of having served as a transport document.

2.5. Passengers may obtain a refund from the Company for the amount of the ticket, if the ticket is not used, as long as the contracted price allows for it, in accordance with the following conditions:

a). If the time of cancellation is within 24 hours from the time of booking, and there are more than 2 hours before departure, 100 percent of the ticket price will be refunded.

b). If the time of cancellation is more than 24 hours after booking and the request is made within 168 hours before departure, 10 percent of the ticket price will be deducted.

c). If the time of cancellation is more than 24 hours after booking and the request is made between 48 hours and 24 hours before departure of the vessel, 20 percent of the ticket price shall be deducted.

d). No refund will be made for tickets submitted for cancellation less than 24 hours prior to departure of the vessel, with the exception of point a).

2.6 All "mini" fares and Offers admit changes of date/time with a 20€/booking penalty plus the possible increase in the price as long as the change is made 2 hours prior to the departure date/time of the originally contracted trip. The complete and "reduced" fares allow changes without a 20€ penalty, although there could be an increase in the fare from one date to another, as long as these changes are made before 2 hours before the departure date/time of the initially booked trip.

2.7. Timetables and routes may vary due to malfunctions, unforeseeable circumstances or force majeure. In these cases, the company will adopt measures under its control to notify affected passengers of these changes. In case of necessity due to the above causes, the carrier can find another carrier or use other vessels.

2.8. In case the contracted trip does not take place, due to malfunctions, unforeseeable circumstances or force majeure, the Company does not assume any more liability than the obligation to refund the full amount of the ticket.

2.9. Passengers who do not board, for any reason beyond the Company's control, will not be entitled to a refund of the amount of the ticket.

2.10. OPEN tickets are valid for 18 months from the issuing date, their use being conditional upon their being booked in advance. The contracted fare will be maintained until 15 January. After this, the return trip can be concluded by paying the supplement corresponding to the increase in fares for the year.

2.11. The transport of vehicles covered by this ticket is carried out in accordance with current legislation on the matter and international agreements ratified by Spain.

2.12. To exercise actions resulting from this ticket on domestic (cabotage) shipping lines, the jurisdiction resulting from the implementation of Spanish procedural law in force will apply. When the maritime transport is carried out on international lines, the jurisdiction of the courts resulting from the implementation of the Athens Convention of 1974 and/or its amending instruments will apply.

2.13. Passengers have the right to withdraw from the transport contract within 14 calendar days without having to justify this.

The withdrawal period will expire within 14 days of the conclusion of the contract.

To exercise your right of withdrawal, you must notify the company (indicating your

name, complete address and, if you have them, your telephone number, fax number and your email address), of your decision to the withdraw from the contract through a clear statement (for example, in a letter sent by post, fax or email).

To meet the withdrawal deadline, it will suffice that the communication concerning your exercising this right be sent before the corresponding deadline.

Consequences of withdrawal:

If you choose to withdraw from the contract, the company will refund all the transport payments received from the passenger, including delivery charges (except for additional expenses resulting from your choice of a delivery mode different from the least expensive ordinary mode of delivery that we offer) without any undue delay and, in any case, within 14 calendar days of the date on which you notify the company of your decision to withdraw from the contract.

The company will make the reimbursement using the same payment method the passenger used for the initial transaction, unless otherwise expressly indicated; in any event, you will not incur any expense as a result of the reimbursement.

3. SERVICES OFFERED. ACCESS TO THE SERVICES.

3.1. The services offered on the website -publication of information and ticket sales- will be governed by what is set forth in these General Conditions such as, in particular, what is provided in the Particular Conditions established for each one of the services.

3.2. To receive the provision of any of the services offered through the website, the User can be given a Username and secret code ("Password"). The Username and Password provided by BALEÀRIA to the User are identifiers and enablers for access to the services, and are personal and not transferable. BALEÀRIA may, giving adequate

prior notice, make changes to the Username and/or Password, in which case, the changed codes will no longer be valid.

3.3. All technical means and requirements for accessing the website and the services offered on it are the sole responsibility of the user, as well as any expenses or taxes resulting from the provision of such services.

3.4. After accessing the website and making use of the different services, the User must follow all the instructions and directions that appear on the screen, completing the Particular Conditions and other forms established for each service. This entails reading and accepting the general conditions set forth in the General Conditions of Use of the Website, the General Contract Conditions and, where applicable, the Particular Conditions.

4. APPLICABLE LAW. JURISDICTION

4.1. This contract will be governed by Spanish law, which will be applicable in all matters not covered in this contract concerning interpretation hereof, validity and execution.