

# TRASMEDITERRANEA

## **LEGAL WARNING, GENERAL CONDITIONS OF USE AND PRIVACY POLICY-COMPAÑÍA TRASMEDITERRÁNEA, S.A.**

Trasmediterranea is the largest Spanish shipping company and one of the largest in Europe, with more than 20 operational passenger and freight ferries that link the main ports of mainland Spain with the Balearic and Canary Islands, the autonomous cities of Ceuta and Melilla and with North Africa throughout the year. It belongs to Acciona, one of the main Spanish companies that operates in infrastructure, energy, water and services in more than 30 countries.

### **1. Identification Information:**

The owner of this website is COMPAÑÍA TRASMEDITERRANEA S.A., with business address at Anabel Segura Street 11, Albatros Building Complex, Building D, 2nd Floor, 28108 Alcobendas, Madrid and C.I.F A28018075. Registered in the Madrid Commercial Registry in Volume 19.397, Sheet 124, Page M-45.359. E-mail contact [info@trasmediterranea.es](mailto:info@trasmediterranea.es). Access and use of the website by the user implies awareness and acceptance without reservations of the following General Conditions.

### **2. General Conditions of Use and acceptance thereof:**

The present General Conditions of Use of the Website, along with the general contract conditions that govern the provision of services and/or the individual conditions that may be established, have the purpose of regulating both the information that is provided as well as business relationships that occur between Cía. Trasmediterránea and the users of the website. Both browsing and/or using any of the website services imply acceptance on behalf of the User, without reservations of any kind, of each and every one of the present General Conditions of Use from the General Contract Conditions that govern the provision of services offered on the website and/or from the individual conditions that may be established.

The information that appears on this website is valid on the date of its latest update. Cía.

Trasmediterránea reserves all rights to update, modify or delete information from this website, and may limit or disallow access thereto.

This website may not be altered, changed, modified or adapted. However, Cía. Trasmediterránea reserves the right to make as many changes and modifications that they deem appropriate, at any time, and may make use of that right at any time without previous warning.

Cía. Trasmediterránea reserves the right to update the general transportation conditions at any time. These changes and modifications shall not affect the contracts already agreed to between Cía.

Trasmediterránea and its clients, regardless of modifications that may be mutually agreed to, unforeseen circumstances or cases of Force Majeure.

### **3. Intellectual and Industrial Property:**

All website content, such as photographs, graphics, images, texts, icons, technology, software, links and the other audiovisual content or sounds, in addition to the graphic design (hereinafter called the "Content") and source codes, are the intellectual property of Cía. Trasmediterránea, the website developer, or third parties and are properly registered or in the process of registering, without any of the rights of use being ceded to the User beyond what is strictly necessary for the correct use of the website.

Cía. Trasmediterránea does not grant any license or authorization of use of any kind to its intellectual and industrial property rights or rights related to the web page and the services offered.

Modifying, copying, altering, reproducing, adapting or translating the content by the User or third parties is expressly prohibited without authorization thereof.

The User is authorized to copy and print extracts or documents from this website, except for content that is the property of a third party and that has been identified as such, for non-commercial use, as long as these copies and print-outs show the copyright notices and other intellectual property rights and all the exemptions from liability present therein. None of the logos and registered trademarks of Cía. Trasmediterránea may be used or reproduced without our previous written authorization.

Making these elements, which are the property of Cía. Trasmediterránea or of third parties, available that appear on the website do not imply, in any case, the cessation of ownership thereof or the concession of rights of use in favor of the User.

Regardless of what was specifically mentioned previously, the total or partial reproduction of this website content in any way, including the framework, the creation of any work derived from this website and/or in its content and the incorporation of its content to other web pages, to electronic recovery systems or to publications are prohibited.

If any User or third party considers that their legal rights have been violated due to certain content being included on the website, they must report this circumstance immediately to Cía. Trasmediterránea.

Any attempts to obtain web content by any means other than those that are made available to the Users in addition to those that are normally used on the network are prohibited, as long as they do not cause any damage to the website of Cía. Trasmediterránea.

Users that voluntarily provide images and other graphic or multimedia information to Cía.

Trasmediterránea, at the same time cede their rights of reproduction during the time that said material

remains on the web server. In any case, Cía. Trasmediterránea, shall have no obligation to the user with respect to said information, and reserves the right to withhold it at any time and without prior warning.

#### **4.Exclusion from liability:**

Cía. Trasmediterránea shall not be liable for possible damages or losses that may derive from interferences, omissions, interruptions, IT viruses, telephone repairs or disconnections in the operational functioning of this electronic system, caused outside of Cía. Trasmediterránea; for delays or blocks in the use of the present electronic system caused by deficiencies or overcharges in the Data Processing Center, of telephone lines, in the Internet system or in other electronic systems; nor for damages that may be caused by third parties through illegitimate omissions outside the control of Trasmediterránea. In addition, Cía. Trasmediterránea is exempt from all liability for any damage or loss that the user may suffer as the result of errors, defects and omissions, in the information provided as long as they were caused by foreign sources. Notwithstanding the previous statement, in no case shall the existing contracts between Trasmediterránea and its clients be affected except in cases of unforeseen circumstances or Force Majeure.

#### **5.User Obligations:**

In general, the User is required to comply with the present General Conditions of Use, in addition to complying with the special warnings or instructions of use contained therein or on the website and always operate according to the law, good practices and the demands of good faith, using due diligence adequate to the nature of the service that they enjoy, abstaining from using the website in any way that may impede, damage or deteriorate the normal functioning thereof, the property or rights of Cía. Trasmediterránea, its suppliers, the rest of the Users or in general of any third party.

Specifically and without it implying any restriction to the obligation assumed by the User with general character of conformance with the previous paragraph, the User is committed to using the services and content of the website in conformance with the law, the present General Conditions of Use, and are obligated to: (i) truthfully provide information and keep it updated; (ii) not enter, store or disseminate on or from the website, any information or material that is defamatory, harmful, obscene, threatening, xenophobic or incites violence based on race, sex, ideology, religion or any other prejudiced form against morals, public order, fundamental rights, public liberties, honor, intimacy or image of third parties and in general, the valid standard; (iii) not enter, store or disseminate any computer program, information, virus, code, hardware or telecommunications or any other instrument or electronic or physical device on the website that is susceptible to causing damages to it, to any services or to any equipment, systems or networks of Cía. Trasmediterránea, of any User, of the suppliers of Cía.

Trasmediterránea or in general of any third party, or that in any other form is capable of causing any type of alteration or impeding the normal functioning thereof; (iv) adequately store the "Username" and the "Password" that are provided by Cía. Trasmediterránea to the Users, as identification and enabling elements for access to the different services offered on the website, and are committed to not cede their use, nor permit access to them to third parties, assuming responsibility for the damages and losses that may derive from the improper use thereof. Likewise, the user is committed to communicating to Cía. Trasmediterránea, as soon as possible, loss or theft in addition to any risk of access to the "Username" and/or the "Password" by a third party; (v) not perform marketing, promotional or commercial activities on the website, not to use the content and specifically, the information obtained through the website in order to issue publicity, send messages for direct sales purposes or any other commercial purpose, nor to collect or store personal information from third parties; (vi) not use false identities or supplant the identity of others in using the website or in the use of any of the services of the website, including the use, if applicable, of passwords or access codes of third parties or of any other form; (vii) not destroy, alter, use for your own benefit or damage the data, information, programs or electronic documents of Cía. Trasmediterránea, its suppliers or third parties; (viii) not enter, store or disseminate through the website any content that infringes on the rights of intellectual or industrial property or business secrets of third parties, or in general any content that is not permissible, in conformance with the law, to be made available to third parties.

The communications of Cía. Trasmediterránea to the User shall be carried out in conformance with the information provided when registering for the website. The User that contracts services through the website shall state that they are of adult age in conformance with Spanish law and in the case of hiring minors, authorization from the parents or tutors is required in order to be able to enjoy the contracted service.

## **6. Personal Data Protection Policy**

For the purposes of Organic Law 15/1999, December 13, regarding Personal Data Protection Policy, you are hereby informed that the data collected in this form or other information that you provide at any time throughout your relationship with the company on the website may be included in an automated and/or non-automated personal database whose purpose is to manage reservations and issue tickets. The checked boxes are mandatory, and so not filling them out shall be understood as not obtaining the product or service requested on your behalf.

By virtue of sending the present form, the user expressly consents to the handling of their information as the communication thereof, with the aforementioned purpose, to companies associated with Cía. TRASMEDITERRANEA or others with which on occasions, Cía. TRASMEDITERRANEA has

signed a commercial or collaborative agreement, and the recipients of the information are the commercial departments of those companies.

Cía, TRASMEDITERRANEA S.A. with business address at Anabel Segura Street 11, Albatros Building Complex, Building D, 2nd Floor, 28108 Alcobendas, Madrid, and as the entity liable for the database, guarantees exercising of the rights of access, rectification, cancellation and objection of the data provided, for which they should send an e-mail to the following address [ventaspasajeonline@trasmediterranea.es](mailto:ventaspasajeonline@trasmediterranea.es) providing the following information: Username, first and last name, in addition to your DNI/PASSPORT number that appears in our database. Like with the use of the data included in the database, we are committed to respecting confidentiality and to use them according to the purposes of the database, registered with number 2023220050 in the Spanish Data Protection Agency.

## **7.Applicable Law and Jurisdiction**

The present General Conditions shall be interpreted and governed in conformance with Spanish legislation.

For any legal question derived from the existence, access, use or content of the General Conditions, both the Client and Cía. Trasmediterránea, expressly waive any other jurisdiction that may apply, and are subject to the exclusive jurisdiction of the Courts of Alcobendas (Madrid)

## **8. Secure payment**

Trasmediterranea provides you with a new way to pay online with 3D Secure. It is a new secure electronic purchasing system that increases the security level for Visa Verified and MasterCard SecureCode payments.

After entering your credit card information on our website, a new window will appear asking for your personal security code (PSC). Using this system that requests a code, your card's information is protected against unauthorised use and you can feel safe when purchasing tickets from

Trasmediterranea. Please note that this pop-up window is the responsibility of your bank and as such, should any issues arise with it, you should contact your bank.

This ensures that the payment is made by the real card holder, practically reducing fraud to zero.

In addition, the transaction is carried out almost entirely on your bank's secure servers and therefore we never have access to your card's information.

For more information, consult Payment with [3D Secure](#) in the Passenger Guide.

## **9. Conditions of the transport contract**

Customers who purchase a ticket with Trasmediterranea are subject to the conditions of the transport contract that are available at the points of sale, maritime stations and on the company's website.

This document contains the procedure for ticket changes, cancellations and refunds, time limits for boarding and conditions of baggage and prohibited objects, among other points. ([Check the Conditions of the transport contract](#))