

LEGAL INFORMATION. USE AND WEBSITE NAVIGATION

www.canaryshuttle.com

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registration details: Registered at the Mercantile Register of Las Palmas, Volume 2337, Folder 126, Page GC-62011.
Domain name: www.canaryshuttle.es

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1. CONTENT AND COMPLIANCE

This legal information document notice includes access, use, navigation and legal conditions applicable to the website www.canaryshuttle.com (hereinafter referred to as the "**Website**"), enabled primarily to describe urban and suburban passenger transportation services provided by the Canary Islands (Spain) tourist intermediary company, MOVILIDAD TURÍSTICA CANARIA, S.A.U., and to describe the buying/booking online process for these transport services. On the Web site there is information about products/services offered MOVILIDAD TURÍSTICA CANARIA, S.A.U., allowing the purchase/book online of those services.

"**User**" is the person who accesses, uses or navigates through the Website, as well as the person who acquires the services and/or products, free or not free, through the Web Site.

Web Site full legal information (hereinafter referred to as the "**Complete Legal Information**") is formed on a joint basis, constituting a unit, the text contained in the On-line booking general terms as well as in the Legal Information, the

Privacy Policy and Cookies Policy, documents that can be accessed via a link at the web site footer (hereinafter, all documents referred collectively as the "**Complete Legal Information**"). Consequently, the interpretation and consideration of the Legal Information of the Website must be carried out jointly by all the documents.

Access, use and browsing of the Website by the User, as well as the on-line purchase/reservation of products and services, are free and voluntary acts and imply the User's express consent and full compliance with the full content of the so-called '**Complete Legal Information**' (Legal Information document, General Conditions of on-line contracting document and reservation conditions (in the case of on-line purchase/reservation of products and/or services), Privacy Policy document and Cookies Policy document), and with the processing of your personal data in accordance with the same, so if you do not agree with any of the terms set out in these documents, please do not provide us with personal data or use the Website or any of the services made available on it, or carry out your online purchase/booking.

The User can print and digitally store all the aforementioned documents, which are permanently available via a direct access link available at the bottom of the Website.

It is recommended the reading of the Complete Legal Information (Online Reservation Services - General Terms and Conditions, Privacy Policy and Cookies Policy), on a regular basis, even every time you access the Web Site and, in any case, whenever you decide to carry out your purchase/ booking online and/or when providing us personal data via the website, because its content may be subject to change. Any modification will be duly published and will be always accessible on the website, referring to their version and date.

2. IDENTIFICATION OF DOMAIN HOLDER AND SERVICE PROVIDER ID AND CONTACT DETAILS.

In compliance with the Law into force, it is informed that the domain holder of the website www.canaryshuttle.com (website) and the company that provides its services and offers its products through it as the person responsible for the treatment of personal data, is:

CANARY TOURIST SHUTTLE, S.L. ("CANARY SHUTTLE"), a Spanish corporation with Tax Identification No. A-33035585. Registered address: alle las Mimosas, s/n Pc 126-127 Agüimes C.P. 35118 Las Palmas de Gran Canaria (island of Gran Canaria, Autonomous Community of the Canary Islands, Spain). Registration details: Registered at the Mercantile Register of Las Palmas, to Volume 2337 General Companies, Folio 126, Page GC-62011.

Tourist intermediary, with the license number: File No. I-0005039.1 of the Government of the Canary Islands.

To establish direct contact with CANARY TOURIST SHUTTLE, S.L.:

- Postal Address: C/ Las Mimosas, s/n Pc 126-127 Agüimes C.P. 35118 Las Palmas de Gran Canaria (island of Gran Canaria, Autonomous Community of the Canary Islands, Spain).
- Phone number: +34 928184608.
- E-mail: reservas.canarias@alsa.es

To exercise rights of personal data protection:

- Postal Address: C/ Las Mimosas, s/n Pc 126-127 Agüimes C.P. 35118 Las Palmas de Gran Canaria (island of Gran Canaria, Autonomous Community of the Canary Islands, Spain).
- Phone number: +34 928184608.
- derechosdatos.canary@alsa.es

3. ACCESS, USE AND WEBSITE NAVIGATION TERMS

3.1. ACCESS, USE AND NAVIGATION

The access, use and navigation of the contents published on the Website is free, except for the cost of the connection

through the telecommunications network provided by the access provider contracted by the User.

All this without prejudice to the fact that some products and/or services offered through the Website may be subject to contracting and to the payment of an amount, such as the online booking of products and services, in accordance with the Online Reservation Services - General Terms and Conditions included in the Website, being able to access them directly through a direct link at the footer of the Website.

Access, use and navigation of the contents published on the Website is free and is allowed to any Internet user. However, for the contracting of products and/or services, the User must be at least 18 years of age and have sufficient legal capacity to contract in accordance with civil law.

In order to provide personal data by the User, it will be necessary for the User to have the necessary legal capacity to provide their personal data themselves or, where applicable, to have the consent of their legal representatives, as established in the terms and conditions and in the Privacy Policy of this Website.

The contents of the Website are provided for browsing in Spanish, English and German, with Spanish being the language in which the content of the Complete Legal Information has been written (in accordance with section 5).

As to the recommendations for viewing the Website, it works optimally with the following browsers: Firefox 15 or higher, Google Chrome 25 or higher, Internet Explorer 9 or higher, Opera 12 or higher, Safari 6 or higher.

3.2. USER REGISTRATION

Access, use, navigation and booking through the Web site does not require user registration. Users can register voluntarily.

For certain services and to book online it will require that users provide their personal data for each of the services or products the user decide to purchase, which will be treated in accordance with the Privacy Policy of the Website.

3.3. USER OBLIGATIONS

The user agrees to use the Website in accordance with the law, morality, good customs, public order and Complete Legal Information, forcing himself/herself to abstain from using the Website or its contents for illicit, forbidden or contrary purposes or effects to good faith and public order or contrary to the provisions of the Complete Legal Information.

It is expressly forbidden to use the Website for harmful purposes of goods or interests of MOVILIDAD TURÍSTICA CANARIA, S.A.U. or from third parties, or through actions that could cause damage or overload of physical and logical systems (networks, servers, equipment and computer applications) of MOVILIDAD TURÍSTICA CANARIA, S.A.U., its suppliers or third parties. The User undertakes not to introduce programmes, viruses, macros, applets, ActiveX controls or any other logical device or sequence of characters that cause or are likely to cause any type of alteration in the computer systems of the Website or of third parties. In case of non-compliance, the User will be liable for any damages that may occur.

The User may not include on the Website or disseminate through the Website:

- a) Information deemed to be discriminatory, libellous, slanderous, threatening, xenophobic or inciting violence or hatred;
- b) Information for which it does not have the appropriate legal rights and consents, including those deriving from intellectual and industrial property and data protection regulations;
- c) Advertising information or first or third party commercial promotions;
- d) Information that may be deemed to be false, fraudulent, defamatory, obscene, pornographic, sexual, offensive, aggressive;
- e) Harassing attitudes or comments-

It is expressly forbidden to spoof identity in any way, the adoption of false identities, such as the provision of any personal data or information from third parties as belonging to the User, third party email accounts as their own to establish communication through the Website and/or through the emails enabled and the use of payment methods of which the

User is not the holder.

The User is obliged to provide through the Website channels only truthful information, being directly responsible for any damage resulting from breach of this obligation affecting MOVILIDAD TURÍSTICA CANARIA, S.A.U. and/or to third parties.

The User shall be responsible for the veracity of the news, comments, evaluations, references and communications that he/she makes or publishes through the Website, as well as for compliance with the applicable legislation.

Likewise, the User guarantees to have the appropriate rights for the reproduction, distribution and public communication of the contents published or communicated through the Website, being responsible for any damage or claim that may arise in relation to the same, as well as consenting and transferring to MOVILIDAD TURÍSTICA CANARIA, S.A.U. the aforementioned rights for the publication of the aforementioned contents on the Website. In terms of the contents published by the User on the Website and provided through it, where applicable, the User grants MOVILIDAD TURÍSTICA CANARIA, S.A.U. a non-exclusive licence to use them, so that MOVILIDAD TURÍSTICA CANARIA, S.A.U. may disseminate them through digital media in order to offer the content of the Website to third parties who use and access it, and may carry out the reproduction, adaptation and translation worldwide without geographical or time limitation.

It is expressly forbidden the manipulation of the messages sent through email, as well as the alteration of the information or electronic documents of MOVILIDAD TURÍSTICA CANARIA, S.A.U. or from third parties provided through the Website.

The User undertakes to comply with all the points set out in the Complete Legal Information and in any of the documents that make up the same, and may be excluded from accessing the Website in the event of non-compliance.

MOVILIDAD TURÍSTICA CANARIA, S.A.U. may suspend at any time and without notice the provision of the service and, where appropriate, remove the incorrect or illegal contents that are non-compliant with the Complete Legal Information, either at its own discretion or at the request of the affected third party or competent authority, without prejudice of the exercise of appropriate actions. This suspension will not give rise to any compensation in favour of the User.

Any comment that is aggressive, violent, that exceeds the limits of coexistence between users, that promotes illegal or harmful activities or behaviours of rights, racist, xenophobic, contrary to the Law or public order may be deleted.

The User may report any abuse or non-compliance with the Complete Legal Information or the law, by contacting MOVILIDAD TURÍSTICA CANARIA, S.A.U. through the means of contact set out in paragraph 2, with a view to being assessed by MOVILIDAD TURÍSTICA CANARIA, S.A.U. and take appropriate action where necessary.

3.4. RESPONSIBILITIES AND GUARANTEES. EXEMPTION AND LIMITATION OF LIABILITY

The User is directly responsible for the use made of and on the Website and the breach of the provisions of the Complete Legal Information.

MOVILIDAD TURÍSTICA CANARIA, S.A.U. shall not be responsible, under any circumstances, for the opinions, comments, publications and content posted by the User through forums, blogs, chats or other participation or publication tools that may be set up on the Website, or for any content or information that is disseminated or transmitted through the Website by the User, who shall be solely responsible and liable for their actions to MOVILIDAD TURÍSTICA CANARIA, S.A.U. or against third parties. The User who is identified at all times as the person who has made them shall be directly responsible for them. The User acts under his/her sole and entire responsibility.

MOVILIDAD TURÍSTICA CANARIA, S.A.U. disclaim any liability arising from the information published on the Website provided that it has been manipulated or introduced by a third party external to MOVILIDAD TURÍSTICA CANARIA, S.A.U.

MOVILIDAD TURÍSTICA CANARIA, S.A.U. will not be responsible, in any case, for possible errors, lack of updating or omissions in the contents of the Website, as well as the effectiveness or accuracy thereof, being merely indicative of the lack of availability, continuity, failures of access, computer viruses, telephone breakdowns, disconnections, delays, blockages, Internet overloads, computer attacks, third party interference, interferences, interruptions, making efforts and adopting measures to avoid these circumstances. The User is aware that the security measures of computer systems on the Internet are not entirely reliable and that, therefore, MOVILIDAD TURÍSTICA CANARIA, S.A.U. cannot guarantee the non-existence of malware or other elements that may cause alterations in the User's computer systems (software and hardware) or in its electronic documents and files contained therein, although it uses all the necessary means and appropriate security measures to avoid the presence of these harmful elements.

MOVILIDAD TURÍSTICA CANARIA, S.A.U. reserves the right to modify, totally or partially or eliminate at any time and without prior notice, the contents and services offered through the Website, as well as temporarily suspend the contents or services or the Website itself, for maintenance, update or improvement. This modification or suspension will not give rise to any compensation in favour of the User.

MOVILIDAD TURÍSTICA CANARIA, S.A.U. is neither directly, indirectly nor vicariously liable for the actions of Users through the Website.

The User may not enter or disseminate advertising information or carry out commercial, promotional or advertising activities through the Website, except for that contained in the sections that may be enabled for this purpose by MOVILIDAD TURÍSTICA CANARIA, S.A.U. and designed expressly for that purpose or managed by MOVILIDAD TURÍSTICA CANARIA, S.A.U.

3.5. INTELLECTUAL AND INDUSTRIAL PROPERTY OF THE WEBSITE

MOVILIDAD TURÍSTICA CANARIA, S.A.U., or third party owners of the elements subject to intellectual and industrial property contained in the Website, are holders of all rights derived from intellectual and industrial property of this Website and the elements contained, for example, elements such as graphics, logos, trademarks, trade names, distinctive signs, web structure, design, buttons, icons, source code, software, texts, photographs, audio files, videos and other elements subject to intellectual and/or industrial property included in the Website. All intellectual and industrial property rights are reserved with respect to them. The access, use and navigation of the Website and the acquisition of products and/or services offered through the Website do not imply a renunciation, transmission, license or total or partial cession of the mentioned intellectual and industrial property rights by the owner, not even, expectation of any right.

It is expressly prohibited, without the prior written authorization of the holders of the intellectual or industrial property rights (MOVILIDAD TURÍSTICA CANARIA, S.A.U., SL or corresponding third parties), the use, copy, reproduction, distribution, commercialization, transformation and public communication, including the making available, of all or part of the contents of the Website, for public or commercial purposes, in any medium and by any technical channel. The User has the right of strictly personal and private use of the content of the Website, being able to proceed to print, copy or store information exclusively in the personal and private sphere and only for use in that area.

The unauthorized use of the content of the Website, as well as the damages that it may cause to MOVILIDAD TURÍSTICA CANARIA, S.A.U. or to third parties, may give rise to the exercise of appropriate legal actions and the corresponding responsibilities and indemnities, which shall be accepted by the User.

The User must also assess that in some of the photographs and videos contained in this Website appear individuals, considering the image a personal data and therefore subject to the provisions of current regulations on protection of personal data (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the distribution of these data ("General Data Protection Regulation" or "GDPR") and the applicable national regulations in its development so that the User cannot use the images outside the strictly personal and private sphere and limited exclusively to his/her browsing experience through the Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights ('LOPDGDD') and other current legislation on data protection, so that the User may not use the aforementioned images outside the strictly personal and private sphere and limited exclusively to their experience of access, use and navigation through the Website, submitting themselves, in the event of non-compliance by the User, to the sanctions applicable to them of those set out in the current legislation on the protection of personal data or any other, where appropriate.

3.6. LINKS POLICY

Links to websites of external third parties. The Website may contain links to websites of third parties unrelated to MOVILIDAD TURÍSTICA CANARIA, S.A.U.. Therefore, MOVILIDAD TURÍSTICA CANARIA, S.A.U. is not responsible for the content, information or services offered by third parties through the links, the operation of the linked website or the possible damages that may arise from their access, use and browsing by the User. The establishment of such links does not imply a relationship between MOVILIDAD TURÍSTICA CANARIA, S.A.U. and the holders of the content or website where they are, except for the existence of agreements with some of their owners. However, in any case MOVILIDAD TURÍSTICA CANARIA, S.A.U. controls or exercises any type of address or authority on websites of third parties to which a link on the Website may be included, nor does it give its acceptance or conformance to its contents, for which we advise the User, in

case of access and use of the same for policy that is contained in each of them. The links are provided for informational purposes only. MOVILIDAD TURÍSTICA CANARIA, S.A.U. may withdraw links from third parties that appear on the Website at any time and without prior notice.

If the User had actual knowledge that the links refer to activity or unlawful or harmful information of goods or rights of a third party, please inform us by email provided in the section 2 of this document, in order to carry out the appropriate actions.

Given that MOVILIDAD TURÍSTICA CANARIA, S.A.U. cannot control the content posted by third parties on their websites, MOVILIDAD TURÍSTICA CANARIA, S.A.U. assumes no liability whatsoever for such content. In any case, MOVILIDAD TURÍSTICA CANARIA, S.A.U. will immediately remove any content that could contravene national, European or international legislation, morality or public order, immediately removing the redirection and informing the competent authorities of the content in question. MOVILIDAD TURÍSTICA CANARIA, S.A.U. is not responsible for the information and content stored, including but not limited to, in forums, chats, blog generators, comments, social networks or any other medium that allows third parties to publish content independently.

Links on third party websites to this Website. You can only add links on other websites to this Website with the prior written authorization of MOVILIDAD TURÍSTICA CANARIA, S.A.U.

3.7. LINKS TO SOCIAL NETWORKS AND USE

Regarding social networks, in case that MOVILIDAD TURÍSTICA CANARIA, S.A.U. Publishes accounts with profiles, the access and use terms and conditions to those profiles, the legal terms and conditions and the privacy policies of the aforementioned social networks are those that they have established, and may be consulted on their websites. MOVILIDAD TURÍSTICA CANARIA, S.A.U. is not responsible for the comments of third parties in forums, chats, blogs, social networks or any other channels that allows to publish contents independently on the Website or in the company's social networks, even in cases where may include or visualize the comments on the Website. Any comment that is aggressive, violent, that exceeds the limits of coexistence between users, that promotes illegal or harmful activities or behaviours of rights, racist, xenophobic, contrary to the Law or public order may be deleted.

MOVILIDAD TURÍSTICA CANARIA, S.A.U. does not control or exercise any kind of direction or authority in social networks of third parties, nor does it give its acceptance or conformity of its contents, for which we advise the User, in case of access and use thereof for their account and risk, to consult the legal conditions, privacy policy/protection of personal data and cookies policy that are contained in each of them. The links, if the case may be, are provided for informational purposes only.

3.8. COMPLAINTS AND/OR CLAIMS. SERVICIO DE ATENCIÓN AL CLIENTE

For any issue, claim or suggestion to CANARY TOURIST SHUTTLE, S.L., you can see the contact details in section 2 of this document, as well as established on the website through the link "Complaints and claims" enabled at the footer.

MOVILIDAD TURÍSTICA CANARIA, S.A.U.. will respond to your communication in the shortest possible time and in any case, within the legal deadline set since the submission of your claim.

3.9. LANGUAGE

Available navigation languages are Spanish, German and English.

The content of all the documents that make up the Complete Legal Information has been drafted in Spanish and translated into the other languages in which it may be available.

In case of conflict between languages, it is set as a priority for interpretation Spanish version.

3.10. DURATION AND MODIFICATION OF THE COMPLETE LEGAL INFORMATION

The Complete Legal Information applicable will be the one published on the Website.

MOVILIDAD TURÍSTICA CANARIA, S.A.U., S.L., reserves the right to modify, totally or partially, at any time and without prior notice, the content of the Complete Legal Information, including any of the documents that comprise it, that is, the text contained in the present Legal Information document, the Online Reservation Services - General Terms and Conditions, the Privacy Policy and the Cookies Policy, for extension, improvement, concretion or updating of its content, either by legislative or jurisprudential changes or by business strategy, without this modification being retroactive. In case of modification, the previous version will no longer be applicable, the modified document being applicable as of the date of its publication.

All the documents aforementioned will always be accessible through a link at the bottom of the Website, including the information on the number of version and date of publication, as of which it becomes effective.

3.11. NULLITY AND EFFECTIVENESS

If any clause or content in this document is declared null, the document itself will remain fully effective and binding on the parties on the same terms, if they can be effective without invalid the clauses or text.

3.12. LEGISLATION AND JURISDICTION

The applicable law is the Spanish. Unless specific legislation resulting from application to establish another jurisdiction, the User and MOVILIDAD TURÍSTICA CANARIA, S.A.U. expressly submit to the Courts of Las Palmas for any controversy. Without prejudice to express our willingness to kindly resolve any dispute previously.

3.13. PRIVACY AND DATA PROTECTION POLICY

Personal data can be collected through the Web site through the forms or/and by the emails sent to the contact addresses in the booking process.

For more information on the treatment of personal data by MOVILIDAD TURÍSTICA CANARIA, S.A.U. and ways of exercising their rights to protection of personal data, see our **Privacy Policy**.

The Web site uses only first-party cookies, not third. For more information see our Cookies Policy, which also contains information on how to disable them and/or delete them.

The Privacy Policy is available and accessible at the bottom of the Website by means of a direct link with the aforementioned name.

3.14. COOKIES POLICY

For more information see our **Cookies Policy**, which contains information on how to and/or delete them.

Privacy Policy and Cookies Policy are available by direct link at the bottom of the Web Site with the designations.

3.15. GENERAL TERMS AND CONDITIONS OF ONLINE CONTRACTING

Through the Website, it is possible to carry out the on-line booking of land transport intermediation services, submitting the same to the Online Reservation Services - General Terms and Conditions, document that should be consulted prior to the booking on-line and give your consent to it in the purchase process.

The General Terms and Conditions of Online Contracting and booking conditions are available to you at any time and can be accessed via a direct link at the bottom of the website under the aforementioned name.