

## LEGAL NOTICE

This Legal Notice regulates the access and use of all the web pages found under the domain “acciona.com” and the respective subdomains and subdirectories thereof (hereinafter, the “Web Site”), owned by Acciona, S.A. (hereinafter “ACCIONA”), domiciled at Avenida de Europa nº 18, Parque Empresarial de La Moraleja, 28108 Alcobendas, Madrid; holder of Tax ID Code (CIF) A08001851; entered at the Commercial Registry of Madrid in Volume 13351, Book 0, Folio 1, Section 8, Sheet M-216384; with contact email address [accionacorp@acciona.com](mailto:accionacorp@acciona.com).

## GENERAL TERMS OF USE OF THE WEB SITE AND ACCEPTANCE THEREOF

### **Purpose**

The purpose of these General Terms of Use of the Web Site is to regulate both the access to said Web Site as well as the disclosure of the information and business relationships that arise between ACCIONA and the Web Site Users.

### **Use**

Anyone who accesses or uses the Web Site shall be considered a User. By browsing and/or using any of the services on the Web Site, Users accept, fully and unconditionally, each of these General Conditions as stated in the version published at any given time. Therefore, the User must carefully read the General Conditions each time they intend to use the Web Site.

In the event the Users does not accept the clauses established in this Legal Notice, they must abstain from accessing and/or using the services and/or contents available to them on the Web Site and proceed to leave same. Such Users may not access or use the services available on said Web Site. The Users expressly and unconditionally accept that they are solely responsible for the access to and the use of this Web Site, its services and the contents of said services.

Accessing the Web Site is free of charge and viewing same does not require prior subscription or registration.

The information that appears on the Web Site is effective as of the date of its last update. The Web Site may not be altered, changed, modified or adapted. ACCIONA, however, may unilaterally and at any time modify the configuration of this Web Site, the conditions of the service and the content thereof, as well as eliminate, restrict or suspend same temporarily or definitively and prevent access thereto, without prior notice.

ACCIONA is exclusively responsible for the Web Site in its capacity as an information service provide regarding its own services. ACCIONA is not responsible for any contents that, in breach of these general conditions, a User may send or publish. In such a case the User is solely responsible for the veracity and legality of such contents.

ACCIONA may discontinue the Web Site service being used by the User and immediately terminate the relationship with the User if ACCIONA becomes aware that the Web Site or any of the services available thereon are being used in a manner that could be considered to be in violation of the terms of this Legal Notice. Such violating uses specifically include, but are not limited to, instances where the use of the Web Site is observed to potentially damage the image, interests or rights of ACCIONA or of third parties or to potentially damage, disable or overload the Web Site, or impede the use thereof in any way.

## INTELLECTUAL AND INDUSTRIAL PROPERTY

This Web Page in its entirety: texts, images, photographs, trademarks, graphics, logos, icons, buttons, software files, technology, links and other audio-visual or audio content, colour combinations as well as the structure, selection, arrangement and presentation of the contents thereof (hereinafter the “Content”), the graphic design thereof, selection of materials used, IT programmes necessary for the operation, access and use thereof and source codes are protected by the Laws on Intellectual and Industrial Property of the Kingdom of Spain and by any applicable international Treaties and Conventions. Duplicating, distributing, publicly disclosing, extracting, reusing, forwarding, using in any nature and transforming such Content in any manner is prohibited, except where previously authorised or legally permitted, where none of the use rights regarding such Content can be understood to be transferred to the User beyond what is strictly necessary to properly use the Web Site.



The disclosure of all these elements owned by ACCIONA or third parties that appear on the Web Site does not imply, in any case, the transfer of the ownership or of a use right to the User. ACCIONA does not grant any license or permit regarding its industrial or intellectual property rights or any other property or right associated with the Web Site and the available services.

Furthermore, duplicating, broadcasting, copying, transferring, fully or partially rebroadcasting, modifying, altering, adapting or translating the information contained on the Web Site without prior approval from ACCIONA, regardless of the purpose and means used to do so, is strictly prohibited.

In addition to the specific prohibitions above, the whole or partial duplication of the content of this Web Page in any means, including the framework, the creation of any derivative work based on this Web Page and/or the content thereof and the inclusion of its content in other web pages, electronic retrieval systems or publications is prohibited.

The User is authorised to copy and print extracts and documents from this Page for non-commercial use, except content that is owned by a third party and is identified as such, provided all such copies and printouts reflect all the warnings regarding copyrights and other intellectual property rights and all the liability disclaimers present in such extracts and documents. None of the ACCIONA registered logos and trademarks may be used or duplicated without our prior written approval.

Any intent to obtain the content of the Web Site is prohibited, unless the content is obtained using means made available to Users or those means normally used on the web, provided such means are not detrimental to the Web Site of ACCIONA.

In the event any User or third party considers their legitimate rights to have been violated due to the inclusion of certain content on the Web Site, such party must immediately report this situation to ACCIONA at the email address [accionacorp@acciona.com](mailto:accionacorp@acciona.com), indicating their personal data or their representative capacity, the protected content and location of same on the Web Site and the credentials of the rights they claim to have been violated. The User shall be responsible for the veracity of the information provided in such notice.

Users who voluntarily provide images or other graphic or multimedia information to ACCIONA simultaneously yield the corresponding copyrights as long as said material remains on the web server. In any event, ACCIONA assumes no obligation with regard to the User regarding such information and reserves the right to eliminate same at any time and without prior notice.

ACCIONA does not guarantee that the content is accurate or free of errors or that the free use thereof by the User does not violate third parties' rights. The User is solely responsible for the use and misuse of this web page and its contents.

## LINKS

The Web Site may include links to third party sites. Web pages belonging to third parties have not been reviewed and are not controlled by ACCIONA. Any links contained on this Web Site shall solely be suggested as informative references, with there being no type of judgement regarding the content, owners, services or products available at said links.

In any case, ACCIONA and/or any web site of an ACCIONA GROUP company may not be held responsible for the content of these web sites or for the measures adopted regarding their privacy, their personal data processing or their terms of use.

ACCIONA recommends carefully reading the terms of use and the privacy policies of these sites.

If you are interested in creating a link to the ACCIONA web pages, you must notify such interest and must have express consent for the creation of such a link. ACCIONA reserves the right to oppose the activation of links to its Web Site.

## MINORS

ACCIONA reminds Users of legal age who are responsible for minors that they are exclusively responsible for determining what services and/or content are not age-appropriate for said minors.

ACCIONA informs these Users that there are IT programmes that allow them to filter and block access to certain content and services, such that parents and guardians, for example, can decide which Internet content and services minors can and cannot access.

ACCIONA will contact the User pursuant to the data provided by the latter upon registering on the Web Site. Users who contract services through the Web Site must state that they are of legal age pursuant to Spanish law, and minors who contract services must be authorised by their parents or guardians in order to be able to receive the contracted service.

## RESPONSIBILITY

ACCIONA grants access and the use of its Web Site diligently and responsibly. However, ACCIONA does not assume direct or subsidiary responsibility for the following:

- Any damages resulting from interference, omissions, disruptions, computer viruses, telephone failures or shutdowns in the operations of this electronic system due to reasons not attributable to ACCIONA; delays or restrictions regarding the use of this electronic system due to failures or overloads in their Data Process Centre, telephone lines, Internet system or other electronic systems.
- Any damages sustained by the User's equipment from using the Web Site.
- Cases wherein a third party, breaching the established security measures and/or through unlawful interference, accesses messages or uses same to send computer viruses.

All manner of defects and flaws in transmitted, disseminated, stored or disclosed content. The legality, reliability and usefulness of the content that Users transmit by means of the Web Site or that of the services available on same, or the accuracy or veracity thereof. ACCIONA does not control how Users use the Web Site and neither does it guarantee that Users use same pursuant to the terms of this Legal Notice. The items for which Users are responsible include, but are not limited to, the following:

- The content provided by said Users, especially the data and information entered and sent to ACCIONA by means of the Web Site or on the Web Site.
- The perpetration of any act that is illicit, harmful, damaging or that is detrimental to human rights.
- The provision of untrue or incorrect data.

Furthermore, ACCIONA is exempt from all responsibility with regard to any damages Users may sustain as a result of errors, shortcomings or omissions in information provided that comes from an external source. Notwithstanding the foregoing, under no circumstance shall the contracts between ACCIONA and its clients be affected, except in cases of unforeseen circumstances and force majeure.

## USER OBLIGATIONS

In general, the User undertakes to comply with these General Conditions, as well as with the special warnings or instructions for use contained herein or on the Web Site, to always operate in accordance with the law, the principles of morality and good faith, to act with the diligence that suits the nature of the service received, and to refrain from using the Web Site in any manner that may impede, damage or deteriorate the proper operation thereof, the assets or rights or the good trade name and corporate image of ACCIONA, its suppliers, other Users, or in general, any third party.

Specifically, and without restricting the obligation undertaken by the User in general according to the previous paragraph, the User undertakes to use the services and contents of the Web Site in accordance with the law, these General Terms of Use and is obligated to do the following: (i) provide accurate data and keep same up to date; (ii) not enter, store or disseminate, on or from the Web Site, any information or material that is defamatory, offensive, obscene, threatening, xenophobic or that incites violence or discrimination based on race, sex, ideology, religion or that in any manner undermines morality, public order, fundamental rights, public liberties, honour, privacy or the image of third parties or that in general violates the regulations in force. ACCIONA reserves the right to remove all comments and contributions that infringe upon respect for personal dignity, that are discriminatory, sexist, xenophobic, racist, pornographic, that threaten young people or children, public order and/or safety, among others, or that, in its opinion, are not suitable for publication. In any event, ACCIONA shall not be responsible for or redress any damages that result from the views expressed by Users in the forums, chats, or other participatory tools; (iii) not use the Web Site to enter, store or disseminate any IT programme, data, virus, code, applets, macros, ActiveX controls, hardware or



telecommunications equipment or any other instrument or electronic or physical device that might damage the Web Site, in any of the Services or in any of the equipment, systems or networks of ACCIONA, of any User, of ACCIONA suppliers or of any third party in general, or that in any other manner may cause any type of alteration or hinder the normal operation of thereof; (iv) properly safeguard the “Username” and “Password” ACCIONA provides Users as tools for identifying and accessing the different services available on the Web Site, where the User undertakes to not transfer the use thereof or allow third parties access thereto and assumes responsibility for any damages resulting from the misuse thereof. Likewise, the User undertakes to notify ACCIONA, as soon as possible, of the loss or theft of the “Username” and/or “Password” or of the risk of third party access thereto; (v) not use the Web Site to carry out advertising, promotional or commercial operation activities, not use the content and specifically the information obtained via the Web Site to send advertising or send messages in order to make direct sales or for any other commercial purpose, and not collect or store personal data belonging to third parties; (vi) not use false identities or impersonate others when using the Web Site or when using any of the services of the Web Site, including, where appropriate, the use of passwords or access keys belonging to third parties or in any other manner, as well as trying to access and, where appropriate, use other Users’ email accounts and modify or tamper with their messages; (vii) not destroy, alter, use for their own purposes, misuse or damage data, information, programmes or electronic documents belonging to ACCIONA, its suppliers or third parties; (viii) not use the Web Site to enter, store or disseminate any content that infringes upon intellectual or industrial property rights or trade secrets belonging to third parties, or in general any content for which the User, according to law, does not have the right to make available to a third party.

## PRIVACY POLICY AND COOKIES

Users can access the Privacy Policy, which includes the Personal Data Protection Policy, as well as the Cookies Policy of the Web Site at the following links:

- Privacy Policy
- Privacy cookies

## APPLICABLE LEGISLATION AND JURISDICTION

These General Conditions and Policies of the Web Site were drawn up in Spanish and translated into English. In the event of a discrepancy between the two versions, the Spanish version shall take precedence. The terms of the Web Site shall be interpreted in accordance with and subject to Spanish law.

These conditions are in line with ACCIONA’s internal Code of Conduct and Ethics, which defines ACCIONA’s conduct and commitment to comply with the terms of said code in association with one or more commercial practices or business sectors. A copy of this Code can be obtained at Customer Service upon request and can be consulted at <https://www.accionacom/shareholders-investors/corporate-governance/rules-governance/compliance/>

For any legal dispute derived from the existence, access, use or content of the General Terms of Use of the Web Site, both the Client and ACCIONA submit themselves exclusively to the jurisdiction and competency of the Courts and Tribunals of the city of Madrid and expressly waive any other jurisdiction.

## CONTACT

For any questions regarding these terms and conditions, please do not hesitate to contact us at Avda. de Europa, nº 18, Parque Empresarial La Moraleja, 28108 Alcobendas, MADRID or at the email address [accionacorp@accionacom](mailto:accionacorp@accionacom).

## SECURITY

The Web Site has an SSL (Secure Socket Layer) Certificate signed by the certifying entity Let’s Encrypt in order to guarantee the secure transfer of data between your browser and our Web Page.

The secure server establishes a connection such that the information is transferred using a 128 bit encryption algorithm or greater, which ensures that the data are only intelligible to the Client’s and the Web Site’s computers. Thus, using the TLS (Transport Layer Security) protocol guarantees the following:

- a. The Client sends its data exclusively to the server centre of the Web Site.
- b. The data are transferred between the Client and the Web Site while encrypted, which prevents third parties from reading or handling same.



To verify that they are in a secure environment, the Client must check that the authentication address of the Web Site begins with "https://". They can also know the Web Site is secure when the lock icon appears in their browser's address bar.

Lastly, Users can verify the presence of the SSL Certificate by checking the properties of the Web Site in their browser. To do so they must consult the characteristics of said browser.

Last updated: October 5th, 2020.