

## TERMS AND CONDITIONS OF USE AND PRIVACY POLICY

(hereinafter, the "General Terms and Conditions")

### I. General information about the company

Affinity Petcare, S.A., Sociedad Unipersonal, a company marketing the brands **Nature's Variety** and **True Instinct** (hereinafter, the "**Company**"), is a Spanish trading company, holder of TIN A-62.295.761 and registered with the Companies Registry of Barcelona on Folio 94, Volume 32.672, sheet number B-217.337, 13<sup>th</sup> Entry. The Company is dedicated, amongst other activities, to the manufacture and sale of pet food.

The Company is headquartered at:

Plaça Europa, 54-56  
L'Hospitalet de Llobregat  
08902 Barcelona (Spain)  
Tel.: +34 93 492 70 00  
Fax: +34 93 492 70 01  
E-mail: [info@trueinstinct.com](mailto:info@trueinstinct.com)

### II. Acceptance and amendments to the General Terms and Conditions of the Website

- Acceptance of the General Terms and Conditions.

These General Terms and Conditions govern the use of this Internet website (hereinafter, the "**Website**") that The Company makes available to the user (hereinafter, the "**User**"). The use of this Website implies the full and unreserved acceptance of each of the General Terms and Conditions that may be in force at any given time by the User on accessing it and, therefore, if the User disagrees with any of the General Terms and Conditions whatsoever, the User must refrain from using the Website.

- Amendments to the General Terms Conditions.

The Company reserves the right to amend these General Terms and Conditions of this Website at any time whatsoever, as well as any of the other general or specific terms and conditions, regulations on its use, instructions or warnings that may apply. Therefore, the User must read these General Terms and Conditions every time this Website is accessed. As a consequence, the User expressly and fully accepts that the access to and use of this Website is undertaken under the sole and exclusive responsibility of the User.

### III. Personal data

- Data controller, data protection officer, purpose and recipients.

Unless otherwise stated, The Company is the controller of all personal data processed that are collected on this Website. This policy on personal data protection may vary over time due to changes in the law, case law or the standards followed by the Spanish Data Protection Agency. The Company hereby informs the Users that it complies with all regulations on personal data protection and, specifically, with the EU's General Data Protection Regulation ("GDPR") and with the Spanish regulation derived from the GDPR.

The Company is not subject to the obligation to appoint a Data Protection Officer. However, notwithstanding any other points of contact that are designated in this privacy policy, should you have any queries, requests or require further clarifications on the processing of your personal data, you may send an email or letter to the following addresses: [info@trueinstinct.com](mailto:info@trueinstinct.com) /Affinity Petcare, S.A., Plaça Europa, 54-56, L'Hospitalet de Llobregat, Barcelona, 08902, with the subject line "*Protección de datos*".

- Personal data subject to processing

The Company shall process the following personal data:

- Any initial data that you voluntarily provide related to a request to register as a user, information requests made to our company, requests to take part in promotions or requests to receive any of the services offered by the Company. We shall give clear, precise instructions of the mandatory data you must provide on each form so that you are able to request the information or service that you may ask us for at any given time.
- Any data that are subsequently generated or exchanged with Users in order for the Company to fulfil their initial request.

- Data obtained from the interconnection of different devices with which the User interacts on the Company website.
- Data obtained from the generation of anonymous identification numbers and their association with the accounts of registered Users.
- Personal data that Users provide through social media in order to handle their requests. These data shall depend on the privacy settings of each User, the use made by each User of social media, in addition to the privacy policies of the social media in question.

- Purpose of data processing

The Company shall process Users' data to handle and process requests received from them, whether for information, registration, participation in promotions or the rendering of services. In addition, Users' data shall be processed to send, including via electronic media, promotional information about True Instinct products and services, and that are of a similar nature to those previously requested by them.

- Legal basis for data processing

The Company is legally entitled to process personal data for handling and processing requests from Users, as this is required for The Company to meet its contractual obligations in respect of such requests.

With regard to promotional information sent about products and services of a similar nature to those previously requested or acquired by Users, the processing of their data is a legitimate interest of The Company, expressly recognised by the data protection regulation, as well as by the regulations on services in the information society. Users may now or any time in the future opt out from receiving marketing messages about True Instinct's products and services by sending an email to [info@trueinstinct.com](mailto:info@trueinstinct.com).

- Assignment to third parties

The Company shall only assign User data to its subsidiaries whose business is related to food, products and services for pets for the same purposes set forth in the sub-section "Personal data records, purpose and recipients" in this section ("III. Personal data") that is related to the business of each subsidiary, or the Affinity Foundation, whose mission is to promote the bond between pets and humans, so that the Affinity Foundation is able to inform Users of its activities, services and campaigns, whenever such an assignment is required and essential for fulfilling the purposes of data processing described in the section "Purpose of data processing" herein.

Furthermore, in compliance with and within the scope and restrictions provided for in the regulation, The Company may assign the User's data to public administrations and authorities, provided it is obliged to do so due to the regulations that govern The Company's business. Beyond such cases, The Company shall not assign the User's personal data to third parties, without the prior express consent of the User on every occasion this occurs.

The Company hereby informs you that it works in partnership with third-party service providers as provided for by law. These providers may have access to your personal data in order for them to provide the services and/or fulfil the obligations arising from the legal relationships entered into between third parties and The Company, in the framework of The Company conducting its business. In any event, The Company has entered into the statutory non-disclosure and data protection agreements with such service providers, in full compliance with the provisions of the regulations in force on personal data protection.

- Rights of Users

In respect of the data collected, the Users may exercise their rights of access, rectification, restriction, data portability and to object, pursuant to the regulation on personal data protection. These rights may be exercised by sending an email with the subject line "*Protección de datos*" to [info@trueinstinct.com](mailto:info@trueinstinct.com) or by any postal service, providing The Company is able to acknowledge the receipt of notifications sent in this way, by writing to the address that appears in point 1 ("*General information about the company*") in these General Terms and Conditions, in which case the reference "*Protección de datos*" must appear on the envelope.

Furthermore, should you consider that the processing of your personal data violates the regulation or your rights to privacy, you may submit a complaint:

- By writing to the postal or email addresses that appear in the section "Data controller, data protection officer, purpose and recipients" herein.
- To the Spanish Data Protection Agency on its website or by writing a letter to its postal address.

- **Warning to minors**

The Company hereby informs the User that minors under the age of 14 may not register on this Website and, therefore, they may not take part in promotional campaigns that The Company may conduct in relation to True Instinct's business and products.

Furthermore, Users are informed that if they are aged over 14 but under 18, it is recommended that they tell their parents or legal guardians that they intend to access the Website before doing so, in order that the former explain to them the implications of these General Terms and Conditions and, specifically, of the personal data policy contained herein, as well as elucidating on the possible uses to be made of this Website, notwithstanding the specific cases in which by law the parents or legal guardians of minors between the ages of 14 and 18 must give their consent for their personal data to be processed.

- **International transfer of personal data**

The Company has subcontracted services from technology providers based in countries that do not have a data protection regulation similar to the EU's ("Third Countries"). These providers have entered into the non-disclosure and personal data processing agreements with The Company required by law for providers based in Third Countries, subject to all of the guarantees and safeguards required to protect your privacy. Users may obtain further information about the safeguards for protecting their privacy by writing to the postal or email addresses that appear in the section "Data controller, data protection officer, purpose and recipients" herein.

- **Data retention period**

The personal data of Users shall be kept on record throughout their relationship with The Company. Once a User ends the relationship, The Company shall keep the User's data on record for the retention periods required by law. In such cases, data will only be processed for the purposes of proving compliance with our legal and contractual obligations. Once these statutory limitation periods come to an end, your data will be deleted or, alternatively, rendered anonymous.

- **Cookies Policy**

The Company has drawn up this policy to inform Users about what a cookie is, the type of cookies The Company uses on this Website and how Users can manage them according to their preferences.

When Users visit this Website for the first time, they are informed that cookies will be installed on their computers and about this Cookies Policy. On any future visits Users may make to this Website, they may consult this Cookies Policy at any time under the "Legal Notice" tag at the bottom of the Website's pages.

By simply browsing this Website, Users consent to the Company installing the cookies on their computers that are described below, unless they have modified the configuration of their browser to reject cookies.

**What is a cookie?**

Cookies are small data files that some platforms, such as web pages, may install on your computer. They serve several purposes: they allow your browsing preferences to be stored, gather statistical information, enable certain technical functionalities, etc. Cookies are sometimes used to store basic information about the browsing habits of Users or their computers, so that they can be recognised.

Cookies are also used to manage Users' sessions to reduce the number of times they must enter their passwords or to match the contents on the Website to their preferences. Cookies can be session cookies, that is, cookies that are erased from Users' computers once they leave the website that generated them, or persistent cookies, that is, cookies that will be stored on Users' computers until a set date.

**Why are they important?**

Cookies are important for the following reasons: from a technical point of view, they enable websites to work more swiftly and to adapt to User preferences (they store a User's language or currency, for example). Moreover, they help website managers to improve services, thanks to the statistical information they gather from them.

**What types of cookies are used on this Website?**

The Company Website uses various types of cookies:

**First-party cookies**

### Technical cookies

Technical cookies are those that are strictly necessary for a web portal to work properly, and to use the various options and services available on it.

Name	Expiration time	Purpose
CookieConsent	1 year	It stores the user's consent to the use of cookies on this Domain.
Has_js	Session	It records whether a user has enabled JavaScript on her/his browser.
SSESS#	23 days	A unique identifier that stores the details entered by a user on a website during a session. It generates a unique, random identifier.
origin, ap, am, ax, firsttime	1 month	It gives information about the website being visited and serves to feed information to first-party or third-party systems whenever authorised to do so.
referrerRegistro	Session	It gives information about the website being visited and serves to feed information to first-party or third-party systems whenever authorised to do so.
cookie-agreed, cookie-agreed-gdpr, testcookie, want_cookies-gdpr2	100 days	It is used to display or hide the cookie acceptance message to users.
Drupal_visitor_admin_compact_mode,Drupal_toolbar_collapsed,Drupal_visitor_openid_identifier, sweaver_active_tab, sweaver_open, sweaver_height,mascota, acceptedbrekkies,Drupal.tableDrag.showWeight,DrupalModuleFilter, Drupal_I10n_client	365 days	It is used for the "internal" handling of contents from Drupal's back office functionality.
c, e	1 day	It is used for the "internal" storage of user data in handling incidents.
pagination	7 days	It is used for the pagination of contents.

### Analytics cookies

They enable cookie managers to monitor and analyse the behaviour of users on the websites to which they are linked.

Name	Expiration time	Purpose
_dc_gtm_UA-#	1 day	It is used by Google Tag Manager to track data loaded with Google Analytics.
_ga	2 years	It generates a unique identifier that helps collect statistics on how a user browses a website.

_gat	1 day	It is used by Google Analytics to speed up response times on a website.
_gid	1 day	It generates a unique identifier that helps collect statistics on how a user browses a website.

### **Third-party cookies**

#### **Google Analytics cookies**

The service provider uses Google Analytics on the Website in order to track the use made of it by users. This service is provided by Google whose corporate headquarters is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States ("Google").

Google Analytics uses cookies for the purpose of tracking the use made by users of the Website. The information that this cookie generates (including your IP address) shall be directly sent to and stored by Google on its servers in the United States. Google shall use this information on behalf of a service provider for the purposes of tracking the use made of its website by gathering data about website activity, in addition to providing other services related to website and Internet use. Google may disclose this data to third parties whenever required to do so by law, or if these third parties process the information on behalf of Google. Google shall not associate your IP address with any other data it holds.

By using this Website, you consent to your data being processed by Google in the way and for the purposes described above.

These are the Google Analytics cookies that are used on the Website.

ANALYTICS COOKIES			
Service provider	Name	Expiration time	Purpose
Google Analytics	_utm.gif	Session	A tracking code that identifies details about the browser and device a user employs to access a website.
Google Analytics	Collect	Session	It sends data to Google Analytics about a user's behaviour and device used. It tracks a user through marketing channels.
Google Analytics	_ga	730 days	It is used to distinguish users. It stores a unique client ID and serves to monitor one-time visits, user data, campaigns, etc.
Google Analytics	_gid	1 day	It is used to distinguish users. It stores a unique client ID and serves to monitor one-time visits, user data, campaigns, etc.
Google Analytics	_gd1545306303400	Session	It is used to give statistical information about a website during a session.
Google Analytics	_gat_<property id>	1 day	It contains campaign-related information for a user. If you have linked your Google Analytics and Google Ads accounts, Google Ads website conversion tags will read this cookie unless you opt out.
Google Analytics	_gat_<property id>	1 minute	It is used to throttle the request rate that must be sent to doubleclick.net. It does not store user data.
Google Analytics	pettype	1 month	It is used in the data layer to identify pet types.

#### **Other analytics cookies used on the Website**

ANALYTICS COOKIES			
Service provider	Name	Expiration time	Purpose

Hubspot	__hstc	2 years	It tracks visitors, contains the initial timestamp (first visit), last timestamp (last visit), current timestamp (this visit), and session number (increments for each subsequent session).
Hubspot	hubspotk	10 years	This cookie is used to keep track of a visitor's identity. It is passed on to Hubspot when forms are submitted and is used to deduplicate contacts.
Hubspot	__hssc	30 minutes	It is used to determine if HubSpot should increment the session number and timestamps in the __hstc cookie.
Hubspot	__hssrc	Session	This cookie is set to calculate whether a visitor has restarted her/his browser.

### Technical cookies

Technical cookies are those that are strictly necessary for a web portal to work properly, and to use the various options and services available on it.

TECHNICAL COOKIES			
Service provider	Name	Expiration time	Purpose
Google	CONSENT	19 years	It is used to track whether a user has accepted the marketing category on the banner on consent to the use of cookies.
YouTube	VISITOR_INFO1_LIVE	180 days	It is used to collect anonymous statistics, such as the number of times a video is watched and the settings used to reproduce it. It is used for embedded videos.
YouTube	YSC	Session	It is used to collect anonymous statistics, such as the number of times a video is watched and the settings used to reproduce it. It is used for embedded videos.
YouTube	PREF	244 days	It is used to collect anonymous statistics, such as the number of times a video is watched and the settings used to reproduce it. It is used for embedded videos.
YouTube	GPS	1 day	It is used to collect anonymous statistics, such as the number of times a video is watched and the settings used to reproduce it. It is used for embedded videos.
Dobleclick	DSID	1 month	It sets a session identifier for users who visit a website.
Dobleclick	IDE	1 year	It identifies the device from which a website is accessed.
Amazon CDN	__cfduid	5 years	It is used to identify trusted website traffic.
Hubspot	__hs_opt_out	2 years	It remembers not to ask a visitor to accept cookies again. This cookie is set when visitors choose to opt out of cookies.
Hubspot	__hs_do_not_track	2 years	This cookie can be set to prevent the tracking code from sending any information to HubSpot.
Hubspot	__hs_testcookie	Session	This cookie is used to test whether a visitor has enabled consent to cookies.
Hubspot	hs_ab_test	Session	This cookie is used to consistently serve visitors the same version of a test page they have seen before.
Hubspot	hs-messages-hide-welcome-message	1 day	This cookie is used to prevent the welcome message from appearing again for one day after it has been dismissed.
Hubspot	hs-messages-is-open	30 minutes	This cookie is used to determine and save whether the chat widget is open for future visits.

### Advertising cookies

We use these cookies to improve our sales drives, display advertisements or customised promotions and news related to the services on the Website, as well as to enhance and customise our range of contents.

ADVERTISING COOKIES			
Service provider	Name	Term	Purpose
Google DoubleClick	IDE, FLC, AID, TAID	390 days	It is used to improve advertising. It is usually used to target advertising according to content that is relevant to a user, improve a campaign's performance reports and avoid showing advertisements that a user has already seen. DoubleClick cookies do not disclose personal identifying information.
Facebook	__fbp	1 day	It is used to deliver a series of advertisement products such as real-time bidding from third party advertisers.
Salesforce DMP	__kuid__	6 months	<ul style="list-style-type: none"> <li>• It customises advertising campaigns. It creates anonymous browsing profiles.</li> <li>• It shows advertisements that match user preferences.</li> <li>• It measures the performance of advertising campaigns.</li> </ul>

### Behavioural advertising cookies

These are cookies that are based on the *ongoing observation* of the behaviour of individuals. They seek to track the characteristics of this individual behaviour (repeated visits to a specific website, interactions, key words, posting of contents online, etc.) in order to build up a specific profile and thus provide users with customised commercial offers inferred from their behaviour.

BEHAVIOURAL ADVERTISING COOKIES			
Service provider	Name	Expiration time	Purpose
Google.com	1P_JAR	29 days	It collects information about a user on different websites. It targets the type of advertising displayed to a user.
Google.com	NID	6 months	It customises the advertising to be shown to a user.

### Social media plugin cookies

We make social media plugins and apps available to users so that you can be easily identified and/or so that it is more straightforward for you to interact on the Website. To do so, we must install cookies of all social media.

SOCIAL MEDIA PLUGIN COOKIES			
Service provider	Name	Expiration time	Purpose
Drupal	uvc	1 day	It is used to share content from the Website on social media.

### Personalisation cookies

These cookies enable users to specify or customise some of the features on the general settings on a website, such as the language settings, regional settings and the type of browser.

PERSONALISATION COOKIES			
Service provider	Name	Expiration time	Purpose
Drupal	lang	365 days	It stores information about the language used to visit a website in order to display your language on future visits to the Website or the Company's ecosystem.

Drupal	Drupal.visitor.<NAME>	365 days	It is used to autocomplete information on forms.
Drupal	data	2.5 hours	It is used to autocomplete information on forms.
Drupal	<NOMBRE_VISTA>-<NOMBRE_DISPLAY>	365 days	It is used to browse slides (banners on the homepage).
Drupal	error_termino	1 month	It is used in a search engine to show the results to a user.
Drupal	lightbox	5 seconds	It is used on forms to highlight some fields.
Drupal	hybridauth_last_provider	30 days	It is used to extend software library services.
Drupal	search_word	7 days	It is used to facilitate Internet searches.

### Cookie warranties and options

Users may access their browser settings at any time to enable or disable cookies. They may likewise delete any cookies stored at the end of each session.

They may also enable the private browsing option so that the browser history, passwords from websites and other information about the websites Users visit are not stored. To do so, Users should go the help page of their browser.

### How can Users change cookie settings?

Users can allow, block or delete the cookies installed on their computers by changing the cookie settings on their Internet browser. Links are given below that will redirect you to the information you need to proceed to change your cookie settings on your browser.

**Google Chrome:** <http://support.google.com/chrome/bin/answer.py?hl=es&answer=95647>

**Microsoft Internet Explorer:** <http://windows.microsoft.com/es-es/windows7/how-to-manage-cookies-in-internet-explorer-9>

**Mozilla Firefox:** <http://support.mozilla.org/es/kb/habilitar-y-deshabilitar-cookies-que-los-sitios-we>

**Opera:** <http://www.opera.com/browser/tutorials/security/privacy/>

**Safari in OS X:** <http://support.apple.com/kb/ph5042>

- Confidentiality and security in the processing of User data and in electronic messages

The Company undertakes to process all of the User's personal data in the strictest confidence by adopting the technical and organisational security measures necessary to guarantee the security of personal data and prevent their alteration, loss, unauthorised processing and/or access, based on the state of the technology, the nature of the data stored and the risks to which they are exposed, pursuant to the provisions of the applicable regulation. The Company ensures, insofar as it is able and in line with the current state of the technology, the confidentiality and integrity of the data and information that the Users provide in fulfilling the abovementioned purposes.

## IV. Intellectual property

This Website may include, by way of example but not limited to, information, data, contents, texts, documents, clinical trials, research papers, advertising materials, drawings, technical or other classes of product specifications, databases, sounds, software, corporate symbols, signs, trademarks, graphic designs, a combination of elements, logos and images, which are protected by intellectual or industrial property rights that the Company holds or is a legitimate licence holder thereof.

Thus, it is strictly prohibited to totally or partially reproduce, publicly disclose, modify, transform, copy, distribute or in any other way exploit or handle this Website, its technical devices, contents, applications, source codes, design, selection of materials and the way they are presented and, in general, any other information contained on this Website.

Likewise, it is prohibited to take apart, perform reverse engineering on or, in general, in any way transfer or produce works using the software programs required to run and access this Website and the services offered on it, as well as to exploit these elements in any way whatsoever. Specifically, it is prohibited to create links, hyperlinks, frames or similar links that may be posted on the Website, without the express prior consent of the Company.

## V. Use of services and contents



All Users who access this Website must make proper use of its services and contents in line with the philosophy of this Website, as described in this section, and under the principles of good faith and in compliance with current laws.

Therefore, in the case of any services offered or that may be offered on this Website (such as chats, forums and newsgroups), or through official profiles on Social Networks, where the opinions of Users may be posted or where they may store contents, the User undertakes not to publish, divulge, disseminate, disclose or distribute any type of material and/or, in general, information or opinions, whose contents go against the legislation in force, moral conduct or public order, are libellous or pornographic, or that tarnish the reputation and image of The Company or any other third parties.

Users likewise undertake to solely and exclusively perform such actions related to the contents if they lawfully hold the corresponding exploitation rights as provided for by law, namely, the rights to reproduce, distribute, publicly disclose or transform the contents.

Furthermore, it is prohibited to make use of any of the services offered or that may be offered on this Website (such as chats, forums and newsgroups) for profit or in such a way that involves or may involve damage to or unfair competition against the Website and The Company (that is, conducts such as diverting traffic to another website).

This undertaking also applies to the use of the services offered or that may be offered on this Website. Such use must be in line with the main objective and philosophy of this Website, namely, that the Users may receive and/or share information and experiences about the world of pets and True Instinct's products and services on the space designed to do so.

The Company may not be held liable for any third party contents (such as comments, photographs, videos, chats, forums, newsgroups, etc.) that are in breach of the above and, likewise, it reserves the right to amend or, if necessary, immediately withdraw such contents or information, without this giving rise to indemnity of any kind to the User responsible for posting such contents or information on this Website.

To this regard, The Company enables the Users of this Website to report and make The Company aware of any abuse, incidents, violation of rights, inappropriate contents or contents that are in breach of the provisions in these General Terms and Conditions that may appear on this Website of which they become aware by writing an email to [info@trueinstinct.com](mailto:info@trueinstinct.com). Users must give a brief description of the reasons for their complaint or of the incident in question. The Company shall act with the necessary diligence in response to a complaint in order to remove or block access to the corresponding data or information. In this regard, the User is hereby informed that the personal data of the informant and the accused may be transferred by The Company for the purposes of investigating the abuse, incident, content or breach reported and deciding whether the competent public authorities should be made aware of this, in which case the data referred to shall be disclosed to the public and/or judicial authorities, and to law enforcement bodies and agencies. Notwithstanding this possibility of divulging and reporting information offered by The Company, the User may use other systems for divulging and reporting information contained on the Social Networks on which The Company has created official profiles.

The User is hereby informed that the contents on this Website stored by the User as a consequence of using this Website shall imply the assignment free of charge for an indefinite period to The Company of all of the exploitation rights over the contents referred to, that is, the rights to reproduce, distribute, publicly disclose and transform such contents.

## **VI. Participation in competitions and promotions**

Should the data provided by Users following their participation in competitions and promotions be collected for processing, they shall be duly informed of this in the competition or promotion rules in question and, if applicable, in all other related information provided. However, by way of example but not limited to, the Users are hereby informed that their participation shall be subject to their data being processed for the purposes of sending advertising or promotional messages (including electronic marketing messages) related to True Instinct's products, services and activities, as well as for managing their participation in each specific promotion or competition and verifying that the Users fulfil the necessary requisites for receiving the prize given in a promotion or competition, in order to award or send the prize to the winner and to publish the names of the winners and/or materials awarded a prize on this Website, other websites and other media, notwithstanding any other purposes that may be established in each specific competition or promotion.

The Users are likewise informed that whenever any contents are posted on this Website as a result of their participation in a competition or promotion, their acceptance of the terms and conditions of the competition

or promotion in question and these General Conditions shall imply the assignment, free of charge for an indefinite period, to The Company of all of the exploitation rights over the aforementioned contents.

## **VII. "NUTRITION QUESTIONS" section**

This Website may include a "NUTRITION QUESTIONS" section. This section is an online information service that gives opinions of an illustrative, informative and/or educational nature in relation to questions about nutrition that the User may ask. By no means are such views intended to nor should replace a visit and consultation with a professional veterinarian, as the veterinarians who provide their opinions on "NUTRITION QUESTIONS" do so without physically examining the dog/cat in question. Therefore, anything posted on this Website cannot nor is intended to be used as a veterinary diagnosis or treatment.

The Company declines all liability for the improper interpretation, use or application of the opinions provided in the "NUTRITION QUESTIONS" section.

Both the questions posed by Users as well as any documentation that Users attach as supporting documentation may be posted by The Company on its Website and be seen by all its other users. Therefore, Users who ask questions that reference real veterinary clinical cases guarantee that consent of the owner of the pet referred to in each case has been previously obtained in order for it to be posted on the Website. Additionally, should third-party personal data figure in the question or the attached supporting documentation, the User guarantees that consent for said data to be published on the Website has been previously obtained. If the User has not obtained such consent, the question may still be posted on the Website provided that any reference to third-party personal data is removed or deleted.

Furthermore, should questions be posted about case studies given to veterinary school students during the course of their studies, or include fragments of veterinary books or texts, the User must hold the corresponding intellectual property rights or have obtained the necessary license or authorisation to use them in the "NUTRITION QUESTIONS" section.

Veterinarians who answer the questions that Users post in the "NUTRITION QUESTIONS" section shall attempt to answer them as soon as possible, depending on their availability.

In the "NUTRITION QUESTIONS" section The Company offers Users the possibility to report and to inform The Company, through the e-mail [info@trueinstinct.com](mailto:info@trueinstinct.com), of any abuse, incidents, violations of rights, inappropriate content or content that breaches the provisions of these General Terms and Conditions, the laws on data protection and, in general, the legal system that may appear in this section, that Users may be aware of, as detailed in paragraph V "Use of services and content" of these General Terms and Conditions. The Company shall act with the necessary diligence in response to a complaint in order to remove or block access to the corresponding data or information.

## **VIII. Social media**

The processing of the data of Users who become followers of the official profiles of The Company and its brands shall be governed by the terms and conditions provided for in these General Terms and Conditions (section "III. Personal data") and, subsequently, by the privacy policies, and terms and conditions of use that may be established by the Social Networks used.

The Company shall process the data of the Users who become followers or fans of any of the abovementioned profiles, for the purposes described in section "III. Personal data" of these General Terms and Conditions, as well as for the purposes of properly managing the aforementioned profiles and finding out the opinions and/or comments of Users. By becoming a fan or follower, the Users consent to their data being processed in line with the purposes set out in the environment of the Social Network concerned.

The Company may remove any information or content from its profile that goes against the rules set out in the general terms and conditions of use of the Social Network in question, as well as against the provisions set out in these General Terms and Conditions.

Users may exercise their rights to access, rectify, cancel and contest their data at any time, in the way described in the section "The right to access, rectify, cancel and contest data" above. In any event, Users may delete their follower status on the official sites of Social Networks by following the steps set out in the terms and conditions of use of any given Social Network, in which case The Company shall not be able to intervene in this process. Users are likewise reminded that any modifications or amendments to their data on Social Networks must be made through their user settings, as The Company is unable to make such changes.

In order to submit any queries related to the way the Social Networks on which The Company has official profiles process the personal data of followers, the User may contact The Company at the following email address: [info@trueinstinct.com](mailto:info@trueinstinct.com).

## **IX. Release of liability**

The Company provides its users with pieces of information, which, despite being compiled by experts in the sector and the diligence taken in drawing them up, may contain inaccuracies or errors, or they may not be up to date when the User accesses them. Therefore, having made the User aware of potential inaccuracies in the content of this Website, The Company may not be held liable for damages arising from the hypothetical lack of reliability, completeness and/or relevance of the contents, in addition to possible typing errors, shortcomings or flaws in figures that may be posted on the Website.

Furthermore, The Company may not be held liable for service outages, malfunctions or problems with data network connections through which this Website is accessed, whatever the origin of the malfunction.

The Company is unable to guarantee that the contents on this Website are suitable or available outside of Spain. Should all or part of the contents on this Website be considered illegal in countries outside Spain, their access and use by Users shall be prohibited and, in the event that they do access them, the User shall be solely responsible for their use.

The use that may be made of the information and contents that appear on this Website and/or access to other third-party websites through the links posted on this Website shall remain the sole responsibility of the Users who perform such actions. Under no circumstances may The Company be held liable for any damages that may be sustained from such use or activities.

As a consequence, the User expressly and fully accepts that the access to and use of this Website is undertaken under sole and exclusive responsibility of the User.

## **X. Applicable law and jurisdiction**

These General Terms and Conditions and any matters related to their interpretation, performance or non-performance shall be governed by Spanish law, notwithstanding any EU regulations and international treaties to which they may be subject.

Furthermore, The Company and the User submit, with express waiver of any other jurisdiction to which they may have recourse, all matters, incidents or disputes that may arise related to this Website, to the Courts and Tribunals to which The Company is subject by virtue of its registered address as stated above, notwithstanding any other jurisdictions to which it may be subject by virtue of the application of EU Regulation 44/2001 or any other EU regulations and international treaties to which it may be subject.