

General Conditions of Sale

TERMS AND CONDITIONS OF SALE OF THE WEBSITE

This document establishes the “GENERAL CONDITIONS OF SALE” that regulate the operation of this Website and the purchase of products/services through “tramed.com”. Use of the Website constitutes acceptance of these General Terms and Conditions of Sale. However, if you have any doubts or queries about them, you can contact our Customer Service Department through:

Contact e-mail: callcenter@tramed.com

Contact telephone number: 96 091 33 16

These **GENERAL CONDITIONS OF SALE** have been drawn up in accordance with the provisions of:

Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce (LSSI CE 34/2002), **Royal Legislative Decree 1/2007**, of 16 November, approving the Revised Text of the General Law for the Defence of Consumers and Users and other complementary laws, Article 14 of **Regulation (EU) 524/2013** of the European Parliament and of the Council, of 21 May 2013, and Regulation No. 1177/2010 of the European Parliament and of the Council, of 24 November 2010, concerning the rights of passengers when travelling by sea and inland waterways and amending Regulation (EC) No. 2006/2004.

1. General Contact Information

In accordance with the Law 34/2002, of 11 July, of Services of the Information Society and Electronic Commerce, you are hereby informed that the ownership of this Website, “tramed.com”, (hereinafter Website) is held by: **TRASMED GLE, S.L.**, (hereinafter **TRASMED**) holder of Tax Identification Number: B05405105, registered in the Companies' Register of Valencia, Volume 10985, Folio 1, Page V-198081, Entry 1, and whose contact details are:

Address: Dique del este, S/N – 46024 Valencia

Contact telephone number: 96 091 33 16

Contact e-mail: callcenter@tramed.com

2. Purpose

The purpose of these “GENERAL CONDITIONS OF SALE” is, **firstly**, to inform Buyer users of the conditions and modalities under which **TRASMED** will proceed with the sale and delivery of the products/services purchased and, **secondly**, to inform on the rights and obligations of “the parties” within the framework of the sale of the products/services by **TRASMED** to the customer (hereinafter “the Buyer”).

These “GENERAL CONDITIONS OF SALE” shall apply without restriction or reservation to all sales of products/services made through the Website. Therefore, “the Buyer”, on completing a purchase of products/services, acknowledges that he/she is aware of these “GENERAL CONDITIONS OF SALE” prior to making the Booking, and fully accepts without any reserves.

TRASMED reserves the right to unilaterally modify these “GENERAL CONDITIONS OF SALE” at any time. However, those which the Buyer has accepted at the time of making the Booking shall apply to each Booking.

These “GENERAL CONDITIONS OF SALE” include the **General Conditions of Use** of the Website and are supplemented by the provisions of the **Privacy Policy** and the **Cookies Policy**.

3. Products and Services

For the purposes of these “GENERAL CONDITIONS OF SALE” it is understood that the activity

that **TRASMED** carries out through the Website includes:

Sale of maritime transport tickets for passengers, vehicles and complementary services.

4. User access

By simply accessing the Website, said person is considered to be a user.

The use of the services offered on the website is free for users, and does not entail any commission or cost of any kind in accessing the website, except for the cost of the connection through the telecommunications network supplied by the access provider contracted by the user, which will be charged to the user.

Access via third party applications (e.g. Facebook) implies that the security of access via third party applications is the responsibility of those entities. Likewise, the Website declines any direct or indirect responsibility for the failure of the systems or unavailability of the Website or any similar situation.

5. Terms of use of the website

The user is responsible for the entirety of the content he/she publishes and for its veracity. **TRASMED** reserves the right to verify all user comments and/or feedback before final publication on the Website. The user shall be solely responsible for any false, inaccurate or out-of-date statements made and for any damages caused to **TRASMED** or third parties as a result of non-compliance with this duty.

The responsibility for the comments, directly or indirectly published on the Website lies solely and exclusively with the user and **TRASMED** declines any responsibility for their veracity.

By using this Website, the user accepts that most of the communications with **TRASMED** will be electronic (e-mail or notices published on the Website).

For contractual purposes, the User consents to this electronic means of communication and acknowledges that all contracts, notices, information and other communications that **TRASMED** sends electronically will comply with the legal requirements for written communication. This condition does not affect the User's statutory rights.

The User may send notifications and/or communicate with **TRASMED** through the contact details provided in these Conditions and, where appropriate, through the contact spaces on the Website. Likewise, unless otherwise stipulated, **TRASMED** may contact and/or notify the User by e-mail or at the postal address provided.

The User undertakes to make reasonable use of the services of the Website and to comply with the "**GENERAL CONDITIONS OF SALE**", with **TRASMED** reserving the right to limit such use if it deems it appropriate.

The Website is governed by the laws applicable in Spain. **TRASMED** makes no representation that the Website complies with the laws of other countries, either in whole or in part. **TRASMED** declines all liability that may arise from such access.

User's are expressly prohibited from:

- Using the name of **TRASMED** for professional or lucrative purposes, directly or indirectly.
- Using the **TRASMED** Website for purposes other than the purchase of products and/or services.
- Making false or fraudulent purchases. If we reasonably consider that a User has placed an order of this nature, we are authorised to cancel it and inform the relevant authorities.
- The publication of offensive content, of any kind, sexist, racist, defamatory and/or contrary to current legislation in Spain and the European Union.
- Defame, abuse, harass, stalk, annoy, threaten or otherwise violate the legal rights, such as rights of privacy or publicity, of others.

- Using the website for promotional purposes not expressly authorised by the **TRASMED** team or the dissemination of unauthorised advertising content.
- Impersonation, with the legal consequences that may arise.
- Disseminate, publish or solicit information that promotes the commission of any unlawful act in the pertinent jurisdiction, including, but not limited to: wire fraud, SPAM, Phishing, Spoofing, Forgery and any other conduct that is considered an unlawful act.
- Make any fraudulent use of the Website.

6. Intellectual Property Rights

The Website is protected by intellectual and industrial property rights. By way of example, but not limited to, the contents, graphic design, source code, logos, texts, graphics, illustrations, photographs and other elements that appear on the Website. Therefore, the User acknowledges that the reproduction, distribution, commercialisation, transformation and, in general, any form of exploitation, by any means, of all or part of the Website constitutes an infringement of the intellectual and industrial property rights of **TRASMED** or of the owner of the same, unless the User has obtained prior express authorisation.

Any **non-TRASMED** use, including the reproduction, modification, distribution, transmission, republication, arrangement or representation of any elements thereof is strictly prohibited without the express written consent of **TRASMED**.

The User may not modify or use such intellectual and industrial property in such a way that its disclosure would be detrimental to **TRASMED**.

TRASMED will claim for damages arising from the improper use by third parties of its intellectual and industrial property.

TRASMED does not grant any licence or authorisation of use of any kind over its intellectual and industrial property rights or over any other right or property related to the Website, the services or the contents.

7. Notification of infringements

In the event that the User infringes intellectual and/or industrial property rights or any other rights of third parties, he/she will be warned by **TRASMED** as soon as the latter becomes aware of such infringements to cease publication of the infringing content. In such a case, the User shall be liable for such infringements.

If any person or entity considers that the contents published on the Website infringe their rights to honour, privacy, image or any other right, they may notify **TRASMED** by any of the contact methods listed on the Website with the subject "Infringement of rights", requesting their removal and providing the following information:

1. Identification of the rights protected by the relevant legislation in force that are considered to have been infringed.
2. Identification of the content that is claimed to infringe the rights in question with information reasonably sufficient to permit **TRASMED** to locate such material on the Website.
3. Contact details (physical or e-mail address and telephone number) to enable **TRASMED** to communicate with the person or entity.
4. A statement by that person or entity that the information in the notification is true and accurate and that he or she is the owner of the rights that are allegedly infringed or is authorised or permitted to act on behalf of the owner.
5. A copy of the User's ID card, passport or other document proving their identity.

TRASMED will attend to the request and if it considers that the person or entity has justified reasons or causes to request the removal of such contents, it will immediately remove them from the Website so that they are not accessible to users, not even from the cache memory.

8. Formalisation of the contract and bookings

The Buyer may conclude, at its choice, the contract of carriage by sea with **TRASMED** in any of the languages in which these “**GENERAL CONDITIONS OF SALE**” are available on the Website.

8.1 Tariffs

The corresponding tariffs are indicated in euros (€) and are those in force at the time of the “**Booking**”. A “**Booking**” is understood to be that which is described in point 8.3 of these “**GENERAL CONDITIONS OF SALE**”. The sale price of the products/services that appears on the Website may be modified by **TRASMED** at any time, with the price applied to the purchase being the price which appears on the screen at the time of making the Booking. The Buyer is also informed that the price of the additional services is exclusive for online purchases. If these services are purchased on board, the price may vary.

The prices shall include Value Added Tax (VAT) which, where applicable, may be applicable on the date of the Booking in accordance with current legislation. Any change in the applicable rate will automatically affect the price of the products/services sold by **TRASMED** on the Website. Purchases made by residents of countries outside the European Union or Ceuta and Melilla will be exempt from VAT.

8.2 Discounted tariffs

Balearic Island Residents

Residents of the Balearic Islands can accredit their status as beneficiaries of the subsidised for regular maritime passenger transport when they purchase their ticket.

The discount applicable to all direct journeys, whether one-way or round-trip, will be 75% for Balearic Island residents (89% in the case of Formentera and for the Ibiza-Formentera route). This discount is applied to the cost of the accommodation. Vehicles, pets or other services such as menus, insurance, etc. are not subsidised.

The discount to which residents of the Balearic Islands are entitled will appear in the last step of the purchase process, together with the details of all passengers.

In order to benefit from the discount, during the booking process the User must enter their identity document (DNI or NIE) and name and surname as they appear verbatim on the document. Online check-in can be carried out as of 7 days before departure. If you cannot do this through the Website, you must go to the ticket office and present your Certificate of Residence. For this purpose, we recommend that all passengers carry the identity document that appears on the certificate.

The supporting documents required to benefit from the subsidised tariffs are as follows:

Spanish citizens, citizens of the European Union, EEA or Switzerland who reside in the Balearic Islands (who are registered residents): Valid ID card or passport.

If you are a Spanish passenger under 14 years of age and do not have a DNI card or passport, only the

census registration certificate issued by the town hall where you reside.

Third-country nationals (not mentioned in the first section) **who are family members of Spanish, European Union or Swiss nationals** and reside in the Balearic Islands (who are registered on the Balearic Islands census): Foreign Identity Card

Third-country nationals (not mentioned in the first section) **with a long-term residence permit**: Foreigners' identity card stating the status of long-term (or permanent) resident.

You can view this information at: <https://www.mitma.gob.es/marina-mercante/subvenciones-para-el-transporte-maritimo/informacion-general>

Large Families

Persons with the status of accredited large family members (with an official certificate issued by the Autonomous Communities) are entitled to benefit from a subsidy on regular maritime passenger transport at the time of purchase of their ticket.

The discount applicable to all direct journeys, whether one-way or return, will be 20% if you are a member of a large family in general and 50% if you are a member of a special large family.

This discount is applied to the cost of the accommodation. Vehicles, pets or other services such as menus, insurance, etc. are not subsidised.

The discount will be reflected from the first step of the purchase process.

In order to benefit from the discount, passengers must present their Official Large Family Document during check-in. If you are unable to do so via the website, you must present it at the terminal ticket office before the departure of the ship. For this purpose, we recommend that all passengers carry the identity document that appears on the certificate.

The supporting documents required to benefit from the subsidised tariffs are as follows:

Official Large Family Document or Individual Document issued by the corresponding Autonomous Community, in force and the ID card or equivalent document.

If you are a Spanish passenger under 14 years of age and do not have this document, the date of birth must be noted on the ticket.

You can view this information at: <https://www.mitma.gob.es/marina-mercante/subvenciones-para-el-transporte-maritimo/informacion-general>

In the event that several subsidies, managed by the General State Administration, are accumulated in the same journey, the total applicable subsidy percentage may in no case exceed 85% of the regular transport service fare. If the journey is inter-island, the cumulative discount could be up to 100%.

These discounts shall not apply to tickets which allow their use by persons other than the beneficiary.

This discount is applied to the cost of the accommodation. Vehicles, pets or other services such as menus, insurance, etc. are not subsidised.

8.3 Bookings

Making a Booking is equivalent to accepting these "GENERAL CONDITIONS OF SALE", without prejudice to any specific conditions that the Parties may agree upon.

The Buyer shall follow the procedure of purchase and/or acquisition of "trasmed.com", during which, several products/services can be selected and added to the cart, basket or final purchase space. It is also possible to purchase additional services during the purchase process and add them to the shopping cart. If an additional service is purchased during the booking process, it must be assigned to each passenger included in the Booking, and more than one additional service may be assigned to each passenger.

The Buyer will have the possibility to check the details of his/her Booking, with the characteristics of the contracted services and the details of the passengers, before confirming the Booking. It is important that the Buyer reviews them to correct any errors. As soon as the Buyer confirms his/her Booking by clicking on the "PAY BY CARD" or "AMAZON PAY" icon (hereinafter referred to as the "Booking"), the Buyer shall be deemed to have knowingly accepted the content and conditions of the Booking in question and, in particular, the fact that his/her Booking entails an obligation for payment.

Likewise, once the Booking has been completed, the Buyer may modify their Booking to purchase additional services through the Private User Area "My Account", as long as they have not checked in and have not generated their boarding passes.

8.4 Open Return Tickets (Open Ticket)

TRASMED offers the Buyer the possibility of purchasing a ticket with an open return date, i.e. without a fixed return date.

During the purchase process, once the outbound and return journeys, the number of passengers and the vehicles have been selected, the calendar appears on the screen to select the dates of the journey. At this point, the option to select "Open return" is provided on the screen.

Open tickets are valid for 1 year from the date of the outbound journey to indicate the date of return. To do so, the Buyer must contact the Customer Service Centre via the telephone number: 96 091 33 16, by sending an e-mail to callcenter@trasmed.com or directly at the port ticket offices.

TRASMED informs the Buyer that when an open return ticket is converted into a closed ticket (i.e. when a return date is set), the cancellation of the ticket does not entail any penalty.

8.5 Booking Confirmation

The Booking will be confirmed by **TRASMED** by sending an e-mail to the Buyer (the "Booking confirmation e-mail"), containing all the information relating to the essential characteristics of the products/services purchased and a detailed indication of the price.

The Booking Confirmation (Transport Voucher) must be printed out or kept in digital format so that it can be presented at the boarding services on the day of departure.

The Buyer is informed that the aforementioned e-mail will be sent to the e-mail address provided during the booking process.

If you have any queries regarding your booking or if you do not receive confirmation of your booking, please contact us by calling: 96 091 33 16

Moreover, **TRASMED** assumes no responsibility in the event of an error when entering the e-mail address or non-receipt of the confirmation e-mail of the Booking. In such cases, the sale shall be final, except in the event of cancellation of the Booking by **TRASMED**.

Once the purchase process has been completed, the Buyer shall be entitled to receive a paper invoice. Likewise, the issuing of the electronic invoice will be conditional upon previously obtaining your express consent, which will be obtained by means of your request via e-mail: clientes@tramed.com, you may revoke your consent at any time by sending your request to the same e-mail address.

8.6 Passengers with reduced mobility

All our ships are equipped with cabins and seats for passengers with reduced mobility. To book an adapted cabin, please contact our Customer Service Centre on 96 091 33 16 or at the terminal ticket office. Online check-in is not available in these cases and must be carried out at the ticket counter.

8.7 Pregnant women and children

We hereby inform that pregnant women, from week 36 and onwards, are not allowed to board or travel on board the ships.

In order to board the ship, pregnant passengers must sign a Pregnant Passengers Information Document at the port window prior to boarding the ship.

Under no circumstances will children under 14 years of age be allowed to travel alone. In the event that the accompanying person is not a parent or legal guardian, a letter of authorisation must be shown in which the parents authorise to delegate the minor to the person indicated (the documentation must include a photocopy of the Spanish ID or Passport and the family record book where the minor and the father, mother or legal guardian are included).

8.8 Statutory right of withdrawal and withdrawal period

Exceptions to the statutory right of withdrawal

In accordance with Royal Legislative Decree 1/2007, of 16 November, enacting the revised text of the General Law for the Defence of Consumers and Users and other complementary laws in its Article 103, the right of withdrawal shall not apply when:

1. *l) The right of withdrawal does not apply to contracts for the provision of accommodation services for purposes other than housing, transport of goods, car rental, food or services related to leisure activities, if the contracts provide for a specific date or period of performance.*

Therefore, the Customer is informed that there is no legal right of withdrawal for purchases made.

9 Payment

9.1 Payment methods

The payment methods through which you can buy on the Website are: bank card or through the “AmazonPay” platform. The bank cards accepted on the **TRASMED** website are as follows: Visa and Master Card.

Credit cards are subject to verification and authorisation by the issuing entity of these cards, but if said entity does not authorise the payment, **TRASMED** will not be liable for any delay or non-delivery and will be unable to formalise a contract with the Buyer.

9.2 Payment modalities

All Bookings must be paid in euros, including all mandatory taxes and duties. Any bank charges shall be borne by the Buyer.

9.3 Security applicable to payment transactions

Bank card

In order to ensure the security of payments made by bank card, the Buyer must make the payment by card with the 3D Secure security protocol. To do so, the visual cryptogram (CVV) on the back of the bank card used by the Buyer must be disclosed to **TRASMED**. Once the card details have been entered, a new window from the Buyer's bank will appear on the screen, requesting a Personal Security Code. The code will be sent to the Buyer by SMS and the digits received must be entered in order to proceed with the Booking. In this way, **TRASMED** does not have access to the Buyer's information, rather it will be the bank that authenticates the Buyer's identity.

Amazon Pay

If you have an Amazon account, you can pay for your tickets using Amazon Pay. With this method you will use the information already stored in your Amazon account to pay on our website.

In the purchase process, once the Buyer has entered the details of all passengers, he/she can choose this payment method by entering the details of his/her Amazon account, the payment is made and in a few minutes the Buyer will receive confirmation of the booking.

Bizum

Bizum is a fast, secure and easy-to-use payment platform that allows the Buyer to pay immediately and securely from their mobile phone. In order to pay by this payment method, the Buyer must enter their mobile phone number and provide their Bizum Key. Once the payment has been made, the Buyer will receive confirmation of the Booking.

TRASMED uses all means possible to ensure the confidentiality and security of payment details provided by the Buyer during transactions made via the Website. As such, the Website uses a secure payment system with SSL (Secure Socket Layer) Certificate.

10 Boarding Information

10.1 Check-in and boarding pass

All passengers, including infants and pets, must be in possession of their personal boarding pass.

The online check-in can be carried out as of 7 days before the departure date via: **online check-in link** and printing the corresponding boarding pass or downloading it to a mobile device.

Boarding passes can also be obtained directly from the port ticket offices or from the self-check-in machines available at some maritime terminals. Also in these cases as of 7 days before departure.

In the following cases, it is not possible to check in online, but the Buyer must collect the boarding passes at the ticket office on the day of departure:

- Journeys operated by other companies.
- Subsidised tickets if the supporting documentation does not exist in our system or in the archives of the Directorate-General for Merchant Shipping.
- Group boarding

You will have to go through the ticket office at the maritime terminal in the event of:

- Lost or damaged boarding card
- If the boarding card cannot be electronically validated
- If the customer does not present both copies when boarding: copy for the shipping company and copy for the customer.

10.2 Resident and Large Family

If you are a resident of the Balearic Islands or you are accredited as a Large Family, do not forget to always carry with you your accreditation for said discount together with your valid ID card or passport.

10.3 Travel documents

In order to travel, all passengers must present themselves at boarding with the documentation required by current regulations (ID card, passport or NIE). It must be a valid original.

In the case of children under 14 years of age, they can identify themselves by means of an ID card, passport or family book.

Under no circumstances will children under 14 years of age be allowed to travel alone. In the event that the accompanying person is not a parent or legal guardian, a letter of authorisation must be shown in which the parents authorise to delegate the minor to the person indicated (the documentation must include a photocopy of the Spanish ID or Passport and the family record book where the minor and the father, mother or legal guardian are included).

In the case of discounted/subsidised fares (residents or large families), the accreditation document must be presented in order to benefit from the discount/subsidy.

10.4 Luggage

If you are not travelling with your vehicle, it is important that you are aware how much luggage you can bring on board. You will only be able to bring on board what you can carry on your own for a single trip. Failure to comply with this condition may result in denial of boarding. We recommend that passengers pay special attention to their belongings as **TRASMED** is not responsible for possible theft, loss of luggage or valuables.

A baggage service is available on board our ships where you can store your belongings. This area is closed to the public for the duration of the crossing. You can ask for this service at the reception desk on board.

You are not permitted to bring on-board (in any form, as hand luggage or in vehicles):

- Oxidising substances such as soda or peroxides.
- Flammable substances: liquids such as fuels, paints or solvents; gases (flammable, non-flammable, intensely cooled or poisonous) such as camping gas, oxygen, propane or butane; solids such as easily ignitable articles, substances subject to spontaneous combustion or emitting flammable gases on contact with water.
- Ammunition, explosives, flares or firework articles.
- Security briefcases fitted with alarm systems.
- Radioactive substances.

Certain medicines, toiletries, carbonic snow, oxygen or carbon dioxide cylinders for medical use, as well as ammunition for hunting weapons could be subject to restrictions.

Alcoholic beverages taken on board may be seized until arrival in port.

Electric mobility devices

To prevent possible fire hazards on board derived from Lithium-ion batteries, it is forbidden to charge batteries of all electric mobility devices on board vessels (scooters, bicycles, unicycles, seaway, overboard or any other electric vehicle).

The responsibility for any accident resulting from non-compliance with the rules of coexistence and safety on board will be the responsibility of the passenger who violates them.

Changes to departure times

Departure times may be affected by force majeure or other causes that prevent safe navigation. In order for us to be able to inform you about departure time changes, should they occur, it is important that you include a telephone number and e-mail address when making your purchase/booking.

If you have any questions, you can always contact our Customer Service Centre (Call Centre) through the following means:

Contact telephone number: 96 091 33 16

Contact e-mail: callcenter@tramed.com

10.5 Boarding

Before boarding, we recommend that you carefully read and consider the following information:

Boarding deadline

If you are travelling with a vehicle, you must be at the boarding gate no later than 60 minutes before the official scheduled departure time; if you are travelling on foot (without a vehicle), no later than 30 minutes before departure, **except for the port of Palma (Mallorca)** where passengers without vehicle must arrive **no later than 45 minutes** before departure.

After this time, boarding will be closed and **TRASMED** will not be responsible for not admitting a passenger and/or vehicle when they present themselves on the premises after the boarding has closed.

Boarding pass control (paper or electronic)

Before boarding, our shore staff will check your boarding cards (remember that you must present the copy for the shipping company and the copy for the customer) and verify that the names on the boarding card correspond to the ID card, passport or residence card details of all passengers in the booking.

If the information on the boarding card and identification documents do not match, boarding will not be permitted.

It is important to keep your boarding pass with you throughout your journey.

Boarding vehicles

If you are going to board with your vehicle, remember that the latest boarding time is 60 minutes before the official scheduled departure time. After this time, **TRASMED** will not be able to guarantee the boarding of your vehicle.

Don't forget to bring with you your vehicle documents and insurance, which must be valid on the day of departure.

The vehicle boarding must match the vehicle included on the ticket and must be of the length and height indicated on the booking, otherwise **TRASMED** will not be able to guarantee boarding.

If the vehicle corresponds to a higher rate than the booked vehicle, the difference in price must be paid. **TRASMED** can request the vehicle's technical data sheet for verification.

Vehicles must always board with a driver. Trailers must always be loaded with the vehicle transporting them.

You can leave your luggage inside the vehicle, but we recommend that you take what you need for the sailing hours, as you will not be able to access it until you arrive (the garages are closed during the crossing).

Vans: if you are boarding with a marked vehicle or carrying cargo, you will not be able to purchase tickets on the website. We recommend that you contact our cargo department.

In compliance with current security regulations, the names of passengers and their identity documents, as well as the brand, model and registration number of the vehicles on the ticket must match the passengers and vehicles to be boarded. Otherwise, this could result in a refusal to allow boarding.

Bicycles, surfboards and pleasure craft

With **TRASMED** you enjoy the free transport service for bicycles, surfboards and kayaks, which will travel in the garage appropriately secured. The passenger is responsible for loading, custody and unloading.

If you are travelling with a pleasure boat, it must be positioned in the garage next to your vehicle (as an integral part of it). The overall length shall be taken as the sum of the vehicle and the craft (including the tow bar) and the height shall be taken as the height of the vehicle and the craft. You can check the rates for boarding this type of vehicle, as they vary according to the route and the total length/height measurements.

11 Changes and Cancellations

During the booking process, the Buyer may choose between the "No Flexibility", "Medium Flexibility" or "Flexibility Plus" plan. Depending on the Plan you have chosen, the ticket will be governed by the following modification or cancellation conditions:

	Change Date	Change Time	Change Route	Change Accommodation	Change Passenger's Details*	Change Vehicle's Details*	Cancellation*	Change Flexibility Plan
No Flexibility	NO	NO	NO	NO	YES	YES	NO	NO
Medium Flexibility	YES	YES	YES	YES	YES	YES	NO	YES
Flexibility Plus	YES	YES	YES	YES	YES	YES	YES	YES

11.1 Ticket modification

Depending on the type of fare chosen (No flexibility, Medium or Plus), the following items may be modified: date of travel, route, journey time, accommodation and type of flexibility. These changes may require the payment of an additional amount if there is a fare difference between the original ticket and the new one. Modification of the ticket will only be possible if requested up to 2 hours before the ship's departure time, except for the upgrade option, which can be done at any time, even on board the ship.

*** Change of passenger details**

In the event of an error when entering the passenger's personal details during the booking process or, in the event that missing passenger information needs to be added, the passenger's personal details may be changed or extended, with any type of fare (No Flexibility, Medium Flexibility or Flexibility Plus), at no additional cost

The personal details that can be modified/added are the following:

- Name and surnames
- Type and number of the passenger's identification document.

(You cannot change the passenger's full name and ID number at the same time)

- Date of birth (as long as the passenger's assigned category is maintained: infant, child or adult)
- Identity document expiry date
- Gender
- Nationality

***Change of vehicle details**

The following vehicle details can be changed: make, model and number plate. This can be done at no additional cost, as long as the same category is maintained.

In the event that the passenger wishes to change category (for example, from car to motorbike), they should contact the Customer Service (Call Centre) by phone on 96 091 33 16 or via email: callcenter@tramed.com As well as at the ticket offices of the maritime stations where **TRASMED** operates

11.2 Ticket modification through "MyTrasmed"

Modifications can be made from the private user area "**My Trasmed**". All the passenger needs to do is register, create an account and, by doing so, they will be able to manage their bookings in a convenient and simple way. The "**My Trasmed**" private area is also available from the mobile App.

It is also possible to request a modification of your booking by contacting the customer Service (Call Centre) by phone on 96 091 33 16 or via email: callcenter@trasmed.com As well as at the ticket offices of the maritime stations where **TRASMED** operates.

11.3 Ticket cancellation

Cancellation is only permitted for tickets purchased with the Flexibility Plus fare, subject to the following conditions:

- If the cancellation or postponement is made **3 or more days before the trip**, **TRASMED** will refund the passenger the full amount of the ticket, except for the issuance charges.
- If the cancellation or postponement is made **up to 2 days before the trip**, **TRASMED** will refund the passenger the full amount of the ticket, except for the issuance charges and will apply a penalty of 10% of the total amount of the ticket.
- If the cancellation or postponement takes place **1 day before the trip**, **TRASMED** will refund the passenger the full amount of the ticket, except for the issuance charges and will apply a penalty of 20% of the total amount of the ticket.
- If the cancellation or postponement is made on **the same day of the trip**, there will be a penalty for the total amount of the ticket.

You can request the cancellation or postponement of your ticket by contacting the Customer Service (Call Centre) by phone on 96 091 33 16 or via email: callcenter@trasmed.com

The Buyer is also informed that if the ticket they wish to cancel has an additional service purchased, the amount of said service will be paid in full by **TRASMED**, without any penalty in this regard. Only the penalty corresponding to the amount of the ticket will be applied.

No changes or cancellations will be allowed after check-in and boarding passes have been issued

11.4. Additional services not used on board

Any additional services purchased that have not been used or consumed on board will not be reimbursed by **TRASMED**.

This trip generates +x Knots which will be shared equally among the adult passengers in the "My Trasmed Club".

We remind you that for every €10 you spend; we give you 1 Knot for your next trip. Each Knot is equivalent to 1 euro. Knots cannot be earned for additional services purchased with the ticket, such as menus.

12.Liability and security of your transactions

TRASMED guarantees the correct implementation of security measures and control over the processing of the personal data provided, which are necessary to carry out online transactions. The communication of the bank card number and the final validation of the Booking shall serve as proof of acceptance of the aforementioned Booking and of the enforceability of the amounts committed for reserving the products listed in the Booking. The computer records, kept in the computer systems of **TRASMED** and its partners, shall be considered proof of the communications, Booking and payments made between the Parties.

In particular, the Buyer is responsible for maintaining the security of its online transactions. Therefore, **TRASMED** does not assume, in any case, any liability for the fraudulent use of this data.

13. Customer care / Mediation Services

For any additional information, query related to the status of a Booking or a reimbursement, or complaint related to your Booking, please contact the **TRASMED** Customer Service Department via:

Contact telephone number: 96 091 33 16

Contact e-mail callcenter@trasmed.com

14. Liability

14.1 Capacity

Except where there are legal provisions to the contrary, **TRASMED** shall not accept any liability (older than 18 years of age, or emancipated minors over 16 years of age), for the following losses, regardless of their origin:

- Any loss that is not attributable to any failure on its part.
- Business losses (including loss of business profits, revenues, contracts, anticipated savings, data, loss of goodwill or unnecessary expenses incurred) or consequential damages of any kind.
- Any other indirect loss which was not expressly foreseen by both parties at the time the contract of sale of the goods/services was concluded and the consideration for such assumption of liability established.

Similarly, **TRASMED** also limits its liability in the following cases:

- **TRASMED** applies all available measures to provide a faithful image of the product/service available on the website, however, it is not responsible for the minimum differences or inaccuracies that may exist due to the lack of screen resolution, issues with the browser being used or any other similar issues.
- Technical failures that, due to accidental or other causes, prevent a normal operation of the internet service. Lack of availability of the website due to maintenance or other reasons, which prevent the service from being available. **TRASMED** makes all possible means available for the purpose of completing the entire purchase process, however, it shall not be held liable for causes that are not attributable to it, fortuitous or force majeure cases.
- **TRASMED** shall not be liable for any damages arising from misuse of the Website, nor for any fraudulent actions carried out on the basis of the information provided therein.
- **TRASMED** is not responsible for any possible security errors or disconnections that may occur or for any damages that may be caused to the user's computer system (hardware and software), files or documents stored therein, as a consequence of the presence of virus on the user's computer used for browsing the services and contents of the website, of a malfunction of the browser or the use of non-updated versions of the same.

In general, **TRASMED** will not be liable for any failure or delay in the fulfilment of any of the obligations assumed, when this is due to events that are outside its reasonable control, i.e. due to force majeure, which by way of example may include, yet are not limited to, the following:

- Strikes, lockouts or other protest measures, if their cause is not attributable to Trasméd.
- Civil unrest, riot, invasion, terrorist attack or threat, state of alarm, war (whether or not it has been declared) or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

- Inability to use trains, ships, aircraft, motor transport or other means of transport, public or private.
- Inability to use public or private telecommunications networks.
- Acts, decrees, legislation, regulations or restrictions of any government or public authority.

Thus, the obligations shall be suspended during the period that the force majeure event continues, and **TRASMED** will have an extension in the deadline to comply with these obligations for a period of time equal to the duration of the force majeure event. **TRASMED** will use all reasonable means to find a solution that will enable it to fulfil its obligations despite the force majeure.

15.Liability and limitation of liability for links from other websites

Users who wish to offer content from the **TRASMED** Website on their own website may insert a link on their website that links their website to the home page of the **TRASMED** Website.

The website that offer a link to the **TRASMED** Website may use the brand, logo, commercial name and/or any other distinctive sign of **TRASMED** only and exclusively in the cases legally authorised or expressly permitted by **TRASMED**.

The user may not reproduce the **TRASMED** Website in any way on their own website, nor may they establish frames of any kind that surround the website or allow it to be viewed through different Internet addresses, or together with external content, in such a way that it causes or may cause error or confusion in the public as to the origin of the content, implies an act of unfair comparison or imitation, serves to take advantage of the **TRASMED** reputation and brand, or is carried out in any other way prohibited by applicable legislation.

The user who inserts the link to the **TRASMED** Website may not, under any circumstances, make false or inaccurate statements about **TRASMED**, its members and/or users or about the quality of the contents offered.

The websites that offer links to the **TRASMED** Website shall not offer contents that are illicit, harmful, contrary to morals and good customs, that produce or may produce the false idea that **TRASMED** endorses or supports the ideas, statements or actions of said users, or that are inappropriate in relation to the activity carried out by **TRASMED**.

16.Liability and limitation of liability for links to other websites

In order to help the user search for information or services of interest, the **TRASMED** Website may include hyperlinks or links to other websites that are not owned or controlled by **TRASMED**. **TRASMED** does not control or assume any liability for the content, legal conditions, privacy policies or practices of third party websites.

The user acknowledges and accepts that access to other websites does not imply that **TRASMED** recommends and approves their content, and that **TRASMED** shall not be liable for any loss or damage that the user may suffer as a result of the availability of the aforementioned websites, or as a result of the credibility given to the completeness, accuracy or existence of any information offered through the aforementioned websites.

TRASMED will remove from its Website, or prevent access to those links that refer to illegal activities or activities that infringe the rights or property of a third party, provided that a competent body has so declared this, as established by current legislation

17.Advertising

The Website may contain advertising content. Advertisers are solely responsible for ensuring that material submitted for inclusion on the Website complies with any applicable laws. **TRASMED** shall not be liable for

any errors, inaccuracies or irregularities that may be contained in advertising or sponsor content.

18. Personal Data protection

TRASMED will process all information entered on the Website, in accordance with the Privacy Policy identified on the **trasmed.com** website as indicated in the General Data Protection Regulation EU 2016/679 and Organic Law 3/2018 on Personal Data Protection and guarantee of digital rights, as the data controller of the data included on the Website.

You can exercise your rights of access, rectification, deletion, opposition and, where appropriate, portability and limitation by sending an e-mail to **dpd@trasmedgle.com**. You can consult additional and detailed information on data protection at: **trasmed.com**

19. Claims and complaints

The Buyer may send to **TRASMED** his/her complaints or claims or any other kind of comment that he/she wishes to make through the contact details provided at the beginning of these Terms and Conditions (General contact information).

In accordance with EU REGULATION No. 1177/2010 OF EUROPEAN PARLIAMENT AND COUNCIL of 24 November 2010 on the rights of passengers travelling by sea and navigable waterways, and as stated by Article 24: If a passenger covered by this Regulation wishes to make a claim against the transport company or terminal operator, they shall submit it within a period of two months from the date on which a given service was provided, or should have been provided. Within a period of one month following the receipt of the claim, the transport company or terminal operator will notify the passenger that their claim has been dealt with or rejected, or that it is still being examined. The final response period may not exceed two months from the date of the receipt of the claim.

TRASMED will respond to the complaints received as soon as possible and, in any case, within one month of receipt of the complaint, the Buyer will be notified that his/her complaint has been dealt with or rejected or is still under consideration. The deadline for a final reply shall not exceed two months from the receipt of a complaint.

In addition, **TRASMED** has complaint forms available to consumers and users, which they can request from **TRASMED** at any time, using the contact details provided at the beginning of these Terms and Conditions (General contact information).

Information to the Buyer on the @E-commerce dispute resolution platform.

Furthermore, if a dispute arises from the conclusion of this purchase contract between **TRASMED** and the Buyer, the User as a consumer may request an out-of-court settlement of disputes, in accordance with Article 14.1 of Regulation (EU) 524/2013 of the European Parliament and of the Council, of 21 May 2013, on the settlement of online consumer disputes and amending Regulation (EC) 2006/2004 and Directive 2009/22/EC. You can access this method through the following website: <http://ec.europa.eu/consumers/odr/>

20. Partial invalidity

Should one or more of the provisions of these “**GENERAL CONDITIONS OF SALE**” be considered invalid or declared invalid by application of any law, regulation or as a result of a final decision by a competent authority, the remaining provisions shall remain in full force and effect.

Waiver exclusion

The failure of either party to exercise its rights in the event of breach by the other party of any of the obligations imposed on it by these “**GENERAL CONDITIONS OF SALE**” shall not be construed as a waiver of future breaches of the obligation in question.

Applicable law and competent jurisdiction

These general conditions are governed by the laws of the Spanish State. The parties submit, at their choice, to the courts and tribunals of the user’s domicile or, where appropriate, the place of fulfilment of the obligation, for the resolution of conflicts and with waiver of any other jurisdiction.

21.Validity

These “GENERAL CONDITIONS OF SALE” shall remain in force until the termination of the parties’ contract and the extinction of all obligations assumed by each party. These Terms and Conditions may be modified, so it is the customer’s responsibility to consult them periodically and especially when making a Booking, as the Conditions in force at that moment will be the ones applicable.

Date of revision of the conditions: mai 2024