



Our conditions of use - Legal Notice

1. Legal information and acceptance

The terms and conditions contained in this Legal Notice regulate the use of the Website www.prodiesante.com (hereinafter, the “**Website**“) that Prodie Santé Recruitment, S.L. (hereinafter, “**Prodie Santé**“) makes available to the Users who access its Website (hereinafter, the “**User**” or “**Users**”).

The Website provides recruitment services by bringing doctors and other health related professionals into contact with hospitals, clinics and other public/private health related institutions with recruitment necessities, either for specific locum duties or as candidates for permanent positions or long-term contracts (hereinafter, the “**Services**”).

Prodie Santé.with VAT number B-86928876 and registered office in C/ Monte Umbrío, 47, Postal Code 28770, Colmenar Viejo – Madrid, is listed on the Commercial Register of Madrid, on book 32005, sheet 169, Volume 8, Page number 575888, inscription number 1. If you wish to contact Prodie Santé in relation to the Website you can do so by e-mailing Prodie Santé at contact@prodiesante.com.

The use of the Website by the User entails the acceptance of all the conditions contained in this Legal Notice.

The duration of the Website service is limited to the moment in which the User is connected to the Website or any of the Services that are provided through the same. Therefore, the User shall read this Legal Notice governing the use of the Website carefully each time they intend to use the same since it could undergo changes without prior warning. Prodie Santé reserves the right to modify at any time, and without prior notice, the present Legal Notice.

Certain Services may be subject to special terms and conditions, regulations and instructions which, where appropriate, substitute, complete and/or modify these terms and conditions, which must be accepted by the User before the relevant Service is supplied.



Access to and/or use of such Services and contents entails the full and unconditional acceptance of the specific terms and conditions in the version published by Prodie Santé at the time such access and/or use takes place.

It is possible that, during the supply of the Services included in the Website, the domain name under which such Services are supplied is changed. The User is aware of and accept this possibility. In such case, the obligations accepted by the User in this document shall remain fully valid and in force.

2. Terms of use of the contents and services

Access to the Website is free. However, certain Services are exclusive for certain Users and the access is restricted.

The User shall only be able to access the contents through the means or procedures made available to this effect in the Website or which are habitually used on the Internet for such purpose, provided this does not entail the breach of intellectual or industrial property rights or entail damage of any kind for the Website and/or the information or Services offered.

The User undertakes to use the contents and Services in a diligent, legal, correct and lawful manner and, without limitation, shall refrain from:

- using the contents and Services in a manner that produces or may produce effects contrary to law, morality and generally accepted good practices or public order;
- transferring or disclosing information, data, contents, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any material that is obscene, offensive, vulgar or which encourages conduct that is criminal, slanderous, defamatory, libellous, violent and, in general, contrary to law, morality and generally accepted good practices or public order;
- reproducing, copying or distributing the contents and permitting the public to access the same through any means of communication to the public or transform or modify such contents, unless authorisation has been obtained from the owner of the relevant rights or such action is legally permitted;



- breaching intellectual or industrial property rights held by Prodie Santé or third parties;
- using the Services and contents in a way that might entail damage or overload for the operating of the Website;
- carrying out fraudulent transactions or actions which might facilitate any kind of illicit or fraudulent conduct; and
- using the contents and Services and, in particular, any kind of information obtained through the Website for any type of advertising purposes, especially sending publicity, communications for the purpose of direct sale or any other kind of commercial purpose, unsolicited messages individualized or addressed to more than one person and selling or in any way disclosing such information without the owner's and/or Prodie Santé's authorisation.

The User shall be liable for all types of damage that Prodie Santé might suffer, directly or indirectly, as a result of non-compliance by the User with any of the obligations under this Legal Notice and/or the use of the contents.

3. Use of passwords

Access to certain Services provided through the Website requires the User to sign up for an account ("**Personal Account**").

When signing up, Prodie Santé shall provide a password to the User. Requests of the User's personal data shall be governed by the Clause 8 of this Legal Notice.

Passwords assigned by Prodie Santé shall be personal and non-transferable, and assignment to third parties is not permitted even on a temporary basis. In this regard, Users undertake to use the password in a diligent way and keep it secret. The User is responsible to maintain exclusive control of the password. It is important to keep secure and confidential the account password.

In the event that the User becomes aware of or suspect the loss, theft or use of the password by third parties, the User shall inform Prodie Santé of this circumstance as quickly as possible.

The User shall be liable for the expenses and damages caused as a result of the use of the Service by any third party that uses his/her password to this effect as a result of a non-diligent use or loss of the same by the User.



4. Disclaimer of warranties and liability

Prodie Santé reserves the right to interrupt the access to the Website and the supply of any or all of the contents available through the same at any time and without prior notice, due to technical, security or maintenance reasons, power cuts or any other justified cause.

Prodie Santé does not represent nor guarantees the reliability, availability or continuity of the Website or the contents, so that the use thereof by the Users is done at their own risk, and at no time shall Prodie Santé be held responsible by the discontinuity or unavailability of its Services.

Prodie Santé shall not be liable for any interruption, delay, error, malfunction of the Service or, in general, any other inconvenience owing to reasons beyond the control of Prodie Santé, and/or due to the Users acting negligently or fraudulently and/or due to force majeure. For the purpose of these general terms and conditions, force majeure shall be deemed to include all those events beyond the control of Prodie Santé, such as: error on the part of third parties, operators or service companies, Government acts, non-access to third party networks, acts or omissions by public authorities, events resulting from natural disasters, power cuts, etc. and attacks by hackers, crackers and other third parties to the security or integrity of the IT system. In any event, irrespective of the cause, Prodie Santé shall accept no liability for any direct or indirect damages, consequential damages and/or loss of profits.

Prodie Santé disclaims its liability for any kind of damage that might result from the lack of veracity, accuracy, exhaustive nature and/or updating of the contents transferred, diffused, made available or received, obtained or which have been access through the Website, or the contents loaned or offered by third parties or entities.

Prodie Santé, insofar as this is possible, shall try to update and rectify the information hosted in the Website that does not comply with the minimum guarantee of veracity. However, it shall be held harmless from such information not being updated or rectified and from the contents and information included in the same.



Prodie Santé disclaims liability for any kind of damage that might result from the presence of viruses or other harmful elements in the IT systems or the documents and systems stored on the same.

Prodie Santé shall not be held responsible for the use made by the Users of the Website's contents and any other material contained in the Website, which might entail a breach of any type of rule, national or international, intellectual or industrial property rights or any other third party right. Likewise, Prodie Santé shall not be held responsible for any possible security errors that might be produced as a result of using browsers that have not been updated, or the consequences that might derive from the malfunctioning of the browser, whether due to incorrect configuration, the presence of a computer virus or any other cause not attributable to Prodie Santé.

5. Links to third parties (outbound links)

The Service might include technical linking mechanisms, directories and even search tools which permit the User to access other Internet websites (hereinafter, "**Linked Sites**").

In such cases, Prodie Santé acts as service supplier and shall only be liable for the contents and/or service supplied on the Linked Sites insofar as it is effectively aware of the illicitness or that third party goods and rights might be harmed and has not disabled the link with due diligence.

In the event that the User considers that there is a Linked Site with illicit or inappropriate content, the User may report this to Prodie Santé through the e-mail specified in the beginning of this Legal Notice providing:

- from the notifier: name, address, phone number and email address;
- a description of the facts that reveal the illegal or inappropriate nature of the Linked Site; and an express statement by
- confirming the accuracy of the information. In no case this communication entails the obligation to remove the link.



In no event shall the existence of Linked Sites entail the presumption of agreements with the entities responsible for the same or owners of the same, or the recommendation, promotion or identification of Prodie Santé with the statements, contents or the Services provided.

Prodie Santé shall not be held responsible for damages caused by the illicitness, quality, out datedness, unavailability, error and uselessness of the contents and /or services of the Linked Sites or any other damage that is not directly attributable to Prodie Santé.

If Users decide to visit and/or use any of the Linked Sites, the User shall do so at his/her own risk and shall take the relevant protection measures against viruses or other harmful elements.

6. Links to the website (inbound links)

The User who wants to introduce links from his own website to the Website must comply with the conditions listed below.

- a) The link will only link to the home page or home page of the Website but cannot reproduce in any way (inline links, deep links, browser or border environment, copying text, graphics, etc);
- b) It is forbidden in any case to set out any type of frames which surround the Website or allow to display the Website's content through Internet addresses other than the Website and in any case, when such websites are viewed in conjunction with content different from the Website so that:
 - i. creates or can produce to Users, error, confusion or misleading about the true origin of the Service or content;
 - ii. involves an act of comparison or unfair imitation;
 - iii. exploit the brand reputation and prestige of Prodie Santé; or otherwise it may be considered prohibited by the laws of Spain;
- c) No representation or false, inaccurate or incorrect indication of Prodie Santé, its employees, customers, users, or the quality of the Services provided shall be made from the website which links to the Website;
- d) In no case the website where an inbound link is set up will be able to express or insinuate that Prodie Santé has consented to the inclusion of the link or that otherwise Prodie Santé sponsors, collaborates, verifies or supervises the website services;



- e) The use of any trade, graphic or mixed mark or other distinctive sign Prodie Santé within the third party's website is prohibited except as permitted by law or expressly authorized by Prodie Santé and where permitted, the direct link to the Website shall be set up in accordance to this clause;
- i. The website with an inbound link shall comply with the applicable laws and under no circumstances may provide or link to own or third-parties contents that:
- ii. are unlawful or contrary to morality and decency (pornographic, violent, racist, etc);
- iii. induces or could induce the user of a false impression that Prodie Santé endorses, supports, adheres to or in any way supports the ideas, statements or expressions, lawful or unlawful, of the third-party website;
- iv. are inappropriate or irrelevant to the activity carried out by Prodie Santé in relation to the place, content and theme of the third-party website.
- f) An inbound link on a third-party website does not imply in any case the existence of any kind of relationship between Prodie Santé and the owner of the website in which it is established, nor the acceptance and approval of Prodie Santé of its contents or services offered therein and made publicly available.

Prodie Santé shall be able to request, at any time and without having to give reasons for the request, that any link to the Website is removed, after which the person responsible for the website offering the link shall remove the link immediately.

7. Intellectual and industrial property rights.

The entire contents of the Website, which shall be deemed also to include, without limitation, texts, photographs, movies, graphics, images, icons, technology, software, links, domain names, brands, music and other audio visual or sound contents, interactive features as well as their graphic design and source codes are the property of Prodie Santé or its licensors are subject to intellectual and industrial property rights governed by national and international regulations.

The use of any types of element protected by industrial and intellectual property rights for any purpose, especially commercial purposes, and the distribution, communication, modification,



alteration, transformation or decompilation thereof shall be strictly prohibited without the express written authorization of Prodie Santé or of the owner of the element protected.

8. Personal data protection

Any personal data provided by the User when using the Website shall be processed in accordance with our [Privacy Policy](#), as contained in the relevant section of the Website. Therefore the User shall be required to read and accept the terms of such Privacy Policy before providing his/her personal data to Prodie Santé.

9. Miscellaneous

Any clause or provision of this Legal Notice that is found to be illegal, invalid or unenforceable shall be excluded from the same and shall be considered inapplicable to the extent of such illegality, invalidity or unenforceability. The remaining provisions shall not be affected and notwithstanding such illegal, invalid or unenforceable clause or provision, shall remain fully valid and in force.

Prodie Santé disclaims any warranty of any kind and therefore shall be held harmless from all liability derived from the above points, and other issues that might not be envisaged in this document.

10. Governing law and jurisdiction

Unless otherwise set out by the applicable law, the relationship between Prodie Santé and the User shall be governed by the laws of Spain and any dispute shall be submitted to the courts and tribunals of the city of Madrid.