



Terms and conditions of web page use

Introduction

These general conditions for the web page govern the terms and conditions for access and use of www.hayduk.com.pe, property of Pesquera Hayduk S.A., with legal domicile in Avenida Manuel Olguín 501, oficina 701, Distrito de Santiago de Surco- Lima, and with RUC 20136165667, hereinafter “the company”. The portal user shall read and accept them to use all services and information provided from the portal. The access and/or use of the portal, of all of its contents or part thereof means the full acceptance of the present general conditions of use.

Conditions of use

These general conditions govern the access and use of this portal, including contents and services at users’ disposal in and/or through the portal, either by the portal, the users or third parties. However, the access and use of certain contents and/or services may be found subject to specific conditions.

Changes

The company reserves the right to change the general conditions of portal use at any time. It is recommended to check these terms of portal use regularly, since they might be changed.

User obligations

The user shall respect at all time the terms and conditions set forth in the current general conditions of portal use. The user explicitly states that he/she will use the portal diligently, assuming any responsibility that may result from not complying the regulations. Likewise, the user may not use the portal to transmit, store, disseminate, promote or distribute data or contents with virus or any other computer code, files or programs designed to interrupt, destroy or damage the operation of any program or computer or telecommunication equipment.

Portal responsibility

The user knows and accepts that the portal does not offer any type of guarantee, either explicit or implicit, on the data, contents, information and services that are added to and offered from the portal. Except for those cases the law may expressly impose otherwise, and exclusively within the dimension and extension it may do so, the company neither guarantees nor assumes any responsibility regarding potential damages and prejudices caused by the use and utilization of portal information, data and services. In any event, the portal excludes any responsibility for damages that may result from information and/or services provided or supplied by third parties different from the company. All responsibility will be of the third party either supplier or collaborator.

Intellectual and industrial property

All contents, brands, logos, drawings, documentation, computer programs or any other element liable to be protected by the intellectual or industrial property, that are accessible in the portal correspond exclusively to the company or their legitimate title holders and all rights are

expressly reserved. It is expressly forbidden the creation of hypertext links to any element part of the portal web pages without the company's authorization, provided that it is not to a portal web that does not need identification or authentication to access or it is restricted. In any case, the portal reserves all the rights on contents, information, data and services entitled to. The portal does not grant any use license or authorization to user on their contents, data or services, different from that expressly detailed in the current general conditions of portal use.

Applicable legislation, competent jurisdiction and notices

The present conditions are governed and interpreted pursuant to Peruvian laws. The courts and tribunals of Lima are competent in case of complaints. All notices, requirements, requests and other communication the user may want to make to the company owner of the portal shall be in writing and be understood that have been correctly made when received at the following address Avenida Manuel Olguín 501, oficina 701, distrito de Santiago de Surco - Lima.

Information delivered to Pesquera Hayduk S.A. - Personal data protection regulations.

Pursuant to that set forth in Law no. 29733 and Supreme Decree 003-2013/JUS, the individual accepting the personal data protection policy, hereinafter the user, is informed and gives free, prior, express and unequivocal informed consent for treating personal data in the data bank owned by Pesquera Hayduk S.A., together with any other personal data that may be provided as part of some requirement made by the user through the web, as well as those data obtained from publicly accessed sources. Personal data shall be addressed only to meet the request made by the user and execute the relationship that may be established between the user and Pesquera Hayduk S.A. for statistical, analytical and user behavior purposes. In order to achieve this, it may be used upon request of thirds.

Pesquera Hayduk S. A. shall use personal data with commercial and advertising purposes in order to send or disclose institutional information on its products and/or services that may be of interest of the user through any communication means available in the market. In order to achieve this, personal data may be disclosed to third parties upon request.

Personal data may be transferred locally or overseas with the purposes mentioned above, and the user shall give his consent for the addressees to use it. Any user overseas shall have the same safety, technical and legal obligations that Pesquera Hayduk S.A., in accordance with the law and regulations.

Personal data will be included in the data bank of Pesquera Hayduk S.A. and/or thirds using the data upon request, with whom it has a commercial relationship.

Data banks where personal data shall be stored have strict technical and organizational safety measures.

Pursuant to law, the information title holder is authorized to exercise the ARCO rights (information, access, rectification, suppression or cancellation and opposition) specified in the Law and Regulations thereof, for which you may contact call center 211-2999 extension 3207 and/or the email: datospersonales@hayduk.com.pe including "Personal data" in the subject line.