# LEGAL NOTICE Website justoquesada.com

This document is the Legal Notice for the property website of SHARE HOLD PROMOCIONES S.L., B-54238084, Avenida de las Naciones 18-C, 03170 Rojales (Alicante), Spain, phone +34 646 712 450, email address: <a href="mailto:info@justoquesada.com">info@justoquesada.com</a>, Registro Mercantil de la Provincia de Alicante, Tomo 3.188, Folio 131, Hoja A-106.698, (hereinafter referred to as JUSTO QUESADA), located at the URL http://justoquesada.com/.

#### **DATA CONFIDENTIALITY POLICY**

Data of a personal nature: in some areas of our website the user will be asked to provide a series of personal details. The user will always have the option of accepting or rejecting the legal terms and conditions under which the information is provided. If the user accepts them, these data are always voluntarily provided by the user following an indication to this effect on the corresponding screen. Users are entitled to access this information at any time in order to object, rectify or cancel it. JUSTO QUESADA holds permanent liability for and ownership of the file and undertakes to comply with current legislation regarding the automatic processing of data, with particular reference to Organic Act 15/99 for the Protection of Data of a Personal Nature of 13 December.

#### **CONTENT AND ACCESSIBILITY**

Users of this website may access its content without restriction and free of charge. Nevertheless, some of the products and services offered on this website are subject to prior reservation and/or hiring of same, as established in the corresponding general or particular conditions of use.

#### INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

JUSTO QUESADA is the holder or has obtained the corresponding licence for the operating rights for the industrial and intellectual property of the website, as well as industrial and intellectual property rights relating to the contents, products and services available through this website.

It is to be understood that in no case does the access and browsing of the website by the user or the acquisition of JUSTO QUESADA products offered through the website constitute the relinquishing, transferral, authorization or cession, either partial or total, of said rights by JUSTO QUESADA.

In consequence, it is prohibited to omit, annul or manipulate the copyright notice or any other data identifying JUSTO QUESADA's rights or those of its holders incorporated in the contents and products, or any technical protection devices, digital fingerprints, watermarks or any other information and/or identification systems that may be contained within the same.

All industrial and intellectual property rights are reserved and, in particular, it is prohibited to modify, copy, reuse, exploit, reproduce, transform, publicly communicate, make secondary or subsequent publications, upload files, mail, transmit, use, treat or distribute in any way part or all of the content and products included in the website for public or commercial purposes, unless it is done with the

express written authorisation of JUSTO QUESADA or, accordingly, of the holder of the corresponding rights.

#### **USE OF THE WEBSITE**

The contents and products offered through the website are provided solely for end users. Any unauthorised commercial use of the same, or its resale, is prohibited, unless previous written authorisation has been given by JUSTO QUESADA.

The access, navigation and use of the website is the responsibility of the user, meaning that the user is obliged to diligently and faithfully abide by any additional instructions given by JUSTO QUESADA or by any personnel authorised by JUSTO QUESADA with regard to the website and its contents and products.

The contents included on the website are provided for use by people browsing the website, people listed on the User Registry and people who are in the process of, or are interested in, purchasing a JUSTO QUESADA property. Any unauthorised commercial use of the same, or its resale, is prohibited, unless previous written authorisation has been given by JUSTO QUESADA.

The user is therefore obliged to use the contents in a diligent, proper and lawful manner and, in particular, is obliged to abstain from:

- Using the content for purposes or aims that are contrary to law or morality, generally accepted good customs or to public order.
- Reproducing or copying, distributing, allowing access to the public though whatsoever public means of communication, transforming or modifying the contents, unless it is done with the authorisation of the holder of the corresponding rights or it is possible to do so in law.
- Using the contents and, in particular, information of any type obtained from
  the website or from web services for the purposes of sending advertising or
  communications aimed at obtaining direct sales or any other type of
  commercial aim, or sending bulk unsolicited messages to people regardless
  of their aim, or publicising or disseminating such information in any way.

# **COMMUNICATION LICENCE**

Should the user send information of any kind to JUSTO QUESADA through the website via the channels made available for said purpose on the web pages, the user agrees, accepts and guarantees that they have the right to do so freely, that said information does not infringe upon any intellectual property, trademark, patent, or commercial secrets or third-party rights, and that said information is not confidential and in no way infringes the rights of or damages third parties.

The user agrees to accept all responsibility and agrees to free JUSTO QUESADA from any liabilities incurred when supplying personal information or information in their name, with said responsibility extending, with no restriction whatsoever, to the precision, legality, originality and or ownership of said information.

#### **RESPONSIBILITIES AND GUARANTEES**

JUSTO QUESADA cannot guarantee the reliability, value or veracity of the services or information rendered through the website, or the value or veracity of the

documentation of events that may be obtained from the website, as some may have been prepared by professionals from other sectors of the economy.

In consequence, JUSTO QUESADA does not guarantee or take responsibility for: (i) the continuity of content on the website, (ii) the absence of errors in said content or products, (iii) the absence or viruses and/or other harmful components on the website or on the server providing it, (iv) the invulnerability of the website and/or the infallibility of the security measures implemented on the same, (v) the lack of value or performance of the website's content and products, (vi) the damages or harm caused, to themselves or to third parties, by any person infringing the conditions, regulations and instructions established by JUSTO QUESADA on the website or by means of violating the website's security systems.

Notwithstanding this, JUSTO QUESADA declares that it has adopted all the necessary measures, within its own capabilities and currently known and applied technologies, to guarantee operation of the website and prevent the existence and/or transmission of viruses or other harmful components to users.

Should the user become aware of the existence of any banned or illegal content, or any content contrary to regulations or that could conceivably cause an infraction of industrial and/or intellectual property rights, they should notify JUSTO QUESADA immediately so that appropriate measures can be taken.

#### **LINKS**

### Links to other web pages

Should users find and decide to use links to other web pages on this website, in the form of buttons, links, banners, etc., managed by third parties, you are hereby informed that: JUSTO QUESADA does not have the capacity or the physical or technical means to know, control or approve any information, content, products or services provided by other websites that may be reached via links on the website.

In consequence, JUSTO QUESADA cannot accept any responsibility whatsoever for any aspect of web pages that may be reached via links from this website, specifically, including but not limited to, their operability, accessibility, data content, information, file availability, quality and the reliability of any such products and services provided, subsequent links and/or content of any kind in general.

Therefore, if users become aware of the illegality of activities carried out on any third-party websites, they should notify JUSTO QUESADA immediately so that links to said sites can be removed as soon as possible.

The placement of any kind of link from this website to another website not controlled by JUSTO QUESADA does not imply any kind of endorsement, relationship, collaboration or dependence between JUSTO QUESADA and the parties controlling said third-party website.

# Links to this website from other web pages

Should any user, entity, or website wish to establish any type of link to this website they must abide by the following stipulations:

 The link may only lead to the website's Home Page, unless JUSTO QUESADA has expressly authorised any other such link in writing.

- The link must be absolute and complete, meaning that it must take the user, in one single click, to the website's own URL address, and the website's Home Page must completely cover the entire screen. In no case, unless authorised expressly and in writing by JUSTO QUESADA, may the website placing the link to JUSTO QUESADA be permitted to reproduce the JUSTO QUESADA website in any way, include it as part of its own website or within one of its frames, or re-create a browser over any of the website's pages.
- On the page establishing a link to the JUSTO QUESADA website it shall not be permissible to state in any way that JUSTO QUESADA has authorised such a link, unless JUSTO QUESADA has done so expressly and in writing. If the entity that places the link from its own page to the JUSTO QUESADA website correctly wishes to include on its website the JUSTO QUESADA trademark, denomination, commercial name, sign, logo, slogan or any other element identifying JUSTO QUESADA and/or its website, express written permission must first be obtained.
- JUSTO QUESADA does not authorise the placement of a link to its website from pages containing illegal, immoral, degrading, banned or obscene material, information or content, or content that infringes the public order or the generally accepted rules of society.

JUSTO QUESADA does not have the capacity or the physical or technical means to know, control or approve any information, content, products or services provided by other websites that have placed links to the JUSTO QUESADA website on their pages. In consequence, JUSTO QUESADA cannot accept any responsibility whatsoever for any aspect of web pages placing links to the JUSTO QUESADA website on their pages, specifically, including but not limited to, their operability, accessibility, data content, information, file availability, quality and the reliability of any such products and services provided, subsequent links and/or content of any kind in general.

#### **DURATION AND MODIFICATION**

JUSTO QUESADA may totally or partially modify the terms and conditions established here, publishing any change in the same format as this Legal Notice or through any type of communication directed to users.

The validity of this Legal Notice is therefore understood to be from the date of publication, if given, until the date of total or partial modification, at which time the modified Legal Notice comes into force.

Irrespective of the stipulations of these particular conditions, JUSTO QUESADA shall be permitted to terminate, suspend or interrupt access to the contents of this website at any moment, with no need for prior warning, and with no demand for compensation being permitted to users. Following any such expiration or interruption, all prohibitions as contained hereinabove in the present Legal Notice shall remain valid and in force.

## **GENERAL**

The headings of the clauses are merely informative, and will not affect, qualify or extend the interpretation of this Legal Notice in any way.

In the event of discrepancies arising between the terms and conditions of this Legal Notice and the particular conditions of each specific service, the latter shall prevail.

In the event that any particular or specific conditions of this Legal Notice are considered partially or completely null or inapplicable by any Court, Tribunal or competent administrative authority, said nullity or inapplicability shall not affect the validity of all other terms and conditions of this Legal Notice.

The non-exercising or non-execution on the part of JUSTO QUESADA of any right or condition contained in this Legal Notice shall not constitute a renunciation of same, unless agreed in writing by JUSTO QUESADA.

#### **JURISDICTION**

The relations established between JUSTO QUESADA and the user shall be governed by the provisions of the valid regulations regarding the applicable legislation and competent jurisdiction. Nevertheless, for those cases in which the regulations foresee the possibility of the parties being subject to a given jurisdiction, JUSTO QUESADA and the user expressly renounce any other jurisdiction that may correspond to them, and agree to be governed in any disputes or disagreements by the Courts and Tribunals of the site owner's address.