

LEGAL NOTICE

We want your navigation through our website to be as safe, transparent and comfortable as possible. Below, we provide you with all the legal information regarding the use of our platform.

Accessing, browsing and using the platform made available by the owner (hereinafter, the "**Platform**") implies the acknowledgement and acceptance of the provisions of this Legal Notice, whose terms have the same validity and effectiveness as any written and signed contract.

Any person accessing, browsing or using the Platform will become a "**User**" and will observe and comply with the provisions of this Legal Notice. Those users that do not agree with the terms set out above shall not access, browse or use any page of the Platform.

By using the Platform, users therefore undertake to use the services and contents in accordance with the current legislation and with this Legal Notice, and acknowledge that the use of the contents and/or services offered by the owner shall be at their sole risk and/or responsibility.

1. COMPANY DETAILS

- **Owner:** ACTIVIDADES DE OCIO Y EDUCACIÓN S.L.U (hereinafter, "**MKTG SPAIN**").
- **Registered office:** Calle Alfarería 2, 28933 - Móstoles, Madrid.
- TAX IDENTIFICATION NUMBER: B-82271388
- **E-mail:** info@mktgspain.com
- **Registry details:** Commercial Register of Madrid, volume 14.077, page 9, sheet M-231181, registration 1.

2. PURPOSE AND SCOPE

This Legal Notice sets the terms and conditions for accessing, browsing and using the Platform. The use of certain services offered on the Platform shall also be governed, where applicable, by the specific conditions set out in each case.

The Platform service is limited to the time during which the user is connected to the Platform or to any of the services provided through it.

MKTG SPAIN reserves the right to make, at any time and without prior notice, any modification or update of the contents, of this Legal Notice and, in general, of any elements that make up the design and configuration of its Platform.

3. PLATFORM SERVICES AND CONTENTS

The Platform includes information aimed at the general public about the services offered by MKTG SPAIN.

MKTG SPAIN reserves the right to decide on the contents shown to the user and may remove them and/or add new ones at any time. Any change in the content of this Legal Notice will be published visibly on the Platform, indicating the date of the last update at the bottom of the document. Should users continue to make use of the services provided on the Platform once the Legal Notice is changed, they will be deemed to have accepted said changes.

4. INTELLECTUAL PROPERTY RIGHTS

MKTG SPAIN is the owner or, where applicable, has the relevant licences for the intellectual property rights of the Platform, and the intellectual property rights over its information, materials and content, including, among others, the source code, designs, navigation structure, images, graphics, music, sound, photographs, videos and texts written in any language, including programming codes.

In no case will the user's access, browsing and use of the Platform imply that MKTG SPAIN waives, assigns, licences or transfers -either fully or partially- any intellectual property right.

No content of the Platform may be modified, copied, distributed, framed, reproduced, republished, downloaded, extracted, displayed, published, transmitted or sold in any way or by any means, in whole or in part, without the prior written consent of MKTG SPAIN. Any other use of the content of the Platform is also strictly prohibited, with the sole exception of strictly domestic use.

The use of any element of the Platform that is subject to protection under current legislation on intellectual or industrial property, without prior consent, is expressly prohibited. In particular, trademarks, trade names, business signs, works, names, logos, slogans or any type of distinctive sign belonging to MKTG SPAIN may not be used.

The unauthorised use of the information contained on the Platform, as well as any type of damage to the intellectual or industrial property rights of MKTG SPAIN, will result in the legally established liabilities.

5. LINKS

5.1. Links from other sites to the Platform

MKTG SPAIN does not authorise the establishment of any link to this Platform from other websites that contain materials, information or content that are illicit, illegal, degrading, obscene or, in general, that contravene the law, morality or public order, or generally accepted social norms.

MKTG SPAIN has neither the power nor the human or technical means to know, control or approve all the information, content, products or services provided by other websites that have established links to the Platform.

MKTG SPAIN accepts no responsibility or liability whatsoever for any aspect relating to the websites that establish such a link to this Platform; including but not limited to, their operation, access, data, information, files, quality and reliability of their products and services, their own links and/or any of their contents, in general.

In all cases, MKTG SPAIN reserves the right to ban links to the Platform and to demand their removal when they do not comply with the conditions required in this section.

6. CONDITIONS OF USE OF THE PLATFORM

Access to or use of the Platform for illegal or unauthorised purposes, whether for economic ends or otherwise, is strictly prohibited, and the consequences thereof shall be the sole responsibility of the user. Specifically, prohibited uses include, but are not limited to:

- 1) Use of the Platform in any way that may cause damage, interruptions, inefficiencies or defects in its operation or in the computer of a third party.
- 2) Use of the Platform for the spread, installation or publication of any viruses, malicious code or other harmful programs or files.
- 3) Use the Platform to collect personal data from other users.
- 4) Registering or communicating with MKTG SPAIN through the Platform under a false identity, providing false data or information, impersonating third parties or performing any other action that may mislead other users as to the identity of the origin of a message.
- 5) Unauthorised access to any section of the Platform, to other systems or networks connected to it, to any MKTG SPAIN server or to the services offered through the Platform, by means of hacking or counterfeiting, password extraction or any other illegitimate means.
- 6) Breach, or attempt to breach, the security or authentication measures of the Platform or any network connected thereto, or the security or protection measures inherent to the content offered on the Platform.

Failure by the user to comply with any of these conditions of use may cause MKTG SPAIN to adopt the relevant legal actions in order to exercise its rights and obligations.

MKTG SPAIN may prevent access to the Platform or the possibility of participating in the spaces provided therein to users who breach these conditions, without providing any compensation for damages.

Likewise, the Platform has links to MKTG SPAIN's social media profiles, where users can post comments and content.

MKTG SPAIN cannot control the use people may make of such content and is therefore not responsible for it.

Please note that MKTG SPAIN does not have prior control over the content published by users on the Platform or on their profiles on social networks, and therefore accepts no responsibility or liability for this content.

However, MKTG SPAIN reserves the right to supervise and/or moderate any content published by users and -in the event that any of this content violates the provisions of this Legal Notice or the Privacy Policy- to delete it, in whole or in part.

In particular, users are strictly forbidden from publishing content:

- 1) that may be considered as a violation in any way of the fundamental rights to honour, to personal and family privacy, to one's own image, to that of third parties and, in particular, of minors, or of any other fundamental rights and freedoms;
- 2) including or linking to photographs that contain images or collect personal data of third parties without having obtained the appropriate consent of the owners;
- 3) infringing the secrecy of communications or infringing intellectual and/or industrial property rights or the rules governing the protection of personal data;
- 4) containing any material or information that is unlawful, racist, obscene, pornographic, abusive, defamatory, misleading, fraudulent or otherwise contrary to morality or public order;
- 5) containing spam and/or links to unrelated sites;
- 6) including advertising or commercial communications, for the dissemination of messages for advertising purposes or for the collection of data for the same purpose, and, particularly, any type of information, element or content that constitutes unlawful or unfair advertising.

Failure by the user to comply with any of these conditions of use may cause MKTG SPAIN to adopt the relevant legal actions in order to exercise its rights and obligations.

MKTG SPAIN may prevent access to the Platform, cancel profiles or prevent the participation in the spaces provided therein to users or members who breach these conditions, without providing any compensation for damages.

7. RESPONSIBILITIES AND GUARANTEES

MKTG SPAIN cannot guarantee the reliability, usefulness, timeliness or accuracy of all of the information and/or services on the Platform.

Consequently, MKTG SPAIN does not guarantee and is not responsible for: (i) the veracity and continuity of the contents on the Platform; (ii) the absence of errors in said contents; (iii) the absence of viruses and/or other harmful components on the Platform or in the server that supplies it; (iv) the damage caused to computers and equipment of users or third parties during the provision of the Platform service; (v) the invulnerability of the Platform and/or the impossibility of breaching the security measures adopted therein; (vi) the lack of usefulness or performance of the contents on the Platform; (vii) damage or harm of any kind caused to users as a result of failures or disconnections in the telecommunications networks that result in the suspension, cancellation or interruption of the service during the provision of the same or beforehand, and (viii) damage or harm caused to themselves or to a third party, by any person who infringes the conditions, rules and instructions that MKTG SPAIN establishes in relation to the Platform or through the infringement of its security systems.

Nevertheless, MKTG SPAIN declares that it has taken all necessary measures, within its possibilities and the state of technology, to guarantee the operation of the Platform and to minimise system errors, both from a technical point of view and in terms of the content published on the Platform.

If the user becomes aware of the publication of any inaccurate, out-of-date or false information or of the existence of any content that is illicit, illegal, contrary to the law or that could involve an infringement of intellectual or industrial property rights, of the applicable regulations on the protection of personal data and/or of any other right, he/she must notify MKTG SPAIN immediately so that it can proceed to adopt the appropriate measures.

8. PRIVACY AND COOKIES POLICY

Registration and access to the Platform requires the user to provide certain information about himself/herself, in accordance with the provisions of the Privacy Policy. In addition, certain features of the Platform depend on the use of cookies, as informed in the Cookies Policy.

Whenever users provide personal data, they will be solely responsible for the truthfulness and accuracy of such data, so they must inform MKTG SPAIN of any update of such data as soon as possible.

9. NULLITY AND UNENFORCEABILITY OF CLAUSES

If any clause included in this Legal Notice is declared totally or partially null and void or unenforceable, such nullity or unenforceability will only affect said provision or the part of it that is null, void or unenforceable, while this Legal Notice will remain in force in all other respects, with

said provision being considered excluded, either fully or partially.

10. GOVERNING LAW AND JURISDICTION

The provisions of this Legal Notice are governed by Spanish law. Waiving any other jurisdiction that may correspond to them, the parties expressly agree to submit any conflicts arising out of this Legal Notice to the courts and tribunals of Madrid, unless otherwise provided by law, in which case the content of the relevant legal provision shall prevail.

To submit complaints regarding the use of our services, you can contact us by mail at the email or street address first above written. MKTG SPAIN commits to seek at all times an amicable solution in case of conflict.

Last update: June 2023

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