



## LEGAL NOTICE

### 1. Purpose and acceptance

This legal notice regulates the use of the Website: apartamentomasaru.com

The website apartamentomasaru.com provides services, which main objective is to enable contact between users and the company, either to contact us or to request quotes.

Browsing on the website apartamentomasaru.com means being considered a user of it and implies the full and unreserved acceptance of all the provisions included in this Legal Notice, which may be subject to modification.

The user is obliged to correctly use the Website in compliance with laws, good faith, public order, the uses of traffic and this Legal Notice. The User will be held liable before C.P. APARTAMENTOS MASARU and third-parties, for the damages that may be caused as a consequence of breaching that obligation.

### 2. Ownership of the website and identification of the Information Society Service Provider

In order to comply with the general Information principle required by Article 10 of Law 34/2002, of 11 July, governing information society and electronic commerce services, we inform our users that this website belongs to C.P. APARTAMENTOS MASARU, holder of Company Tax Number E38018115, registered in the Trade Registry of Madrid in sheet 15.632, Folio 113 of volume 2.439 of Section three of the Corporate Ledger.

Address:	Calle Los Robles, 2 , 38400 - Puerto De La Cruz
Email:	<a href="mailto:info@apartamentomasaru.com">info@apartamentomasaru.com</a>
Telephone:	922370085
Website hosted by:	AYOWEB DESIGN STUDIO SL

### 3. General conditions for access and use

The Website and its services are freely accessible and free; however, the use of certain areas or services is dependent on filling in data collection forms. Only persons over the age of 18 can provide data through our website, and minors under the age of 16 cannot provide data without the consent of the parents or guardians.

The User guarantees the authenticity and up-to-datedness of all the data that they disclose to C.P. APARTAMENTOS MASARU and they will be the sole party responsible for the false or inaccurate statements they make.

apartamentomasaru.com has the following types of users:

Users who provide data using any of the available forms: The personal data that C.P. APARTMENTS MASARU requests include the name and email address and those details provided by the user when filling out the forms.

Users who have not contacted C.P. APARTAMENTOS MASARU but whose data is collected: Data provided by the cookies

Users who purchase through our online store: Data provided by the user during the purchase process and data of the finished purchase is collected.

Users who send us their curriculum vitae through the specific section of our website.



### **3.1. Rules and prohibitions of usage for the users of our services**

The User expressly undertakes to appropriately use the content and services offered and to not use them to:

- Disseminate criminal, violent, pornographic, racist, xenophobic, offensive content, material supporting terrorism, or that in general terms is contrary to the law or public order.
- Introduce compute viruses into the network or carry out actions that are liable to alter, ruin, interrupt or cause errors or damage to electronic documents, data, the hardware or software systems of C.P. APARTAMENTOS MASARU or of third-parties; or hinder the access of other Users to the Website and its services.
- Try to access the restricted areas of the computer systems of C.P. APARTAMENTOS MASARU or of third-parties or, as the case may be, extract information.
- Violate the intellectual or industrial property rights, or breach the confidentiality of the information of C.P. APARTAMENTOS MASARU or of third-parties.
- Impersonate another User, public administrations or a third-party.
- Reproduce, copy, distribute, make available or publicly communicate in any other way, transform or modify the Content, unless authorised by the holder of the corresponding rights, or when legally permitted.
- Collect data for advertising purposes and send any type of advertising and communications for sales purposes or other purposes of a commercial nature without a prior request or consent.

### **3.2. Procedure in the event of unlawful activities**

In the event that any user or third-party considers that there are events or circumstances that reveal the unlawful nature of the use of any content and/or the carrying out of any activity on the Web pages include or accessible through the Website, they should send a notification to C.P. APARTAMENTOS MASARU, properly identifying themselves, specifying the alleged infringements and expressly declaring, assuming full responsibility, that the information provided in the notification is accurate.

## **4. Privacy policy**

The user can consult how C.P. APARTAMENTOS MASARU uses their data and the security measures implemented via the following link: "privacy policy"

## **5. Cookies policy**

C.P. APARTAMENTOS MASARU installs cookies on the user's computer. In order to obtain further information about the cookies of our website, visit the following link: "cookies policy"

## **6. Notifications**

All notifications and communications between users and C.P. APARTAMENTOS MASARU will be considered effective for all purposes, when made via postal mail or email or telephone communication. Users should contact C.P. APARTAMENTOS MASARU via:

- Postal delivery at the following address: C.P. APARTAMENTOS MASARU – Calle Los Robles, 2, 38400 - Puerto De La Cruz.
- Via email at the following address: [info@apartamentosmasaru.com](mailto:info@apartamentosmasaru.com)

## **7. Industrial property and Intellectual property**

All the content of the Website, such as texts, photographs, graphics, images, icons, technology, software, as well as its graphic design and source codes, constitute a work whose property belongs to C.P. APARTAMENTOS MASARU and the User cannot be understood to have been assigned any of the exploitation rights to it, beyond what is strictly necessary for the correct use of the Website.

Ultimately, users who access this Website can view the content and make, where appropriate, authorised private copies provided that the elements reproduced are subsequently not assigned to third-parties, or installed on servers connected to networks, nor subject to any type of exploitation, and solely and exclusively while the service is in force.



Likewise, all the trade marks, commercial names and distinctive signs of any kind that appear on the Website are the property of C.P. APARTAMENTOS MASARU and it cannot be considered that the use or access or them gives the User any rights over them.

The distribution, modification, transfer or public communication of the content and any other act that has not been expressly authorised by C.P. APARTAMENTOS MASARU is forbidden. In the event of a breach C.P. APARTAMENTOS MASARU will adopt the appropriate legal measures.

#### **8. Exemption from liability and modification of this legal notice**

The information disseminated on this website is solely and exclusively for information purposes, and C.P. APARTAMENTOS MASARU reserves the right to cancel or suspend its dissemination, in whole or in part, and to modify the structure and content of this Website without prior notification, and it can even limit or not permit access to the information. C.P. APARTAMENTOS MASARU tries to maintain the quality and updating of this information and to avoid and minimise possible errors but C.P. APARTAMENTOS MASARU will not be held liable for the damages caused by decisions made based on the information disseminated; for the inaccuracies, omissions or errors contained on it, or the problems that arise from the use of this Website or another connected to externally; or for the damage and/or losses to the software or hardware of the user resulting from access to this Website.

Users expressly accept that C.P. APARTAMENTOS MASARU will not be held responsible for the unauthorised access or alterations of its transmissions or data, for any material or data sent or received, or not sent or received, or for any transaction carried out through its website.

C.P. APARTAMENTOS MASARU reserves the right to unilaterally modify this legal notice, and without prior notification, under the terms and conditions that it deems appropriate with the only obligation to inform the user of the modifications made through apartamentosmasaru.com.

#### **9. Partial invalidity**

If any of these clauses is declared null and void by a final decision made by a competent authority, the remaining terms and conditions shall remain in force, and will not be affected by that declaration of invalidity.

#### **10. Applicable law and competent courts**

This website is subject to what is established by Spanish legislation and the applicable European regulations

Any dispute that arises or is related to the use of the website or the products will be subject to the non-exclusive jurisdiction of the Spanish courts and tribunals of the province of Santa Cruz de Tenerife.

In the case of an end consumer, nothing in this clause will affect rights as recognised in current legislation, and they may choose to file a claim in order to exercise their rights in relation to these Conditions before the Judge or Courts corresponding to their address.

**Version: 2.0**

**Date: 19/06/18**