

## **LEGAL NOTICE AND PRIVACY POLICY**

### **1. Legal Information and Acceptance**

These provisions regulate the use of the Internet portal (hereinafter 'the Portal') which the company SOLO MARBELLA, S.L. makes available to Internet users.

SOLO MARBELLA, S.L., with registered office at Calle Francisco Villalón, local 15-16, Puerto Banús, Marbella. Málaga. C.P. 29660, Telephone: 951279142. E-mail: tatiana@sologroup.net and C.I.F.: B93089928. Companies Registry, Volume 4825\_Book 3733\_ Folio 62, page MA-107336, first entry.

Access to the website is free except as regards the connection costs through the telecommunications network supplied by the Internet service provider hired by the users. Certain services are exclusive to our customers and access thereto is restricted.

Use of the Portal confers the status of user of the Portal (hereinafter 'the User') and entails the acceptance of all the conditions included in this Legal Notice. The provision of the service of the Portal is limited to the time during which the User is connected to the Portal or to any of the services provided through it. Therefore, the User must read this Legal Notice carefully every time they intend to use the Portal, as the Portal and its conditions of use as contained in this Legal Notice may be amended from time to time.

Some services of the Portal which are available to Internet users or exclusive to the customers of SOLO MARBELLA, S.L. may be subject to particular conditions, regulations and instructions by which this Legal Notice is, where applicable, replaced, completed and/or amended and which need to be accepted by the User before the relevant service starts to be provided.

### **2. Intellectual Property and Industrial Property**

All the contents of the Portal, including but not limited to texts, photographs, graphs, pictures, icons, technology, software, links and other audio-visual or sound content, as well as their graphic design and source codes (hereinafter 'the Contents'), are the intellectual property of SOLO MARBELLA, S.L. or of third parties and none of the operation rights acknowledged by current regulations in relation thereto -except those which are strictly necessary to use the Portal- may be understood to be assigned to the User.

The trademarks, commercial names or distinctive signs are owned by SOLO MARBELLA, S.L. or by third parties and access to the Portal may in no event be regarded as granting any right over such trademarks, commercial names and/or distinctive signs.

All the information received on the website, such as comments, suggestions or ideas, shall be considered to be assigned to SOLO MARBELLA, S.L. at no cost. No information which CANNOT be so treated must be sent.

All the products and services of these websites which are NOT the property of SOLO MARBELLA, S.L. are trademarks registered by their respective owners and acknowledged as such by our Company. They only appear on the website of SOLO MARBELLA, S.L. for the purposes of promotion and of compiling information. The owners thereof may request the amendment or removal of the information which belongs to them.

### 3. Conditions of Use of the Portal

#### 3.1 General

The User undertakes to use the Portal correctly in accordance with the Law and with this Legal Notice. The User shall be accountable to SOLO MARBELLA, S.L. or to third parties for any damages which may be caused as a consequence of failure by the User to comply with such an obligation.

It is expressly prohibited to use the Portal for the purposes of harming any property or interests of SOLO MARBELLA, S.L. or of third parties, or to use the Portal in any way which will otherwise overload, damage or disable the networks, servers and other computer equipment (hardware) or computer products and applications (software) of SOLO MARBELLA, S.L. or of third parties.

#### 3.2 Contents

The User undertakes to use the Contents in compliance with the Law and with this Legal Notice, as well as with any other conditions, regulations and instructions which may be applicable in accordance with that provided for by Clause 1.

According to current legislation, the User shall, without limitation, refrain from:

Reproducing, copying, distributing, making available, publicly communicating, transforming or modifying the Contents, except in the cases authorised by Law or expressly allowed by SOLO MARBELLA, S.L. or by the holder of the operation rights where applicable.

Reproducing or copying for private use any part of the Contents which may be regarded as Software or as a database according to current legislation on intellectual property from time to time, as well as publicly communicating the same or making it available to third parties where such acts necessarily involve the reproduction thereof by the User or by a third party.

Extracting and/or reusing all or any substantial part of the Contents contained in the Portal and the databases which SOLO MARBELLA, S.L. may make available to the Users.

#### 3.3 Data Collection Forms

Without prejudice to that provided for by Clause 5 of this Legal Notice and of such privacy policies accessible from the Portal as may be applicable from time to time, the use of certain services or of applications addressed to SOLO MARBELLA, S.L. is conditional upon the relevant User registration form being previously completed.

All the information provided by the User through forms of the Portal for the aforementioned or any other purposes must be truthful. To that effect, the User guarantees the authenticity of any information provided by them and shall keep all the information supplied to SOLO MARBELLA, S.L. duly updated so that it shall at all times reflect the actual situation of the User. In any event, the User shall be solely responsible for any false or inaccurate statements made by the User and for any detriment which may be caused to SOLO MARBELLA, S.L. or to third parties by reason of the information so provided.

To ensure the quality of our Portal, we have to reserve the **right to reject any registration application** or to suspend or cancel a previously accepted registration if we understand that it is not compliant with these requirements or with any other law or rule. Should this happen, we

will try to explain the reasons of our decision, although we cannot undertake to do so in all cases.

### 3.4 Introduction of Links to the Portal

Any Internet user who wishes to introduce links to the Portal from their own websites must comply with the conditions detailed below; not being aware of the same will not exclude the responsibilities provided for by Law.

The link may only connect to the home page of the Portal but may not reproduce it in any way (online links, copy of the texts, graphs, etc.).

It is prohibited in any event, according to the applicable legislation in force from time to time, to establish frames of any description around the Portal or allowing the Contents to be viewed through any Internet URL other than that of the Portal and, in any event, where they are viewed jointly with contents not pertaining to the Portal in a way which: (I) leads or may lead the users to error, confusion or deceit as to the true origin of the service or the Contents; (II) constitutes an act of unfair comparison or imitation; (III) serves to take advantage of the reputation of the trademark and prestige of SOLO MARBELLA, S.L.; or (IV) in any other way which is prohibited by the legislation then in force.

No false, inaccurate or incorrect statements about SOLO MARBELLA, S.L., its shareholders, employees, customers or the quality of the services provided by it shall be made from the website introducing the link.

In no event shall it be mentioned on the website where the link is placed that SOLO MARBELLA, S.L. has given its consent to the link being inserted or that it otherwise sponsors, collaborates with, verifies or supervises the referrer's services.

It is prohibited to use any word mark, graphic mark or mixed mark or any other distinctive sign of SOLO MARBELLA, S.L. on the referrer's website except in the cases permitted by Law or expressly authorised by SOLO MARBELLA, S.L., always providing, in such cases, that a direct link to the Portal in the form established in this clause shall be allowed.

The website establishing the link must faithfully comply with the Law and may under no circumstance include or link to any contents of its own or of third parties which: (I) are unlawful, harmful, immoral or inappropriate (pornographic, violent, racist, etc.); (II) lead or may lead the User to the false idea that SOLO MARBELLA, S.L. endorses, backs up, adheres to or in any way supports the ideas, statements or expressions, licit or illicit, of the referrer; (III) are inappropriate or unrelated to the activity of SOLO MARBELLA, S.L. given the location, contents and subject of the referrer's website.

## **4. Exclusion of Liability**

### 4.1 For the Information

Access to the Portal does not involve an obligation on the part of SOLO MARBELLA, S.L. to ascertain the truthfulness, accuracy, adequacy, suitability, thoroughness and currency of the information supplied through the Portal. The contents of this website are general in nature and do not in any way constitute the provision of legal advice or of any other kind of service; consequently, such information is insufficient for the making of any personal or corporate decisions by the User.

SOLO MARBELLA, S.L. accepts no liability for any decisions made based on the information supplied on the Portal or for any damages sustained by the User or by third parties by reason of actions which are solely based on the information obtained from the Portal.

#### 4.2 For the Quality of the Service

Access to the Portal does not involve an obligation on the part of SOLO MARBELLA, S.L. to control the absence of viruses, worms or any other harmful computer element. It is the User's responsibility in any event to obtain the right tools to detect and disinfect harmful computer programmes.

SOLO MARBELLA, S.L. accepts no liability for any damage sustained by the computer equipment of the Users or of third parties during the provision of the services of the Portal.

#### 4.3 For the Availability of the Service

Access to the Portal requires third-party services and supplies, including conduction through telecommunications networks, whose reliability, quality, continuity and operation are not the responsibility of SOLO MARBELLA, S.L.. Consequently, the services provided through the Portal may be suspended, cancelled or become inaccessible before or during the provision of the service of the Portal.

SOLO MARBELLA, S.L. accepts no liability for any detriment or damages of any kind sustained by the User by reason of faults or disconnections of the telecommunication networks resulting in the suspension, cancellation or interruption of the service of the Portal during or before the provision thereof.

#### 4.4 For the Contents and Services linked through the Portal

The service of access to the Portal includes technical linking devices, directories or search engines which allow the User to access other websites and Internet portals (hereinafter 'the Linked Sites'). In such cases, SOLO MARBELLA, S.L. acts as provider of intermediary services in accordance with article 17 of the Spanish Information Society and Electronic Commerce Services Act 34/2002 of 12<sup>th</sup> July (LSSI) and will only be responsible for the contents and services supplied on the Linked Sites if, being effectively aware of the illicitness thereof, it fails to deactivate the link with due diligence. If the User considers that a Linked Site contains illicit or inappropriate contents, they may communicate this circumstance to SOLO MARBELLA, S.L. in accordance with the process and to the effects established in Clause 6. Such a communication will in no event involve an obligation to remove the relevant link.

In no event must the existence of Linked Sites lead to the assumption that agreements exist with those responsible or owning those sites or that SOLO MARBELLA, S.L. recommends, promotes or relates to the statements, contents or services provided on them.

SOLO MARBELLA, S.L. is not aware of the contents and services of the Linked Sites and therefore accepts no responsibility for any damage caused by the illicitness, quality, outdatedness, unavailability, error and uselessness of the contents and/or the services of the Linked Sites or for any other damage which is not directly imputable to SOLO MARBELLA, S.L.

### **5. Personal Data Protection**

The data obtained through the data collection forms of the Portal will be incorporated into an automated personal data file for which SOLO MARBELLA, S.L. is responsible. This company will treat the data confidentially and for the purposes described on the files registered with the Spanish Data Protection Agency to that end. SOLO MARBELLA, S.L. shall cancel, delete and/or block the data if they are inaccurate, incomplete or are no longer necessary or relevant for the purposes thereof in accordance with the provisions of the data protection laws. By clicking on the “send” button of the relevant form, the User authorises SOLO MARBELLA, S.L. to send information by e-mail or by any other means. However, the User may oppose the sending of such communications by written notice containing a copy of the User’s N.I.F. which must be sent to the following address: Calle Francisco Villalón, local 15-16. Puerto Banús, Marbella. Málaga. C.P. 29660. Additionally, each communication so sent shall specify the process to be followed to refuse any subsequent communications.

The fields marked with an asterisk on the data collection forms are mandatory. Therefore, if the User fails to provide the relevant details, SOLO MARBELLA, S.L. may in its sole discretion deny the relevant service.

The User may revoke the consent given by them and may exercise their rights of access, amendment, deletion and blocking by written notice to the address mentioned in Clause 1, stating their full name and enclosing a copy of their I.D.

The forms to be used for that purpose can be found [here](#).

SOLO MARBELLA, S.L. adopts the security standards required by the Regulations on Security Measures approved by Royal Decree 1720/2007 of 21<sup>st</sup> December approving the Regulations for implementation of the Spanish Personal Data Protection Act 15/1999 of 13<sup>th</sup> December. The above notwithstanding, technical security on a medium like the Internet is not impregnable and leaks may exist due to fraudulent actions by third parties.

SOLO MARBELLA, S.L. may use cookies during the provision of the service of the Portal. Cookies are automated processes for the collection of information concerning the preferences determined by a user during their visit to a certain website. Such information is recorded onto small files which are stored on the relevant user’s computer equipment in an imperceptible manner. In conclusion, cookies are physical files of personal information lodged in the user’s own terminal and unequivocally associated to this terminal. Cookies cannot read the cookie files created by other suppliers.

The User can configure their Internet browser in such a way that it will prevent the creation of cookie files or will inform the user when this happens. The Portal is accessible without the options relating to cookie files needing to be activated, although this could prevent a correct operation of the security mechanisms for exclusive services or certain services which require a higher level of security. As a general rule, the purpose of the Portal’s cookie files is to facilitate browsing by the User.

The server which transmits and activates the automatic collection procedures is valid for 12 months, after which the cookie files are automatically deleted.

## **6. Reporting Illicit and Inappropriate Activities**

Should the User or any other Internet user be aware that the Linked Sites refer to websites the contents or services of which are illicit, harmful, degrading, violent or immoral, they may contact SOLO MARBELLA, S.L. providing the following information:

Personal details of the reporter: name, address, telephone number and e-mail address;

Description of the facts which reveal the illicit or inappropriate nature of the Linked Site;

In case of violation of rights such as intellectual property and industrial property rights, the personal details of the owner of the breached right if not the reporter;

They shall also submit the Title providing evidence of the legitimacy of the owner of the rights and, where applicable, the representation authority to act on behalf of the owner if not the same person as the reporter;

Express declaration of accuracy of the information contained in the claim.

Receipt by SOLO MARBELLA, S.L. of the communication provided for in this Clause shall not, as provided for by the LSSI, entail any effective knowledge of the activities and/or contents indicated by the reporter.

## **7. Notifications**

All notifications and communications made by the parties shall be valid in accordance with the means admitted by Law. Those relating to this Portal shall be considered to take effect, to all intents and purposes, if made through the Portal itself.

## **8. Amendments**

SOLO MARBELLA, S.L. reserves the right to make any amendments it shall see fit to its website without prior notice, and it may change, remove or add to the contents and services provided through it as well as the way in which these are presented.

On the other hand, these terms and conditions may change at any time. The amendments will take effect from the moment they are published.

## **9. Legislation**

This Legal Notice is in every aspect governed by Spanish Law. Competence to hear any litigation which may exist with regard to the website or the activity carried out through the website lies with the Courts of Marbella and Estepona, and the User expressly waives any other jurisdiction which may be applicable.