

LEGAL NOTICE

In order to comply with Article 10 of Law 34/2002 for Information Society and Electronic Commerce Services, we shall inform the Users of the following data:

Company Name: GABRIEL MONTAÑES ALBERTI

Company Address: CARRER COS DE GRACIA, 19 SOT 2, 07702 MAÓ (ILLES BALEARS)

Tax Identification Number: 41505906Z

Telephone: +34 971 362 989

E-Mail: STUDIO@MONTANES.ES

Website: WWW.GABRIELMONTANES.COM

Collegiate N°: 528803

Data Protection Officer: GABINETE ORIFLA ASSESSORS

Contact DPD: lopd@orfilaassessors.com

I. PURPOSE OF THE CONTRACT

GABRIEL MONTAÑES ALBERTI (hereinafter the Provider), as a responsible entity for the website, provides this document to the Users, which regulates the use of the website **WWW.GABRIELMONTANES.COM**, by which we intend to comply with the obligations set forth in the Law 34/2002 for Information Society and Electronic Commerce Services (LSSICE or LSSI), as well as informing all Users about the conditions of use of the website.

Through the Web, **GABRIEL MONTAÑES ALBERTI** provides users with access to and use of different services and content made available through the web.

Any person accessing this website assumes the role of User (hereinafter, the User), which consequently implies full and unreserved acceptance of each and every one of the provisions included in this legal notice, as well as any other legal provisions that are of application

As a User, you have to carefully read this Legal Notice for all and any of the occasions that you access the web, as there may be modifications, being that the provider reserves the right to modify any type of information that may appear on the web without having to pre-warn or to inform users of these changes, being only enough the mere publication on the website of the Provider.

2. CONDITIONS OF ACCESS AND USE OF THE WEB.

2.1. Free access and use of the web.

The provision of services by **GABRIEL MONTAÑES ALBERTI** is free for all Users. However, some of the services rendered by the provider through the Web may be subjected to payment of a specific price through the general contract of conditions.

2.2. User registration.

In general, the rendering of the Services does not require prior subscription or registration of Users. Even so, **GABRIEL MONTAÑES ALBERTI** conditions the use of some of the services only if the User has previously filled out the corresponding User registration form. Such registration shall be completed in the manner that is expressly indicated in the service section itself.

2.3. Accuracy and truthfulness of the information

All the information provided by the User must be accurate and truthful. For these purposes, the User guarantees the authenticity of the data provided through the forms for the subscription of the Services. The User is responsible to keep all the information provided to **GABRIEL MONTAÑES ALBERTI** permanently updated in a way that it reflects, at all times, their actual situation. In any case, the User will be solely responsible for false or inaccurate statements provided by them, as well as for the damages that may be caused to the provider or third parties as a consequence.

2.4. Minors

For the use of the services, minors must always obtain previous consent of their parents, guardians or legal representatives, who are ultimately responsible for all acts performed by such minors under their care. They are also responsible for determining the specific contents to which minors access, that is, in the event a minor access unsuitable content via the Internet, they will have to establish mechanisms in their computers, in particular computer programs, filters and blocks, which are intended to limit the available contents and, in spite that they are not infallible, they are of special utility to control and to restrict the materials to which minors can be exposed.

2.5. Obligation to make a correct use of the Web.

The User agrees to use the Website in compliance with the Law and this Legal Notice, as well as in accordance to morality and good custom. For this purpose, the User shall refrain from using the page for purposes that are unlawful or prohibited, and / or injurious to the rights and interests of third parties, and / or that in any way may damage, disable, overburden, deteriorate or prevent the normal use of computer equipment or documents, files and all kinds of content stored on any computer equipment of the provider.

As a particular indication but not limited thereto, the User undertakes not to transmit, disseminate or make available to third parties information, data, content, messages,

graphics, drawings, sound or image files, photographs, recordings, software and, in general, any kind of material that:

(a) is contrary, despises or attempts against fundamental rights and public liberties that are recognized by the Spanish Constitution, international treaties and other current applicable laws;

(b) induces, incites or promotes actions that are criminal, degrading, defamatory, violent or, in general, contrary to law, morals and public order;

(c) induce, incite or promote discriminatory actions, attitudes or thoughts based on gender, race, religion, beliefs, age or condition;

(d) is contrary to the rights relating to honor, personal or family privacy or to the person's own image;

(e) in any way harms the credibility of the provider or of third parties; and

(f) constitutes illicit, deceptive or disloyal advertising.

3. EXCLUSION OF GUARANTEES AND LIABILITY

The Provider is exempt from any and all liabilities arising from the information published on our website, whenever that information has been manipulated or introduced by a third party.

This website has been revised and tested to work properly. In principle, its correct operation guaranteed 365 days a year, 24 hours a day. However, the Provider does not rule out the possibility that there may be certain programming errors, or that causes of force majeure, natural disasters, strikes, or similar circumstances could make it impossible to access the website.

GABRIEL MONTAÑES ALBERTI does not grant any guarantee and is not liable, in any case, for any and all damages of any kind that may arise from the lack of availability, maintenance and effective operation of the website or its services and contents; of the existence of viruses, malicious programs or harmful contents; of the illicit, negligent, fraudulent use or contrary to this Legal Notice and conditions of use; or the lack of legality, quality, reliability, usefulness and availability of the services provided by third parties and motions available to users on the website.

The provider is not liable under any circumstances for any and all damages that may arise from the illegal or improper use of this website.

4. COOKIES [ADAPT TO THE SPECIFIC CASE]

The provider's website may use cookies (small information files that the server sends to the computer of the person accessing the page) to carry out certain functions that are considered

essential for the proper functioning and visualization of the Website. The cookies that are used have, in any case, a temporary nature, with the sole purpose of making navigation more efficient, and they are to disappear once the user's session ends.

Under no circumstances the cookies will be used to collect personal information.

For more information, see our [Cookies Policy](#).

5. LINKS

From the website, you may be redirected to third-party content. Since it is not always possible to control the content entered by third parties, **GABRIEL MONTAÑES ALBERTI** does not assume any liability regarding these contents. In any case, the Provider states to undertake the immediate withdrawal of any content that may contravene national or international laws, morality or public order, also proceeding to the immediate withdrawal of the redirection to these websites, as well as informing the competent authorities of the content in question.

The Provider is not responsible for the information and stored content that may be included but not limited to forums, chats, blog generators, comments, social networks or any other means that allow third parties to independently publish content of the website of the provider. However, and in compliance with the provisions of art. 11 and 16 of the LSSICE (Information Society and Electronic Commerce Law in Spain), the Provider undertakes to be available for all users, authorities and security forces, as to actively collaborate in the withdrawal or, when necessary, the blocking of all content that may affect or contravene the national, or international laws, rights of third parties or for the purposes of morality and public order. In the event that the user considers that there may be some content that could be susceptible to this classification, they shall notify the administrator of the website immediately.

6. PERSONAL DATA PROTECTION

The provider is deeply committed to comply compliance with personal data protection regulations and guarantees full compliance with the obligations set forth by the in said regulations, which also includes the implementation of the established security measures in both the European Data Protection Regulation and the Spanish regulations on data protection. For further information, please read our Privacy Policy.

7. SOCIAL NETWORKS

We inform you that **GABRIEL MONTAÑES ALBERTI** may be present in social networks. The processing of the data that the users include in social networks [by becoming followers of the provider in the social networks (and / or realizing any link or connection action through these)] will be governed by this section, as well as by the conditions of use, privacy policies

and regulations for access and use of the social networks in question and are previously accepted by the user.

GABRIEL MONTAÑES ALBERTI will process your data in order to inform you of the activities, products or services of the provider through these social networks, as well as for any other purpose that the Social Networks regulations allow, but will not be responsible for their Privacy Policies.

The following content publications are prohibited:

- Whereas they are unlawful by national, community or international regulations or that they carry out activities that are allegedly unlawful or contravene the principles of good faith.
- Whereas they threaten the fundamental rights of people, lack of courtesy in the network, annoy or may generate negative opinions on our users or third parties and in general whatever the content that **GABRIEL MONTAÑES ALBERTI** deems inappropriate.
- And in general, whereas they contravene the principles of legality, honesty, responsibility, protection of human dignity, protection of minors, protection of public order, protection of privacy, consumer protection and intellectual and industrial property rights.

Also, **GABRIEL MONTAÑES ALBERTI** reserves the right to remove, without prior notice from the website or the corporate social network, those contents that are deemed inappropriate.

8. INTELLECTUAL AND INDUSTRIAL PROPERTY

The website, including but not limited to the programming, editing, compilation and other elements necessary for its operation, the designs, logos, texts, photographs and / or graphics are all property of the Provider or, if necessary, its use is based upon a license agreement or express authorization from behalf of the owner(s). All the contents of the website are duly protected by the rules of intellectual and industrial property.

Regardless of the purpose for which they were intended, the total or partial reproduction, use, distribution and public communication require prior written authorization from the Provider. Any use that is not previously authorized by the Provider will be considered a serious breach of the intellectual or industrial property rights of the owner(s).

The designs, logos, texts and / or graphics that are unrelated to the provider and that may appear on the website, are property of their respective owners, being themselves responsible for any possible dispute that may occur in their regard. In any case, the Provider has express and prior authorization from such owners.

The Provider acknowledges, in favor of the owners, their corresponding industrial and intellectual property rights, by which their mentioning or appearance on the website, does not imply the existence of any rights or any liability of the Provider over them, neither endorsement, sponsorship or recommendation by him.

To make any kind of observation regarding possible breaches of intellectual or industrial property rights, as well as any of the contents of the website, you may contact the Provider through the email provided above.

9. APPLICABLE LAW AND JURISDICTION

For the resolution of disputes or issues related to this website or the activities that are developed therein, they shall be governed by the laws applicable in Spain, to which the parties expressly submit, being the Courts of **GABRIEL MONTAÑES ALBERTI** as the competent entities that shall resolve all disputes that derive or are related to the use performed by such parties.