

## **IDENTITY OF THE WEB HOLDER**

This Legal Notice establishes the general information that service providers of the information society are obliged to make available to users, as required by Art. 10 of Law 34/2002, of July 11<sup>th</sup>, on Services of the Information Society and Electronic Commerce.

It is hereby informed that the holder and owner of the page with URL: WWW.ALGATEK.ES is responsible: ALGATEK ESPAÑA, S.L (hereinafter referred to as "the responsible ") with registered office at: POLIGONO PRADACON, 7-11. 33111 ENTRAGO. ASTURIAS and E-mail Address: [info@algatek.es](mailto:info@algatek.es)

## **ACCEPTANCE OF CONDITIONS OF USE**

The present Conditions (here in after referred to as Legal Notice) aims to regulate the use of this Web that the company makes available to the public in this URL. The use of the Web by a third party attributes the status of User and, supposes the full acceptance by said User, of each and every one of the conditions that are incorporated in this Legal Notice.

The responsible person can offer through the Web, services or products that may be subject to particular conditions that, depending on the case, replace, complete and / or modify the present conditions, and on which the User will be informed in each case concrete.

## **CORRECT USE OF THE WEBSITE**

The User agrees to use the Web, the contents and services in accordance with the Law. In the same way, the User undertakes not to use the Web or the services provided through it for illicit or contrary purposes or effects to the content of this Legal Notice, harmful to the interests or rights of third parties, or that in any way may damage, disable or deteriorate the Web or its services, or prevent its normal enjoyment by other Users.

Likewise, the User expressly undertakes not to destroy, alter, render useless or, in any other way, damage the data, programs or electronic documents and others found on the responsible Web site.

The User undertakes not to obstruct the access of other users to the access service through the massive consumption of the computer resources through which the person responsible provides the service, as well as to perform actions that damage, interrupt or generate errors in such systems.

The User undertakes not to introduce viruses, macros or any other logical device or sequence of characters that cause or are likely to cause any type of alteration in the computer systems of the responsible or third parties.

## **ADVERTISING**

Part of the Web page can host advertising content or be sponsored. Advertisers and sponsors are solely responsible for ensuring that the material submitted for inclusion on the website complies with the laws that may be applicable in each case. The

responsible will not be responsible for any error, inaccuracy or irregularity that may contain the advertising content or sponsors.

In any case, in order to file any claim related to the advertising content inserted in this web page can be directed to the following email address: [info@algatek.es](mailto:info@algatek.es)

## **INTELLECTUAL AND INDUSTRIAL PROPERTY**

All contents of the website, except as otherwise indicated, are the exclusive property of the person responsible and, without limitation, the graphic design, source code, logos, texts, graphics, illustrations, photographs, and other elements which appear on the Web.

Likewise, all trade names, trademarks or distinctive signs of any kind contained on the Web are protected by law.

The responsible does not grant any kind of license or authorization for personal use to the User regarding their intellectual and industrial property rights or any other right related to their Web and the services offered therein.

Therefore, the User acknowledges that the reproduction, distribution, commercialization, transformation and, in general, any other form of exploitation, by any procedure, of all or part of the contents of this Web constitutes a violation of the rights of the intellectual property And industrial property of the person responsible or the owner thereof.

## **RESPONSIBILITY REGIME**

### **1.- Responsibility for the use of the Web.**

The User is solely responsible for any infractions that may be incurred or the damages that may be caused by the use of the Website, being the responsible, partners, employees, and representatives, exempt from any kind of liability that may be derivative by the actions of the User.

The responsible will use all reasonable efforts and means to provide up-to-date and reliable information on the Web, however, the responsible does not assume any guarantee regarding the absence of errors, or possible inaccuracies and / or omissions in any of the accessible contents through this Web.

The User is solely responsible for any claim or legal action, judicial or extrajudicial, initiated by third parties against the person responsible based on the use by the User of the Website. In its case, the User will assume all expenses, costs and indemnities to be rendered to the person responsible for such claims or legal actions.

### **2.- Responsibility for the operation of the Web.**

The responsible excludes any liability that may arise from interferences, omissions, interruptions, computer viruses, telephone breakdowns or disconnections in the operative operation of the electronic system, motivated by causes other than the responsible party.

Likewise, the person responsible also excludes any liability that may result from delays or blockages in the operational operation of this electronic system caused by deficiencies or overload on telephone lines or on the Internet, as well as damages caused by third parties through illegitimate intrusions out of control of the responsible.

The responsible person is authorized to temporarily suspend, without prior notice, the accessibility to the Web due to maintenance, repair, update or improvement operations.

### 3.- Responsibility for links.

The links or links contained in the Web may lead the User to other Web sites managed by third parties.

The responsible declines any responsibility regarding the information that is outside the Web, since the function of the links that appear is only to inform the User about the existence of other sources of information on a specific subject.

The responsible is disclaimed of all responsibility for the correct functioning of such links, the result obtained through said links, the veracity and legality of the content or information that can be accessed, as well as any damages that may be suffered by the User in virtue of the information found in the linked Web.

## **POLICY REGARDING PERSONAL DATA OBTAINED THROUGH THE WEB.**

### 1.- Through forms.

Not with standing what is stated in each of the forms on the Website, when the User provides his personal data, he is expressly authorizing the person responsible for the processing of his personal data for the purposes indicated therein. The responsible person will incorporate the data provided by the User into an automated file, owner and responsible ALGATEK ASTURIAS, S.L and duly communicated to the Spanish Agency for Data Protection.

The User or his / her representative may exercise their rights of access, rectification, cancellation or opposition, by means of a written request signed in accordance with the Law to: POLIGONO PRADACON, 7-11. 33111 ENTRAGO. ASTURIAS

### 2.- Confidentiality.

The responsible person undertakes to fulfill his obligation of secrecy of personal data and his duty to keep them confidential and will take the necessary measures to prevent their alteration, loss or treatment or unauthorized access.

## **USER'S COMMENTS**

The User guarantees that information, material, contents or observations that are not his own personal data and that are provided to the responsible through the Web, does not infringe the intellectual or industrial property rights of third parties, nor any other legal provision.

The information, materials, contents or observations that the User provides to the responsible will be considered non-confidential, with the responsible party reserving the right to use them in a way that he deems most appropriate.

## **MODIFICATIONS TO THE CONDITIONS OF USE**

The responsible person reserves the right to modify, develop or update at any time after notification, the conditions of use of this website. The User will be automatically

bound by the conditions of use that are in force at the time he accesses the Web, so he should periodically read these terms of use.

#### **APPLICABLE LEGISLATION AND JURISDICTIONAL COMPETITION**

All disputes or claims arising from the interpretation or execution of this Legal Notice shall be governed by Spanish law and shall be subject to the jurisdiction of the Courts and Tribunals of Oviedo.