

# Legal Notice

## Ownership

<http://www.coroneltapioccaperfumes.com/>, is an Internet domain owned by DE RUY PERFUMES S.A.U. with Tax ID ("NIF"): A29596624 and address at C/ La Red Seis,2. 41500 - Alcalá de Guadaíra, Seville. Registered in the Mercantile Registry of Seville; Sheet SE-41060 Volume 3097 Folio 5 (hereinafter the Owner).

Coronel Tapiocca Perfumes is a fragrance brand manufactured by De Ruy Perfumes.

## General Conditions of Use

### 1. Acceptance and availability of the General Conditions of Use.

By accessing the Website, the User declares that he/she has read and accepts these Conditions. In any case, the General Conditions of Use contained herein are mandatory and binding; any person who does not accept these conditions must abstain from using the Website and/or the services promoted by the Owner, through the same. These General Conditions of Use do not create any partnership, mandate, franchise or employment contract between the Owner and the Users.

The present conditions regulate the use of this Website, which the Owner makes available to the people who access it in order to provide them with information about products and services of his own and/or third-party collaborators.

### 2. Applicable rules.

This Legal Notice is subject to the provisions of Organic Law 15/1999, of 13 December, on the Protection of Personal Data, its Implementing Regulation, RD 1720/07, Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), Law 34/2002 of 11 July, on Information Society Services and Electronic Commerce, Royal Decree-Law 13/2012 of 30 March, transposing directives on the internal electricity and gas markets and on electronic communications, and adopting measures to correct discrepancies between the costs and revenues of the electricity and gas sectors, as well as any subsequent regulations that modify or develop them.

Both access to the website owned by the Owner and the use that may be made of the information and content included therein, will be the sole responsibility of the person who makes it. The conditions of access to the Website will be subject to the law and the principles of good faith and lawful use by the User of the same, being generally prohibited any type of action to the detriment of the Owner. Any use of the Website for illegal or unauthorized purposes is strictly prohibited.

### 3. Modification of the General Conditions of Use.

The Owner reserves the right to modify, at any time, the presentation and configuration of the Website, as well as these General Conditions of Use. Therefore, the Owner recommends that the User reads them carefully each time he or she accesses the Website. They will always have the General Conditions of Use in a visible place, freely accessible for any queries the user may have.

### 4. Description of services.

<http://www.coroneltapioccaperfumes.com/> is a Websites of the Owner and serve as an information tool for the products offered.

## **5. Termination.**

The Owner reserves the right to interrupt or cancel the Website or any of the services on it, at any time and without prior notice, for technical or other reasons, and may unilaterally modify both the conditions of access and all or part of the contents included therein without prejudice to the rights acquired at that time.

## **6. Responsibilities.**

The links contained in the Website may lead to third party websites. The Owner assumes no responsibility for the content, information or services that may appear on such websites, which will be exclusively informative and in no case imply any relationship between the Owner and the persons or entities owning such content or owners of the Websites where they are located.

The Owner is not responsible under any circumstances for any damage that may be caused by Users to this Website, or any other, by the illegal or improper use of it, or the content and information accessible or provided through it.

The Owner will not be liable for infringements by users of its Website that affect third parties.

The Owner does not guarantee the reliability, availability or continuity of its Website or the Services, so the use of the same by the user is carried out at their own risk, and the Owner may not be held responsible under any circumstances.

The Owner shall not be liable in the event of interruptions in the services, delays, malfunctions and, in general, other inconveniences arising from causes beyond the Owner's control, and/or due to wilful misconduct or negligence on the part of the user and/or caused by acts of God or force majeure. Without prejudice to the provisions of article 1105 of the Civil Code, the concept of force majeure also includes, for the purposes of these General Conditions of Use, all events beyond the control of the Owner, such as: failure of third parties, operators or service companies, acts of government, lack of access to networks of third parties, acts or omissions of public authorities, others caused by natural phenomena, power cuts, etc., and the attack of hackers or third parties specialized in the security or integrity of the computer system, provided that the Owner has adopted reasonable security measures in accordance with the state of the art. In any case, whatever its cause, the Owner shall not assume any liability whatsoever for direct or indirect damages, consequential damages and/or lost profits.

The Owner will make all efforts to update and rectify any information stored on its Website that does not comply with the minimum guarantees of truthfulness. Nevertheless, the Owner hereby informs that there may be any type of unintentional error and the User is free to verify the content.

The Owner may not be held responsible for the use of this Website by third parties or references to it that may exist on third party websites.

## **7. Indemnification.**

The Users will keep the Owner free from any claim or demand from third parties related to the activities promoted within the Website or for the breach of the General Conditions of Use and other policies that are understood to be incorporated into this document, or for the violation of any laws or rights of third parties.

## **8. Nullity and ineffectiveness of the Clauses.**

If any clause included in these General Conditions of Use is declared totally or partially null and void or ineffective, such nullity or inefficiency shall affect only that provision or part thereof which is null and void or ineffective, and the General Conditions of Use shall survive in all other respects, and such provision or part thereof shall be deemed null and void or ineffective.

## **9. Notifications.**

All notifications, requirements, requests and other communications to be made by the parties in relation to these General Conditions of Use must be made in writing and shall be deemed to have been duly made when they have been delivered by hand or sent by ordinary mail to the address of the other party or to the e-mail address of the latter, or to any other address or e-mail address that each party may indicate to the other for this purpose.

## **10. Intellectual and Industrial Property.**

The intellectual property rights of this Website, its source code, design, navigation structures and the different elements contained therein are the exclusive property of the Owner who is entitled to exercise the rights of exploitation of the same in any form and, in particular, the rights of reproduction, distribution, public communication and transformation, in accordance with the applicable Spanish and European Union legislation.

The total or partial reproduction of the contents of this Website without the express written consent of the Owner is strictly prohibited. Unauthorized use of this content by any other person or company will give rise to the legally established responsibilities.

The Owner shall market the products under the Registered Trademarks and with their own individual distinctive signs and shall be the rightful owner of the Registered Trademarks and of the material for the promotion of the product.

Any kind of exploitation is prohibited, including any type of reproduction, distribution, transfer to third parties, public communication and transformation, through any type of support and medium, of the aforementioned works, creations and distinctive signs without the prior and express authorization of their respective owners. Failure to comply with this prohibition may constitute an infringement punishable by law.

It is prohibited, except in cases expressly authorized by the Owner to present this Website or the information contained therein under frames, distinctive signs, trademarks or corporate or commercial names of another person, company or entity expressly including the photographic content that is considered the exclusive property of the Owner.

Breach of any of the aforementioned rights may constitute a breach of these General Conditions of Use, as well as an offence punishable under articles 270 et seq. of the Criminal Code.

## **11. Jurisdiction.**

For any questions that may arise regarding the interpretation, application and compliance of this Legal Notice, as well as any claims that may arise from its use, all the parties involved shall submit themselves to the corresponding Judges and Courts according to their jurisdiction.