

# LEGAL NOTICE AND TERMS OF USE

Latest update: October 2017

The following document establishes the access, browsing and use of the website property of Arzalia Ediciones, S.L. located in the domain [www.arzalia.com](http://www.arzalia.com) as well as their sub domains (hereafter the "WEBSITE").

## 1. BASIC PRIVACY INFORMATION

Basic data protection information	
<b>Controller</b>	ARZALIA EDICIONES, S.L.
<b>Purpose of the processing</b>	Respond to the users' requests when contacting the Data controller.  Manage business relationships with the users of the WEBSITE.  Submission of commercial communications.
<b>Legitimate basis</b>	Users' consent.
<b>Recipients</b>	Personal data will not be disclosed to third parties, with the exception of legal mandate.
<b>User's rights</b>	Rights to:  ACCESS RECTIFICATION ERASURE  To/of the personal data processed by the Controller, among other prerogatives.
<b>More information</b>	Further information regarding the Privacy Policy is provided at <a href="http://www.arzalia.com/privacy-policy">www.arzalia.com/privacy-policy</a>

## 2. GENERAL INFORMATION

### 2.1. Identification

Pursuant to Article 10 of the Act 34/2002, of 11th July, on Information Society Services and electronic commerce (hereafter 'LSSI'), we hereby inform of the identification of the entity Arzalia Ediciones, S.L. (hereafter 'ARZALIA'):

- Registered office of ARZALIA: Madrid – 28003, c/Zurbano, 85-3º-1.
- VAT No. B-87753224.

- ARZALIA is a commercial entity registered in the Madrid Commercial Registry in the general Volume 35566, Sheet 121, Section 8, and Page M-639244.
- Contact telephone number: +34 639705273; email address: [ricardo.artola@arzalia.com](mailto:ricardo.artola@arzalia.com)

## **2.2. Ownership of the WEBSITE**

The exclusive right holder of this website is ARZALIA, which is available to the Internet users with the aim of providing information of the services offered by this entity.

## **3. TERMS OF USE.**

The use of the WEBSITE is governed by this Legal Notice and Terms of use, and by using this WEBSITE you explicitly consent to these terms of use, and such will be enforceable as if it was a written contract.

When a user merely accesses the WEBSITE, such fact does not imply the processing of personal data.

For example, if a user wishes to submit queries and/or suggestions, they will be asked to provide a series of personal data, always relying on its exclusive application for the specified purpose. To do so, it will be necessary that before providing this data, the user carefully reads ARZALIA's [Privacy Policy](#).

The user will be responsible for providing truthful and lawful data, as well as for the proper use of the WEBSITE.

ARZALIA is not responsible for the interruption of any service or access to the WEBSITE without prior notice, whether for security, technical or maintenance reasons or caused by a third party.

## **4. LINKS**

### **4.1. Links from third party websites. Hyperlinks.**

Any user who intends to establish a hyperlink between its website and the WEBSITE (hereinafter, the "HYPERLINK") must comply with the terms set forth in these Legal Notice and Terms of Use. The inclusion of a HYPERLINK under terms other than those listed below will require prior written acceptance of ARZALIA.

ARZALIA only authorizes those HYPERLINKS that allow redirection to the WEBSITE provided that these do not imply total or partial reproduction of the WEBSITE.

The user may not partially or totally reproduce the WEB SITE on its website; in particular it may not reproduce the way in which the contents of the WEBSITE are presented or arranged in such a way that there might exist a risk of association or confusion between the WEBSITE and the user's web page.

The use of frames, as well as assembled or inline links to the WEBSITE, as well as the creation of an environment or navigation bar based on the contents of the WEBSITE is prohibited.

It is also prohibited to directly or indirectly declare or suggest the existence of a collaborative relationship, joint venture or business association of any kind between the website or company of the user and ARZALIA. In this sense, the user will refrain from presenting the contents made available on the website where the HYPERLINK is incorporated, as authorized, approved, supervised by, or subject to collaboration with ARZALIA.

The website on which the HYPERLINK is established may not contain any distinctive sign, including names, trademarks, logos or slogans, that identify or evoke ARZALIA, except for those denominations that form part of the link itself or those expressly approved by ARZALIA.

The website on which the HYPERLINK is established shall not contain information or content that is illegal, contrary to morality, generally accepted good customs and public order, nor shall it include content that is contrary to any third parties' rights.

In any case, ARZALIA will be entitled to prohibit or disable, in its sole discretion, at any time, any HYPERLINK to the WEBSITE. The user will be obliged to modify or immediately remove from its website any HYPERLINK, content or distinctive sign property of ARZALIA if so required.

#### **4.2. Links to third party websites.**

ARZALIA is not responsible for, or does not exercise any control over, the contents (including its privacy policies) of the links or hyperlinks located on the WEBSITE and leading to third party websites, which are not established by ARZALIA, nor of the veracity, legality or possible infringements of third party rights that may occur and, consequently, does not guarantee adequate access or technical availability of these sites.

### **5. LIABILITY**

ARZALIA is not responsible for the inappropriate and/or illicit use that the user may make of the WEBSITE and of those elements therein, as well as for the damages and prejudices that could be caused to third parties by such use.

The user is solely responsible for the proper use of the WEBSITE and undertakes to respect the rights of third parties that may be affected by an unauthorized use of any element that integrates it. For its part, ARZALIA reserves the right to supervise this compliance and adopt the necessary measures to enforce it.

ARZALIA undertakes to adopt all the technical and technological measures at its disposal to guarantee the correct functioning of the WEBSITE, so that it will not be responsible for any damages that the user may suffer in the event of impossibility of access to the contents of the WEBSITE or the transmission of computer viruses by third parties.

## **6. INTELLECTUAL PROPERTY**

The WEBSITE and the different elements and contents that integrate it, such as, but not limited to, photographs, graphic designs, trademarks, logos and other distinctive signs, works, texts, videos or software, as well as any other subject to protection, are subject to intellectual property rights of which ARZALIA is the exclusive owner or licensee, with the required scope, or a third party. It shall not be considered that any license or transfer of any intellectual property rights has been granted of the website or any other content therein.

In particular, ARZALIA counts with the corresponding authorizations and permissions to reproduce and communicate to the public the photographs of the authors or any other collaborators as well as the covers of literary works contained in the WEBSITE.

The user is expressly prohibited to carry out any act of reproduction, distribution, transformation, communication to the public, extraction, reuse, resending or exploitation by any means or procedure of the WEBSITE or its elements, except in those cases in which it is permitted by law or with the prior express and written authorization of ARZALIA.

The user must refrain from circumventing or attempting to circumvent any technological measures adopted by ARZALIA in order to restrict those acts not authorized by ARZALIA or by third parties holding intellectual property rights over works or services of any kind accessible through the WEBSITE.

## **7. COOKIES AND COMMERCIAL COMMUNICATIONS**

ARZALIA uses its own and third party cookies to improve its services by analyzing the browsing habits of its users. More information about the Cookies Policy is available [here](#).

In compliance with the LSSI, commercial communications by e-mail will only be permitted when such have been expressly authorized by their recipients.

Excluded from the provisions of the previous paragraph are those communications made by virtue of a pre-existing contractual relationship in the terms established by Article 21.2 of the LSSI as amended by Final Provision Two of the new General Telecommunications Act.

## **8. WEBSITE MODIFICATIONS**

ARZALIA may at its sole discretion renew, modify or transform the WEBSITE and the elements contained therein without the need to previously communicate it to users, including the Legal Notice and Terms of Use.

However, the user will be aware of any modification in these documents through the publication that ARZALIA will make in the WEBSITE.

## **9. GOVERNING LAW AND JURISDICTION**

This Legal Notice and Terms of Use, as well as the relations established between ARZALIA and the user of the WEBSITE will be governed by the Spanish legislation in force.

Any controversy that may arise between ARZALIA and the user shall be submitted to the Courts and Tribunals of Madrid, expressly waiving any other jurisdiction that may correspond.



