

## 1.- IDENTIFICATION DATA

In compliance with the duty of information contained in article 10 of Law 34/2002, of July 11, 2002, on Information Society Services and Electronic Commerce, we inform you that the website [www.miluna.es](http://www.miluna.es) (hereinafter the "Website") is operated by NIRBUNJATIS EXPERIENCE SL (hereinafter "THE HOLDER OF THE WEBSITE").

Domain name: [www.miluna.es](http://www.miluna.es)

Commercial name: MILUNA

Company name: NIRBUNJATIS EXPERIENCE SL

NIF: B66773896

Company address: CAMINO DE VALDECARRETASPARCELA 364 , 45919 HORMIGOS (TOLEDO)

Telephone: 610006503

e-mail: [abosch@miluna.es](mailto:abosch@miluna.es)

Registered in the Mercantile Registry of Barcelona in Volume 45375, Folio 188, Page 48726.

## 2.- USER ACCEPTANCE

This Legal Notice regulates the access and use of the Web that THE HOLDER OF THE WEBSITE makes available to Internet Users. USER means the person who accesses, browses, uses or participates in the services and activities of the Web.

Access and navigation of a User by the Web implies unreserved acceptance of this Legal Notice.

THE HOLDER OF THE WEBSITE may offer through the website services that may be subject to special conditions on which the user will be informed in each specific case.

## 3.- CONDITIONS OF USE OF THE WEB

The User assumes responsibility for the use of the Web, undertakes to use the contents and services in accordance with the Law, this Legal Notice, good customs and public order. This responsibility extends to the registration that may be necessary to access certain services or contents.

The User guarantees the authenticity and veracity of all data provided both in the completion of the registration forms and at any time thereafter, being responsible for updating the information provided, so that it reflects their actual situation. The USER will be responsible for the inaccuracy or lack of veracity of the information provided.

In such registration the USER will be responsible for providing truthful and lawful information. As a consequence of this registration, the USER may be provided with a password for which he/she will be responsible, undertaking to make diligent and confidential use of it. The USER agrees to make appropriate use of content and services (such as chat services, discussion forums or newsgroups) that THE HOLDER OF

THE WEBSITE offers through this website and by way of example, but not limited to, not to use them for:

- Engage in illicit, illegal or contrary to good faith and public order.
- Disseminate content, criminal, violent, pornographic, racist, xenophobic, offensive, advocacy of terrorism or, in general, contrary to law or public order.
- Causing damage to the physical and logical systems of THE HOLDER OF THE WEBSITE, its suppliers or third parties, introducing or spreading computer viruses, macros, applets, ActiveX controls, or any other physical or logical systems that are likely to cause the aforementioned damage.
- Obstruct access to other Users to access service through the massive consumption of computing resources through which THE HOLDER OF THE WEBSITE provides the service.
- Attempt to access and, where appropriate, use the email accounts of other Users and modify or manipulate their messages. THE HOLDER OF THE WEBSITE reserves the right to remove any comments and contributions that violate the respect for human dignity, which are discriminatory, xenophobic, racist, pornographic, that violate the youth or childhood, order or public safety or, in his opinion, are not suitable for publication. In any case, THE HOLDER OF THE WEBSITE will not be responsible for the opinions expressed by users through forums, chats, or other participation tools.

#### **4. INTELLECTUAL AND INDUSTRIAL PROPERTY. ALL RIGHTS RESERVED**

THE HOLDER OF THE WEBSITE by itself or as an assignee, owns all intellectual and industrial property rights of its website, or its licensors or collaborators, as well as the elements contained therein, including but not limited to: structure, design, source code, text, photographs, graphics, images, sound, audio, video, icons, technology, software, source codes, graphic design, as well as logos, trademarks and other distinctive signs.

ALL RIGHTS RESERVED. Under the provisions of Articles 8 and 32.1, second paragraph, of the Intellectual Property Law, are expressly prohibited reproduction, distribution and public communication, including its mode of making available, all or part of the contents of this website, for commercial purposes, in any medium and by any technical means, without the authorization of THE HOLDER OF THE WEBSITE unless prior express authorization and does not give the User any right over them.

Users and, in general, those who intend to establish a hyperlink must have prior express authorization from THE HOLDER OF THE WEBSITE.

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The User undertakes to respect the rights of Intellectual and Industrial Property owned by the Web. You can view the elements of the portal and even print, copy and store

them on the hard drive of your computer or any other hardware provided it is solely and exclusively for personal and private use. The User shall refrain from deleting, altering, evading or manipulating any protection device or security system installed on the Web.

## **5. EXCLUSION OF WARRANTIES AND LIABILITY**

THE HOLDER OF THE WEBSITE makes every effort to avoid any errors in the contents of the Web, but does not guarantee its non-existence in access to it, in its content, nor that it is updated.

Both access to the Web, and the use made of the information contained therein is the sole responsibility of the user.

THE HOLDER OF THE WEBSITE is not responsible, in any case, for damages of any kind that may cause the user's computer system (hardware and software), lack of availability of the portal or the transmission of viruses or malicious or harmful programs in the content, or information and content stored in forums, chats, blogs, comments, social networks or any other means that allows third parties to publish content independently on the Web.

However, and in compliance with the provisions of the LSSI, THE HOLDER OF THE WEBSITE is available to all Users, authorities and security forces, to collaborate actively in the removal or blocking of all content that could affect or contravene national or international law, the rights of third parties or morality and public order. In the event that the User considers that there is any content on the Web that could be susceptible to this classification, please contact us.

## **6. THIRD PARTY LINKS**

In the event that the Web links or hyperlinks to other Internet sites, as in the case of social networks, THE HOLDER OF THE WEBSITE will not exercise any control over these sites and content, will not assume responsibility in any case for the contents of any link belonging to other websites outside, nor guarantee the technical availability, quality, reliability, accuracy, comprehensiveness, accuracy, accuracy, validity and constitutionality of any material or information contained in any such hyperlinks or other Internet sites. Likewise, the inclusion of these external connections does not imply any type of association, merger or participation with the connected entities.

## **7. PROCEDURE IN CASE OF CARRYING OUT ACTIVITIES OF AN UNLAWFUL NATURE.**

In the event that THE HOLDER OF THE WEBSITE becomes aware of the use of the services provided by the Web for activities that may eventually be detrimental to the rights of third parties or constitute unlawful acts, may take all necessary measures to prevent the continuation of these activities, and reserves the right to initiate appropriate legal action.

If any User is aware that any kind of information published on the Web or provided through the same is unlawful, harmful to third party rights, contrary to the provisions of this Legal Notice or otherwise harmful or contrary to morals, customs and customs, you can contact us and we will respond as soon as possible.

## **8. PUBLICATIONS**

The administrative information provided through the Web does not replace the legal publicity of laws, regulations, plans, general provisions and acts that have to be formally published in the official journals of public administrations, which are the only instrument that attests to its authenticity and content. The information available on this website should be understood as a guide with no purpose of legal validity.

## **9. RIGHT OF EXCLUSION**

The HOLDER OF THE WEBSITE reserves the right to deny or withdraw access to the portal and / or services offered without notice, at its own request or at the request of a third party, to those Users who violate this Legal Notice.

## **10. MODIFICATION OF THESE CONDITIONS AND DURATION**

THE HOLDER OF THE WEBSITE reserves the right to update this Legal Notice in a timely manner, so you may want to check each time you visit the Web. The validity of these conditions will depend on their exposure and will remain in force until they are modified by other duly published.

## **11. APPLICABLE LAW AND JURISDICTION**

The relationship between THE HOLDER OF THE WEBSITE and the USER shall be governed by Spanish law and any dispute shall be submitted to the Courts and Tribunals closest to HORMIGOS.

Entity adapted to the privacy regulations by ARCODATOS  
[www.protecciondedatos.com.es](http://www.protecciondedatos.com.es) [www.arcodatos.com](http://www.arcodatos.com)