

## LEGAL NOTICE

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In compliance with the duty of information stipulated in current legislation relating to Services of the Society of Information and to Electronic Commerce we affirm that the responsible party for the website named below is: :

EUROMURSOFA,S.L.

National tax number:: B-73220253

Company address: Avda. de Beniel, 58, 30580 Alquerías, Murcia, SPAIN.

Internet domain address: [www.euromursofa.com](http://www.euromursofa.com)

Registered in the Mercantile Registry of Murcia; Volume MU -1953; Book 0; Page 7; Sheet MU -40501

Tel: +34 968 812 945

Fax: +34 968 870 423

Communications with users and/or interested parties will be made from the email address: [info@euromursofa.com](mailto:info@euromursofa.com)

### 1.- USER

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The USER is anyone who accesses the website, whether using or not the contents or information available therein.

The USER expressly and unequivocally accepts that access of the website implies complete adherence to all and any of the general conditions of access and use of any of the available or relevant content on the website. In all cases, if the USER fails to understand or comply with all or any of the cited general conditions, the USER should refrain from using or accessing the website or its content or any content available through the website. The USER should therefore read this Legal Notice and Privacy Policy carefully on each occasion before using the website, as the document is subject to changes.

In the case of any doubts arising from this Legal Notice and Privacy Policy, the USER should not hesitate to contact the OWNER of the website at the aforementioned address for the responsible party.

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### 2.- OBJECTIVE

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The OWNER of the website provides the USER with access via the website to content and information that may be available from the website OWNER or through third parties.

EUROMURSOFA,S.L. reserves the right to restrict, interrupt or suspend access to the website or the use of any or all of its content or information at any time. The OWNER also reserves the right to amend the placement in the website of the available content, the settings of the content or information, and access to the site, and even the look and feel of the site.

### 3.- CONDITIONS OF ACCESS AND USE OF THE WEB

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3.1.- GENERAL ACCESS AND USE BY THE USER. The USER expressly and unequivocally accepts that access or use of the website includes no guarantee, which is expressly revoked by the OWNER, regarding the suitability of the content included in the site for the personal or specific objectives of the USER. The USER therefore retains full and total liability for access of the website and any use of its content or information, and the OWNER will not be held liable under any circumstance or in any measure, for direct or indirect damages, for loss of profit or consequential damages, for any later damages resulting from the use of the content, or from conclusions made by the USER from the use of the content.

The USER expressly and unequivocally accepts that the OWNER may establish additional conditions and restrictions at any time regarding access to the website and the use of its content, by which the USER will immediately be bound.

3.2.- AUTHORISED USE OF THE WEBSITE AND CONTENT. The USER expressly and unequivocally consents to access the web, and use the content available in accordance with the general conditions mentioned herein, and with the specific conditions relevant to each area of content, and any other applicable legislation, including fair use and custom, good faith and public order. In all cases and without restriction, the USER agrees:

a) Not to access or carry out any use of the web or its content that is not permitted by or contrary to the purpose of the website or the legislation by which it is governed. The USER therefore cannot access or try to access or use the web content and/or restricted areas of the website if in the future the USER will be accessing the website without authorisation. Moreover, the USER must carry out any such access to or use of restricted areas in accordance with and only using the procedures and tools established by the website for this purpose, and under no circumstances, whether the USER is authorised or not to access or use the restricted areas or content, is the USER permitted to use any technical procedures, means or tools intended to bypass security measures or identification procedures put in place by EUROMURSOFA,S.L. or third parties.

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b) To access and/or use the website and/or its content according to the principles and purpose for which they were created and made available to the USER, with respect for the format through which they are made available and the general conditions set out in this notice. In the interests of compliance with these principles and purpose, the USER is bound, including but not limited to: b.1) To not carry out or attempt to carry out any activity that may result directly or indirectly in general damages to the website or to its content or information available therein, and specifically to the rights of the OWNER or to any third party, whether another USER or a PROVIDER of the website; b.2) To not carry out or attempt to carry out any activity that may have effects, amongst others, that modify, manipulate or eliminate references or formats of references or mention of the protection of intellectual or industrial property rights of the OWNER or of any third party, whether of the website or of the content available or any other element of which it consist; b.3) To not carry out any activity that may damage the systems of the OWNER or of third parties, or that may affect the normal development of the objective of the website. Activities included in this definition include the introduction of viruses to the systems of the OWNER, of the USERS, or of any third party that may affect the website in any way, in addition to any activity related to the spreading of viruses either in the website or to the internet via the website.

c) The USER will be responsible for all damages, of whatever nature, that the OWNER, any other USER, or any third party, might suffer as a result of improper use of the website or of the content available on it. The USER will be responsible for any amount payable by the OWNER as a result of an administrative decision, a court order, or out-of-court settlement which seeks to indemnify any third party for the damages caused.

3.3.- THE CONTENT: The USER expressly and unequivocally agrees not to reproduce or copy, distribute, or allow public access by any means of public communication, to transform or modify the CONTENT, without the express authorisation from the OWNER of the corresponding rights, or unless such action is allowed by law. The USER agrees not to destroy or attempt to destroy the protective devices or any information mechanism that may be inserted into such content, including but not limited to the protection of the content's intellectual or industrial property rights.

The USER agrees NOT to obtain or attempt to obtain content by use or means of procedures other than, in each case, content, or, in general, of those used commonly on the internet, so as not to entail a risk of damage or disablement of the website and/or its content.

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### 4.- COMMERCIAL ACTIVITY

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The simple display of products and/or services and of information regarding them provided by the OWNER of the website or via links to other marketing websites belonging to the commercial group to which EUROMURSOFA,S.L. belongs does not automatically imply any commercial activity, and any transactions or contracts that may be produced between the OWNER of the website and a USER will be carried out by other means of agreement than those governing the website, and will be subject in each case to the relevant applicable legislation and laws.

The offers, prices, new products launched onto the market, characteristics, and generally everything related to the website and the links to other websites, decreed in each case, may be changed at any time by the OWNER without implicating the OWNER with any liability for such changes or updates that may be produced, nor for possible or eventual material errors or the transcription of such content on the website. The above is without prejudice to the OWNER's compliance with the relevant applicable legislation.

### 5.- INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

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The content and information made available by EUROMURSOFA,S.L., and any web content accessible via the website and the corresponding links are protected by international laws and regulations applicable in the matter of intellectual property.

Any form of reproduction, distribution, public communication, transformation, circulation, or any other general act of publication of the web pages or their content or information is prohibited, without prior written express permission from EUROMURSOFA,S.L., unless the application or use is for the personal use of the USER and no third parties are involved.

As a consequence, all content displayed on the website, and in particular all design, text, graphics, logos, icons, buttons, software, commercial names, brands, industrial artwork, and any other sign susceptible to industrial or commercial use are subject to the intellectual and industrial property rights of EUROMURSOFA,S.L. or of third party owners who have duly authorised the inclusion of such content on the website.

The content, images, forms, indices and other formal content that form part of the website and pages, as well as the software necessary for the function and visualisation, constitute works in their own right under copyright laws, and are therefore protected by international law and national legislation in the relevant matter of intellectual property rights. Any failure to comply with the stipulations mentioned herein is a serious illegal act and will be subject to punishment in accordance with civil and criminal law.

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Any act, specifically but not limited to, of reproduction, distribution, display, transmission, retransmission, any form of emission, storage in physical or logical form (such as cds or computer hard drives), digitalisation or circulation from any data base not authorised by EUROMURSOFA,S.L., as well as the translation, adaptation, repair or any other transformation of any of the aforementioned information, images, forms, indices or other formal content or commercial wording available to the USER via the services or content, is subject to the relevant legislation in the matter of intellectual or industrial property rights or image protection rights.

EUROMURSOFA,S.L. is free to limit access to its website and to the services offered therewith.

Any technical, logical and technological resource by which a third party, directly or indirectly, with or without profit, may benefit from any or all of the content, forms, indices or other formal content that make up part of the web pages, or from the efforts carried out by EUROMURSOFA,S.L. to enable its function, is prohibited. Specifically, any link, hyperlink, framing or similar that may be established around the web pages of EUROMURSOFA,S.L., is prohibited without the prior written express permission of EUROMURSOFA,S.L.. Any contravention from what is stipulated herein on this point will be considered a breach of the intellectual property rights of EUROMURSOFA,S.L. of the web pages and all content included therein.

EUROMURSOFA,S.L. assumes no liability for any consequences resulting from the activity or behaviour described above.

### 6.- EXCLUSION FROM GUARANTEES AND LIABILITY

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6.1. EXCLUSION FROM GUARANTEES AND LIABILITY FOR THE FUNCTIONING OF THE WEBSITE. The OWNER makes no guarantee of the availability and continuous function of the website or of any other sites with which there may be a link. In no case will the OWNER be liable for any damages that may result from a) the lack of availability or accessibility of the website or of any other site with which there is a link; b) any interruption in function of the website or technical failure, breakdown in telephone lines or internet connection, or in any other electronic system that may affect the function of the website; c) the lack of suitability of the website for the particular requirements of the USER; or d) any other damages that may be caused by third parties via unauthorised intermission outside the control of the OWNER. The OWNER states that the quality of the availability of the content and information in the website and their use carried out by the USER, depends to a great extent on whether the respective hard and software fulfil the technical requirements that are necessary according to the criteria set by the OWNER. The OWNER is therefore not liable for any deficiency or breakdown in the availability of content or information in the website or of its use by the USER in the case that the hard or software does not meet with the necessary technical requirements.

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The OWNER cannot guarantee an absence of viruses or other elements in the website that may be introduced by third parties and which may produce alterations in the physical or logical systems of the USER or in the electronic documents or files stored in their system, such as screensavers or desktop backgrounds. The OWNER is therefore not liable under any circumstances for any damages of any sort that may result from the presence of a virus or other elements that may cause alterations in the physical or logical systems, electronic documents or files belonging to USER. The OWNER makes no guarantee that unauthorised third parties cannot gain access to the type of use of the website that the USER may carry out, or to the conditions, characteristics or circumstances in which such use is carried out. EUROMURSOFA, S.L. will not therefore be liable under any circumstances for any damages that may result from any such unauthorised access.

**6.2.- EXCLUSION FROM GUARANTEES AND LIABILITY FOR USE OF THE WEBSITE.** The OWNER will not be held liable under any circumstances for the use carried out by the USER or by any third party of the website or of its content or information, nor for any damages that may result from such use. The OWNER affirms that in the case of any future studies, opinions, reports, etc, that may be included in the content of the website, such content produced by the OWNER or by third parties is intended to provide no more than a guideline to serve as support to the activity of the USER, and the USER therefore expressly accepts that the OWNER will under no circumstances be liable for any damages that may result directly or indirectly from the use by the USER of such content and of any conclusions made by them. The OWNER is in no way liable for any decision made by the USER based on this information, or on any typographical error or technical inconsistencies contained within the documents or graphics on the pages. The information is subject to possible regular changes to its content, with no prior warning, for the purpose of amplifying, improving, correcting or updating the content.

### 7.- USE OF COOKIES AND LINKS

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**7.1.- COOKIES.** The USER expressly and unequivocally authorises and agrees to the OWNER's use, if appropriate, of cookies, when the website is accessed and/or used by the USER. These cookies may be refused voluntarily by the USER. The use of cookies by the OWNER will be generated at random, with no association process between the USER and/or the method of access and the personal details of the USER. The voluntary refusal of the cookies will in no way affect the possibility of the USER's access or use of the content. For more information see the [COOKIE POLICY](#)

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7.2.- LINKS. Anybody who wishes to establish a link or hyperlink between a web page and this website must obtain prior permission from the OWNER. Once such permission is granted (which may be unilaterally revoked at any time), the link must be set up in accordance with the following requirements: a) the link established can in no case suppose any reproduction of the website, but may only serve to allow access to the website. Access to the website via a link can only be achieved from the homepage of the website, and in no case from any other page on the site; b) no frame or border environment will be created around the website; c) no false, imprecise or incorrect indications or statements may be made about the website; d) it will not be declared or given to understand that the OWNER of the website recommends, guarantees, supervises or is in any way responsible for the content or services available on the web pages on which the link is set up. The OWNER is therefore in no way liable for anything that may result from the web pages (its owners, managers, etc), either from the link from the website to the homepage or from the services or content available on such web pages; e) in all cases, permission to set up a link will only be considered permission to set up a link in accordance with the stipulations in this notice, and under no circumstance, without permission, will the use or availability of intellectual or industrial property rights of the OWNER or of any third party on this website in which the link is set up be possible. In all cases, the web page on which the link is set up may not include any distinctive signs that may imply the existence of any relation or association (of which none exists) between the services, products or content available on the web page and the services, product or content available on the website. Neither can it be implied that any association (of which none exists) exist between the physical, legal body or entity that manages or owns the web page and the OWNER or the third party providers of content and/or information included in the website; f) while the link is set up, the web page on which the link is set up may not offer or have available any service or content that is illegal, fraudulent, or in breach of current general conditions, good faith, good custom or the rights of third party providers of web content or the OWNER.

## 8.- PERSONAL DATA PROTECTION

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REGISTERING AS A USER. The website includes certain services for which it is necessary to be registered as a user to access. Any details provided via the forms required for this action and/or services are given voluntarily, and must therefore be correct. The USER is bound after registering to use their username and password responsibly and not divulge such information to any third party. In the case of loss, theft or any other risk of access to the data by a third party, the USER is obliged to inform EUROMURSOFA,S.L. at the earliest opportunity.

Registering as a user on the website implies the USER's consent to the use of the data provided, by the appropriate department of EUROMURSOFA,S.L..

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### 9.- PARTIAL INVALIDITY

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If any clause of this legal notice regarding the website is declared totally or partially invalid or ineffective, such invalidity or ineffectiveness will affect only that provision or part thereof, and the general stipulations will subsist in the rest of the conditions, and the relevant clause or part thereof will be considered to be emitted, unless it is essential to the general conditions and therefore affects the whole document.

### 10.- FAILURE TO COMPLY, APPLICABLE LAW AND JURISDICTION

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The OWNER reserves the right to exercise any and all action permitted by law to ensure liability resulting from the failure to comply with any of the stipulations of this legal notice by the USER. The service offered by the website and these clauses herein are governed by Spanish law. Insofar as the law permits, both parties, with express waiver of any other corresponding jurisdiction, agree to submit to the jurisdiction of the local Courts of the City of Murcia.

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