

## LEGAL WARNING OF THE LAW OF SERVICES OF THE SOCIETY OF INFORMATION AND ELECTRONIC MARKET

**1. IDENTIFICATION DATA:** Carrying out the informative duty of Article 10 of the Law 34/2002, July 11th, of Servicios de la Sociedad de la Información y del Comercio Electrónico (Law 34/2002 of services of the society of information and electronic trade), we show the following data: the company [www.lafabricadenikis.com](http://www.lafabricadenikis.com) is **LA FABRICA DE NIKIS, S.L.**, with CIF (Tax ID Number) B 94.099.306 and business address in Lugar Ardia 179 – NAVE E, 36.980, O Grove (Pontevedra), with contact e-mail: [distega@distega.com](mailto:distega@distega.com)

**2. USERS:** The Access and/or use of this webpage of **LA FABRICA DE NIKIS, S.L.** attributes the condition of USER, that accepts, from said access and/or use, the General Terms of Use here shown. Said conditions will be applied separately from the General Contractual Conditions that ought to be followed in your case.

**3. USE OF THE PORTAL:** [www.lafabricadenikis.com](http://www.lafabricadenikis.com) provides access to various information, services, programs or data (henceforth, “the content”) on the internet belonging to **LA FABRICA DE NIKIS, S.L.**, to which the user may have access granted. THE USER undertakes the responsibility of using said portal. Said responsibility extends to the register that may be necessary to access some specific services or contents.

In said register, the USER will be responsible of providing truthful and valid information. As a consequence of this register, the USER may be granted a password of which he will be responsible, committing himself to a confidential and fair use of said given password. The USER commits to an adequate use of the contents and services that **LA FABRICA DE NIKIS, S.L.**, offers through its webpage, compromising to not using them to illegal activities, contrary to public order, national defense or public health.

In any case, **LA FABRICA DE NIKIS, S.L.** holds the right to unilaterally modify, in any moment and without previous warning, the structure and design of the webpage: modifying or eliminating services or contents such as the access conditions and/or the use of the website.

In the same way, **LA FABRICA DE NIKIS, S.L.** holds the right to modify in any moment these present terms of use, and any other terms contained in the website [www.lafabricadenikis.com](http://www.lafabricadenikis.com)

### 4. PERSONAL DATA PROTECTION

Carrying out the established parameters in the General Regulations (EU) 2016/679 of Data Protection, and in the Organic Law 3/2018, of December 5, of Protection of Personal Data and Guarantee of Digital Rights, we communicate the user that the personal data that he voluntarily provides, to any of our information gathering sources, will be incorporated to the automatized data Treatment Activities of personal nature property of **LA FABRICA DE NIKIS, S.L.**, with the goal of being able to provide our services, and also to keep the user informed about matters related to the company’s activities and its services. The fields marked with “\*” are mandatory, therefore not filling them in will prevent the USER from enjoying some of the services and information provided in the web. The data in said fields will be treated confidentially as well.

**LA FABRICA DE NIKIS, S.L.** follows completely the present legislation in matter of data protection of personal nature and the confidentiality compromises characteristic of this activity.

**LA FABRICA DE NIKIS, S.L.** has adopted the necessary technical measures to maintain the required security levels, according to the nature of the personal data treated and the treatment circumstances, with the objective of avoiding, as much as possible and always according to the status of the techniques, its alteration, loss, treatment or unauthorised access. In order to carry out the before mentioned management, it may be needed to send the data to the organisms responsible for said treatment, associated companies and public administration (which may also verify the truthfulness of the data).

In the event that the USER provides personal data that refers to physical people other than himself, the USER must, before including them, inform of the content of this clause, according to what is established in the General Regulations (EU) 2016/679 of Data Protection, and in the Organic Law 3/2018, of December 5, of Protection of Personal Data and Guarantee of Digital Rights.

**LA FABRICA DE NIKIS, S.L.** as responsible of the Treatment Activities, guarantees the exercise of the rights of access, rectification, suppression, limitation, opposition and portability of the provided data, as disposed in the General Regulations (EU) 2016/679 of Data Protection, and in the Organic Law 3/2018, of December 5, of Protection of Personal Data and Guarantee of Digital Rights, the USER may also exert those rights at any moment, by sending a written document to the business address, adding a copy of his ID or Passport.

**LA FABRICA DE NIKIS, S.L.** guarantees that all commercial communication that it sends to its clients obeys the present regulations.

Because of that, following the Law 34/2002 of services of society and information and electronic trade and the Law 9/2014 of general telecom, the user is informed that **LA FABRICA DE NIKIS, S.L.**, may send by electronic means information about products and services of interest to which you present your consent.

You may at any moment revoke this authorization in this email address [distega@distega.com](mailto:distega@distega.com)

**5. COOKIES USE:** The user is now warned that this website employs cookies. Cookies are small text files that are installed in the browser of the USER's computer in order to register its activity, sending an anonymous identification that is stored in that computer, with the objective of allowing easier browsing, by, for example, providing access to the USERS that have previously registered and the access to areas, services, promotions or contests that are exclusive to them without having to register every time they try to get in. Cookies can also be used to measure audience, traffic and browsing parameters, session duration, and/or controlling the progress and amount of visits. **LA FABRICA DE NIKIS, S.L.** will try to establish adequate mechanisms at all times to obtain the USER's consent to install the cookies that may need installing. Despite this, law must be taken into account, and according to it, it shall be understood that (I) the USER has given his consent if he modifies the configuration of the browser in a way that it disables the restrictions that prevent the use of cookies and (II) said consent won't be necessary for the installation of those cookies that are strictly necessary for providing services that are expressly requested by the USER (by previously registering).

It may occur that some cookies used in this web site are not directly related to **LA FABRICA DE NIKIS, S.L.** This is because some pages of the website have inserted content from third-party websites (such as a YouTube video).

Because the aforementioned content comes from another website, **LA FABRICA DE NIKIS, S.L.** doesn't control the configuration of said cookies. If you want to change your cookie configuration settings, you will have to check with those third party websites to obtain such information.

**6. INTELLECTUAL AND INDUSTRIAL PROPERTY: LA FABRICA DE NIKIS, S.L.** by itself or as assignee, is owner of all the rights over industrial and intellectual properties of his webpage, and also the elements contained in it (such as, but not limited to, images, sound, video, software or texts; brands or brand logos, colour combinations, structure and design), strictly prohibiting its reproduction, distribution and public communication, including the category of disposing the totality or part of the content and by any technical means, without the authorization of **LA FABRICA DE NIKIS, S.L.**

The USER commits to respect the rights of Intellectual and Industrial Property of **LA FABRICA DE NIKIS, S.L.**. The USER must restrain from suppressing, changing, eluding or manipulating any protection device or security system that may be installed in the website.

**7. EXCLUSION OF GUARANTY AND LIABILITY: LA FABRICA DE NIKIS, S.L.** will not be responsible, in any case, of the costs and damages of any nature that may cause, such as, but not limited to: errors or omission of contents, lack of availability of the website or transmission or viruses or malware, despite having adopted the necessary technological means to avoid such.

Deficits of service in communication networks, problems resulting of malfunctioning or use of non optimized versions of any browser, possible security errors that could occur or any damage that those deal to the USER's computer systems, or to the files or documents stored in it, as a consequence of the presence of a virus or malware in the USER's computer used for the connection to the contents and services of the website, telephone line failures, interferences, omission or disconnections in the operative functioning of the electronic systems motivated by causes external to **LA FABRICA DE NIKIS, S.L.**; of the knowledge that any unauthorized third party may possess about the type, conditions, characteristics and access circumstances or use that the USERS may employ of the website and of its information and services. Of the negligent, illegitimate or illegal, fraudulent, contrary to the present General Terms, to good faith, to the general accepted uses or public order, of the website, its services or contents, on behalf of the USERS.

**8. MODIFICATIONS: LA FABRICA DE NIKIS, S.L.** holds the right to perform, without prior notice, any modifications that it may consider convenient in the website, being able to change, suppress or add either contents or services (or both) that are being given through it, or change the way those appear presented or localized in its portal.

**9. LINKS:** In the event that in [www.lafabricadenikis.com](http://www.lafabricadenikis.com) links or hyperlinks were displayed directing to other internet sites, **LA FABRICA DE NIKIS, S.L.** won't exert any kind of control over said external sites or its contents. **LA FABRICA DE NIKIS, S.L.** won't, under any circumstance, assume responsibility of any kind over the contents of any link belonging to an external site, and neither will it guarantee the technical availability, quality, reliability, accuracy, range, truthfulness, validity and constitutionality of any material or information contained in any of said hyperlinks or other internet sites. In the same way, the presence of these external

connections won't imply any kind of association, fusion or participation with the linked entities.

**10. RIGHT OF EXCLUSION: LA FABRICA DE NIKIS, S.L.** holds the right to block the access of a USER if any hint of fraudulent use of the provided services appears, without the need of prior notification, by own or external motives, to the USERS that don't follow the present Terms of Use.

**11. GENERALITIES: LA FABRICA DE NIKIS, S.L.** will pursue the unfulfilling of the present Terms of Use as well as any wrongful use of its portal by exerting all the criminal and civil measures that rightfully corresponds to it by right.

**12. MODIFICATION OF THE PRESENT TERMS AND DURATION: LA FABRICA DE NIKIS, S.L.** can and may modify at any moment the hereby shown and determined conditions, publicly showing them in the same way they are shown here. The validity of the cited conditions will remain accordingly to its exposition and will be valid until others that will be made public too modify them.

**13. APPLICABLE LEGISLATION AND JURISDICTION:** The relationship between **LA FABRICA DE NIKIS, S.L.** and the USER will be regulated by current Spanish legislation and any controversy will be taken to the Courts and Tribunals of Cambados.