

LEGAL NOTICE

In compliance with Law 34/2002, of July 11, 2002, on Information Society Services and Electronic Commerce (hereinafter, LSSI), we inform you that **VARMA S.L.** (hereinafter, VARMA) is the owner of the website www.macaronesiangin.com (hereinafter, the Web or the Website).

General Information and Holder Data

The present Conditions regulate the permitted use of the VARMA Website, whose contact details are as follows:

Name: VARMA, S.L.

Address: Calle de la Granja, 15 - POL. INDUSTRIAL DE ALCOBENDAS, Alcobendas, 28108,

TAX ID: B28200384

Mail: info.rgpd@varma.com

Purpose of the website and general conditions of use

VARMA makes this Web site available to Internet Users in order to promote accessibility and direct contact with all interested parties. The use of the Web site by a third party confers the condition of User. In this sense, any individual who accesses, navigates, participates or uses the services and activities, free or onerous, that are developed on the Web site will be considered a User. The access and navigation to the information related to any of the products and services found in the Web site gives rise to the full acceptance of the Conditions established in this Legal Notice.

The User is responsible for the accuracy, verification and updating of the contents, opinions and data provided, exempting in any case VARMA from any kind of

VARMA reserves the right to remove any elements provided to the User that may, in its opinion, infringe any of the legal provisions, regulations or third party rights.

If the User becomes aware of the existence of any content error or technical failure, he/she must immediately notify VARMA so that it can take all those measures it deems necessary to correct such errors.

Modification power

VARMA reserves the right to modify these Terms and Conditions at any time and without prior notice, publishing such changes on the Website, and Users shall be subject to such modifications. By using the Website, Users accept these terms and conditions and agree to comply with them. Therefore, the User is recommended to periodically read the terms set forth in this Legal Notice, as well as in the Privacy Policy and Cookies Policy. In the event that the User does not agree with any of the legal texts published on the Web, he/she is recommended to cease browsing it.

Intellectual and Industrial Property

The User acknowledges and agrees that all content displayed on the Platform are subject to Intellectual Property Rights, being protected their rights as owner or legitimate licensor, on their own behalf or companies, both by the Community regulations of the European Union and International Law and Spanish law, without it can be understood transferred to the User any of the rights of exploitation thereof beyond those strictly necessary for the proper use of the Web.

The use of the website does not imply any waiver, transfer, license or assignment of such rights. All intellectual and industrial property rights are reserved, and it is forbidden to modify, copy, reuse, exploit, reproduce, transform, publicly communicate, VARMA, or where appropriate, of the holder of the corresponding rights.

The establishment of a hyperlink does not imply in any case the existence of a relationship between VARMA and the owner of the Web site in which it is established, nor the acceptance and approval by VARMA of its contents or services.

The distribution, modification, transfer or public communication of the contents and any other act that has not been expressly authorized by the holder of the exploitation rights are prohibited.

VARMA will not assume any responsibility derived from the use by third parties of the content of the Web site, and will be able to exercise all the civil or penal actions that correspond to it in case of infringement of these rights by the User. The unauthorized use of the information contained in the Web, its resale, as well as the infringement of the intellectual or industrial property rights of VARMA will give rise to legally established responsibilities.

Confidentiality

Any information sent to VARMA, whatever its format and support, will be treated with absolute confidentiality and reserve, as long as the information has such character.

User obligations

The Web site and its services are free and open access. In general, the User agrees to comply with this Legal Notice and Conditions of Use, and, where appropriate, of the particular conditions that may apply, the User also agrees to comply with the special warnings and instructions contained therein or elsewhere on the website, and to act always in accordance with the law, to good customs and the requirements of good faith, using the diligence appropriate to the nature of the service, refraining from using the web site in any way that may impede, damage or deteriorate the normal operation of the same, the goods or rights of VARMA, collaborators, Users or, in general, any third party.

- In case of using forms, to provide truthful data.
- In the event that any User or third party considers that there are facts or circumstances that reveal the unlawful nature of the use of any content and / or the performance of any activity on the web pages included or accessible through the website, you must send a notification to VARMA duly identifying yourself, specifying the alleged infringements and expressly stating and under your responsibility that the information provided in the notification is accurate.
- Not to disseminate criminal, violent, pornographic, racist, xenophobic, offensive, terrorist apology or, in general, contrary to the law or public order.
- Perform due diligence within the website.
- Not to introduce into the network computer viruses to perform actions likely to alter, spoil, interrupt or generate errors or damage to electronic documents, data or physical or logical systems of VARMA or third parties; as well as hinder the access of other Users to the website and its services through the massive consumption of computer resources through which VARMA provides its service.
- Not to infringe the intellectual or industrial property rights, as well as to violate the confidentiality of VARMA's or third parties' information, and VARMA reserves the right to take any legal action that may correspond to it in defense of its legitimate intellectual or industrial property rights.
- Not to reproduce, copy, distribute, make available to, or any other form of public communication, transform or modify the contents unless authorized by the holder of the corresponding rights or it is legally permitted.
- Not to collect data for advertising purposes or to send advertising of any kind and communications for sales or other commercial purposes without prior request.

- VARMA or third parties for the information provided.

Exclusion of Warranties and Liability

Access to the Website may be occasionally suspended or restricted to allow for repairs, maintenance or the introduction of new facilities or services. VARMA will use reasonable efforts to limit the frequency and duration of such suspension or restriction.

The use of the website is done under the sole responsibility of the User. Thus, the Web does not guarantee continued access, nor the correct viewing, downloading or use of the elements and information found on the Web that may be prevented by factors or circumstances beyond its control.

The Web is not responsible for any damages that may arise from:

- Impossibility of access to the website or the lack of truthfulness, accuracy, completeness and/or timeliness of the contents, as well as the existence of vices and defects in the contents transmitted, disseminated or stored, which have been accessed through the website or the services offered.
- Inferences, omissions, interruptions, computer viruses, access errors, breakdowns and/or disconnections in the operation of this electronic system or in the sections and computer equipment of the Users, caused by reasons not attributable to the Web, which prevent or delay the provision of services or navigation through the system; the Web will carry out, provided that there are no causes that make it impossible or difficult to perform, all those efforts to correct errors, establish communication and update the contents.
- Delays or blockages in the use caused by deficiencies or overloading of the Internet or other electronic systems. The Web also undertakes to correct these errors as efficiently as possible, but is not responsible for any consequences or damages that may result from such delays or blockages.
- VARMA does not guarantee the absence of viruses or other elements in them that may cause alterations in the computer system (hardware and software).
- Of the information or contents integrated in spaces or web pages of third parties that are accessed through links to VARMA.
- The impossibility of providing the service or allowing access for reasons not attributable to VARMA; whether due to the user, third parties, or force majeure.

VARMA is responsible, solely and exclusively, to remove as quickly as possible, the contents that may generate the damages shown above, provided that these are

communicated by appropriate means. In particular, VARMA shall not be liable for damages that may arise from:

- Interferences, interruptions, failures, breakdowns, or any other anomaly in the operation of the electronic system, caused by any cause beyond VARMA's control.
- Illegitimate intrusions through the use of malicious programs of any kind, such as computer viruses or any other.
- Improper or inappropriate abuse of VARMA.
- Security or browsing errors caused by a malfunction of the browser, if it is up to date, or in case of outdated versions of the same.

Applicable Law and Jurisdiction

The terms and conditions governing this website and all relationships that may arise are safeguarded by Spanish jurisdiction. For any litigious matter derived from the existence, access, use or content of the Website, both the User and VARMA, expressly waiving any other jurisdiction that may correspond to them, will submit to the exclusive jurisdiction and competence of the Court and Tribunals that correspond in accordance with national regulations.