

# **LEGAL NOTICE**

In order to comply with article 10 of (LSSICE) Spanish Law 34/2002 on Services of the Information Society and Electronic Commerce, we inform users of our data:

HOLDER IDENTIFICATION: miniSHOWER.pro

Postal Address: J.A.C. / Apartado 2077 suc 2. / 08917 BADALONA / Spain

VAT ID: ES46312368M

Phone: +34-635 84 84 07

E-Mail: hello@minishower.pro

The website: www.minishower.pro is a website owned by J.A.C. with VAT ID:ES46312368M (hereinafter the Owner or

Provider) who has the exclusive right to exploit it.

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#### 1.- OBJECT

<u>www.minishower.pro</u> (hereinafter also the Owner or Provider) as responsible for the website, makes this document available to users, which regulates the use of the website <u>www.minishower.pro</u> with which we intend to comply with the obligations provided by the Spanish Law 34/2002, (LSSICE) of Services of the Information Society and Electronic Commerce, as well as informing all users of the website about the conditions of use of the website. Through the Web, users are given access and use of different services and content made available to them.

Any person who accesses this website assumes the role of user (hereinafter the User), and implies the total and unreserved acceptance of each and every one of the provisions included in this legal notice, as well as any other legal provisions that may be of application.

As users, you have to carefully read this Legal Notice on any of the occasions that you enter the web, as it may undergo modifications since the provider reserves the right to modify any type of information that may appear on the web, without it existing the obligation to pre-notify or inform users of these obligations, being sufficient the publication on the provider's website.

### 2. CONDITIONS OF ACCESS AND USE OF THE WEB.

## 2.1. Free access and use of the website.

The provision of services by the Owner is free for all Users. However, some of the services provided by the provider through the Web are subject to the payment of a price determined by the General Contract Conditions.

## 2.2. User register.

In general, the provision of the Services does not require the prior subscription or registration of the Users. Even so, the Provider conditions the use of some of the services to the prior completion of the corresponding User registration. This registration will be carried out in the manner expressly indicated in the service section itself.

## 2.3. Veracity of the information.

All the information provided by the User must be truthful. For these purposes, the User guarantees the authenticity of the data communicated through the forms for subscribing to the Services. It will be the responsibility of the User to keep all the information provided to the Provider permanently updated so that he responds, at all times, to his real

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situation. In any case, the User will be solely responsible for any false or inaccurate statements made and the damages caused to the Provider or to third parties.

#### 2.4. Minors.

To use the services, minors must always obtain the prior consent of their parents, tutors or legal representatives, who are ultimately responsible for all acts carried out by the minors in their charge. The responsibility for determining the specific content to which minors access corresponds to those minors, that is why if they access inappropriate content over the Internet, mechanisms will have to be established on their computers, in particular computer programs, filters and blocks, which they allow limiting the available content and, although they are not infallible, they are especially useful to control and restrict the materials that minors can access.

## 2.5. Obligation to make correct use of the Web.

The User agrees to use the Web in accordance with the Law and this Legal Notice, as well as morals and good manners. For this purpose, the User will refrain from using the page for illegal or prohibited purposes, harmful to the rights and interests of third parties, or that in any way may damage, disable, overload, deteriorate or prevent the normal use of computer equipment or documents, files and all kinds of content stored on any computer equipment of the Provider.

In particular, and by way of indication but not exhaustive, the User undertakes not to transmit, disseminate or make available to third parties information, data, content, messages, graphics, drawings, sound or image files, photographs, recordings, software and, in general, any kind of material that:

- (a) is contrary, despises or violates fundamental rights and public freedoms recognized constitutionally, in international treaties and other current regulations;
- (b) induces, incites or promotes criminal, degrading, defamatory, violent actions or, in general, contrary to the law, morality and public order;
- (c) induces, incites or promotes discriminatory actions, attitudes or thoughts based on sex, race, religion, beliefs, age or condition;
  - (d) is contrary to the right to honor, personal or family privacy or the image of people;
  - (e) in any way damages the credibility of the provider or third parties; and
  - (f) constitutes illegal, misleading or unfair advertising.

#### 3.- EXCLUSION OF GUARANTEES AND RESPONSIBILITY

The owner is exempt from any type of responsibility derived from the information published on our website, provided that this information has been manipulated or entered by a third party.

This website has been reviewed and tested so that it works correctly. In principle, correct operation can be guaranteed 365 days a year, 24 hours a day. However, the provider does not rule out the possibility that there are certain programming errors, or that causes of force majeure, natural disasters, strikes, or similar circumstances may occur that make access to the website impossible.

The owner does not grant any guarantee nor is it responsible, in any case, for damages of any kind that may arise from the lack of availability, maintenance and effective operation of the website or its services and contents; of the existence of viruses, malicious or harmful programs in the contents; of the illicit, negligent, fraudulent use or contrary to this Legal Notice and conditions of use; or the lack of legality, quality, reliability, usefulness and availability of the services provided by third parties available to users on the website.

The Provider is not liable under any circumstances for damages that may arise from the illegal or improper use of this website.

### 4.- COOKIES

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The Provider's website uses cookies (small information files that the server sends to the computer or device of the person accessing the website) to carry out certain functions that are considered essential for the proper functioning and display of the website. The cookies used are, in any case, temporary, with the sole purpose of making browsing more efficient.

In no case will cookies be used to capture personal information. For more information, see our Cookies Policy.

### 5.- LINKS

From the website it is possible that it is redirected to contents of third websites. Given that from the web we cannot always control the contents introduced by third parties, the Provider does not assume any type of responsibility with respect to these contents. In any case, the provider declares that it will proceed to the immediate withdrawal of any content that could contravene national or international legislation, morality or public order, proceeding to the immediate withdrawal of the redirection to these websites, informing the competent authorities the content in question.

The provider is not responsible for the information and content stored, by way of example but not limitation, in forums, chats, blog generators, comments, social networks or any other means that allows third parties to publish content independently of the website of the lender. However, and in compliance with the provisions of art. 11 and 16 of the LSSICE, the provider makes itself available to all users, authorities and security forces, and actively collaborating in the withdrawal or, when necessary, the blocking of all those contents that may affect or contravene the national or international legislation, third party rights or morality and public order. In the event that the user considers that there may be some content that could be susceptible to this classification, please notify the owner of the website immediately.

#### 6.- PERSONAL DATA PROTECTION

The Provider is firmly committed to complying with the regulations for the protection of personal data and guarantees full compliance with the obligations set forth, as well as the implementation of the security measures provided in the European Data Protection Regulation (RGPD) and the Law (LOPDgdd) Organic Data Protection and Guarantee of Digital Rights. For more information, see our Privacy Policy.

## 7.- SOCIAL MEDIA

We inform you that the Provider may be present on social networks. The treatment of the data that users include in them [becoming followers of the provider on social networks (and / or carrying out any link or connection action through them)] will be governed by this section, as well as by the conditions of use, privacy policies and regulations for access and use of the social networks in question and previously accepted by the user. The owner will treat your data in order to inform you of the activities, products or services of the provider through these social networks, as well as for any other purpose that the regulations of the Social Networks allow, but will not be responsible for their policies of Privacy.

The publication of content is prohibited:

- That they are allegedly illegal by national, community or international regulations or that they carry out activities that are allegedly illegal or contravene the principles of good faith.
- That violate the fundamental rights of people, lack of courtesy in the network, annoy or may generate negative opinions in our users or third parties and in general whatever the content that the provider considers inappropriate.
- And in general that contravene the principles of legality, honesty, responsibility, protection of human dignity, protection of minors, protection of public order, protection of privacy, consumer protection and intellectual and industrial property rights.

Likewise, the provider reserves the right to withdraw, without prior notice from the website or the corporate social network, those contents that are considered inappropriate.

#### 8. INTELLECTUAL AND INDUSTRIAL PROPERTY

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The website, including but not limited to the programming, editing, compilation and other elements necessary for its operation, the designs, logos, texts, photographs and / or graphics are the property of the provider or, if necessary, It has the license or express authorization from the authors. All the contents of the website are duly protected by intellectual and industrial property regulations.

Regardless of the purpose for which they were intended, the total or partial reproduction, use, distribution and public communication require prior written authorization from the provider. Any use not previously authorized by the provider will be considered a serious breach of the author's intellectual or industrial property rights.

The designs, logos, texts and / or graphics outside the provider and that may appear on the website, belong to their respective owners, who are themselves responsible for any possible controversy that may occur with respect to them. In any case, the provider has the express and prior authorization from them.

The provider recognizes in favor of their owners the corresponding industrial and intellectual property rights, not implying the mention or appearance on the website, of the existence of rights or any responsibility of the provider over them, nor endorsement, sponsorship or recommendation by part of it.

To make any type of observation regarding possible breaches of intellectual or industrial property rights, as well as any of the contents of the website, you can do so through the email mentioned above.

#### 9.- APPLICABLE LAW AND JURISDICTION

For the resolution of disputes or issues related to this website or the activities carried out in it, Spanish legislation will be applied, to which the parties expressly submit, being competent for the resolution of all derivative or related conflicts with its use the Courts and Tribunals of Barcelona.

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