

LEGAL NOTICE DATA PROTECTION

TERMS OF USE

The website (hereinafter the "Web Site") is owned by **TALLERES TRABINOX, S.L.** (In front, "**TALLERES TRABINOX, S.L.**"), established in **VACARISSES, RDA. SHIMIZU 4, NAVE 6, 08233 BARCELONA**, with VAT number **B62704663**.

TALLERES TRABINOX, S.L. welcomes you and invites you to carefully read the General Conditions of Use of this Web Site (hereinafter, the "Terms of Use") describing the terms and conditions that apply to navigate the Site, in accordance with the provisions of Spanish applicable regulations. Since **TALLERES TRABINOX, S.L.** could change in the future these Terms of Use, we recommend that you visit regularly to be informed of the changes. With the encouragement of the use of the Website meets the criteria of transparency, clarity and simplicity, **TALLERES TRABINOX, S.L.** informs the user that any suggestions, questions or queries about the Terms of Use will be received and resolved by contacting **TALLERES TRABINOX, S.L.** via phone +34 938281303 or email address: trabinox@e-alce.com.

1. Object

TALLERES TRABINOX, S.L. provides content and services that are available on the Website, subject to these Terms of Use and the policy on processing of personal data (hereinafter, the "Data Protection Policy"). Access to this Web Site or use in any form gives the status of "User" and implies the unreserved acceptance of each and every one of these General Conditions of Use, reserving **TALLERES TRABINOX, S.L.** the right to modify at any time. Consequently, it is the responsibility of any user, the perusal of the General Conditions of Use in force in each of the occasions when you access this Web site, so if it does not agree with any of those herein provided, you should refrain from using this website.

Also, be advised that sometimes they may lay down special conditions for use on the Web site content and / or specific services, the use of such content or services implies acceptance of the particular conditions specified therein.

2. Services

Through the Web site, **TALLERES TRABINOX, S.L.** It offers users the ability to access: (hereinafter the "Services").

3. Privacy and Data Processing

When for access to certain content or services is necessary to provide personal data, users must guarantee their truthfulness, accuracy, authenticity and validity. **TALLERES TRABINOX, S.L.** It will give these data the corresponding computerized treatment according to their nature or purpose, under the terms indicated in section Data Protection Policy.

4. Intellectual Property

You acknowledge and agree that all content displayed on the Website and in particular, designs, text, images, logos, icons, buttons, software, trade names, trademarks, or any other signs of industrial and / or business are subject to intellectual property rights and all trademarks, trade names or logos, all rights of intellectual property on the contents and / or any other inserted in the page elements, which are the exclusive property of **TALLERES TRABINOX, SL** and / or third parties, who have the exclusive right to use in trade. Therefore the User agrees not to reproduce, copy, distribute, make available or otherwise publicly communicate, transform or modify such content keeping intact **TALLERES TRABINOX, S.L.** any claim arising from breach of such obligations. In any case access to the Website imply any waiver, license or total or partial transfer of such rights, unless otherwise expressly stated. The General Conditions of Use of the Website do not give Users any other right of use, alteration, exploitation, reproduction, distribution or public communication of the Website and / or its Content other than expressly provided herein. Any other use or exploitation of any rights will be subject to the prior express authorization specifically granted for that purpose by **TALLERES TRABINOX, S.L.** or third owner of the rights.

The contents, texts, photographs, designs, logos, images, computer programs, source codes and, in general, any intellectual creation in this site as well as the site itself as a whole as a multimedia artistic work, are protected as rights copyright by legislation on intellectual property. **TALLERES TRABINOX, S.L.** It owns the elements of graphic design website, menus, navigation buttons, HTML code, text, images, textures, graphics and other content of the Website or in any case has the corresponding authorization for the use of such elements. The content provided on the Website may not be reproduced in whole or in part, or transmitted or recorded by any system of information retrieval, in any form or by any means, unless with the prior authorization, writing of that entity.

Also it is prohibited to remove, circumvent and / or manipulate the "copyright" as well as technical protection devices or any information mechanisms that might contain the contents. The user of this website undertakes to respect rights and to avoid any action that could damage, in any case reserving **TALLERES**

TRABINOX, S.L. exercise whatever means or legal actions in defense of their legitimate rights of intellectual property.

5. Obligations and Responsibilities Website User

The User agrees to:

- a)** Make a proper and lawful use of the Website as well as the contents and services in accordance with: (I) the law applicable at any time; (II) the General Conditions of Use of the Website; (III) the moral and generally accepted good customs and (IV) public order.
- b)** Provide all the mechanisms and technical requirements that are necessary to access the Web Site.
- c)** Provide accurate information to fill in their personal data forms contained on the Website and to keep them updated at all times so that it responds at all times to the actual situation of the user. The User shall be solely responsible for any false or inaccurate statements made and the damage caused to **TALLERES TRABINOX, S.L.** or others for the information provided.

Notwithstanding the provisions of the preceding paragraph, the User must also refrain from:

- a)** Make an unauthorized or fraudulent use of the Website and / or the contents with illegal purposes, prohibited in these Terms of Use, violate the rights and interests of others, or in any way damage, disable, overburden, impair or impede the normal use of services or documents, files and all sorts of content stored on any computer.
- b)** Access or attempt to access restricted areas of the Website, without fulfilling the conditions required for such access.
- c)** Causing damage to physical or logical systems of the Web Site, its suppliers or third parties.
- d)** Introducing or spreading computer viruses or any other physical or logical systems that are capable of causing damage to physical or logical **TALLERES TRABINOX, S.L.** systems, its suppliers or third parties.
- e)** Trying to access, use and / or manipulate data **TALLERES TRABINOX, S.L.**, third party suppliers and other users.
- f)** Reproducing or copying, distributing, allowing public access through any form of public communication, transform or modify the contents,

unless you have obtained the authorization of the corresponding rights or it is legally permitted.

g) Delete, hide or manipulate the notes on intellectual or industrial property and other data identifying the rights of **TALLERES TRABINOX, S.L.** or third parties included in the contents as well as technical protection devices or any information mechanisms that may be inserted in the contents.

h) Obtain or attempt to obtain the contents using means or procedures other than those, as appropriate, have been made available for this purpose or have been expressly stated in the web pages where the contents or, in general of those commonly used on the Internet for not involve a risk of damage or disable the website and / or content.

i) In particular, and merely indicative and not exhaustive, the User agrees not to transmit, distribute or make available to third parties information, data, content, messages, graphics, pictures, sound files and / or images, photographs, recordings, software and generally any kind of material that:

- Either way contrary to, disparages or undermines fundamental rights and public freedoms recognized in the Constitution, international treaties and the rest of the legislation.
- Induces, incites or promotes criminal, slanderous, defamatory, violent or, in general, contrary to law, morals, good manners generally accepted or public order.
- Induces, incites or promotes actions, attitudes or thoughts discrimination on grounds of sex, race, religion, creed, age or condition.
- Incorporate, make available or allow access to products, elements, messages and / or criminal, violent, offensive, harmful, degrading or, in general, contrary to law, morals and good customs generally accepted public order.
- Induces or could induce an unacceptable state of anxiety or fear.
- Induces or incites to engage in harmful to health and mental balance unsafe practices, or risk.
- It is protected by the legislation on intellectual protection belonging to TALLERES TRABINOX, S.L. or to any third party without having been authorized the use envisaged.
- Be contrary to honor, personal and family privacy or the image of people.
- Constitute any kind of advertising.
- Include any virus or program that prevents the normal functioning of the Website.
- If to access some of the services and / or contents of the Web Site, you provide a password, you are forced to use it diligently, always keeping a

secret. Consequently, it is responsible for its custody and confidentiality, agreeing not to transfer to third parties, temporarily or permanently, or to allow access to these services and / or content by outsiders. Similarly, it is obliged to notify TALLERES TRABINOX, S.L. any facts that may constitute an improper, as, without limitation, theft, loss or unauthorized access, in order to proceed to immediate cancellation using your password. Consequently, while not making the report above, TALLERES TRABINOX, S.L. shall be exempt from any liability that may arise from misuse of your password, remain its responsibility for any illegal use of the contents and / or services on the Website for any unauthorized third party. If you negligently or intentionally breach any of its obligations under these Terms of Use shall be liable for all damages that may arise from such failure to TALLERES TRABINOX, S.L. ..

6. Responsibilities

TALLERES TRABINOX, S.L. does not guarantee continued access or correct viewing, downloading or use of items and information contained on the pages **TALLERES TRABINOX, S.L.**, what can be prevented, hindered or interrupted by factors or circumstances that are beyond your control. **TALLERES TRABINOX, S.L.** is not responsible for decisions that could be taken as a result of access to content or information offered. **TALLERES TRABINOX, S.L.** it may interrupt the service or immediately terminate the relationship with the user if it detects a use of the Website or any of the services offered on it are contrary to these Terms of Use.

TALLERES TRABINOX, S.L. is not liable for damages, losses, claims or expenses arising from use of the Website.

Will only be responsible for removing as soon as possible, the contents that may cause such damage, provided this is notified. Especially not be liable for damages that may arise, among others:

- a)** Interference, interruptions, errors, omissions, telephone breakdowns, delays, blockages or disconnections in the operation of the electronic system caused by deficiencies, overloading and errors in the lines and telecommunications networks, or any other causes beyond the control of **TALLERES TRABINOX, S.L.**
- b)** Illegal using malign programs of any kind and through any media, such as computer viruses or any other interference.
- c)** Improper or inappropriate abuse of the Website.

d) Security or navigation errors caused by improper functioning of the browser or use of non-updated versions. **TALLERES TRABINOX, S.L.** administrators, the right to withhold all or part of, any content or information on the Website are reserved.

TALLERES TRABINOX, S.L. It excludes any liability for damages of any kind that may result from the misuse of services and unrestricted use by Web site users. Also, **TALLERES TRABINOX, S.L.** It is exonerated of any responsibility for the content and information that may be received as a result of data collection forms, the same being for the provision of services inquiries and questions only. On the other hand, in case of causing damages for unlawful or improper use of such services, the user may be claimed by **TALLERES TRABINOX, S.L.** of the damages caused. You will defend, indemnify and hold **TALLERES TRABINOX, S.L.** harmless against any damages arising from claims, actions or claims of third parties as a result of your access or use the Website. You also agree to indemnify **TALLERES TRABINOX, S.L.** against any damages arising from your use of "robots," "spiders," "crawlers" or similar tools used to gather or extract data or any other action on their part that imposes an unreasonable burden on the operation of the website.

7. Hyperlinks

The User agrees not to reproduce in any way, even through a hyperlink, the Web Site **TALLERES TRABINOX, S.L.** And none of its contents, unless expressly authorized in writing by **TALLERES TRABINOX, S.L.**

The Web Site **TALLERES TRABINOX, S.L.** It includes links to other websites operated by third parties in order to facilitate user access to information from business partners and / or sponsors. In accordance with this, **TALLERES TRABINOX, S.L.** is not responsible for the content of such websites, nor is in a position of guarantor and / or the party offering the services and / or information offered by third parties through third party links.

It grants the User a limited, revocable, and nonexclusive right to create links to the Web site home page exclusively for private and not commercial use. Web sites that include links to our Website (I) may not imply that **TALLERES TRABINOX, S.L.** recommends that website or its services or products; (II) may not misrepresent its relationship with **TALLERES TRABINOX, S.L.** or state that **TALLERES TRABINOX, S.L.** has authorized the link, or include trademarks, trade names, trade names, logos or other distinctive signs **TALLERES TRABINOX, S.L.** (III) may not contain content that may be considered distasteful, obscene, offensive, controversial, inciting violence or discrimination based on sex, race or religion, contrary to public policy or illegal (IV) may not link to any page of the website homepage; (V) must link to the home address of

the Web site, without allowing the website containing the link reproduce the Website as part of its website or within one of its "frames" or create a "browser" on any of website pages.

TALLERES TRABINOX, S.L. it may request, at any time, to remove any link to the Website, after which it should proceed immediately to its elimination.

TALLERES TRABINOX, S.L. You can't control the information, content, products or services provided by other websites that have established links to the Website.

Consequently, **TALLERES TRABINOX, S.L.** assumes no responsibility for any aspect.

8. Data protection

To use certain Services, Users must first provide certain personal data. To do this, **TALLERES TRABINOX, S.L.** will seek an automated personal data in compliance with Law 15/1999 of December 13th Protection of Personal Data and development RD 1720/2007.

To do this, the user can access the policy on the processing of personal data and the establishment of goals previously established as provided under the conditions defined in the Policy Data Protection presented Web Site.

9. Cookies

TALLERES TRABINOX, S.L. You reserve the right to use "cookie" technology on the Web site, to recognize as frequent users and customize how you use the Website by pre-selecting your language, or more desired or specific content. The "cookies" used by the Web Site, or third parties acting on their behalf, are only associated with an anonymous user and computer, and do not provide personal data of the user. Cookies are files sent to a browser by a Web server to register User navigation on the Web site when the user enables receipt. In turn you can delete the "cookies" for which you should consult the instructions for your browser.

Thanks to cookies, it may **TALLERES TRABINOX, S.L.** recognizes the computer browser used by the user in order to provide content and offer browsing preferences or advertising that you, demographic profiles of users and to measure visits and traffic parameters, monitor progress and number tickets.

10. Duration and Termination

The service of this website and other services are in principle indefinitely. However, **TALLERES TRABINOX, S.L.** You may terminate or suspend any of the portal services. When is it possible, **TALLERES TRABINOX, S.L.** announce the termination or suspension of the service given.

11. Representations and Warranties

In general, content and services offered on the Website are for informational purposes only. Therefore, the offer, **TALLERES TRABINOX, S.L.** no warranties or any statement regarding the content and services offered on the Website, including, without limitation, warranties of legality, reliability, usability, reliability, accuracy, or merchantability, except to the extent that by law can't be excluded such representations and warranties.

12. Force majeure

TALLERES TRABINOX, S.L. shall not be liable at all if unable to serve, whether it is due to prolonged power outages, telecommunication lines, social conflicts, strikes, rebellion, explosions, floods, acts and omissions of the Government, and in general all force majeure or unforeseeable circumstances.

13. Resolution of Disputes. Law and Jurisdiction

The General Conditions of Use as well as the use of the Website shall be governed by Spanish law. Any dispute will be resolved in the courts of VACARISSES. In the event that any provision of these Terms of Use unenforceable or invalid under applicable law or as a result of a judicial or administrative decision, such unenforceability or invalidity will not make these Terms of Use unenforceable or invalid as a whole. In such cases, **TALLERES TRABINOX, S.L.** it shall amend or replace such provision with one that is valid and enforceable and that, to the extent possible, get the goal and intention reflected in the original provision.