



PUERTO BANÚS
Marbella 1970

LEGAL NOTICE

1. WEBSITE OWNERSHIP

PUERTO JOSÉ BANÚS, S.A. a company registered in Spain (Registration in the Commercial Registry of Málaga under volume 5657, folio 223, sheet number MA 6264), with tax number A28183036 (hereinafter, the Entity) is the holder of this web page <http://www.puerto-banus.com/> (hereinafter, the Web Site). Its registered office address is Puerto José Banús, Muelle de Honor – Torre de Control 29660 Marbella -Málaga, España.

You may contact the Entity at the following contact details:

Phone: 952 909 800

Email: info@puertojosebanus.es

The domain name through which you have accessed to this website is held by the Entity. Such domain name shall not be used in connection with other contents, products and/or services not owned by the Entity nor in any way that may cause confusion among end users or discredit the Entity.

2. OBJECT

This Legal Notice contains all the terms and conditions which regulate the access, navigation and use of the Web Site and the provision and use of Web Site content. Notwithstanding anything herein, the foregoing is without prejudice to the fact that the Entity may establish specific case-by-case conditions which regulate the use, provision and/or contracting of products or services which are offered to Users through the Web Site.

Should the use, provision and/or contracting of products or services be offered through the Web Site, the mere fact of being used and/or requested by the User will imply, equally, the acceptance without reservation of the corresponding established specific conditions which will also form an integral part of this Legal Notice.

The Entity reserves the right to exclusively offer certain products or services to the registered Users, subject to the acceptance of the specific conditions that may apply.

The Entity reserves the right to modify, terminate, discontinue, suspend or interrupt, temporarily or permanently, at any time and without notice, the access to the products, services and/or contents of the Web Site, as well as to its configuration, without the User's right to claim nor request damages of any kind; specifically, the above may be carried out as a result of business decisions,



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maintenance and fixing operations, update, upgrade and/or adjusting processes to technical, operational and/or legal changes. Following such termination, the prohibitions, restrictions and limitations herein contained and/or contained in any applicable specific conditions will remain valid.

3. WEBSITE USE AND ACCESS

Committing any single act among the following will imply the acceptance without reservation of each and every one of the rules found in this Legal Notice and will be taken as consideration on the part of the User: accessing the Web Site, filling out forms through the Web Site, sending requests for information or complaints, contracting offers and, in general, all acts of a similar nature to those carried out when filling out forms and/or when contacting via email addresses published on the Web Site. You must therefore read and understand the content of this Legal Notice.

Unless otherwise stated, the access and use of the Web Site by Users is free. However, the Entity reserves the right, in its sole discretion, to request economic consideration for access and use of the products or services provided through the Web Site. Should this occur, the Entity will provide Users with the applicable particular conditions and the relevant notice, so that Users may be able to voluntarily terminate the access and/or use of such of those services that imply the payment of the said consideration. Once the applicable particular conditions come into force, the access and/or use of the products or services by the User will imply the User's acceptance, without reservation, of the respective particular conditions.

The use, provision and/or contracting of the products and services which may be offered by the Entity may be subject to the previous acceptance of formal requisites such as the filling out of corresponding forms, payment of costs and/or the previous acceptance of specific conditions which apply to the same.

If for the use, provision and/or contracting of a product or service offered through the Web Site, the User is obliged to register, he/she will be under an obligation to provide accurate information, guaranteeing the authenticity of all the data provided at the time of filling out the pre-established forms required to access the corresponding products or services. If, as a result of the User's registration, a password is issued, the User thereby is bound to use it diligently and to keep such password secret. Consequently, Users will be responsible for the adequate custody and confidentiality of all identifying data and/or passwords which are given to them by the Entity, and are bound to not allow or facilitate their use by third parties, be it temporarily or permanently, nor to provide access to others. The use and/or contracting of products or services by illegitimate third parties acquired due to a negligent use or misuse of a password given to a third party



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and/or the loss of the password by the User will be entirely the responsibility of the User.

Furthermore, it is the User's duty to immediately notify the Entity of any circumstances which may lead to the improper use of identifying data and/or passwords, such as theft, loss or non-authorized access, so that the Entity can proceed with immediate cancellation. Without limitation to any other provision hereof, for the duration of any such period during which any such circumstances are not communicated to the Entity, the Entity will be exempt from any responsibility which could derive from the improper use of the identifying data or use or misuse of passwords by third parties.

In any case, the access, navigation and use of the Web Site, and the use or contracting of the services or products offered through the Web Site, is the sole and exclusive responsibility of the User. The User is therefore bound to diligently and faithfully observe any additional instructions given by the Entity or by the Entity's authorized employees in relation to the Web Site's use and its contents.

The User is therefore bound to use the contents, products and services in a diligent, correct and lawful manner, complying with current legislation and, in particular, agrees to abstain from:

- (i) Using any of the same in any manner which is against the law or that offends reasonable standards of general public morality, ethics or public order, or which is in any way contrary to the instructions of the Entity.
- (ii) Using any of the same in a way which harms the legitimate rights of third parties
- (iii) Using contents and products and, in particular, information of any nature which is obtained through the Web Site or the services, for publicity purposes or any form of communication which has direct sales purposes or with any other commercial aim, or for non-solicited messages aimed at a group of people, independent of their finality, as well as abstaining from commercialising or circulating in any way any such information, unless previous and expressly authorised by the Entity.

4. RESPONSIBILITIES, WARRANTIES AND DISCLAIMERS

The Entity makes no representations and, to the fullest extent permitted by law, disclaims all warranties, whether express or implied, related to the merchantability, fitness for a particular purpose, non-infringement, accuracy, reliability, completeness or timeliness of the content, services, products, or other items contained within the Web Site, or the results obtained from accessing and using the Web Site and/or the content contained herein. The Web Site and any content, product and/or service contained therein is provided "as is". The User acknowledges and voluntarily agrees that the use of the information published



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and/or provided with regards to the Web Site products or services is carried out at his/her own risk.

In detail, to the maximum extent permitted by law, the Entity is not responsible and does not guarantee:

- (i) The continuity of the Web Site's contents and/or the unavailability or accessibility of the Web Site or its technical continuity.
- (ii) The existence of interruptions or errors in accessing the Web Site, as well as technical problems during connexion via the Internet.
- (iii) The lack of errors in its contents, services or products.
- (iv) The absence of viruses and/or other harmful elements in the Web Site or server which hosts it.
- (v) The lack of vulnerability of the Web Site and/or the impregnability of the security measures adopted by the same.
- (vi) The reliability and/or fitness for a particular purpose of the Web Site, the products or services provided and the information published with regards to the products or services.
- (vii) The lack of usability, profit or performance of the Web Site's contents or services.
- (viii) The loss or damages caused to any User or third party as a result of a person breaching the conditions, terms of use or instructions given by The Entity on the Web Site or through the infringement of the Web Site's security measures.
- (ix) Any other damages of any nature which may be caused by reasons pertaining to the Web Site not functioning or to the defective functioning of the Web Site or any other website or with regard to any links which fail.

5. PROHIBITIONS AND RESTRICTIONS

Any communication or transmission of contents to the Web Site which infringes the rights of third parties and/or the content of which is threatening, obscene, defamatory, pornographic, xenophobic, which undermines personal dignity or the rights of minors or which is contrary to current legislation, or any conduct of the User which incites or constitutes a criminal offence, is totally prohibited.

Equally, the inclusion and communication of contents by Users which i), are false or inaccurate and which may induce error or mislead other Users or the Entity's personnel, ii), which infringe the intellectual property rights of third parties, iii), which may undermine or harm the reputation or image of the Entity, iv), which may be considered as illegal, misleading or unfair advertising, or v), which contain viruses or any other electronic element which may harm or hinder the functioning of the Web Site, the internet, IT equipment belonging to the Entity or to third parties or access to the Web Site by other Users, is totally prohibited.



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If the User infringes the above prohibitions/restrictions, or the Entity has reasonable grounds to suspect that a User has infringed any of the same, the Entity reserves the right to suspend or terminate the User's account and to refuse any and all current or future use of the products, services and/or the Web Site (or any portion thereof).

6. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in and to all contents within the Web Site are reserved and, in particular, it is forbidden to modify, copy, reproduce, publicly communicate, transform or distribute in any way the totality or part of any contents included in the Web Site for public or commercial means unless with the prior, express and written authorisation of the Entity or, as the case may be, from the third party owner or rights holder of the same.

Access to and navigation through the Web Site will in no case be understood as a relinquishment, transmission, licence or total or partial transfer of any rights by the Entity howsoever, unless otherwise expressly stated within the particular conditions which regulates the use, provision and/or contracting of the products or services, if any, provided through the Web Site. Consequently, it is not permitted to delete, evade or manipulate any indicators of rights ownership (for example "copyright", "©", "trademark" or "TM" indicators) or other identifying data, whether in favour of the Entity or any other parties, and/or any technical protection mechanisms, fingerprints or whichever information or identification mechanisms may be contained in, or otherwise pertain to, any contents.

Any references to names and commercial or registered brands, logos or other distinctive marks, which are owned by the Entity or by others, implicitly forbid their use without the authorisation from the Entity or from the owner or the rights holder. At no time, unless otherwise expressly stated, shall access or use of the Web Site and/or its contents, give the User any right whatsoever to the brands, logos and/or distinctive signs included in the Web Site, each of which is protected by Law.

The non authorized use and exploitation of the Web Site contents, or any other conduct which may infringe any intellectual property rights, will lead to the legal responsibility as set out within the applicable regulation.

7. LINKS



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7.1 Links from the Web Site to other websites

The Entity may offer direct or indirect links to other Internet websites which are outside of the Web Site. The presence of these links in the Web Site have a purely informative purpose only and at no time constitute an invitation to contract the products and/or services offered on such websites. Furthermore, no such link implies the existence of a branch relationship with the entity owning the website to which the link is offered. In any such case, the Entity will not be responsible for establishing general conditions to be taken into account in the use, provision or contracting of or for any such services or products and, as such, the Entity may not be held responsible in any way in relation with any such products or services in any manner whatsoever.

The Entity does not have the knowledge, human resources or technical means to control or approve the information, contents, products or services provided by or through other websites to which it offers a link from the Web Site. Consequently, the Entity will not take any responsibility for any matters relating to such third party websites linked with the Web Site.

Notwithstanding the above, where the Entity becomes aware that the activity or the information which it links to is illegal and will lead to a crime or damage the rights or property of third parties, it will act with the necessary diligence to delete or cease from using the corresponding link at the earliest opportunity.

Equally, if Users become aware of the illegality of the activities carried out through any such third party websites, they will be under the obligation to communicate such matter to The Entity at the earliest reasonable opportunity such that the Entity may evaluate the same and act appropriately.

For the avoidance of doubt, should a “frame” is opened when accessing a certain web site, where the logo of the Entity is shown, it will not imply that the Entity is the owner of the referred web sites; the owner will be the entity/ie referred as such within the web site.

7.2 Links from other web pages to the Web Site

If any User, entity or webpage wishes to establish a link to the Web Site of any nature, they must comply with the following conditions:

- (i) Obtain previous, express and written authorisation from the Entity.
- (ii) The link will only be made to the Web Site’s homepage, unless otherwise stated or authorised.
- (iii) The link will need to be absolute and complete, i.e. it must lead the User through a click to the main page and must include the whole of that page. In no case, unless otherwise authorised by the Entity, will the webpage from



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which the link is made be able to i), reproduce in any way on the Web Site, ii), include the Web Site as part as its own website or as any frames from such website, or iii), be able to create a browser on any of the Web Site pages.

- (iv) On the website from which the link is established, unless with the Entity's express prior written approval, no declaration of any nature may be made to the effect that the Entity has authorised the link. If the entity providing the link from its webpage to the Web Site wishes to include on its own webpage any brand, denomination, commercial name, label, logo or any other sign which identifies the Entity and/or the Web Site, they must obtain previous, express and written authorisation from The Entity.
- (v) The Entity forbids the link to the Web Site from all those webpages which contain materials, information or contents which are illegal, degrading, obscene and in general, which infringe upon morality, public order, current legislation, generally accepted social rules or which harm the legitimate rights of third parties.

8. PRIVACY

When it is required the User's register or the collection of personal data (in order to access services, subscribe to newsletters, carry out any registration process or request information, among others), the User will be alerted as to the need to provide his/her personal data.

In any event, the collection and processing of personal data will be carried out in compliance with the requirements of the applicable data protection regulations as well as the [Privacy Policy](#) which forms an integral part of this Legal Notice.

9. DURATION AND MODIFICATION

The Entity reserves the right to modify this Legal Notice and the particular terms and conditions which may have been established for the use and/or contracting of the products and services provided through the Web Site, whenever it considers it appropriate and/or in order to adapt and comply with any changes in legislation and in technology. The updated texts will be valid and will take effect from their publication in the Web Site or, where appropriate, once notified to the Users in the terms provided in such notification.

The term of this Legal Notice coincides with the duration of its publication and exhibition in the Web Site, until such time as it is totally or partially modified. At such moment, the modified terms & conditions will become binding.

10. COMMUNICATIONS



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For any communication between the Entity and the User, the User must contact the Entity through the contact channels indicated above, preferably by electronic means. In any case, and unless the law expressly determines otherwise, communications from the Entity to the User will preferably be made electronically, using the contact information provided by the User. The User therefore expressly accepts the use of the email address provided as a valid means for the exchange of information between the Entity and the User.

11. MISCELLANEOUS

The headings of the different sections herein only have an informative nature and do not affect, qualify or modify the interpretation of this Legal Notice.

This Legal Notice, and any relationship arising out of its acceptance or related hereto, shall be governed exclusively by the laws of Spain.

The courts located in the city of Marbella shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Legal Notice and/or any relationship arising out of its acceptance.

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