

LEGAL NOTICE

1. PURPOSE AND SCOPE

We want your browsing experience through our website to be as safe, transparent and easy as possible. To comply with the provisions of Law 34/2002 on Information Society Services and Electronic Commerce, and other applicable regulations, we provide you with all the legal information relating to the use of our website in this Legal Notice.

Any person accessing this website, including the web pages that comprise it (hereinafter, the "**Website**") assumes the role of user or customer (hereinafter, "**User**" or "**Users**"), undertaking to strictly observe and comply with the provisions set forth herein, as well as any other legal provision that may be applicable.

If the User does not agree to the above terms, the User must not access, browse or use any page of the Website

By using the Website, the User acknowledges and accepts that the use of the contents and/or services offered by the owner of the Website shall be at the User's sole risk and/or responsibility.

2. COMPANY DETAILS

Owner: ACTIVIDADES DE OCIO Y EDUCACIÓN S.L.U. (hereinafter, "**EXPERIENTIA**").

Registered office: Calle Albasanz 46, 28933, Madrid.

VAT N°: B-82271388

E-mail: dpo@experiengroup.com

Registry details: Madrid Companies Register, page M-231181, volume 14.077, sheet 9, 1st registration

3. SERVICES AND CONTENTS OF THE WEBSITE

The Website includes information addressed to the public about the services offered by EXPERIENTIA.

EXPERIENTIA reserves the right to make, at any time and without prior notice, any change or update of the contents, of this Legal Notice and, in general, of all the elements included in the design and configuration of its Website.

Any change in content of this Legal Notice will be published on the Website, indicating the date of the last update at the bottom of the document. If the User continues to make use of the services provided on the Website, once the Legal Notice is modified, it will be understood that the User accepts said changes.

4. INTELLECTUAL PROPERTY RIGHTS

EXPERIENTIA is the owner or, as the case may be, has the relevant licences for the exploitation rights of the intellectual property of the Website, as well as the intellectual property rights over its information, materials and contents, including, among others, source code, designs, browsing structure, images, graphics, music, sound, photographs, videos and texts written in any language, including also programming codes.

Under no circumstances shall it be understood that the access, browsing and use of the Website by the User implies a waiver, transfer, licence or total or partial assignment of any intellectual property right on the part of EXPERIENTIA.

No content of the Website may be modified, copied, distributed, framed, reproduced, republished, downloaded, extracted, displayed, published, transferred or sold in any way or by any means, in whole or in part, without the prior written consent of EXPERIENTIA. Any other use of the contents of the Website is also strictly forbidden, with the sole exception of strictly domestic use.

It is expressly forbidden to use, without prior consent, any element of the Website that is subject to protection in accordance with the current legislation on intellectual or industrial property. Specifically, it is forbidden the use of trademarks, trade names, shop signs, works, designations, logos, slogans or any type of distinctive sign belonging to EXPERIENTIA, as well as any content of this Website.

Non-authorised use of the information contained on the Website, as well as any kind of damage to the intellectual or industrial property rights of EXPERIENTIA, will give rise to the legally established liabilities.

5. LINKS TO THE WEBSITE

EXPERIENTIA does not authorise the creation of links to this Website from other webpages containing materials, information or contents which are illicit, illegal, degrading, obscene and, in general, which contravene the law, morality or public order, or generally accepted social norms.

EXPERIENTIA has neither the power nor the human or technical means to know, control or approve all the information, contents, products or services provided by other websites linked to the Website.

EXPERIENTIA does not assume any kind of responsibility for any aspect related to the webpages that establish a link to this Website; specifically, by way of example and without limitation, for their operation, access, data, information, files, quality and reliability of their products and services, their own links and/or any of their contents, in general.

In any case, EXPERIENTIA reserves the right to prohibit links to the Website and to demand their removal when they do not comply with the conditions set out in this section.

6. TERMS AND CONDITIONS OF THE WEBSITE

The User undertakes to make proper use of the Website in accordance with the Law and these terms and conditions. The User shall be liable to EXPERIENTIA or to third parties for any damages that may be caused due to the non-fulfilment of this obligation.

Access to or use of the Website for illegal or unauthorised purposes, with or without economic purpose, is not permitted and, therefore, its consequences shall be the sole responsibility of the User. More specifically, by way of example, without limitation, Users may not:

- i. use the Website in any way that may cause damage, interruptions, inefficiencies or defects in its functionality or in the computer of a third party;
- ii. use the Website for the transmission, installation or publication of any viruses, malicious code or other harmful programs or files;

- iii. use the Website to collect personal data from other users;
- iv. register or communicate with EXPERIENTIA through the Website under a false identity, providing false details or information, impersonating third parties or carrying out any other action that may mislead other users as to the identity of the origin of a message;
- v. gain unauthorised access to any section of the Website, to other systems or networks connected to it, to any server of EXPERIENTIA or to the services offered through the Website, through hacking or forgery, password extraction or any other illegitimate means;
- vi. breach, or attempt to breach, the security or authentication measures of the Website or any network connected to the Website, or the security or protection measures inherent in the content offered on the Website.

Non-fulfilment by the User of any of these terms of use may lead EXPERIENTIA to take the appropriate measures in accordance with the Law and in the exercise of its rights and obligations.

EXPERIENTIA may prevent access to the Website or the possibility to participate in the spaces provided therein to those Users who do not comply with these terms and conditions, without the possibility of any compensation for the damages caused.

Likewise, the Website has links to EXPERIENTIA's social network profiles, where Users can post comments and contents. EXPERIENTIA cannot control the use that other people will make of these contents and, therefore, is not responsible for it.

Please note that EXPERIENTIA does not control in advance the content published by users on the Website or on their profiles on social networks and, therefore, does not assume any responsibility for these contents.

However, EXPERIENTIA reserves the right to supervise and/or moderate any content published by users and, in case any of them violates the provisions of this Legal Notice or the Privacy Policy, to delete it, totally or partially.

In particular, it is strictly forbidden to publish content

- i. that may be considered as a violation in any way of the fundamental rights to honour, to personal and family privacy or to one's own image of third parties and, in particular, of minors, or of any other fundamental rights and freedoms;
- ii. including or linking to photographs that collect images or personal data of third parties without having obtained the appropriate consent of the owners;
- iii. infringing the secrecy of communications or infringing intellectual or industrial property rights or the rules governing the protection of personal data;
- iv. containing any material or information that is unlawful, racist, obscene, pornographic, abusive, defamatory, misleading, fraudulent or otherwise contrary to morality or public order;
- v. containing "spam" and/or links to sites unrelated to the space concerned;
- vi. including advertising or commercial communications, for the broadcasting of messages for advertising purposes or for the collection of data for the same purpose, and especially any type of information, element or content that constitutes unlawful or unfair advertising.

Non-fulfilment by the User of any of these terms and conditions may lead EXPERIENTIA to

take the appropriate measures in accordance with the Law and in the exercise of its rights and obligations.

EXPERIENTIA may prevent access to the Website, cancel profiles or prevent the possibility to participate in the spaces provided on the Website to those users or members who contravene these terms and conditions, without the possibility of any compensation for the damages caused.

7. RESPONSIBILITIES AND GUARANTEES

EXPERIENTIA cannot guarantee the reliability, usefulness, topicality or veracity of absolutely all the information and/or services on the Website.

Consequently, EXPERIENTIA does not guarantee and is not responsible for: (i) the veracity and continuity of the contents of the Website; (ii) the absence of errors in such contents; (iii) the absence of virus and/or other harmful components in the Website or in the server that supplies it; (iv) the damages produced in the computer equipment of the Users or third parties during the provision of the service of the Website; (v) the invulnerability of the Website and/or the impossibility to breach the security measures adopted in it; (vi) the lack of utility or performance of the contents of the Website; (vii) damages or prejudices of any kind caused to the User as a result of failures or disconnections in the telecommunication networks that cause the suspension, cancellation or interruption of the service during the provision of the service or previously; and (viii) damages or prejudices caused, to themselves or to a third party, by any person who infringes the terms and conditions, rules and instructions established by EXPERIENTIA in relation to the Website or through the violation of its security systems.

Nevertheless, EXPERIENTIA states that it has taken all the necessary measures, within its possibilities and the state of the art, to guarantee the functioning of the Website and to reduce to a minimum the system errors, both from a technical point of view and from the point of view of the contents published on the Website.

If Users become aware of the publication of any inaccurate, out-of-date or false information or of the existence of any illicit or illegal content, contrary to the Law or which could imply an infringement of intellectual or industrial property rights, of the regulations applicable to the protection of personal data and/or of any other right, they shall immediately notify EXPERIENTIA for it to adopt other appropriate measures.

8. PRIVACY AND COOKIES POLICY

Whenever Users provide personal data through the forms on the Website, they shall be solely responsible for the truthfulness and accuracy of such data, so that they must inform MKTGSPAIN of any update of such data as soon as possible. In any case, the User will be solely responsible for any false or inaccurate statements made and for any damages caused to MKTGSPAIN or third parties as a result of the information provided. Visit Privacy Policy for more information.

In addition, certain features of the Website depend on the use of Cookies. Please visit Cookie Policy for more information.

9. SEVERABILITY

If any clause included in this Legal Notice is declared fully or partially null and void or unenforceable, such nullity or unenforceability will only affect said provision or the part of it that is null or unenforceable, and this Legal Notice will remain in force in all other respects, and said provision will be considered fully or partially excluded.

10. GOVERNING LAW AND JURISDICTION

The provisions of this Legal Notice are governed by Spanish law. The parties expressly agree to submit any disputes to the courts and tribunals of the consumer's place of residence for their resolution, waiving any other jurisdiction that may apply to them.

If you wish to file a complaint about the use of our services, you can contact us by mail at the e-mail or postal address indicated at the beginning of this page. EXPERIENTIA undertakes to seek at all times an amicable solution in case of conflict.

Updated on 23 September 2024

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