

LEGAL NOTICE

1.1. Identification data

Pursuant to Article 10 of the E-commerce and Information Society Services Act 34/2002, of 11 July, we hereby provide below the required data on the owner of the www.bilbaoria2000.org website (hereinafter, the "Website") and service provider:

- Name or corporate name: BILBAO RIA 2000, S.A.
- Identification number or tax number: A48530356
- Place of residence or registered office: Calle José M^a Olabarri, 4, planta C, 48001, Bilbao.
- E-mail address: br2000@bilbaoria2000.com
- Contact telephone: 94 661 35 00
- Details of its registration in the Trade Registry: Bilbao Trade Registry, Volume BI-468, Folio 112, Page number BI-3630, 1st entry

1.2. General terms and conditions of use

These general terms and conditions of use and browsing (hereinafter the "Terms and Conditions") seek to regulate the relationship between the Website owner, as the service provider, and the users that access, browse and use the service offered (hereinafter, referred to individually as the "User" or collectively as the "Users").

The Website provides Users with general information on the Website owner, on its services and activities (hereinafter, the "Content"), all of which is in accordance with these Terms and Conditions. As it is a professional site, its content is not intended for Users who are minors.

If you as the user continue browsing and using the services that we offer through our Website, you expressly accept these Terms and Conditions of Use.

The Website owner reserves the right to amend these Terms and Conditions at any time and at its sole discretion and we therefore advise Users to check them frequently.

1.3. Industrial and intellectual property

1.3.1. Legal protection of the content

The Website owner likewise owns the industrial and intellectual exploitation rights of the Website, including all its Content and elements (including but not limited to, texts, images, audio and videos) available from the Website, along with those that it has hosted on third-party sites, either because they are its property or because it has obtained the relevant rights for their use. The owner has likewise obtained the appropriate authorisations relating to images rights of the people who appear on its Website.

The Content may not be totally or partially reproduced, copied or distributed, without the express authorisation of the owner. Under no circumstance shall access and browsing by the User be taken to imply any kind of waiver, transmission, licence or total or partial assignment of those rights by the Website owner. It is also forbidden to amend, copy, reuse, exploit, reproduce, publicly disclose, transmit, use, process or distribute in any way, either fully or partly, of the content and elements of the Website for public or commercial purposes without the express authorisation in writing of the website owner.

Therefore, in accordance with the above paragraph, the User may, in addition to viewing the Content and elements of the Website, make prints, copies or download them, provided that those actions are exclusively for their private and personal use.

The use of the contact details of the owner (postal address, telephone number, email address) may likewise not be used to send out any type of commercial communication, unless the authorisations required by the applicable legislation have been obtained beforehand.

1.3.2. Brands and associated logos

The brands included in the Website belong to its owner or to third parties, with the authorisation of the latter for their use on the Website.

Anyone browsing the Website is forbidden from using those brands, logos and distinctive signs without the authorisation of the owner or licence to use them.

1.4. Liabilities

1.4.1. Suspension of the Website

The operating of the Website is based on service provider servers, connected by means of public and private communication infrastructures.

The Website owner shall do its utmost to guarantee it functions correctly. However, it cannot guarantee a lack of interruptions for technical reasons in order to perform repairs and/or maintenance work or lack of cover or failures in the equipment and/or networks needed for data transmission, which are outside its control.

Thus, access to the Website may be suspended for reasons of force majeure (unforeseeable causes or which, planned or foreseeable, are inevitable) such as but not limited to those listed below:

- a. Failures in the telephone or main electricity supply
- b. Virus attacks on the servers that support the Website
- c. User errors when accessing the Website
- d. Fires, floods, earthquakes or other natural events
- e. Strikes or labour disputes
- f. Armed conflicts or other force majeure situations.

The Website owner shall be held harmless from any type of liability if any of the circumstances indicated in this clause occur.

1.4.2. Liability of the user

You as the User shall use the Website at your own risk. By accessing it, you undertake to use it in accordance with what is established in the applicable legislation and ethical codes, along with the terms and conditions contained herein.

Breach of any of the provisions included in these Terms and Conditions or in the legislation which they come under, shall result in you as the User being liable to the Website owner and/or to third-parties for any damage or loss that may be caused as the result of that breach, regardless of whether that results in an offence, an administrative offence, a misdemeanour or a crime and shall entitle the Website owner, as applicable, to seek your relevant civil, administrative, labour or criminal liability.

1.4.3. Liability of the owner

The Website owner shall not be held liable for any damage caused to the User or third parties as the result of a breach attributable of the User or of alterations in the equipment of the User.

Furthermore, the owner does not assume any liability for unlawful interference by means of the use of computer viruses or any other irrespective of their source, the improper use of the Website by the User or security errors down to the incorrect functioning of the terminal equipment used by the User.

1.5. Obligations of the user

At no time may you as the User modify, alter or delete any data, information, content or element or content that are included in the Website.

You as the User shall use the services that we make available in a diligent, correct and lawful manner. Under no circumstances may you disseminate content or propaganda that is racist, pornographic, xenophobic or that, in general, justifies illegal or violent acts or ones that are degrading to people and fundamental rights.

The User may not include software, viruses, malware or any other harmful agent for computer systems that may damage or alter the devices or terminals of the company or of the other Users.

You as the User shall be solely liable for any damage and losses that may occur as the result of your failing to comply with the conditions and obligations set out in these Terms and Conditions.

You as the User may not transmit, include or disseminate your own or third-party advertising through any means available on our Website, if you have not obtained the express authorisation of its owner.

1.6. Hyperlinks

References that may appear on the Website to other third-party websites shall be merely for information purposes. The Website owner does not develop or administer those sites or is the owner of the Internet addresses given except when that is expressly indicated. Therefore, the owner shall not be liable for the content that they incorporate, or for the damage or losses stemming from that access, or for those generated by the services that they supply.

The Website owner authorises the establishment of links and hyperlinks from other websites. However, any party that proposes establishing a link between its website and the Website shall do in accordance with the following conditions:

- a. The website where the link is established shall not contain illegal information or content, contrary to morality, to good conduct, to public order or to any third-party rights.
- b. It shall not be stated or implied that the Website owner has expressly authorised the link or that it has supervised beforehand, assumed or recommended in any way the services offered or made available on the website establishing the link to the Website. Anyone who browses on the Website should therefore be very cautious when assessing and using the information, content and services on the linked sites.
- c. The establishment of the link does not imply, under any circumstance, the existence of relationship between the Website owner and the Website owner in which the link is incorporated.

1.7. Personal data protection

The Website owner hereby undertakes to process the personal data of the User in accordance with what is established in the current legislation in that regard. Specifically, the owner undertakes to apply what is envisaged in the Spanish Personal Data Protection and Guarantee of Digital Rights Act 3/2018, of 5 December, and in the General Data Protection Regulation 679/2016 of 27 April 2016.

Further information in this regard can be found in our [Privacy Policy](#).

1.8. Applicable legislation

Those relations established between the User and the Website owner shall be governed by what is envisaged in current legislation in relation to the applicable law and competent jurisdiction, and the rules of Spanish legal system shall apply.

For those cases where the voluntary submission of disputes to a specific jurisdiction is possible, the Website owner and the User shall submit them to the Courts and Tribunals of the city of Bilbao, except when legally established to the contrary.