

DISCLAIMER

This website (hereinafter, the "Website") has been created by CONDESA TUBOS SL, B01256700 Ctra. Bergara by Urbina, km.14 01170 Legutio (ALAVA-SPAIN) (hereinafter, (the "Company") as a web portal with the purpose of offering users general access to information, activities and services of the organisation. Likewise, and in compliance with Article 10 of Law 34/2002, of July 11, on services of the Information Society and Electronic Commerce (LSSICE), the identifying data of Condesa Tubos SL are shown below:

- Company registered in Condesa Tubos SL
- CIF number: B01256700
- Registered office: Ctra. Bergara by Urbina, km.14 01170 Legutio
- Contact email: rgpd@grupo.condesa.com

Carefully read this Legal Notice and, if you are not in compliance with all or part of the conditions set out in this Legal Notice for the use of the Website, abandon it immediately and refrain from using it in the future.

It is an essential condition to access the Website and participate in the different sections of it that you previously accept this Legal Notice.

1. User Condition Username and Password

The use of the Website confers the status of Website User (hereinafter, the 'User') and implies acceptance of all the terms and conditions included in this Privacy section. The provision of the Website service has a limited duration for whenever the User is connected to the Website or any of the services provided via it.

Some Website services accessible to Internet users may be subject to particular conditions, regulations and instructions that, where appropriate, replace, complete and modify this Legal Notice, and that must be accepted by the User before the provision begins of the corresponding service.

The User who is provided with a username and password to access a certain section agrees to keep them and use them with due diligence. The use of the password is personal and non-transferable, the assignment, even temporary, to third parties is not allowed. Accordingly, the User must take the necessary measures for the custody of the chosen password, avoiding using it by third parties. Consequently, the User is solely responsible for the use of his/her password, with total indemnity for the Company.

If the User knows or suspects the use of his/her password by third parties, he/she must inform the Website of this circumstance as soon as possible.

2. Use of the Website

The User agrees to use this Website by the law, morals, generally accepted good customs, current public order and the provisions of this Legal Notice. In particular, the User undertakes to abstain from using it for illicit purposes, damaging the rights and interests of the Company, or third parties and also agrees not to use it in any way that may damage, disable, overburden or damage the Website or prevent its normal use.

The Company may deny or withdraw at any time and without prior notice, access to the Website to those Users who fail to comply with the provisions of this Legal Notice.

3. Waiver of Liability

3.1. Website

While the Company takes all reasonable efforts to ensure that the information available on the Website is up-to-date and that the Website is available at all times, it cannot ensure that such information will be up-to-date at all times and error-free, nor that its use is fast and uninterrupted. In particular, but without this list being exhaustive, the Company disclaims liability in the following cases:

- Technical failures that due to fortuitous causes or of another nature, prevent normal operation of the Website;
- Lack of availability of the Website for maintenance or other reasons, which prevents the availability of the service;
- Damages derived from computer viruses and similar or that are generated as a result of improper use of the Website;
- Third-party intrusion in the service. Taking into consideration the progress of the technique, third parties may enter the Website and cause disturbances. Without prejudice to the technical measures that may be adopted to reduce this type of risk, the Company assumes no responsibility whatsoever for the damages that may be caused to the User for this reason.

4. Updates

The Company may, at any time and without prior notice, modify the presentation and configuration of the Website, as well as this Legal Notice and the [Privacy Policy](#). These modifications will be published on the Website so that the User can know them before using it. Users must follow any instruction that the Company establishes through the Website or duly authorised personnel.

5. Indemnity

The User shall be liable for damages of any kind that the Company may suffer as a result of the User's failure to comply with any of the obligations outlined in this Legal Notice. Likewise, the User shall hold the Company harmless against any sanction, claim or demand that may be filed by a third party, including any public bodies, against the Company, attorneys or employees as a result of the violation of any rights of third parties or of any regulations applicable by said User through the use of the Website in a manner contrary to the provisions of this Legal Notice.

6. Industrial and Intellectual Property

The industrial and intellectual property rights over all the contents, distinctive signs, graphic design, as well as the structure, selection, arrangement and presentation of the information, the software, and, in general, any material used in the Website belong to the Company or, as the case may be, its licensors. The User acknowledges that access to the Website does not attribute to him/her concerning said industrial and intellectual property rights any other right other than that of their use under the conditions established in this Legal Notice.

Users may not reproduce, transform, modify, disassemble, reverse engineer, distribute, rent, lend, make available, or allow access to the public through any form of public communication of any of the elements referred to in the preceding paragraph , unless you have the prior written consent of the Company or the respective rights holders.

Likewise, the User agrees not to make commercial use, directly or indirectly, of the materials, elements and information obtained from the Website.

7. Links to Third-party Websites

The Website may contain links to other websites operated by third parties. The inclusion of such links does not imply that the Company recommends or approves their content. The Company assumes no responsibility for the services, data, files, products, materials and any existing content that appear on such sites or web pages accessible through links or is under any obligation to control such content. The Company is not liable, under any circumstance, of the legality of the contents of the said page(s), being the exclusive responsibility of the third party everything that concerns the content of that link, especially the respect to the law, moral, good customs and public order. The existence of links does not imply any relationship between the Company and the owner of the linked website.

8. Personal Data Protection

If the User communicates personal data to CONDESA, he/she must read and accept the [Privacy Policy](#) of personal data of the Website.

9. Applicable Legislation and Judicial Competence

Conflicts that may arise from the application of these rules will be governed by the laws of Spain and, likewise, will be submitted waiving their jurisdiction to the Courts of Vitoria-Gasteiz (ALAVA) and in the case of consumers to the Courts that by Law corresponds.