

## **LEGAL NOTICE**

The hereby terms and conditions are aimed to establish and regulate the rules of use of the website <http://www.nordotel.com> (hereinafter, the "Web").

The access and navigation in the website or the use of the services herein, implies the express and full acceptance of every General Conditions of use described in this Legal Notice, including the General and Particular Contracting Conditions as well as the Privacy Policy and Cookies, relating to the purposes of data processing you provide to us. Please, we recommend you to read them carefully.

### **1. OWNER**

In compliance with the Act 34/2002, from July 11, on Services of the Information Society and E-commerce, the identifying data of the owner of the Web Portal you are navigating in are the following:

NORDOTEL S.A.

CIF: A07411499

C/ Viejos Tendereteros s/n,, 35100, S. Bartolomé de Tirajana, Gran Canaria

### **2. INTELLECTUAL PROPERTY**

NORDOTEL S.A. is owner, has the corresponding licence over the rights to exploitation of intellectual and industrial ownership of the website.

All the contents of the website, including the graphic designs, source codes, logos, texts, graphics, illustrations, photographs and other elements that appear on the site, unless otherwise provided, are the ownership of NORDOTEL S.A..

At no time shall it be understood that access and surfing by the Consumer implies a renunciation, transmission, licence or total or partial transfer of these rights on behalf of NORDOTEL S.A., or any other right associated with the website and its services.

It is also forbidden to modify, copy, re-use, exploit, reproduce, publicly display, make second or subsequent publications, download files, send by post, transmit, use, deal or distribute, in any way all or part of the content and products included in the website for public or commercial purposes, without prior written consent from NORDOTEL S.A. or, if it were the case, from the owner of the corresponding rights.

Users acknowledge that the reproduction, distribution, marketing, transformation, and, in general, any other form of exploitation, through any procedure, of all or part of the contents of this Website is a breach of the Intellectual and/or Industrial Property of the holder of the web or their owner.

### **3. WEBSITE USAGE**

Users undertake to use the Website, its contents and services in accordance with the applicable law and the hereby legal notice.

In the same way, the User commits itself not to use the Web or the services that give through him with aims or for illicit purposes or contrary to the content expressed in this Legal Notice harmful to the interests or rights of third parties, or that in any way may harm, render useless or deteriorate the website and its services or prevent normal utilization or enjoyment of the same by other users.

Users also expressly undertake not to destroy, alter, render useless or, in any other way, harm the data, programs or electronic documents and other contents on this website.

Users undertake not to obstruct other users' access to the access service through the mass usage of I.T. resources through which the owner of the website provides the service, or to carry out actions that harm, interrupt or generate errors in said systems.

Users undertake not to introduce programs, viruses, macros, applets, ActiveX controls or any other kind of logical or sequential characters device that cause or may cause any kind of alteration to the I.T. systems of the owner of the website or third parties.

The User is responsible for password custody and confidentiality and any other identifiers and/or passwords provided by the website, and agree not to disclose them or permit their use to third parties, either permanently or temporarily nor to allow access to allow access to unrelated persons.

The User will be responsible for the unlawful use of the services of this Web Site by a third party through the negligent use or loss of the User's password.

Accordingly, the user must notify website managers immediately of any circumstance that may involve the improper use of identifiers and/or passwords, such as for example theft or loss or the unauthorized access, in order to proceed to its immediate cancellation.

Until this notification, NORDOTEL S.A. is exempt from any liability which may arise from the improper use of identifiers or passwords by an unauthorized third party.

#### **4. FUNCTIONING OF THE WEBSITE**

NORDOTEL S.A. excludes any liability that may arise from interferences, omissions, interruptions, computer viruses, telephone breakdowns or disconnections in the operation of the electronic system, due to causes beyond the control of the web owner.

Similarly, NORDOTEL S.A. excludes any liability that may arise from delays or blockages in the operation of this electronic system caused by deficiencies or overloading of the telephone lines or on the Internet, as well as harm caused by third parties through illegitimate interferences beyond the control of NORDOTEL S.A.. NORDOTEL S.A. is entitled to suspend temporarily, and without prior notice, the access to the Web for the purpose of maintenance, repairs or installation of upgrades

#### **5. LIABILITY REGIME**

NORDOTEL S.A. does not guarantee the legality, reliability, usefulness, truthfulness or accuracy of the information or services which are provided via the Website by third parties.

Users are solely liable for breaches they may incur or harm they may cause by misusing the Website, being NORDOTEL S.A., its partners, companies in the group, collaborators, employees and representatives, exempt from any kind of liability that may arise from Users' actions.

NORDOTEL S.A. will make all reasonable efforts and means to provide up-to-date and reliable information on the Website, however, the web owner does not guarantee there will be no errors, or possible inaccuracies and/or omissions in any of the contents accessible through this Website.

Users are solely liable for any claim or legal action, in or out of court, filed by third parties against the Web owner based on users' use of the Website. If appropriate, Users will assume any outgoings, costs and indemnities charged to NORDOTEL S.A. as a result of such claims or legal actions.

## **6. JURISDICTION AND GOVERNING LAW**

The hereby Legal Notice shall be governed and interpreted pursuant to Spanish legislation.

NORDOTEL S.A. and the User, expressly waiving any other legal right that might apply, will submit to the Courts and Tribunals of the city of Las Palmas de Gran Canaria, Las Palmas (Spain), unless applicable regulations prevents the parties submitting to a specific jurisdiction.