

## **1. Ownership of the website**

### **Company name**

MIGUEL TORRES, S.A. (hereinafter TORRES)

### **Physical address**

C/ Miquel Torres i Carbó, 6, 08720 Vilafranca del Penedès, Barcelona

### **Contact email**

[servicioalcliente@torres.es](mailto:servicioalcliente@torres.es)

### **Tax Code (CIF)**

A08933251

### **Register details**

Company Register of Barcelona, volume 5,882, section 2, folio 130, sheet B-828; 1st entry.

## **2. General Conditions of Use and Acceptance thereof**

The purpose of these general conditions of use for the website, together with any particular conditions that may be established, is to regulate and inform Users of the services provided by TORRES and to regulate use of the website.

Browsing and using the services of the website imply unqualified acceptance, as a User, of all the general conditions of use, of the general contractual conditions, if these exist, and any other conditions that may exist regarding the provision of TORRES services.

TORRES may, at any time and without prior notice, alter these general conditions and any particular conditions included by publishing the aforementioned modifications on the website so that they may be known beforehand by Users. Any change occurring to these will be communicated on the home page of the website for what is deemed a reasonable period of time.

### **General conditions of use of the website**

#### **Access to the website and passwords**

User data obtained by subscribing to this website are protected by passwords chosen by the Users themselves. Users undertake to keep their password secret and to protect it from unauthorised use by third parties. Should it be revealed to third parties, Users will be liable for any use made of the service by such third parties. In addition, TORRES must be immediately notified of any unauthorised use of their account or any breach of security related to the website service which Users become aware of.

There is no absolute security on the internet but TORRES adopts the necessary technical and organisational measures to guarantee the protection of personal data and prevent their alteration, loss, processing and/or unauthorised access, bearing in mind the state of technology, the nature of the data stored and the risks to which they are exposed, all this in accordance with that established by Spanish data protection legislation.

TORRES is not liable, regarding Users, for their personal data being disclosed to third parties when this is due to causes not directly attributable to TORRES, or for how third parties unrelated to TORRES may use such data.

## **3. Data Protection Policy**

### **3.1. Information and purpose**

Any total or partial response to the forms in this Website is absolutely voluntary and there are no consequences to failing to reply.

To exercise your rights of access, rectification, erasure, opposition, limitation of treatment and portability of your data, as well as to revoke any consent given for sending commercial notifications, or consent to processing your personal data, you may write to C/ Miquel Torres i Carbó, no. 6, 08720 Vilafranca de Penedés (Barcelona) or by electronic mail with the reference "Personal Data" to the following address [dataprotect@torres.es](mailto:dataprotect@torres.es) , providing in both cases a photocopy of your I.D. card or passport.

If you would like further information on the processing of your personal data please access our privacy policy by the following link: [here](#).

### **3.2. User consent and sending commercial communications via email (art. 22 Act 34/2002 on Information Society Services and Electronic Commerce)**

Provided this is expressly requested by Users, TORRES may send commercial communications via any medium in full compliance of current data protection legislation.

At any time, Users may withdraw their consent to receive, via email, advertising or promotional information. They merely need to notify TORRES by sending a message to the following email address: [dataprotect@torres.es](mailto:dataprotect@torres.es), clearly specifying that THEY DO NOT WISH TO RECEIVE COMMERCIAL COMMUNICATIONS BY EMAIL.

## **4. Industrial and Intellectual Copyright. Hyperlink policy**

**4.1.** All the content contained on the website, and in particular the brands, commercial names, industrial designs, designs, texts, photographs, graphics, logos, icons, software or any other signs that may be of industrial or commercial use, are protected by the industrial and intellectual copyright of TORRES or of the third parties holding such rights that have authorised their inclusion on the website. The following is therefore prohibited: any reproduction, copy, public communication, distribution, modification, transformation, erasure, manipulation or any other type of use, for profit or not for profit, of this content without the express consent of TORRES via any medium including the internet (domain names, social media, blogs, etc.).

**4.2.** TORRES will not be liable for any infringement of the intellectual or industrial copyright of third parties which may result from the inclusion, on the website, of brands, commercial names, industrial designs, patents, designs, texts, photographs, graphics, logos, icons or software belonging to third parties that have stated they hold such copyright to include these on the website. Neither will it be liable for any opinions or comments made by users on its blogs or social media notwithstanding the actions it may carry out to eliminate such opinions and comments when these are against the law.

**4.3.** TORRES may use the content provided by Users (photographs, videos, etc.) in a reasonable manner and strictly respecting intellectual copyright.

**4.4.** Under no circumstances will it be understood that access and browsing by users imply authorisation, or that rights or expectation of rights have been waived, transferred or assigned, partly or in full, and, specifically, of the alteration, transformation, exploitation, reproduction, distribution or public communication of such content without the prior express authorisation of TORRES or of the corresponding copyright holders.

**4.5.** Notwithstanding the above, those persons who believe their intellectual or industrial copyright has been infringed by any of the content on this website may denounce such content by writing to MIGUEL TORRES, S.A., C/ Miquel Torres i Carbó, 6, 08720 Vilafranca del Penedès, Barcelona.

**4.6.** TORRES may make available to users hyperlinks to websites owned by third parties, related or not to TORRES. Under no circumstances will TORRES be liable for the content of the destination websites established via links on the website, for their operation or accessibility, maintenance of the content, the quality thereof, or for the infringement of third party rights which such websites may incur.

**4.7.** TORRES authorises the establishment of links to its portal from any other website. The links established must always be to the home page of TORRES (or its brands) or, if applicable, to the site established by TORRES itself. This link must only allow access to the website without reproducing it in any way or creating a browser or border environment for this. In addition, false, inaccurate or incorrect statements must not be made about this website or its content, nor in any case claim that TORRES has authorised, supervised or assumed the link.

**4.8.** In addition, except for those signs that form part of the same link, it is prohibited for the website establishing the link with this website to contain any brand, commercial name, establishment sign, company name, logo, slogan or other distinctive signs belonging to TORRES.

The following is particularly prohibited: the use of any brands, names, commercial names, signs, slogans, company names or other distinctive signs belonging to TORRES in the keywords of any unrelated website without the prior express authorisation of TORRES specifically for this.

## **5. Liability of TORRES**

Users recognise and accept that they use this website and its services entirely under their own responsibility.

In those sections of the website where users can provide content, TORRES reserves the right to erase any content that may negatively affect its brands or be against the law, public order or proper conduct.

TORRES will only be liable for any damage or injury caused to Users as a consequence of using the website when this is attributable to any wrongdoing by TORRES.

However, TORRES states that it has adopted all necessary measures, within its possibilities and the state of technology, to guarantee the operation of the website and prevent the existence and transmission of viruses and other components that may injure or damage Users.

## **6. Obligations of the User**

Users undertake to use the website content diligently, correctly and lawfully and undertake to refrain from the following:

a) Using content for purposes or effects that are unlawful, immoral or improper or against public order.

b) Reproducing, copying, distributing, permitting public access via any type of public communication, transforming or altering the content unless in possession of the corresponding authorisation from the owner.

c) Using the website content to pass on advertising, communications for the purposes of direct selling or any other kind of commercial purpose, unsolicited messages aimed at several people irrespective of their purpose, as well as refrain from selling or disclosing this information in any way.

d) Unlawfully using links, invites to social media, blogs or any network or remote media provided via this website.

## **7. Applicable legislation**

The relations established between the User and the owner of the website will be governed by that established by the regulations in force regarding the applicable legislation and place of jurisdiction. However, for those cases in which it is permitted by law for parties to subject themselves voluntarily to a jurisdiction, TORRES and the User, expressly waiving any other jurisdiction to which they may have recourse, attorn to the Courts and Tribunals of the User.

## **8. Social media**

Users may join the Groups set up by TORRES in different social media. Users becoming a fan of any of these Groups accept the conditions of use and privacy policy of the corresponding social media site without this being the responsibility of TORRES.