

# GENERAL CONDITIONS OF WEBSITE:

[WWW.ADMINAJAVEA.COM](http://WWW.ADMINAJAVEA.COM)

## 1.- AIM.

These conditions for general use (henceforth CGU), regulate the access and use of the Website under the domain [www.adminajavea.com](http://www.adminajavea.com) (henceforth Website), owned by “**ADMIN ADVANTAGE JAVEA, S.L.**” (henceforth **ADMIN ADVANTAGE JAVEA**), made available to the users (henceforth User/s).

If you have any questions or concerns regarding the use and access to the Website or these CGU, you can contact us through the contact information published in the Legal Notice.

## 2.- COMPLIANCE WITH THESE GENERAL CONDITIONS:

*The use of this Website implies the full acceptance by the User of the existing CGU at the time the User accessed to this Website. If they are not accepting of any of the conditions established herein they should abstain from using the Website.*

Accordingly, the User shall carefully read the CGU each time they decide to use the Website.

In any case, **ADMIN ADVANTAGE JAVEA** reserves the right to modify, without prior notice and at any time the CGU. Similarly, **ADMIN ADVANTAGE JAVEA** reserves the right to suspend, interrupt, or cease to operate the Website at any time.

By “**Website use**”, it is meant all **Users** accessing and browsing this Website independently of filling the registration forms.

## 3.- CONDITIONS FOR ACCESS AND USE OF THE WEBSITE AND ITS CONTENTS.

The access to the Website and/or the Contents included in it, does not imply any kind guarantee with respect to suitability of the Website and/or the Contents included in it, for specific or particular purposes of the **Users**.

**ADMIN ADVANTAGE JAVEA** may establish additional limitations and/or conditions for use and/or access to the Website and/or the Contents, which shall be observed at all times by **Users**.

### 3.1.- Access and Use of the Website.

Unless otherwise provided, the use of the Website shall be free of charge, without prejudice to the connection through the corresponding telecommunications network contracted by the **User**.

The **User** admits to being over the age of eighteen years, therefore is conscious of and voluntarily and explicitly accepts that the use of the Website is done at all times under only their own exclusive responsibility.

The **User** is obliged to comply with the CGU, as well as to comply with the special notices or instructions found on the Website and to act always in accordance to the law, good practice and the responsibilities of good faith, employing their maximum attention taking into account the nature and compensation of the service they enjoy. To this effect, they shall abstain from using the Website in any way that can block, damage or deteriorate the normal functioning of the Website, the property or right of **ADMIN ADVANTAGE JAVEA**, suppliers, distributors, other Users, or any third party in general.

Specifically and without causing any restriction to the obligation assumed by the **User** complying in a general nature with the previous section, the **User** is obliged during the use of the Website:

- a) Do not introduce, store or disseminate, on or from the Website, any information or material that is defamatory, offensive, obscene, threatening, xenophobic, pornographic, apologia for terrorism, incites violence, discriminatory to race, sex, ideology, religion or that in some way subverts public

order, fundamental rights, public liberty, honour, privacy or the appearance of third parties and in general the current legislation.

- b) Do not introduce, store or disseminate via the Website any computer program, data, virus, code or any other instrument or electronic or physical device capable of causing harm to the Website, any of the services, or any of the equipment, systems or networks of **ADMIN ADVANTAGE JAVEA**, of any User, of the Suppliers or Distributors of **ADMIN ADVANTAGE JAVEA** or in general of any third party, capable of causing any type of alteration or prevent the normal functioning of the Website.
- c) Do not introduce, store or disseminate via the Website any content that infringes intellectual and industrial property right, or the rights of a third party, or in general, any content to which they do not exercise the rights, in accordance with the law, to make available to third parties.

### **3.2.- Access and Use of Content.**

The Contents of the Website are available to the **User** with information sourced from its own and third parties.

**ADMIN ADVANTAGE JAVEA** ensures that the Contents are of the highest possible quality and are reasonably updated, but does not guarantee the usefulness, accuracy, comprehensiveness, pertinence and/or relevance of the Contents.

### **4.- INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.**

Via the CGU no intellectual or industrial property rights about the Website or any of its integrated elements are conceded, and are expressly forbidden to the **User** their copy, transformation, public communication, making available, extraction, reuse, forwarding, or the use in any form, along any means or procedure, from any of them, unless in those cases where it is legally permitted or is authorised by the owner of the corresponding rights.

The **User** shall be able to display and obtain a temporary private copy of the Contents for their exclusive personal and private use on their computer systems (software and hardware), provided without the purpose to develop any commercial or professional activities. The **User** should abstain from obtaining, or attempting to obtain, the Contents through means or procedures different to those that in each case was made available or indicated for that purpose or those that they usually use on the Internet (as long as these latter do not put at risk of damage or deactivation of the Website). The **User** should respect, at all times, all the intellectual and industrial property rights concerning the Website, owned by **ADMIN ADVANTAGE JAVEA** or third parties.

### **5.- DISCLAIMER OF GUARANTEES AND RESPONSIBILITY.**

#### **5.1.- Disclaimer of Guarantees and Responsibility for the Functioning of the Website.**

**ADMIN ADVANTAGE JAVEA** does not guarantee the availability and continuity of the functioning of the Website and the services and Contents found in it, or that the content on the Website is updated, being exempted from all responsibility for damages or harm, of any nature, that could arise from such circumstances.

**ADMIN ADVANTAGE JAVEA** shall carry out, providing circumstances do not arise that make it impossible or of difficult implementation, and as soon as having been notified of the errors, disconnections and/or lack of updating of the Contents, all those actions meant to rectify the errors, re-establish communication and/or update the referred to contents.

Likewise, **ADMIN ADVANTAGE JAVEA** does not guarantee either the technical reliability of its Website, nor the access to its different pages, and in the same way being exempted of all responsibility for any damages or harm, of any nature, that could arise from this cause.

Furthermore, **ADMIN ADVANTAGE JAVEA** is not responsible for the possible security flaws or deficiencies that may arise from use of a browser by a **User**, which was not properly updated or secured or for the damages, errors or inaccuracies that may arise from the malfunctioning of it.

With the aim of reducing the risk of introducing a virus onto the Website, use virus detection programs to control all of the Contents introduced to the Website. Nevertheless, **ADMIN ADVANTAGE JAVEA** does not guarantee the absence of viruses, or other elements on the Website introduced by third parties external **ADMIN ADVANTAGE JAVEA** that may cause alterations to the hardware or software systems of the Users or in the digital documents and catalogues contained within its systems. As a result, **ADMIN ADVANTAGE JAVEA** shall not be under any circumstances responsible of any damages or harm, of any nature, which may derive from the presence of a virus or other elements that can produce alterations in the software or hardware systems, files or catalogues of the Users.

**ADMIN ADVANTAGE JAVEA** employs various protection measures to protect the Website, the gathered data and the Contents against digital, attacks from third parties. Nevertheless, **ADMIN ADVANTAGE JAVEA** does not guarantee that unauthorised third parties could have access to the type of browsing and use of the Website enjoyed by the User or the conditions, characteristics and circumstances in which they are made. As a result, **ADMIN ADVANTAGE JAVEA** shall not be in any case responsible for the damages or harm that may be derived from such unauthorised access.

**ADMIN ADVANTAGE JAVEA** shall not be in any case responsible for the use that the Users and/or third parties could put the Website or the Contents to, nor the damages and harm that could derive from it.

## **5.2.- Disclaimer of Guarantees and Responsibility for the Contents.**

**ADMIN ADVANTAGE JAVEA** does not edit Contents published by third parties on the Website and, as a consequence, does not guarantee nor be responsible for the legality, reliability, usefulness, veracity, accuracy comprehensiveness and relevance of such Content, as well as the Contents owned by **ADMIN ADVANTAGE JAVEA**. **ADMIN ADVANTAGE JAVEA** shall not be, in any circumstances, responsible for any damages or harm that may be derived from: (i) the absence of legality, reliability, accuracy, comprehensiveness and/or relevance of the Contents caused from third parties and its own; (ii) the inadequacy for any reason and the disappointing of expectations generated by the Contents; (iii) decisions or actions taken or avoided on the part of the User, trusting in the information or data provided in the Contents, including without limitation, the loss of profits or business opportunities.

## **6.- HYPERLINKS**

Those people proposing to establish Hyperlinks between their web page and the Website should observe and comply with the following conditions:

- i) It shall not be necessary to seek prior authorisation when the Hyperlink only allows access to the homepage of the Website, but shall not be able to reproduce it in any way. Any other type of Hyperlink shall require the unequivocal, express and written authorisation from **ADMIN ADVANTAGE JAVEA**.
- ii) The web page on which the Hyperlink is established can only contain strictly the necessary to identify the destination of the Hyperlink.
- iii) The web page on which the Hyperlink is established shall not contain illicit information or content, contrary to morality and generally accepted good practice and to public order, as well as not containing content contrary to any rights of third parties.
- iv) **ADMIN ADVANTAGE JAVEA** reserves the right to block the Hyperlinks directed to the Website which do not have previous express permission even when complying with the provisions described in this point of the General Conditions.

## **7.- ACTIONS IN CASE OF BREACH OF CONTRACT.**

**ADMIN ADVANTAGE JAVEA** reserves the right to exercise all lawful available action to demand the responsibilities that derive from the breach of contract of any of the provisions of these General Conditions of the Website by a User.

## **8.- PARTIAL NULITY.**

The declaration of any of the clauses contained within these General Conditions as null, invalid or ineffective shall not affect the validity or effectiveness of the remaining, which shall continue to be binding between the parties.

## **9.- APPLICABLE LAW AND JURISDICTION.**

The present CGU govern in accordance with Spanish legislation.

Any controversy relative to the terms of use and access to this Website contained in the present document of the CGU of the Website, the parties submit, expressly relinquishing any other jurisdiction that may correspond to them, unless legal necessity determines otherwise, to the Courts of Dénia.

## **10.- NOTIFICATIONS.**

For notifications, **ADMIN ADVANTAGE JAVEA** designates as point of contact specified in the Legal Notice.

The email provided by the User during the registration process on the Website, shall be used by **ADMIN ADVANTAGE JAVEA** to affect the practice of notifying the User.

The **User** is obliged to diligently maintain those details respecting to notifications referenced in this here clause.

All the Notifications affected by **ADMIN ADVANTAGE JAVEA** to the **User** shall be considered legitimately affected if they have been made employing the details and through the means previously indicated. **ADMIN ADVANTAGE JAVEA** shall not be responsible for any harm that could pass due to the violation of the User in their obligation to maintain their contact details updated.