

## LEGAL NOTICE – QUEPIDOHOY S.L. GENERAL TERMS OF USE

### LAW OF INFORMATION SOCIETY SERVICES (LSSI)

**QUEPIDOHOY S.L.**, (hereinafter the Owner) is the owner and responsible for the website [www.deelivers.com](http://www.deelivers.com) (hereinafter Website or Web Space), makes this document available to users, with which it intends to comply with the obligations outlined in Law 34/2002, of July 11, on Information Society Services and Electronic Commerce (LSSICE), as well as informing all users on the terms of use of the website.

Any person accessing this website takes on the role of user, committing to observing and strictly complying with the provisions set forth herein, as well as any other legal provision that may be applicable.

**QUEPIDOHOY S.L.** reserves the right to modify any type of information that may appear on the website, without there being any obligation to forewarn or inform users of such obligations as their publication on the website of **QUEPIDOHOY S.L.** is considered sufficient.

### 1. COMPANY DATA

- ❖ Company name: QUEPIDOHOY S.L.
- ❖ Commercial name: Deelivers
- ❖ CIF: B27807502
- ❖ Address: C/ Colón 24, 5º A; 36201 Vigo (Pontevedra)
- ❖ Email address: [info@deelivers.com](mailto:info@deelivers.com)

### 2. PURPOSE

Through the Website ([www.deelivers.com](http://www.deelivers.com)), we offer Users the possibility of accessing information about our services.

### 3. PRIVACY AND DATA PROCESSING

When it is necessary to provide personal data to access certain content or service, Users will guarantee its veracity, accuracy, authenticity, and validity. The company will give said data the automated treatment that corresponds to its nature or purpose, in the terms indicated in the Privacy Policy section.

### 4. INDUSTRIAL AND INTELLECTUAL PROPERTY

The User acknowledges and accepts that all the content displayed in the Web Space and in particular, designs, texts, images, logos, icons, buttons, software, trade names, trademarks, or any other sign susceptible to industrial and/or commercial use are subject to Intellectual Property rights. All trademarks, trade names or distinctive signs, all industrial and intellectual property rights, of the contents and/or any other element inserted in the page, is the exclusive property of the company and/or third parties who own the exclusive right to use them in economic traffic.

Therefore, the User undertakes to not reproduce, copy, distribute, make available or in any other way publicly communicate, transform or modify such content, keeping the company unscathed from any claim arising from the breach of such obligations. In no case does access to the Web Space imply any type of waiver, transmission, license or total or partial assignment of said rights, unless expressly stated otherwise.

These General Terms of Use of the Web Space do not confer on Users any other right of use, HR, alteration, exploitation, reproduction, distribution, or public communication of the Web Space and/or its Contents other than those expressly provided herein. Any other use or exploitation of any rights will be subject to

the prior and express authorization specifically granted for this purpose by the company or the third party owner of the rights affected.

The contents, texts, photographs, designs, logos, images, computer programs, source codes, and, in general, any intellectual creation existing in this Web Space, as well as the Web Space itself as a whole, as a multimedia artistic work, are protected as copyright by the legislation on intellectual property. The company is the owner of the elements that make up the graphic design of the Web Space, menus, navigation buttons, HTML code, texts, images, textures, graphics, and any other content of the Web Space or, in any case, has the corresponding authorization for the use of said elements. The content provided in the Web Space may not be reproduced in whole or in part, nor transmitted or recorded by any information retrieval system, in any form or in any medium, unless you have the prior authorization, in writing, of the aforementioned Entity.

Likewise, it is forbidden to delete, evade and/or manipulate the 'copyright' as well as the technical protection devices, or any information mechanisms that may be contained in the content. The User of this Web Space undertakes to respect the rights set forth and to avoid any action that could harm them, reserving in any case to the company the exercise of all means or legal actions within their right in defense of their legitimate intellectual and industrial property rights.

## **5. OBLIGATIONS AND RESPONSIBILITIES OF THE WEB SPACE USER**

The User undertakes to:

- ❖ Make an appropriate and lawful use of the Web Space as well as the content and services, in accordance with: (i) the applicable legislation at all times; (ii) the General Terms of Use of the Web Space; (iii) morality and widely accepted good customs and (iv) public order.
- ❖ Provide all the means and technical requirements that are necessary to access the Web Space.
- ❖ Provide truthful information when filling in the forms contained in the Web Space with their personal data. The User will be solely responsible for any false or inaccurate statements made and the damages caused to the company or third parties by the information provided.

Notwithstanding the foregoing, the User must also refrain from:

- ❖ Making unauthorized or fraudulent use of the Web Space and/or the content for illicit purposes or effects, prohibited in these General Terms of Use, harmful to the rights and interests of third parties, or that in any way may damage, disable, overload, deteriorate or prevent the normal use of the services or the documents, files and all kind of content stored on any computer equipment.
- ❖ Access or attempt to access resources or restricted areas of the Web Space, without fulfilling the conditions required for such access.
- ❖ Cause damage to the physical or logical systems of the Web Space, its suppliers or third parties.
- ❖ Introduce or spread computer viruses or any other hardware or software that is likely to cause damage to the hardware or software of the company, suppliers, or third parties.
- ❖ Try to access, use and/or manipulate the data of the company, third-party suppliers, and other Users.
- ❖ Reproduce or copy, distribute, allow public access through any form of public communication, transform or modify the contents, unless you have the authorization of the owner of the corresponding rights or it is legally permitted.
- ❖ Delete, hide or manipulate the notes on intellectual or industrial property rights and other data identifying the rights of the company or third parties incorporated into the content, as well

as the technical protection devices or any information mechanisms that may be inserted in the content.

❖ Obtain or try to obtain the content using means or procedures other than those that, depending on the case, have been made available for this purpose or have been expressly indicated on the web pages where the content is located or, in general, those that are usually used on the Internet because they do not involve a risk of damaging or disabling the Web Space and/or the content.

❖ In particular, non exhaustive and merely for indicative purposes, the User undertakes to not transmit, disseminate or make available to third parties information, data, content, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any kind of material that: (i) in any way is contrary to, disparages or violates the fundamental rights and public freedoms recognized constitutionally, in international treaties and in the rest of the legislation in force; (ii) induces, incites or promotes criminal, denigrating, defamatory, violent or, in general, contrary to the law, morality, widely accepted good customs or public order; (iii) induces, incites or promotes discriminatory actions, attitudes or thoughts based on sex, race, religion, beliefs, age or condition; (iv) incorporates, makes available or allows access to products, elements, messages and/or services that are criminal, violent, offensive, harmful, degrading or, in general, contrary to the law, morality and widely accepted good customs or public order. Induces or may induce an unacceptable state of anxiety or fear; (v) induces or incites to engage in dangerous, risky, or harmful practices for health and mental balance; (vi) is protected by the legislation on intellectual or industrial protection belonging to the company or to third parties without having been authorized the use that is intended to be made; (vii) is contrary to honor, personal and family privacy or the self-image of individuals; (viii) constitutes any type of advertising; (ix) include any type of virus or program that prevents the normal functioning of the Web Space.

❖ If to access some of the services and/or content of the Web Space, you are provided with a password, you are obliged to use it diligently, keeping it secret at all times. Consequently, you will be responsible for its proper custody and confidentiality, committing yourself to not transfer it to third parties, temporarily or permanently, nor to allow access to the aforementioned services and/or contents by outsiders. Likewise, you are obliged to notify the company of any fact that may imply an improper use of its password, such as, by way of example, its theft, loss, or unauthorized access, in order to proceed to its immediate cancellation. Consequently, so long as you do not notify as mentioned above, the company will be exempt from any liability that may arise from the improper use of your password, since any illicit use of the contents and/or services of the Web Space by any illegitimate third party is your responsibility. If you negligently or willfully breach any of the obligations established in these General Terms of Use, you will be liable for all damages that may arise from such breach for the company.

## **6. RESPONSIBILITIES**

We do not guarantee continuous access, nor the correct visualization, download, or use of the elements and information contained in the web that could be prevented, hindered or interrupted by factors or circumstances that are beyond our control. We are not responsible for the decisions that may be taken as a result of access to the contents or information offered.

The service may be interrupted, or the relationship with the User may be immediately terminated if improper use of the Web Space, or of any of the services offered therein, which goes against these General Terms of Use, is detected.

We are not responsible for any damages, losses, claims, or expenses arising from the use of the Web Space.

We will only be responsible for eliminating, as soon as possible, the contents that may generate such damages, provided that this is notified. In particular, we will not be liable for any damages that may arise, among other things, from:

- ❖ Interferences, interruptions, failures, omissions, telephone breakdowns, delays, blockages, or disconnections in the operation of the electronic system, caused by deficiencies, overloads, and errors in communication lines and networks, or by any other cause beyond the control of the company.
- ❖ Illegitimate intrusions through the use of malicious programs of any kind and any means of communication, such as computer viruses or any other.
- ❖ Improper or inappropriate abuse of the Web Space.
- ❖ Security or navigation errors caused by a malfunction of the browser or by the use of non-updated versions of it. The administrator of the Web Space reserves the right to remove, in whole or in part, any content or information present in the Web Space.

Likewise, the company excludes any liability for damages of any kind that may be due to the misuse of the free disposal services and use on behalf of the web space users. Likewise, it is exempt from any responsibility for the content and information that may be received as a result of the data collection forms, likewise only for the provision of the services of queries and doubts.

On the other hand, in case of causing damages for illicit or incorrect use of said services, compensation for the damages caused may be claimed from the User.

The User will keep the company unharmed by any damages arising from claims, actions, or demands of third parties as a result of their access or use of the Web Space. Likewise, the User undertakes to indemnify against any damages, arising from their use of 'robots', 'spiders', 'crawlers' or similar tools used in order to collect or extract data or from any other action on their part that imposes an unreasonable burden on the operation of the Web Space.

## **7. HYPERLINKS**

The User undertakes not to reproduce in any way, not even through a hyperlink, the Web Space, as well as any of its content unless expressly authorized in writing by the Owner.

The Web Space may include links to other web spaces, managed by third parties, in order to facilitate the User's access to the information of collaborating companies and/or sponsors. Accordingly, the company is not responsible for the content of these Web Spaces, nor is it in a position of guarantor or party offering the services and/or information that may be offered to third parties through the links of third parties.

The User is granted a limited, revocable, and non-exclusive right to create links to the main page of the Web Space exclusively for private and non-commercial use. The Web Spaces that include a link to our Web Space (i) may not misrepresent the relationship or affirm that such a link has been authorized, or include trademarks, denominations, trade names, logos, or other distinctive signs of our company; (ii) may not include content that may be considered in bad taste, obscene, offensive, controversial, that incite violence or discrimination based on sex, race or religion, contrary to public order or illegal; (iii) may not link to any page of the Web Space other than the home page; (iv) you must link to the address of the Web Space itself, without allowing the Web Space that makes the link to reproduce the Web Space as part of its website or within one of its 'frames' or create a 'browser' on any of the pages of the Web Space. The company may request, at any time, to remove any link to the Web Space, after which it must immediately proceed to its elimination.

The company cannot control the information, content, products, or services provided by other Web Spaces that have established links to the Web Space.

## **8. DATA PROTECTION**

To use some of the Services, the User must previously provide personal data. The company will automatically process this data and apply the corresponding security measures, all in compliance with GDPR, LOPDGDD, and LSSI. The User can access the policies followed in the processing of personal data, as well as the pre-establishment purposes, under the conditions defined in the Privacy Policy. [\(INCLUDE PRIVACY POLICY LINK\)](#)

## **9. COOKIES**

The company reserves the right to use 'cookies' in the Web Space, in order to recognize you as a frequent User and customize based on the use you make of the Web Space by pre-selecting your language, or more desired or specific content.

Cookies collect the IP address of the user with the web browser being responsible for the processing of this information.

Cookies are files sent to a browser, through a Web server, to record the User's navigation in the Web Space, when the User accepts to receive them. If you wish you can configure your browser to give a warning on the screen upon reception of cookies and prevent the installation of cookies on your hard drive. Please refer to the instructions and manuals of your browser for further information.

Thanks to cookies, it is possible to recognize the browser of the User's computer in order to provide content and offer the browsing or advertising preferences of the User, according to the demographic profiles of the Users, as well as to measure visits and traffic parameters, monitor progress and the number of entries.

For more information, you can head to our Cookie Policy. [\(INCLUDE COOKIES POLICY LINK\)](#)

## **10. STATEMENTS AND GUARANTEES**

In general, the contents and services offered in the Web Space are merely informative. Therefore, by offering them, no warranty or representation is given concerning the contents and services offered on the Website, including, but not limited to, guarantees of legality, reliability, usefulness, veracity, accuracy, or commercial quality, except to the extent that by law such representations and warranties cannot be excluded.

## **11. FORCE MAJEURE**

The company will not be liable in any case for the impossibility of providing services if this is due to prolonged interruptions of the electricity supply, communications lines, social conflicts, strikes, rebellion, explosions, floods, acts and omissions of the Government, and in general all cases of force majeure or fortuitous event.

## **12. DISPUTE RESOLUTION. APPLICABLE LAW AND JURISDICTION**

These General Terms of Use, as well as the use of the Web Space, will be governed by Spanish law. For the resolution of any dispute, the parties will submit to the Courts and Tribunals of the registered office of the Person Responsible for the website.

In the event that any provision of these General Terms of Use is unenforceable or void under the applicable legislation or as a result of a judicial or administrative decision, such unenforceability or nullity will not make these General Conditions of Use unenforceable or void as a whole. In such cases, the company will proceed to the modification or replacement of said stipulation by another one that is valid and enforceable and that, as far as possible, achieves the objective and claim reflected in the original stipulation.