

**INSTRUCTIONS:** *This Legal Notice must be available to all users of the Website. It is advisable to place a link on the home page entitled "Legal Notice" and that, when clicking on this link, it can be read.*

## **LEGAL NOTICE**

### **Identity of the owner of the Site**

This notice and legal information regulates the use of the Internet Web service under the following domain name: [www.gathrtogether.com](http://www.gathrtogether.com)

GATHR is the trade name included in the site indicated above and the subject of this legal notice. GATHR, as a provider of information society services, is governed by the provisions of Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce.

GATHR is a trade name owned by GATHR, S.L.U. with address at Avenida de la Hacienda, 29639 Benalmádena (Málaga). The customer support email is [hello@gathrtogether.com](mailto:hello@gathrtogether.com). NIF: B26765461. The company is registered in the Mercantile Registry of Malaga, Section: 8, Registration Sheet: 196591, Bulletin: 43.

The Website is the property of GATHR, S.L.U., who reserves the right to make, at any time and without prior notice, modifications to the information contained on its website or to its configuration and presentation. The owner owns all the copyrights over all the contents of the Website, either in their own right or through assignments or agreements with third parties.

By accessing this website, including all its pages, it is accepted that GATHR will not be responsible for any consequence, damage or harm arising from such access or use of the information on said website or for access to other materials on the Internet through connections with this website. It will also not be responsible and the user accepts it for computer errors or problems caused by viruses, worms, malicious software or other social engineering attacks (*phishing, pharming, Trojans, etc.*) that third parties may have maliciously placed on our servers, during the period of time until the reactive protection measures available to this entity are put in place. If the user notices errors in the operation or strange behavior of the site, he or she can send an email to the address indicated above. Access to the contents of this Website by means of mechanized systems that are different from natural persons is prohibited, as they may cause damage to the owner of the Website by not being able to objectively measure the audiences.

### **Conditions of use of the Website:**

The contents and information provided through [www.gathrtogether.com](http://www.gathrtogether.com) comply with current legislation and are the property of GATHR, S.L.U. or acquired or exploited with legitimate titles.

The use of the Website confers the condition of **user** of the Website and implies full and unreserved acceptance of each and every one of the provisions included in this Legal Notice in the version published by GATHR, S.L.U. at the same time that the

User accesses the Website. Consequently, the User must carefully read this Legal Notice each time they intend to use the Website, as it may be modified.

The User undertakes to use the Website, the contents and services in accordance with the Law, this Legal Notice, the privacy policy, good customs and public order. In the same way, the User undertakes not to use the Website or the services provided through it for illicit purposes or effects or contrary to the content of this Legal Notice, harmful to the interests or rights of third parties, or that in any way may damage, render useless or deteriorate the Website or its services. or to prevent the normal enjoyment of the Website by other Users.

Likewise, the User expressly undertakes not to destroy, alter, render useless or, in any other way, damage the data, programs or electronic documents and others found on this Website.

The User undertakes not to introduce programs, viruses, macros, controls or any other logical device or sequence of characters that cause or are likely to cause any type of alteration in the computer systems of the owner of the Website or of third parties.

The User accepts and declares to be aware of this Legal Notice and Privacy Policy. Otherwise, the user must leave the Website at this time.

The activity is not subject to any prior administrative authorisation regime, nor adhered to codes of conduct, except in good faith, custom and the Civil Code. The owner does not provide intermediation or accommodation services.

### **Advertisement**

The Website may host advertising content or be sponsored. Advertisers and sponsors are solely responsible for ensuring that the material submitted for inclusion on the Website complies with the laws and consents that may apply in each case. The owner of the Website will not be responsible for damage to sensitivity that advertising material or other material may cause to users or visitors to the Website. For information on minors, please refer to the Privacy Policy.

### **Intellectual and Industrial Property**

All the contents of the Website, unless otherwise indicated, are the exclusive property of the owner of the website or of third parties and, including but not limited to, the graphic design, source code, logos, texts, graphics, illustrations, photographs, and other elements that appear on the Website.

Likewise, all trade names, trademarks or distinctive signs of any kind contained on the Website are protected by law.

The owner of the Website does not grant any type of licence or authorisation for personal use to the User or visitor on their intellectual and industrial property rights or on any other right related to their Website and the services offered therein.

All rights reserved. The User or visitor acknowledges that the reproduction, distribution, commercialisation, transformation, and, in general, any other form of exploitation, by any procedure, of all or part of the contents of this Website constitutes an infringement of the intellectual and/or industrial property rights of

the owner of the Website or the owner of the same, and an offence under the Penal Code. and it is prohibited.

**Responsibility for Use of the Website**

The User is solely responsible for any infringements that may be incurred or for the damages that may be caused by the use of the Website or its contents, and the owner of the Website, its partners, suppliers, collaborators, employees and representatives are exonerated from any kind of liability that may arise from the User's actions.

The owner of the Website will use all reasonable efforts and means to provide updated and reliable information on the Website.

The User will be responsible for any claim or legal action, judicial or extrajudicial, initiated by third parties against the owner of the Website based on the User's use of the Website of this Website or its contents for their own purposes other than those of this Website. In the event that the competent judicial or administrative authority so agrees, the User will assume any expenses, costs and compensation incurred by the owner of the Website as a result of such claims or legal actions.

**Responsibility for the operation of the Website**

The owner of the Website excludes any liability that may arise from interferences, omissions, interruptions, computer viruses, telephone breakdowns or disconnections in the operational functioning of the electronic system, caused by causes beyond the control of the owner of the Website.

Likewise, the owner of the Website also excludes any liability that may arise from delays or blockages in the operational functioning of this electronic system caused by deficiencies or overload in telephone lines or on the Internet, as well as damage caused by third parties through illegitimate interference beyond the control of the owner of the Website.

The owner of the Website is entitled to temporarily suspend, and without prior notice, access to the Website for maintenance, repair, updating or improvement operations.

**Liability for Links**

The owner of the Website is exempt from any liability with respect to the information found outside the Website, since the function of the links that appear is only to inform the User about the existence of other sources of information on a specific subject or advertising.

**Policy regarding Personal Data obtained through the Website**

Without prejudice to the provisions of what is indicated in each of the forms on the Website, when the User provides their personal data, they are expressly authorising the owner of the Website to process their personal data for the purposes indicated therein. The owner of the Website will process the data for purposes that have been previously informed in a clear and transparent manner, with a duly identified and

informed legal basis, and will operate with them by adopting technical and organisational security measures appropriate to the risks previously identified, in compliance with Regulation (EU) 2016/679, general data protection.

The User or his/her representative may exercise his/her rights of access, including the right to obtain a copy of the personal data subject to processing, rectification, opposition, cancellation or deletion, where appropriate, portability and limitation of the processing that assist him/her, by means of a written and signed request addressed to the address indicated in the "Privacy Policy" section of this Website.

You are also informed that the IP (Internet Protocol) data of the subscriber from whom you connect to our website will be kept for the periods established in current legislation, after which they will be automatically deleted, for the purpose of security and collaboration with the Justice.

### **Changes to the Terms of Use**

The owner of the Website reserves the right to modify, develop or update the conditions of use of this Website at any time and without prior notice. The User will be automatically bound by the conditions of use that are in force at the time they access the Website, so they must periodically read these conditions of use.

### **Dispute resolution and competent jurisdiction**

All disputes that may arise regarding the application of this legal notice will be settled before the corresponding Courts and Tribunals according to current legislation. In the case of non-consumers, they shall be settled in the Courts and tribunals of the domicile of the owner of the Website or, in the case of consumers, in those of the consumer's domicile if the recipient of the service has such status.

Complaint forms are available at the commercial establishment on this website, or by requesting them from the contact email address that appears in this Legal Notice.

In the event of claims and complaints about the work or services carried out, we have our own means of receiving and dealing with such complaints or claims, through the contact email that appears in this Legal Notice.

