

## TERMS OF SERVICE

This document is a direct translation from the only valid legal version in Spanish, available in: [www.casadonamaria.es](http://www.casadonamaria.es)

### I. Owner of the Web.

MARIA ERMITAS VILARIÑO IGLESIAS (hereinafter, the "Owner") at the following address: en A RUA 12 – BUSCAS 15680 ORDES (A CORUÑA) and with ID N° 76319470L is the Owner of the web [www.casadonamaria.es](http://www.casadonamaria.es) (hereinafter, the "Web") and provides this for the use by Internet users, with the aim of giving information and services like rural accommodation of CASA DONAMARIA with Registration No. Official Tourism Galicia TR-CO-183 (Group B, mode: NC). By surfing and using the Web, we call this person the User of the Web (hereinafter, the "User") it implies the acceptance of all the conditions included in this Legal Warning. The offering of the Web service has a limited duration to the moment in which the User is connected to the Web. The User must read the Legal Warning carefully on each of the occasions on which the use of the Web is prolonged, given that this and the conditions found in the Legal Warning may undergo modifications at any time. Some services of the Web, which are accessible to the Users, may be subjected to individual conditions that substitute, complement and / or modify the Legal Warning and must be accepted by the User at all times.

### II. Object of the Legal Warning.

The Legal Warning regulates the conditions, the access and the use of the Web, its contents and services, whether they are paid for or free, and made available to the User. The Legal Warning shall be applied to all the activities of supplying information, promotion and/or the providing of services offered in the Web, despite other applicable individual conditions).

### III. Acceptance of the Conditions of the Legal Warning.

#### *III.1 Conditions of the User.*

The Legal Warning shall be understood as accepted without any reservations by the User simply by visiting the Web and consequently, if the services offered in the Web are used. The User declares that he/she is of legal age and has the legal capacity to be obliged and to accept the conditions of the Legal Warning found herein.

#### *III.2 General regulations of use. Reviews of Users and photographic or audiovisual work.*

The User is obliged to use the Web diligently, correctly and with respect, in accordance with the laws, good faith, public order, traffic and uses of this Terms of Service. The User will answer to the Owner or any third party, for any damages that may have been caused as a result of the non-compliance of this obligation.

#### *III.3 Industrial or intellectual property.*

All the contents of the Web, which are understood as including, but not limited to, the databases, texts, images, brands, commercial names, distinctive signs, graphs, logos, images, icons, technology, software, links and other audiovisual or sound contents, as well as its graphic design and source codes (hereinafter, the "Contents"), or any other sign which is susceptible to industrial or commercial use are the intellectual property of The Owner or third parties, and no rights of use of these may be passed on to the User. It is strictly forbidden to reproduce, distribute, communicate publicly and transform any element owned by The Owner except with the expressed authorisation of the latter. All non authorised use of any of the elements mentioned or any other element that forms a part of the intellectual or industrial property of the Owner will give rise to responsibilities of a criminal and/or civil nature or any other nature, legally established. Under no circumstance is The Owner responsible for the criminal acts of the User that affects the rights of third parties.

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The User accepts that he/she will be the only person responsible, and that The Owner will be relieved of any type of responsibility, faced with any claim by a third party regarding the non-compliance of the contents of this paragraph.

### *III.4 Contents.*

The User agrees to use the Contents included in the Web according to the Law and the Legal Warning. According to the current legislation and including, but not limited to, the User must refrain from: (i) reproducing, copying, distributing, making available, publicly informing, transforming or modifying the Contents except under cases authorised by law or with the expressed consent of The Owner or by the bearer of the rights of use in each case; (ii) reproducing or copying the Contents for private use that may be considered as Software or Databases according to the current legislation regarding intellectual property, as well as their public information or availability to third parties when these acts necessarily imply the reproduction by the User or the third party; (iii) extracting and/or reusing the whole or a substantial part of the Contents found within the Web, as well as the databases that The Owner makes available to its Users.

### *III.5 Cookies.*

The Owner may use cookies while providing the service of the Web. Cookies are fragments of information that are saved in the User's computer with the aim of facilitating the surfing, customising information and analysing the effectiveness and number of visits of the website. If you do not wish to receive cookies from The Owner, we suggest that you set up your navigator to request acceptance before storing any new cookie in your computer, however the disabling of the cookies may make it impossible for the website to work correctly.

### *III.6 Hyperlinks.*

The establishing of a hyperlink with The Owner will require the acceptance and does not constitute any relationship between the page that establishes this and The Owner. It shall not be declared that The Owner has authorised this hyperlink, neither shall any inaccurate or false statements be made of The Owner, its services or the Web page; nor shall any hyperlinks be established from any page that does not comply with the General Use of this Web.

## **IV. Policy regarding the protection of personal data.**

For the purpose of the regulation on Protection of Data of a Personal Nature (LOPD), The Owner informs the User of the existence of a datafile of a personal nature that includes the personal details obtained through the Web, with the aim of statistics, redefining the services offered in the Web, for the sending of technical, promotional information and for the maintenance and management of the legal, business or commercial relationship, or the provision of the services that The Owner maintains with the User. Therefore the User is aware that their details are being used, for the purpose expressed. The User may exercise their rights recognised in the LOPD of access, amendment, opposition and cancellation by means of a cancellation request. The written and signed request can be sent by post to The Owner at the following address: A RUA 12 – BUSCAS 15680 ORDES (A CORUÑA), enclosing a photocopy of the Users and Identity Card. The Owner implements the safety levels which are required by the Regulation of development of the Organic Law on Data Protection approved by the Royal Decree 1720/2007 of 21 December. However, the technical safety in a means such as the Internet is not impregnable and there may be filters by fraudulent third parties.

## **V. Responsibility of the Web.**

The Owner will only respond to the damages that the User may suffer as a result of the use of the Web when the damages are down to a fraudulent action of the Owner.

### *V.1 Regarding information.*

The Owner takes no responsibility for the veracity, accuracy, suitability, thoroughness and updating of the information supplied through the website, nor on the decisions taken from this information or the damage that this may produce.

### *V.2 Quality of service.*

The access to the Web does not imply the obligation by The Owner to control the absence of viruses, worms or any other type of computer menace. It is up to the User, in all cases, to have the availability of the suitable tools for the detection and disinfecting of the harmful computer programs. The Owner takes no responsibility for the damage produced in the hardware of the Users or third parties during the provision of the Web service.

### *V.3 On the availability of the service.*

The access to the Web requires third party services and supplies, including its transport through the telecommunication networks. Any breakdown in these supplies, may result in the suspension, cancellation or inaccessibility of the services provided. The Owner takes no responsibility for the damages caused to the User produced by failures or any disconnection from the telecommunications network.

### *V.4 Regarding the contents and services linked through the Web.*

Under no circumstances will the existence of the interlinked sites, i.e. access to other pages or Internet Webs, mean the existence of agreements, recommendations, promotions or identification of The Owner with the aforementioned interlinked expressions, contents or services. The Owner does not know the interlinked sites and therefore takes no responsibility for damages produced by these nor for any other damage that is not directly due to The Owner.

## **VI. Obligations from of the User.**

In general terms, the User is obliged to comply with the Legal Warning and, if applicable, the particular conditions that apply, and to always act according to the law, to the good practices and in good faith, using suitable diligence, abstaining from using the Web in any way that may impede, damage or deteriorate the normal function of this, the property or rights of The Owner, its suppliers, Users or third parties. Specifically, by way of example, when using the Web, as well as when supplying the services, the User is obliged to: (i) provide, if applicable, their details truthfully and maintain them updated; (ii) not to introduce, store or distribute in or from the Web any information or material that goes against the General Norms of Use of the Web; (iii) not to introduce, store or distribute through the Web any electronic or physical device that may cause damage to the Web, Services, information, programs, digital documents, equipment, The Owner systems or networks, or any third party, or which in any form or other is capable of causing any type of alteration or impeding the normal functioning of these; (iv) not to use false identities, nor impersonate others in the use of the Web or its services.

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### VII. Communications.

For the purposes of the current General Conditions, and in any communication that may be required between The Owner and the User, this must be directed: by post to A RUA 12 – BUSCAS 15680 ORDES (A CORUÑA), by telephone (+34) 981681430 or by email [info@casadonamaria.es](mailto:info@casadonamaria.es)

### VIII. Legislation.

The parties waiver their own jurisdiction, and if possible, submit this to the jurisdiction of the Courts of Galicia. The applicable Law will be the Spanish Law.

*Buscás, Ordes – 3/23/2012*