

LEGAL NOTICE

Terms of use of the website

1. Introduction. Please review these General Conditions of Use and our Privacy Policy before visiting or contracting the services offered on this website (hereinafter the "Portal" or the "Website"). By accessing the services of this Portal, the user declares that he/she has read, accepted and agrees to comply with these conditions of use. The user is understood to be the person who accesses, browses, uses or participates in the services and activities, whether free of charge or for a fee, carried out on the Website (hereinafter, the "User").

2. Ownership. This website is owned by the FUNDACIÓN BARTOLOMÉ MARCH SERVERA, with registered office in Palma de Mallorca, Calle Palau Reial number 18, with Tax Identification Number G07052988, hereinafter, "FUNDACIÓN BMS". The contact telephone number is +34 971 71 11 22. The contact e-mail address is secretaria@fundacionbmarch.es.

3. Content of the website. The website www.fundacionbmarch.es contains a series of informative contents on the activities, services and facilities of the BMS FOUNDATION. This website provides users and the general public with information about the BMS FOUNDATION and its activities.

4. Terms and Conditions. These are the general conditions that regulate the access, navigation and use of the Portal, as well as the responsibilities derived from the use of its contents (hereinafter "Contents" are understood to be the texts, graphics, drawings, designs, codes, software, photographs, music, videos, sounds, databases, images, expressions and information, as well as any other creation protected by national laws and international treaties on intellectual and industrial property). FUNDACIÓN BMS may establish specific conditions that regulate the use and/or contracting of specific services offered to Users through the Portal.

5. Ownership of the Contents. FUNDACIÓN BMS is the owner or licensee of the intellectual and industrial property rights of the Contents of the Website. All the names of services, products and works of art are protected by trademarks, registered trademarks and copyrights of their respective owners. Under no circumstances shall it be understood that access and browsing by the User implies a waiver, transmission, license or total or partial transfer of said rights by FUNDACIÓN BMS. No material published on this website may be reproduced, copied or published without the written consent of FUNDACIÓN BMS. All information received on the website, such as comments, suggestions or ideas, will be considered to be given to FUNDACIÓN BMS free of charge. Information that CANNOT be treated in this way should not be sent.

6. Privacy Policy. When it is necessary for the User to register or provide personal data in order to access any of the services, the collection and processing of the User's personal data shall be subject to the provisions of the Privacy Policy contained in the Portal.

7. Unauthorized users. The contracting of products and services through the Portal by persons who are incapable or under legal age is prohibited, and they must duly obtain prior consent from their parents, guardians or legal representatives, who will be held responsible for the acts carried out by the minors in their care, in accordance with current legislation.

8. Responsibility for use. The User assumes responsibility for the use of the Portal. In the event that in order to access the Contents or services provided by FUNDACIÓN BMS it is necessary to register, the User will be responsible for providing truthful and lawful information.

9. Commitment to appropriate use. The User undertakes to make appropriate use of the Contents and services that FUNDACIÓN BMS offers through the Portal and, including but not limited to, not to use them for:

- i. Engage in activities that are unlawful, illegal or contrary to good faith and public order;
- ii. Disseminate content or propaganda of a racist, xenophobic, pornographic or terrorist nature, or that violates human rights;
- iii. Cause damage to the physical and logical systems of FUNDACIÓN BMS, its suppliers or third parties, introduce or disseminate computer viruses or any other logical systems that may cause the aforementioned damage;
- iv. Attempt to access and, where appropriate, use the e-mail accounts of other Users and modify or manipulate them.
- v. Maintain a behavior or attitude that affects the honor and good image of the BMS FOUNDATION.

10. Non-assumption of responsibility. FUNDACIÓN BMS will not be responsible for the opinions expressed by users through comments, forums, chats, videos or other participation tools.

11. Responsibilities and guarantees. FUNDACIÓN BMS does not guarantee and is not responsible for: (i) the continuity of the contents of the Portal; (ii) the absence of errors in said contents or the correction of any defects that may occur; (iii) the absence of viruses and/or other harmful components in the Portal or in the server that supplies it; (iv) the invulnerability of the Portal and/or the impregnability of the security measures adopted therein; (v) the lack of usefulness or performance of the contents of the Portal; (vi) the damage or harm caused, to oneself or to a third party, by any person who infringes the conditions, rules and instructions that FUNDACIÓN BMS establishes in the Portal or through the violation of the Portal's security systems. Nevertheless, FUNDACIÓN BMS declares that it has adopted all necessary measures, within its possibilities and the state of technology, to guarantee the functioning of the Portal and to avoid the existence and transmission to Users of viruses and other harmful components.

12. Links to other websites. On the Portal, the User may find links to other websites through different buttons, links, banners, etc., which are managed by third parties. FUNDACIÓN BMS does not assume any type of responsibility for any aspect related to the web page to which a link is established from the Portal.

13. Links on other websites to the Portal. If any User, entity or website wishes to establish any type of link to the Portal, they must comply with the following conditions and requirements:

- i. The link must be absolute and complete it must take the User, by means of a click, to the URL address of FUNDACIÓN BMS itself and must completely cover the entire extension of the Portal's screen. Under no circumstances, unless expressly authorized in writing by FUNDACIÓN BMS, may the website that makes the link reproduce, in any way, the Portal, include it as part of its website or within one of its frames or create a browser on any of the pages of the Portal.
- ii. The page that establishes the link may not state in any way that FUNDACIÓN BMS has authorized such a link, unless FUNDACIÓN BMS has done so expressly and in writing. If the entity that makes the link from its page to the Portal wishes to include in its web page the brand, denomination, commercial name, label, logo, slogan or any other type of identifying element of FUNDACIÓN BMS and/or the Portal, it must first have the express written authorization of FUNDACIÓN BMS.

- iii. FUNDACIÓN BMS does not authorize the establishment of a link to the Portal from those web pages that manifestly promote hatred, contempt or discrimination for reasons of birth, race, sex, religion, nationality, opinion or any other personal or social circumstance and, in general, that contravene morality, public order or generally accepted social standards. FUNDACIÓN BMS does not assume any type of responsibility for any aspect related to the web page that establishes the link to the Portal, specifically, but not limited to, its operation, access, data, information, files, quality and reliability of its products and services, its own links and/or any of its contents, in general.

14. Services provided by third parties through the Portal. FUNDACIÓN BMS does not guarantee the legality, reliability and usefulness of the services provided by third parties through this page or those on which FUNDACIÓN BMS only acts as an advertising channel or intermediary service provider. FUNDACIÓN BMS shall not be liable for damages of any kind caused by the services provided by third parties through this page, and in particular, by way of example, those caused by:

- i. failure to comply with the law, morality or public order;
- ii. the incorporation of viruses or any other computer code, file or program that may damage, interrupt or impede the normal functioning of any software, hardware or telecommunications equipment.
- iii. the infringement of intellectual and industrial property rights, business secrets, contractual commitments of any kind.
- iv. the carrying out of acts that constitute illicit, misleading or unfair advertising and, in general, that constitute unfair competition;
- v. the lack of truthfulness, accuracy, quality, relevance and/or timeliness of the content transmitted, disseminated, stored, received, obtained, made available or accessible;
- vi. infringement of the rights to honor, personal and family privacy and the image of persons or, in general, any type of third party rights;
- vii. inadequacy for any kind of purpose and the disappointment of the expectations generated, or the vices and defects that may be generated in the relationship with third parties;
- viii. the non-fulfilment, delay in fulfilment, defective fulfilment or termination for any reason of the obligations contracted by third parties and contracts made with third parties.

15. Services provided by FUNDACIÓN BMS through the Portal. FUNDACIÓN BMS promotes and advertises through the Portal services and activities, and, where appropriate, offers Users the possibility of making reservations through the Portal. The use and reservation of the Services shall be subject to the conditions, exclusions and limitations applicable to said Services.

16. Duration and modification. FUNDACIÓN BMS may modify the terms and conditions stipulated herein, totally or partially, by publishing any change in the same form in which these general conditions appear or through any type of communication addressed to Users. The temporary validity of these general conditions coincides, therefore, with the time of their publication, until they are totally or partially modified, at which time the modified general conditions will come into force. Regardless of the above, FUNDACIÓN BMS may terminate, suspend or interrupt, at any time without prior notice, access to the contents of the page, without the User being able to claim any compensation whatsoever. After such termination, the prohibitions on the use of the contents set out above in these general terms and conditions shall remain in force.

17. Jurisdiction. The relations established between FUNDACIÓN BMS and the User shall be governed by the provisions of the regulations in force regarding the applicable legislation and competent jurisdiction. However, for those cases in which the regulations foresee the possibility of the parties submitting to a jurisdiction, FUNDACIÓN BMS and the User, expressly waiving any other jurisdiction that may correspond to them, submit to the Courts and Tribunals of Palma de Mallorca.