

## **LEGAL NOTICES**

In compliance with Act 34/2002 on Information Society and E-Commerce Services in Spain, we

hereby inform you that this Website is the property of INMOBILIARIA Y PROYECTOS S.L. hereinafter RESTAURANTE SANTA CLARA, with registered office at C/Pedro i Pons, no. 9-11, 4º, 1ª, Post Code 08034,

Barcelona, with Tax Identification Code number B08155236 and registered in the Mercantile Registry of Barcelona with the following particulars: Mercantile Registry of Barcelona, Volume 41347, Folio: 193, Page B-38968, 22 entry. For any queries or proposals, contact us at the e-mail [santaclara@santaclararestaurante.com](mailto:santaclara@santaclararestaurante.com), or by calling (+34) 93 206 99 00.

This Website is governed by legislation exclusively applicable in Spain, and both Spanish nationals and foreigners who use this Website are subject to it.

Access to our Website by the USER is free and is subject to the prior reading and full, express and

unreserved acceptance of these GENERAL CONDITIONS OF USE in force at the time of access,

which we ask you to read carefully. By using our portal, its contents or services, the USER accepts

and expressly submits to the general conditions of use thereof.

If the user disagrees with these conditions of use, he/she must refrain from using this portal and from operating with it. At any time we may modify the presentation and layout of our Website, extend or reduce services, and even suppress the Website from Internet, together with the services and contents provided, all the foregoing unilaterally and without prior notice.

### **A. INTELLECTUAL PROPERTY**

All contents, texts, images and source codes are the property of SANTA CLARA RESTAURANTE or of

third parties from whom exploitation rights have been acquired, and are protected by Intellectual Property rights.

The user is only entitled to a private use thereof, not for profit, and needs the express authorization of SANTA CLARA RESTAURANTE and/or the holder of the rights in order to modify,

reproduce, exploit or distribute them or any right belonging to the owner. The establishment of links to our portal does not grant any right thereto, and is authorized exclusively to allow access to our website, and the total or partial reproduction of images and contents of our portal on other websites is prohibited. Furthermore, the mere fact of establishing a link to our website does not grant the right to the category of collaborator or partner of SANTA CLARA RESTAURANTE. The total or partial imitation of our portal is totally prohibited.

### **B. CONDITIONS OF ACCESS**

Access to our Website is free and does not require prior subscription or registration. However, SANTA CLARA RESTAURANTE reserves the right to offer services that require prior registration by the

user. In any case, such services will be duly identified on the Website, with easy indications for registration. The user must access our Website in good faith, in accordance with rules of public

order, and these General Conditions of use. Access to our Website is at the user's own and exclusively liability, and the user shall be liable for any damages he/she causes to third parties or to us.

The user is expressly prohibited from using and obtaining the services and contents offered on this website through procedures other than those established in these conditions of use, and as the case may be in the particular conditions that regulate the acquisition of certain services.

Taking into account the impossibility of control with regard to information, contents and services contained by other websites to which access may be obtained through the links that our website makes available to you, we inform you that SANTA CLARA RESTAURANTE is released from

any liability for damages of any kind that may derive from the use of these websites unrelated to our company by the user. SANTA CLARA RESTAURANTE reserves the right to exercise the pertinent

legal actions against USERS who breach these general conditions of use, and the USER accepts that the failure to initiate such actions does not constitute a formal waiver thereof, but that such actions shall remain in force until the breaches have become statute-barred.

### **C. PERSONAL DATA PROTECTION**

Confidentiality, professional secrecy and security are essential values of SANTA CLARA RESTAURANTE which undertakes the commitment to guarantee the user's or visitor's privacy at all times, and in

all interactions with the former. SANTA CLARA RESTAURANTE also undertakes not to gather

unnecessary information on the User. We also undertake to treat any personal information the User may provide through our website with extreme diligence.

In accordance with Personal Data Protection Act 15/1999 (LOPD), and Royal Decree 1720/2007 elaborating on the LOPD, we hereby inform you that the use of certain services on our website requires that you provide us with certain personal data using the registration forms or by sending e-mails, and that such data will be processed and included in the files of SANTA CLARA RESTAURANTE, owner and controller thereof. The sending of personal data constitutes express

consent to the processing thereof, although such consent is revocable and without retroactive effects. Furthermore, we inform you that to safeguard the security of your personal data, the technical and organization security measures demanded by Royal Decree 1720/2000 regulating the regulations on security measures for files containing personal data shall be applied.

Use of your personal data.

The data we ask you for are the adequate, pertinent and strictly necessary data for the purpose for which they are compiled, and you are not bound under any circumstances to provide them to us. You further certify that all the data you provide us are accurate, true and pertinent for the purpose for which we ask for them. Our Website collects your personal data by receiving various forms and through e-mail where you can ask us or any type of information, clarification or query.

The sending of such e-mails implies your authorization to include your data in our files, if SANTA CLARA RESTAURANTE considers it advisable, and such files will be regulated by these privacy

policies. Your data will be included in our data-processing files. Furthermore, in order to

participate in the competitions and promotions presented on this website, children under the age of 14 must obtain the prior permission of their parents, guardians or legal representatives. To do so they must provide their full name, e-mail and National Identity Document so that we can request their authorization for the necessary data processing in order to manage participation in the competition. Full responsibility in determining the specific contents and services which minors access lies with the adults who are responsible for them. The COMPANY reserves the right to decide whether or not to include their personal data in its files.

Reception of CVs.

If sending us your curriculum vitae, by virtue of the Personal Data Protection Act we hereby inform you that your personal data will be included in our files, for the purpose of having your CV in order to carry out personnel selection processes if your professional profile matches our needs. Until you expressly cancel your personal data in our files, we understand that you continue to be interested in forming part of them for future selection processes. In order to keep our files of personal data up to date, please inform us of any change or modification.

Rights of access, rectification, cancellation and objection in respect of your personal data.

At any time you may exercise your legal rights of access, rectification, cancellation and objection by sending a signed, written request to SANTA CLARA RESTAURANTE at the address C/Pedro i Pons, n°

9-11, 4º, 1ª, CP 08034, Barcelona, or by sending an e-mail to [santaclara@santaclararestaurante.com](mailto:santaclara@santaclararestaurante.com)

Data communication. HOTEL SANTA CLARA RESTAURANTE informs you that your data are processed confidentially and are used exclusively within our company and for the purposes indicated. Accordingly, we do not assign or communicate your data to any third parties, except in the cases established by law or when the USER expressly authorizes us to do so.

Security of your personal data.

In order to safeguard the security of your personal data, we inform you that SANTA CLARA RESTAURANTE has adopted all the necessary technical and organizational measures to guarantee the

security of the personal data provided from alteration, loss, unauthorized processing or access, as required by Royal Decree 1720/2007 regulating the regulations on security measures for files that contain personal data.

Updating your data.

So that we can keep your personal data up-to-date, it is important that you always inform us whenever there has been any change in them, otherwise we are not liable for the veracity of your data. We consider that if you do not cancel your personal data in our files expressly, you continue to be interested in being included in our files until SANTA CLARA RESTAURANTE considers it

appropriate and while adequate for the purpose for which they were obtained.

SANTA CLARA RESTAURANTE is not responsible for the privacy policy in respect of any personal data

you may provide to third parties through the links available on our website. SANTA CLARA RESTAURANTE may modify these privacy policies to adapt them to any modifications made to our

website, and to any modifications in legislation or case law on personal data that emerge, and therefore they should be read every time you provide us with your data through this Website.

For any questions concerning the Personal Data Protection Policy, you may contact us as indicated above.

#### **D. LIABILITIES**

By making this Website available to the user, we wish to offer you a whole series of quality contents and services, using the utmost diligence in the provision thereof and in the technological media use. However, we will not be liable for the presence of viruses or other elements that may in any way damage the user's computer system.

The USER is prohibited from any type of action on our portal that causes an excessive overload on the operation of our computer system, and from introducing viruses or installing robots or software that alters the normal operation of our website, or that may cause damage to our computer systems. The user undertakes all responsibility deriving from the use of our website, and shall be solely liable for any direct or indirect effect on the website that may arise, including but not limited to any adverse economic, technical and/or legal result, as well as failure to meet the expectations generated by our portal, and the user undertakes to hold SANTA CLARA RESTAURANTE harmless from any claims deriving directly or indirectly from such events. SANTA CLARA RESTAURANTE is released from liability for any claim in respect of intellectual property

rights on the articles and images published on its portal, and does not warrant the accuracy, veracity and current validity of the contents of this website, whether its own or of third parties, linkable to other websites, and is fully released from any liability deriving from the use thereof. SANTA CLARA RESTAURANTE is released from any liability deriving from any claim, including payment

of fees to lawyers, in respect of actions and claims brought by third parties due to breach by the USER of our conditions of use, access and privacy policy, or any other claim on account of breach

of ruling legislation. The USER acknowledges that he/she has understood all the information relating to the conditions of use of our portal, and acknowledges that they are sufficient for the exclusion of any error therein, and therefore expressly accepts them in full. The USER is fully aware that merely browsing on this website, and using its services, implies acceptance of these conditions of use.

All matters relating to our website are governed exclusively by Spanish law. In the event of any type of discrepancy or difference between the parties in relation to the interpretation and content of this website, all the parties submit to the Judges and Courts of the city where the head office is located, as indicated above, expressly waiving any other venue. For any matter relating to the Conditions of Use of our website, you may contact us at the address, telephone number and e-mail address indicated above.