



# TERMS OF SERVICE AND CONDITIONS OF USE

## Legal Notice

Pikolinos Intercontinental, S.A. and Pikolinos S.L., hereinafter Pikolinos, are owners of the website [www.pikolinos.com](http://www.pikolinos.com) (hereinafter, the "Website" or the "Site"), and other web pages with the same address but with generic domains of a higher gTLD level and domain names corresponding to country codes or ccTLD. In compliance with the duty of identification required by Article 10 of Law 34/2002 of 11 July on services in the information society and electronic commerce, the following identification data are provided: the company owning the website is Pikolinos Intercontinental, S.A. with CIF A-53238713, entered in the Companies Register of Alicante in Volume 2067, section 8, Folio 16, sheet 45341; and Pikolinos, S.L., with CIF B-03149200, entered in the Companies Register of Alicante in Volume 693 General, Book 279 of section 2 of companies, folio 8, sheet number 7,649, entry 1, with registered office on c/ Galileo Galilei, 2 - Elche Parque Industrial - 03203 Elche (Alicante) Spain, entered in the Companies Register of Alicante, Volume 2067, section 8, Folio 16, sheet 45341. Any notifications must be made to the following contact e-mail: [info@pikolinos.com](mailto:info@pikolinos.com).

## General Conditions of Use

These general conditions regulate the use of the Pikolinos Website, to which access is via the main address [www.pikolinos.com](http://www.pikolinos.com), as well as through all the usual addresses that allow direct access to some of the sections or web pages belonging to the Website.

### Purpose of the Website

The purpose of this Website is to provide commercial information services on the products and services of the company Pikolinos. Access to and navigation on the Website are free, although the purchase of products involves payment of a price, as well as acceptance of specific conditions.

### Users

Any natural person of legal age or legal entity under Spanish law accessing and/or using the Pikolinos website is considered a user. Use of or access to this site implies knowledge and full acceptance of these General Conditions and any other conditions that may be established by Pikolinos in the future. Each visitor or user is therefore required to read the current General Conditions of Use on each access to this Website. If you do not agree with one or all of the following terms you should not access the Website and/or use the contents and/or services available. In any event, by accessing the site you accept the general conditions of the contract.

### Use of the Website

This Website provides access to information, services, programs and data, hereinafter the "Internet content".

This website provides users with access to and use of various services and content made available for them by Pikolinos or third parties.

As a user you access the Website at your own risk and assume responsibility for it.

You undertake to use the website and the contents and/or services incorporated into it diligently and correctly, for strictly personal, private and non-commercial purposes.

In addition, by the simple fact of accessing the Website, you agree to the following:

- Not to use the Website to engage in activities contrary to the law, fundamental rights, morals, proper accepted customs or established public order, or for purposes or results that are illegal, prohibited or contrary to the rights and interests of third parties, including the dissemination of or association with websites whose content is obscene, xenophobic, racist, pornographic, supports terrorism or is contrary to human rights; Pikolinos not accepting any liability that may result from the above.
- It is expressly prohibited for users to authorise to third parties the total or partial use of the Website, or to introduce and/or incorporate the contents and/or services included in it as or into their own business activity.
- It is expressly prohibited to use or apply any technical, logical or technological resources by which users may benefit, directly or indirectly, whether for profit or not, from the unauthorised use of the contents and/or services of the Website as such.
- You undertake not to use the contents and services in any way that may harm, render useless, overload or deteriorate the Website, or prevent its normal use or enjoyment by other users.
- Not to cause damage to the website or the IT systems of its suppliers or third parties.
- Not to collect data or content for advertising purposes.
- Periodically to review the General Conditions of Use or any other applicable conditions, checking for changes that may have been made to any of them.
- To check any notifications that may be sent by Pikolinos, given that they may include important information.
- Not to use the Website for commercial purposes; for example, by collecting information or content in order to provide other services that may represent obvious competition for Pikolinos.
- Not to modify or try to modify the Website in any way, or to carry out actions or use means designed to simulate its appearance or functions.
- Not to carry out any action that involves the introduction of computer viruses, worms, Trojans or any other kind of malicious code designed to interrupt, destroy or limit the Website functionalities.
- Not to use inverse engineering techniques and/or decipher, decompile or use any other system designed to discover the source code of the Website or of any other element subject to copyright or underlying intellectual property rights.
- Not to damage, disable, overload or impede the service (or network or networks connected to the service), or interfere with the use and enjoyment of the Website.
- In any case, not to carry out any actions that may infringe the rights or interests of Pikolinos or third parties, such as, for example, intellectual property or industrial rights (patents, brand names, copyright, commercial secrets, etc.).

## Special Registration Conditions

The Special Registration Conditions included here are entered into by Pikolinos, as owner responsible for the Website, and the user (hereinafter the registered user) that accesses the Website and completes all the steps required there for registration, among them the acceptance of these Special Registration Conditions.

These Special Registration Conditions shall be understood as accepted by the registered user on clicking the corresponding verification box during the registration process on the Website.

To complete registration, you will have to provide information on yourself, together with a password, which must be duly stored by you as registered user on a form you must fill in and send, following acceptance of these Special Registration Conditions and the Privacy Policy.

On completing the registration form and becoming a registered user, you must agree to comply with the following:

- Not to register using deliberately false or inaccurate data or by stealing the identity of a third party.
- Only to use the account registered in your name, and not to use the accounts of third parties without their prior and express agreement.
- Not to sell, make commercial use of or transfer the account to third parties.
- To be the sole party responsible for any of the activities carried out from the account, which must be kept duly updated at all times.
- To ensure the strict confidentiality of data and access codes, given that you assume liability for any damage that may result from the breach of such confidentiality.
- To be liable for any damage you suffer or that may be suffered by third parties as a result of a breach of these Special Registration Conditions, or any other conditions applicable, such as the General Conditions of Use or the General Conditions of Purchase.

Pikolinos is not liable for any unauthorised access to the contents if a Registered User has registered using deliberately false or inaccurate data on age.

Pikolinos reserves the right to block or delete your account if a breach of the conditions set out here, or of any other general conditions that may be applicable, is particularly serious or repeated.

You may modify your account data or cancel the account at any time through the account configuration options on the Website.

## **Product**

This website only shows designs representing Pikolinos collections. Not all the designs are reflected on the website. Not all the products shown on this website are or shall be available in all the establishments of its clients or distributors. The availability of designs on the [www.pikolinos.com](http://www.pikolinos.com) website is subject to availability at each retailer, distributor or specific point of sale. The style, design and colours of the products shown on this site may be modified without prior warning. The designs may also be cancelled or removed from the catalogue without prior warning.

## **Modifications**

Pikolinos reserves the right to make any modifications it may consider appropriate on its Website without prior warning, and may change, remove or add contents or services provided through the Website, as well as the form in which they are presented or located on their sites. In any event, these General Conditions of Use shall be valid until publication of any new ones.

## Denial of access

In any event, Pikolinos reserves the right to refuse or withdraw access to its websites and/or services offered to users that breach conditions of use, without the need for prior warning, either by its own decision or at the request of a third party.

## Privacy and Cookie Policy

The collection of personal data through the Website and its treatment by Pikolinos is regulated by a specific Privacy Policy to which the users may have access by clicking on [\[here http://www.pikolinos.com/es-es/policy\]](http://www.pikolinos.com/es-es/policy)

Cookies allow customisation and help users navigate the website. Cookies are only linked to users and their computers anonymously. They do not provide references that allow a user's personal data to be obtained. Pikolinos may use cookies on its website, allowing you to configure your navigator to warn you when cookies are established, and you may refuse their installation if you are not interested.

## Policy on links

Any persons who wish to establish a link between their web page and the Pikolinos website must comply with the following conditions: Users may not reproduce or imitate the content of this website either fully or in part. The use of frames or inline links to Pikolinos website is not permitted. If a link is created it must be to the home page. Deep links are not permitted. The website on which the link is established may not contain illegal information or content contrary to morals, fundamental rights, proper customs or public order. The provisions of the section on Prohibited User of the Portal are applicable. Links to pages that host contents or provide services that are contrary to the rights of third parties are also not permitted. No false, inaccurate or demeaning statements or suggestions may be made on the Website. It may not be stated or given to understand that Pikolinos or any of the companies in the Pikolinos group collaborates with, is a partner, or has supervised or accepts in any way the contents or services offered or made available on the website from which the link is established.

If links or hyperlinks are established on the Website to other Internet sites, Pikolinos will not exercise any type of control over these sites and contents, nor approve or review its functions, advertising or in general the information included in such pages. For this reason, Pikolinos may in no case assume any liability for any of the contents or correct operation of any link belonging to the Website, other than the consequences or damage that may result from access to them, and does not therefore guarantee the quality, accessibility, reliability, accuracy, truthfulness or legality of any type of material or information contained in these websites.

Users who access the links do so at their own risk, accepting the external nature of these contents and the inability of Pikolinos to guarantee that there are no threats, malware or viruses, illegal content or other links that in turn lead to sites with one or more of the said characteristics. In no case is there any association between the Pikolinos website and the external linked pages.

## Exclusion of Liability

Pikolinos is in no case liable damage of any kind that may be caused by the following, but not limited to them: errors or omissions in the contents; lack of availability of the portal; or the transmission of viruses or malicious or damaging programs in the contents, despite having adopted the normal Internet security measures and standards for preventing them. This website will be shown "as-is", according to the availability and limitations in place at any time.

Forums and discussions: Pikolinos shall not be liable for any statements or opinions that may be expressed in the different permanent forums, newsletters or occasional chats that may be held within this Website. However, it will at all times aim to use of these mechanisms or services correctly, and to ensure maximum respect for the dignity of persons and freedom of expression, as supported by the Spanish Constitution. It shall always reserve the right to refuse or delete the any entries that include contents that are illegal or that it considers unsuitable, without the need for justification or explanation, as soon as it has effective knowledge of them, although it does not check them or analyse them in advance. Users of these services must avoid any type of false, abusive, obscene or threatening statements, or statements that infringe current law in any way. They must show respect to third parties, whether or not they are participants or not in forums or discussion groups.

Information: Information, whether own or third party, that appears on this Website is provided "as is", with no guarantees of any kind in terms of being accurate or up to date. Pikolinos is therefore liable for any damage that may be caused by its use. Pikolinos undertakes to do everything possible to prevent illegal content from being on the Website, and if it has any actual knowledge of such content, to delete it or prevent access to it. However, it does not guarantee the legality of content supplied on the basis of information supplied by third-party providers, collaborators or users.

Errors: in relation to what has been mentioned in the above paragraph, the documents published may contain technical inconsistencies or involuntary typographical errors, which Pikolinos will correct as quickly as possible. Pikolinos is grateful for any comments, corrections or suggestions in this respect, which users may submit to [info@pikolinos.com](mailto:info@pikolinos.com).

Minors: Pikolinos does not accept responsibility for any possible damage that use of the services by minors may cause. Parents and legal representatives must be considered responsible for all the actions carried out by minors in their charge.

Privacy: Pikolinos does not guarantee absolute privacy in the use of this Site, as the possibility that unauthorised third parties may know about such use and the circumstances in which it is carried out may not be ruled out.

Technical failures: Pikolinos shall not be liable for any improper operation of the Site or any of its services that originate with an accidental circumstance, such as the unavailability of the portal, force majeure, necessary maintenance work or any other cause that is not imputable to it.

Pikolinos does not accept any liability that may derive from the misuse of the Website, or for the breach of obligations or commitments assumed under these General Conditions of Use, or any other conditions that may be applicable.

In general, neither Pikolinos nor its collaborators may be held liable in case of loss of earnings or consequential damage for any reason.

## **Indemnity**

If Pikolinos suffers any type of damage, losses or costs (including lawyers' and court agent fees) as a result of a breach by the user of these General Conditions of Use, or any other conditions applicable, the user shall be obliged to compensate Pikolinos.

This will also be the case if as a result of a breach by the user claims are made by third parties against Pikolinos, in which case the third party shall hold Pikolinos harmless, and Pikolinos may claim against the user any expenses, costs or damages derived from its actions.

## **Industrial and Intellectual Property**

This Website, as well as content, designs, brands and services that integrate it are the property of or controlled by Pikolinos, and are protected to an unlimited extent by the Spanish industrial and intellectual property laws, as well as any international treaties that may be applicable. Pikolinos Intercontinental, S.A. Is the exclusive owner itself or as a licensee of all similar intellectual property and industrial property rights to the Website contents. Pikolinos and any of the companies in the Pikolinos group also reserve all rights to the contents, services or elements that it owns and that are incorporated into the Website. All the rights are reserved and pursuant to the Intellectual Property Law the following are expressly prohibited: the reproduction, distribution and public communication, of all or part of the content of this website, including the form in which is provided, for the purpose of commercial activity or advertising, in any format and by any technical means, without the express authorisation of Pikolinos. The users undertake to respect the intellectual and industrial property rights that are owned by Pikolinos or any of the companies in the Pikolinos group.

If you detect any infringement of the intellectual property and/or industrial property rights on the Website, please send us an e-mail to [info@pikolinos.com](mailto:info@pikolinos.com) as soon as possible.

Through the Website Pikolinos also allows photographs to be shared in the “Pikolinos around the world” section with the aim of showing where its followers are. If you do so, as well as accepting the Privacy Policy, you will be granting Pikolinos a non-exclusive concession for the reproduction, public communication (provision) and transformation of the photograph for the purpose of publishing it on the Website and the Internet in general, and authorise us to use your image. You may not include third parties in the images without their prior consent, as we will apply the same conditions. You must therefore guarantee that you have the necessary rights and authorisation of third parties. If you do not, we will not be liable for any resulting claims.

## **Termination and Modification of the Site**

Although in principle the duration of this Site is indefinite, Pikolinos reserves the right to modify, suspend or consider the provision of its services or contents terminated in whole or in part, at any time and without the need for any notice to the users. At the same time, the information, presentation and services offered on this Website may be subject by Pikolinos to periodic or one-off changes. Such changes may be freely made by Pikolinos without the need to notify the users.

## **Saving clause and interpretation**

These General Conditions of Use constitute an agreement between the user and Pikolinos.

If the competent authority declares a provision is illegal, invalid or not executable, this provision must be interpreted in the way that is closest to the original intent of the provision. However, this declaration with respect to one or more of the clauses shall not affect the validity of the remaining ones.

If Pikolinos does not comply strictly with one of the terms of these General Conditions of Use, it does not constitute, nor in any case may it be interpreted to be, a waiver of possible demand for compliance in the future.

## **Language**

The language applicable to these General Conditions of Use is Spanish. The English version offered is for convenience only, as assistance to the user. The user therefore expressly accepts that these conditions are governed by their Spanish version.

If there is any conflict between the Spanish version of these General Conditions of Use and their translation, the Spanish version shall in all cases prevail.

## **Applicable Law and Jurisdiction**

The relation between Pikolinos (whether Pikolinos Intercontinental, S.A. or Pikolinos, S.L.) and the users shall be governed by Spanish law. Any conflicts shall be subject to:

- The courts of the city of Elche; or if there are no commercial courts in the city of Elche, the courts of Alicante shall have jurisdiction if the user is a business.
- The courts of the city of residence of the user, if the user is an individual consumer, in accordance with current law.



