

# LEGAL NOTICE.

## 1. Scope and general information.

The terms and conditions set forth hereunder shall govern the access to, navigation and use of the website [www.thegearing.com](http://www.thegearing.com) (hereinafter, the website) which is owned and it is administered by ANTARUXA SL, (hereinafter, ANTARUXA).

ANTARUXA SL is a Spanish company with social residence in the street Comandante Fontanes, 7, Bajo 2A, 15003, A Coruña, further having the following fiscal residence and for notification purposes in the Avenida de los Mallos, 46, 4º, 15007, A Coruña.

ANTARUXA SL is registered in the Commercial Registry of A Coruña Volume 2,995 of the archive, general section, sheet 204, page number C-36547 registration 1º.

ANTARUXA SL Tax Identification Number: B70003140.

Contact email: [antaruxa@antaruxa.com](mailto:antaruxa@antaruxa.com).

Access to the website is free of charge and implies the acceptance of the terms and conditions included in this legal notice.

## 2. Purpose.

Any person accessing this website assumes the role of user, and he is committed to the observance and strict enforcement of the provisions herein, as well as any other provision of law which may be applicable.

ANTARUXA is responsible and owner of the website and offers users this document that aims to fulfil the obligations under the [Organic Law 15/1999 of 13 December on the Protection of Personal Data](#) (LOPD) and to the [Act 34/2002 of 11 July on Information Society Services and Electronic Commerce](#) (LSSI-CE) and inform all users as to what are the conditions of use of the website.

### **3. Intellectual and industrial property rights.**

ANTARUXA is the owner, or at least has the necessary license on all intellectual and industrial property exploitation rights of the website, those elements forming the visual appearance, its contents including all pictures, videos, audios, documents, graphics, drawings, as well as the trademarks, logotypes, commercial names or any other distinctive signs, technology, texts, links, recordings, photographs, software, computer programs or databases that are included in the website. Except for all those elements, which could be property of third parties, as well as clients, collaborators or other companies, which are used under express authorization or recognition of authorship and/or participation in the creation of the material, service or product by ANTARUXA, its trade name "THE GEARING" or any of its partners, collaborators or staff, being in any case exclusive property of their rightful owners. Therefore, it is recognized and collected the option of the owners of such material to carry out any modification, rectification and/or removal of any element of their property.

A user's access and navigation on the website shall in no event imply a total or partial withdrawal, transfer or licensing of the aforementioned rights, neither those which are owned by ANTARUXA nor those that may be owned by third parties.

It is absolutely forbidden to modify, copy, reuse, exploit, reproduce, make available to the public, make secondary or subsequent publications, upload files, send by email, transfer, use, treat or distribute in any way (in whole or in part) the contents included in the website, regardless of whether they are for public, private or commercial use, excepting that express written permission has been given by ANTARUXA, or when applicable, the third parties rights holder.

### **4. Liabilities.**

#### **4.1. Operating the website and its services.**

ANTARUXA does not warrant the availability, level of quality, interfacing and functioning of the website, and continuity of the website and its contents. When possible, ANTARUXA shall notify in advance of interruptions, suspensions or discontinuances on the website, its content and/or services.

ANTARUXA shall not be liable for any damages or prejudices of any kind relating to the unavailability or the continuity of the website and/or its contents, its lack of updating or any failure to access the website, as well as the existence of viruses or other elements in the content, which could produce alterations in the computer system (software and/or hardware), in the electronic documents and indexes stored in the computer system of the user of the website.

The user is aware of, and voluntarily accepts, that use of the website, the services and the content takes places, in all cases, at his or her risk, for which reason the user shall adopt all measures necessary for the purposes of minimizing the potential risks, including any security measures which may be necessary to guarantee anti-virus and data recovery procedures.

Unless law expressly dictates otherwise and exclusively insofar as this imposed, ANTARUXA neither guarantees nor assumes any responsibility whatsoever in respect of access to and use of the website and its content and/or the services incorporated therein.

The website uses cookies (small information files that the server sends to the computer to access the page) to bring about certain functions that are considered essential for the correct functioning and visualization of the website. The cookies used on the website have temporary nature for the sole purpose of making the more efficient onward transmission and they disappear when the user ends the session. Under no circumstances are the cookies used to collect personal information. In any case, the user reserves the right to prevent their use as stated in section 8 (cookies policy) of this document.

#### **4.2. Use of the website and its contents.**

The user hereby agrees to use the website and the content and the services incorporated therein in a diligent and correct manner. ANTARUXA does not control the use of the website made by the users and, therefore, does not warrant such use to be made according to law, this legal notice or any other particular condition set forth by ANTARUXA, therefore, the company (ANTARUXA) is not liable for any damages or prejudices of any kind arising as a consequence of the misuse of the website by the users.

#### **4.3. Own contents.**

ANTARUXA provides in good faith all contents included in the website by using information obtained from its own sources or from third parties. Based on the foregoing and on the amount of information that can be accessed through the website, ANTARUXA does not warrant the total

accuracy or updating of the data and texts available, although it makes reasonable efforts to make it possible.

ANTARUXA does not warrant the suitability of the website for any particular activity or the suitability of the contents for any particular purposes; as a result of this, access to the website and use of the information and contents contained therein is made only and exclusively under the user's responsibility.

#### **4.4. Third parties contents.**

ANTARUXA is not liable in any case, directly or indirectly, for any content, information, communication, point of view or statement of any kind that users, any third person, entity or company may issue and communicate, broadcast, transmit or show through the website.

#### **4.5. Contents and services residing off the website.**

The website makes technical link devices available to the users, as well as links, directories or search tools that allow access to websites managed by third parties. ANTARUXA does not exercise any ownership on them and does not commercialize or offer their contents or services. Therefore, ANTARUXA does not assume any liability of any kind, whether direct, indirect or subsidiary, with regard to the aforementioned websites and their contents. In any case, ANTARUXA states that, immediately, it will proceed to remove any content that could violate national or international laws, morality or public order, proceeding to the immediate withdrawal of the redirection to said website, notifying about the content to the competent authority. If the user considers that any content that could be susceptible of this classification exists on the website, please notify the website administrator immediately.

To place any kind of link in the website, the interested parties will have had to previously petition ANTARUXA for an express and written authorization.

ANTARUXA reserves the right to withdraw, unilaterally and at any given time, the links which appear on its website.

Any link providing access to specific contents or services offered by ANTARUXA ("deep linking") is expressly forbidden.

## **5. Privacy policy and data protection.**

According to the [Organic Law 15/1999 of 13 December on the Protection of Personal Data](#) (LOPD) and to the [Act 34/2002 of 11 July on Information Society Services and Electronic Commerce](#) (LSSI-CE), ANTARUXA communicates to the users its data protection and privacy policy:

ANTARUXA does not collect any personal or private data from users through the website or through any of the services offered. The only data that could be collected would have statistical and usage purposes of the website. This point is explained in section 8 of this document (cookies policy). These data are not saved, cannot be associated to any particular person and would always be treated confidentially, with the sole purpose of providing the services requested by the user and always with his/her previous approval.

## **6. Duration and modification of the present legal notice.**

ANTARUXA may change, modify or renovate this legal notice at any time, by replacing, removing or modifying the terms and conditions with new applicable ones. Using the website after the implementation of changes implies acceptance of those changes. New terms and conditions on the legal notice will be effective when posted on the website.

## **7. Assignment.**

The user may not assign, transfer, encumber or subrogate in favor of third parties, the rights and obligations set forth in the terms and conditions or, if this is the case, in the particular conditions.

ANTARUXA may assign, transfer encumber or subrogate in favor of third parties, totally or partially, the rights and obligations assumed pursuant to the contractual relationship, to any third party, it being understood hereby that the user grants sufficient authorization to this effect.

## **8. Cookies policy.**

ANTARUXA uses cookies to improve the user experience on the website and to measure and analyze the behavior of users within the website.

ANTARUXA has access to some of those data for the purpose of measuring and analyzing the visits to the website and each of its sections. Nevertheless, the information collected is not saved, is totally anonymous, and in no event can it be associated to a particular and identified user.

The cookies will not be set up on the computer until the user consents its use and installation. Authorization or permission to being installed and used is understood at the moment of carrying out any of the actions below:

- When the user accepts the cookies policy and their use through the floating window that appears as a warning about the cookies policy.
- When the user scrolls down on the website.
- When the user clicks on any hyperlink of the website.

Additionally, the user accepts the use of cookies and of files tracking IP addresses in order to enable AN TARUXA to collect data for statistical purposes, such as date of the first visit, number of times that the user has visited the website, date of last visit, URL and domain from which the user has come, browser used and screen resolution among others.

ANTARUXA uses Google Analytics to access statistics but could include some other cookies by technical issues for the proper functioning of the website, such as a built-in search engine.

In any event, the user may prevent the installation of cookies or delete the ones that had already been installed, through the configuration of his/her browser, as well as through the use of specific applications. However, disabling cookies may impair the normal functioning of the website, AN TARUXA not being responsible of this fact. If you have any questions about our cookie policy, you may contact AN TARUXA through the contact email provided in section 1 (scope and general information).

## **9. Governing law.**

This legal notice and the resolution of all disputes or issues that may arise with the website or the activities developed within it, between the user and AN TARUXA shall apply according to the Spanish legislation, to which both parties are expressly subject. The resolution of all disputes

arising from or related to the use of the website will be carried out in accordance with the judges and courts of A Coruña, Spain, expressly waiving their right to any other jurisdiction.