

## LEGAL NOTICE

In accordance with Articles 10 and 11 of Law 34/2002, dated 11 July, regulating information society and electronic commerce services, users and visitors can read the legal information related to the owner of the website at WWW.SEASAFEMALLORCA.COM

### OWNER OF THE WEBSITE

Corporate name: SEASAFE S.L.

Tax ID: B57718108

Address: C/ ALICANTE Nº3 07180 SANTA PONÇA, BALEARES

Email address: info@seasafemallorca.com

Telephone: 971695507

REGISTERED IN THE ILLES BALEARS TRADE REGISTER UNDER VOLUME 2467, FOLIO 205, SHEET PM 67949, SECTION 8.

ACTIVITY: NAUTICAL SERVICES

The following terms of service must be accepted in order to browse this website as a visitor or to register and access the services offered by WWW.SEASAFEMALLORCA.COM:

- A) The user and the person browsing accept these terms and conditions of service.
- B) Any user or person browsing that does not accept these terms and conditions will not be able to use this website or access the services offered by SEASAFE S.L.

### PROPER USE OF THE WEBSITE

- a) These Terms and Conditions of Use regulate the access and use of the website at WWW. SEASAFEMALLORCA.COM. The use of this website confers to you user status thereof from the time that you access and browse the website. Users expressly agree to these general terms and conditions from the time they access any of its content. Users accept the terms and conditions applicable to the different services offered by the company on the website being accessed.
- b) SEASAFE S.L. provides Users with access and use of different information and services through the website.
- c) The user must be of legal age to use the services of the Web WWW.SEASAFEMALLORCA.COM. Minors under 18 years of age may only use the WWW.SEASAFEMALLORCA.COM Web Services under the supervision of a parent or legal guardian.
- d) The website is free for Users. Users agree to use the website in accordance with Law, with the provisions of these General terms and conditions, as well as morality and generally accepted proper conduct and public order.
- e) The provision of the services and access to information on the website does not generally require users to subscribe or register in advance. However, SEASAFE S.L. requires users to complete the corresponding registration or data collection form as a condition to use some of the Services. This registration shall take place in the manner expressly indicated in the service itself or in the Special terms and conditions that may regulate said service.
- f) Users must use the WWW.SEASAFEMALLORCA.COM website, its content and services in accordance with the Law, proper conduct and public order from the time of acceptance, with the due care according to the nature of the service you are being provided on the WWW.SEASAFEMALLORCA.COM website.
- g) No information or material may be entered, stored or disseminated that constitute an attack on morality, public order, fundamental rights, public liberties, honour, privacy or the image of third parties, and in general against current regulations.
- h) It is explicitly prohibited to take any action that could damage, render unusable, make inaccessible or deteriorate the Website, its contents or its services, or prevent it from being used as intended by other Users.

- i) The User explicitly undertakes not to destroy, alter, render unusable or damage the personal data, software or electronic documents contained on the Website.
- j) The User undertakes not to enter, store or disseminate any computer software, data, virus, coding, computer or telecommunications hardware or any other electronic or physical instrument or device that could damage the Website, any of its services, or any of the hardware, systems or networks of the Organisation, any other User, suppliers or in general of any third party, or in any other way that could cause them to suffer any kind of alteration or prevent them from functioning as normal.
- k) No advertising, promotional or commercial activities may be carried out through the Website. No content and in particular no information obtained through the Website may be used to send advertising or messages with personal data to third parties.
- l) It is prohibited to take any action that involves destroying, altering, using for personal use, rendering unusable or damaging the data, information, software or electronic documents of the Organisation, its suppliers or any third parties.
- m) It is prohibited to take any action that infringes intellectual or industrial property rights or third-party secrets, and in general it is explicitly prohibited to use any content not owned by the User.
- n) It is prohibited for the User to carry out acts of spam in the use or as a consequence of the use made of the Website or of information and services for the purpose of sales or other purposes of a commercial nature, to multiple persons without their consent or request, or any other unsolicited or unauthorised messages to multiple persons. It is also prohibited to send chains of unsolicited or unauthorised electronic messages, and to use distribution lists that can be accessed through the Website.
- ñ) The Organisation reserves the right to take any kind of legal action against anyone who breaches the accepted obligations.

#### AMENDMENTS

The company reserves the right to unilaterally amend the terms and conditions at any time without any notice. It will publish and provide notification of this as much in advance as possible in these cases. It also reserves the right to unilaterally amend the presentation and settings of the website at any time without any notice.

#### THIRD-PARTY LINKS

This Legal Notice refers solely to the website and contents of the company, and does not apply to any third-party links or websites accessible through the website. The company is not responsible for the content of any of the websites accessible by a link, or any link contained on a website that is accessible from the company's website.

#### INTELLECTUAL AND INDUSTRIAL PROPERTY

All of the contents of the Website are the exclusive property of the company, including but not limited to the graphic design, source code, logos, texts, graphics, illustrations, photographs, and other elements appearing on the website. Trade names, trademarks or distinctive signs of any type contained on the Website are also protected by intellectual and industrial property legislation. The exclusive exercise of the rights to use the above-mentioned intellectual property corresponds to the company, particularly the rights of reproduction, distribution, public communication. Users are prohibited from making any unauthorised use of all or part of any of the contents of the website that include the company's intellectual or industrial property rights over the site and/or its contents.

The company reserves the right to take any type of legal action against any user who performs any activity that involves reproduction, distribution, marketing, transformation and generally any other type of use, by any procedure, of all or part of the contents of the website and that constitutes an infringement of its intellectual and/or industrial property rights.

#### NOTIFICATIONS

Any notifications must be sent by email to [info@seasafemallorca.com](mailto:info@seasafemallorca.com) for the purposes of these General terms and conditions, for any communication that may be necessary between the company and the user. Notifications sent by the company to the User should be sent using the details provided by users when registering on the

WWW.SEASAFEMALLORCA.COM website. Users expressly agree for email to be used as a valid procedure for the sending of these notifications for all notifications related to the use of the website and/or the contracting of the services offered on the same.

#### **JURISDICTION APPLICABLE LEGISLATION**

These terms and conditions shall be regulated by Spanish Law, which will be applicable for anything not provided for in this contract in terms of interpretation, validity and execution. The parties expressly waive any jurisdiction that may correspond to them and expressly submit to the Courts and Tribunals of Palma de Mallorca to settle any dispute that may arise in the interpretation or execution of these contractual terms and conditions.

#### **PRIVACY POLICY**

1.1. In accordance with the provisions of the General Data Protection Regulation GDPR EU 679/2016 and Organic Law 3/2018 of 5 December on Data Protection and Guarantee of Digital Rights, you are provided with the following information on how your personal data is processed: MANAGER: SEASAFE S.L., Fiscal ID code: B57718108, Address: C/ ALICANTE Nº3, CP: 07180 SANTA PONÇA, Telephone: 971695507, Email address: info@seasafemallorca.com. PURPOSE: We at SEASAFE S.L. process the information that you provide us with in order to provide the services and/or sell the products that you have contracted through our website and to manage the sending of information and commercial research. We will develop a commercial profile based on the information provided in order to be able to offer you our services in accordance with your interests. No automated decisions will be made based on this profile. The personal data provided will be retained for the duration of the commercial relationship and as long as no request has been received to delete the same by the interested party, for a duration of 5 years from the last time you contract and/or purchase anything. In any event, your personal data will be retained while they remain useful for the purpose indicated, and in any event for the legally established periods and for the time needed to address any possible liabilities resulting from said processing. LEGAL BASIS: Personal data processing is based on the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into the contract, and in any event you have given your consent for your personal information to be processed for one or more specific purposes, in accordance with the provisions of the GDPR EU 679/2016 (ART. 6.1. A. B) and Organic Law 3/2018 of 5 December (Data Protection and Guarantee of Digital Rights: LOPDPGDD). Articles 20 and 21 of the Information Society Services Act 34/2002, for the use of telecommunications to send commercial offers, shall apply. While the prospective offer of products and services is based on the consent you are requested to provide, the withdrawal of this consent will not condition the contract for the purchase of any product and/or service under any circumstances. The personal data must be provided, otherwise the service requested cannot be provided and/or the product sold and/or the requested offer cannot be provided and the sending out of commercial information cannot be managed. RECIPIENTS: No personal data will be shared with any third party not connected to the company, unless it is a legal requirement to do so. However, you are informed that third-party providers may have access to your personal data, as data processors, within the framework of the provision of a service for the Data Controller company. In addition to the above, the company may share or communicate personal data in order to meet its obligations with public administrations when required to do so by law. No data is expected to be transferred to third countries. No decisions will be made on the adequacy, guarantees, binding corporate standards or specific situations that apply. RIGHTS: Interested parties have the right to obtain access to their personal information, as well as to request that any inaccurate data be rectified or, where appropriate, to request the removal of said data when, among other reasons, the information is no longer needed for the purposes for which it was obtained. In certain circumstances, interested parties may request that the processing of their data be limited, in which case we will only retain it for the purpose of filing or defending complaints. Additionally, and for purposes related to their particular situation, interested parties may oppose the processing of their data, in which case their personal information will no longer be processed for those purposes to which they have stated their opposition. When technically possible, the interested party may request the portability of their data to another Data Controller. To exercise these rights, in accordance with current legislation, the parties concerned may write to SEASAFE S.L. at C/ ALICANTE Nº3, CP: 07180 SANTA PONÇA, enclosing a copy of a document accrediting their identity (national identity document), or email info@seasafemallorca.com. You have the right to file a complaint with the Regulatory Authority: The Spanish Agency for Data Protection (www.agpd.es). Origin of personal data: the data subject.

1.2 The client expressly accepts the inclusion of the personal data collected while browsing the website or provided by filling in any form, as well as any obtained as a result of any possible commercial relationship in the automated personal data files mentioned in the first paragraph. During the data collection process as well as on each part of the website where personal data may be requested, the client will be informed, either through a hyperlink, or through the inclusion of appropriate reminders on the form itself, of whether it is mandatory to collect such personal data or not. Any client who chooses to register on our company's website will be asked to provide the personal data necessary for the purposes of the requested service, namely the provision of the services and/or sale of products offered on the website.

1.3. Clients/users may exercise the rights recognised in Articles 15 to 21 of Regulation (EU) No 2016/679, and particularly the rights of access, rectification, deletion, restricted processing, data portability, opposition and automated individual decisions, whenever appropriate, in relation to the data collected as provided for in the previous section. The rights referred to in the preceding paragraph may be exercised by each client through a form for the exercise of said rights that can be requested by email. Completed and signed requests should be sent by post to the following address: SEASAFE S.L., with address at C/ ALICANTE Nº3 07180 SANTA PONÇA, BALEARES, including a photocopy of the client's national identity document in both cases.

1.4. SEASAFE S.L. informs you that, if a CUSTOMER wishes to register on the Website, he or she will be asked to provide a series of personal data, which it is mandatory to provide. Therefore, if this personal data is not provided, the User will not be able to register on the SEASAFE S.L. Website. All Users/Customers are obliged to guarantee that all information provided is accurate and up to date. The registration forms, where the personal data is collected, indicate the various fields that are mandatory for the User to be able to register.

1.5. The main purpose of the automated processing to which all personal information collected is subjected as a result of the request, use, contracting of any product or service or any transaction or operation that is performed through this website is the maintenance of the contractual relationship with the owner of this website.

1.6. You authorise the sending of advertising about our services and products. Your personal data will be used to manage the sending of advertising through traditional or electronic means. Any email addresses and personal information you provide us with through the contact form on the website will be used exclusively to deal with any queries you send us through the same. The provisions of Article 22.1 and 22.2 of Law 34/2002 dated 11 July, regulating information society and electronic commerce services, which is amended pursuant to Art. 4 of Royal Decree-Law 13/2012, regarding the use and processing of your personal data is applicable in order to manage the sending of advertising.

1.7. The company guarantees the confidentiality of personal data. However, the Company and/or the Entity shall provide the competent authorities with any personal data and any other information that is in its possession or that is accessible through its systems and is required in accordance with the laws and regulations applicable to the case. Personal data may be stored in the files owned by SEASAFE S.L., even following the termination of the relations formalised through the company's website, exclusively for the purposes listed above and during the legally established time frames available to the administrative or judicial authorities in all cases.