

Terms and Conditions of www.emiliano.es

These Terms govern

- the use of www.emiliano.es, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.

Www.emiliano.es is provided by:

¿QUIÉN SOY?

Mi nombre: Emiliano López Tirado

Nombre comercial: emiliano.es

Mis datos empresariales: Colegiado 4295 Ilustre Colegio de Abogados de Almería.

Mi domicilio social: Disponibles en la web del censo de abogados colegiados.

Mi actividad: Servicios legales y de consultoría. Así como de recomendaciones de productos en los contenidos del blog.

Mi correo electrónico para cualquier duda: mensaje@emiliano.es

Owner contact email: lopd@emiliano.es

"Www.emiliano.es" refers to

- this website, including its subdomains and any other website through which the Owner makes its Service available;
- applications for mobile, tablet and other smart device systems;
- the Application Program Interfaces (API);
- the Service;
- any applications, sample and content files, source code, scripts, instruction sets or software included as part of the Service, as well as any related documentation;
- De forma resumida las distintas integraciones con funcionalidades específicas que se ofrecen a los clientes para prestar servicios concreto, pueden tener una mezcla de criterios entre lo exigido por el tercero, lo expuesto en esta política y lo que se especifique en el contrato de prestación de servicios. Siempre que el usuario pueda conocer de antemano las condiciones de la tercera tecnología será responsable de un uso incorrecto. Siempre prevalecerán las condiciones aquí descrita y por encima de ellas lo pactado por contrato individual escrito.

The following documents are incorporated by reference into these Terms:

What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.
- **Usage of www.emiliano.es and the Service is age restricted** : to access and use www.emiliano.es and its Service the User must be an adult under applicable law.
- Minors may access www.emiliano.es and use its Service only under parental or adult supervision.
- Www.emiliano.es automatically extends Product subscriptions. Information about the a) extension period, b) termination details and c) termination notice can be found in the relevant section of these Terms.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using www.emiliano.es.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using www.emiliano.es, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users must be recognized as adult by applicable law;
- Minors may only use www.emiliano.es under parental or adult supervision;

Account registration

To use the Service Users may register or create a User account, providing all required data or information in a complete and truthful manner.

Users may also use the Service without registering or creating a User account, however, this may cause limited availability of certain features or functions.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by www.emiliano.es.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

Conditions for account registration

Registration of User accounts on www.emiliano.es is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account may not be shared with other persons.

Account termination

Users can terminate their account and stop using the Service subject to the conditions and according to the procedures outlined in the relevant section of www.emiliano.es.

However, termination of the account will not be possible until the subscription period paid for by the User has expired.

Account suspension and deletion

The Owner reserves the right to suspend or terminate the User's account at any time and without notice, at the Owner's sole discretion, in these cases:

- User has violated these Terms; and/or
- User's access or use of www.emiliano.es may cause injury to the Owner, other Users or third parties; and/or
- the use of www.emiliano.es by the User may cause violation of law or regulations; and/or
- in case of an investigation by legal action or governmental involvement; and/or
- the account or its use is deemed to be, at the Owner's sole discretion inappropriate or offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

Content on www.emiliano.es

Unless where otherwise specified or clearly recognizable, all content available on www.emiliano.es is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on www.emiliano.es infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on www.emiliano.es - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on www.emiliano.es, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on www.emiliano.es, the User may download, copy and/or share some content available through www.emiliano.es for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Content provided by Users

The Owner allows Users to upload, share or provide their own content to www.emiliano.es.

By providing content to www.emiliano.es, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

Further insights regarding acceptable content can be found inside the respective section on www.emiliano.es which details the acceptable uses.

Users are solely liable for any content they upload, post, share, or provide through www.emiliano.es.

Users acknowledge and accept that the Owner filters or moderates such content in a preventative manner.

Therefore, the Owner reserves the right to refuse, censor, remove, delete, block or rectify such content at its own discretion and to deny access to www.emiliano.es to the uploading User without prior notice, if it considers such content to infringe any applicable legal provision or third party right, or to otherwise represent a risk for Users, third parties, the Owner and/or the availability of the Service.

The removal, deletion, blocking or rectification of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through www.emiliano.es.

Access to provided content

Content that Users provide to www.emiliano.es is made available according to the criteria outlined within this section.

Private content

Private content provided by Users shall stay private and will not be shared with any third parties or accessed by the Owner without the User's explicit consent.

Content for determined audiences

Content meant to be made available to specific audiences may only be shared with such third parties as determined by Users.

Any personal data, identifier or any other information Users upload in connection with such content (such as a User-ID, avatar or nickname etc.) shall also appear in connection with the content.

Users may (and are encouraged to) check on www.emiliano.es to find details of who can access the content they provide.

Access to external resources

Through www.emiliano.es Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Acceptable use

[Www.emiliano.es](http://www.emiliano.es) and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of www.emiliano.es and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including denying Users access to www.emiliano.es or the Service, terminating contracts, reporting any misconduct performed through www.emiliano.es or the Service to the competent authorities - such as judicial or administrative authorities - whenever Users are suspected to be in violation of any laws, regulations, third-party rights and/or these Terms, including, but not limited to, by engaging in any of the following activities:

Conduct restrictions

- pretending to fulfill any possible condition or requirements for accessing www.emiliano.es and/or using the Services, such as for instance being adult according to law or qualifying as a Consumer;
- concealing their identity or stealing someone else's identity or pretend to be or represent a third-party, if not allowed to do so by such third-party;
- manipulating identifiers to disguise or otherwise conceal the origin of their messages or of the content posted;
- defaming, abusing, harassing, using threatening practices, threatening or violating the legal rights of others in any other way;
- promoting activity that may endanger the User's life or the life of any other User or lead to physical harm. This includes but is not limited to suicide threats or instigations, intentional physical trauma, the use of illegal drugs, or excessive drinking. Under no circumstance is any User allowed to post any content promoting and/or encouraging and/or showing any self-destructive or violent behavior on www.emiliano.es;
- probing, scanning or testing the vulnerability of www.emiliano.es, including the services or any network connected to the website, nor breaching the security or authentication measures on www.emiliano.es, including the services or any network connected to www.emiliano.es;
- installing, embedding, uploading or otherwise incorporating any malware into or via www.emiliano.es;
- using www.emiliano.es or the technical infrastructure in an abusive, excessive or otherwise inappropriate way (for example: for spamming purposes);
- attempting to disrupt or tamper with the technical infrastructure in a manner that harms or places an undue burden on www.emiliano.es or the Service;
- pretending to purchase any Products offered via www.emiliano.es without any real intent to do so;
- failing to pay for Products purchased;

Excessive use of the Service

- using a resource of www.emiliano.es excessively in relation to other Users of www.emiliano.es - in such cases, the Owner, at its sole discretion, additionally reserves the right to suspend the User's account or limit the related activity until the User reduces the excessive consumption;

Scraping

- adopting any automated process to extract, harvest or scrape information, data and/or content from www.emiliano.es and all the digital properties thereto related unless where explicitly allowed to do so

by the Owner;

Content restrictions

- disseminating or publishing content that is unlawful, obscene, illegitimate, libelous or inappropriate;
- publishing any content that promotes, either directly or indirectly, hate, racism, discrimination, pornography, violence;
- disseminating or publishing any content that is false or may create unjustified alarm;
- using www.emiliano.es to publish, disseminate or otherwise provide content protected by intellectual property laws, including but not limited to patent, trademark or copyright law, unlawfully and without the legitimate right-holder's consent;
- using www.emiliano.es to publish, disseminate or otherwise make available any other content which infringes on any third-party rights, including but not limited to state, military, trade or professional secrets and personal data;
- publishing any content or carrying out any activity that disrupts, interrupts, harms, or otherwise violates the integrity of www.emiliano.es or another User's experience or devices. Such activities include: spamming, distributing unauthorized advertisements, phishing, defrauding others, spreading malware or viruses etc.;

User protection

- misappropriating any account in use by another User;
- harvesting or collecting any personally identifying information of other Users including but not limited to their email addresses or contact information, by circumventing the privacy setting of other Users' accounts on www.emiliano.es or by any other means;
- using any information relating to other Users, including personal or contact data, for purposes other than those www.emiliano.es is intended for;

Commercial use restrictions

- registering or using www.emiliano.es in order to promote, sell or advertise products or services of any kind in any way;
- indicating or trying to imply in any manner, that a User stands in a qualified relationship with www.emiliano.es or that www.emiliano.es has endorsed the User, the User's products or services or any third party's products and services for any purpose;

“Tell-a-friend”

Www.emiliano.es gives Users the opportunity to receive advantages if, as a result of their recommendation, any new User purchases a Product offered on www.emiliano.es.

In order to take advantage of this offer, Users may invite others to purchase the Products on www.emiliano.es by sending them a tell-a-friend code provided by the Owner. Such codes can only be redeemed once.

If upon purchase of the Products on www.emiliano.es any of the persons invited redeems a tell-a-friend code, the inviting User shall receive the advantage or benefit (such as: a price reduction, an additional service feature, an upgrade etc.) specified on www.emiliano.es.

Tell-a-friend codes may be limited to specific Products among those offered on www.emiliano.es.

The Owner reserves the right to end the offer at any time at its own discretion.

While no general limitation applies to the number of persons that can be invited, the amount of advantage or benefit that each inviting User can receive, may be limited.

API usage terms

Users may access their data relating to www.emiliano.es via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses www.emiliano.es, is bound by these Terms and, in addition, by the following specific terms:

- the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

TERMS AND CONDITIONS OF SALE

Paid Products

Some of the Products provided on www.emiliano.es, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of www.emiliano.es.

To purchase Products, the User must register or log into www.emiliano.es.

Product description

Prices, descriptions or availability of Products are outlined in the respective sections of www.emiliano.es and are subject to change without notice.

While Products on www.emiliano.es are presented with the greatest accuracy technically possible, representation on www.emiliano.es through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

The offer of Products is nonbinding. In order to complete the purchase, Users are requested to submit a binding order. Only once such order is accepted is the contract concluded.

Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process. The purchasing process includes these steps:

- By clicking on the checkout button, Users open the Stripe checkout section, wherein they will have to specify their contact details and a payment method of their choice.
- After providing all the required information, Users must carefully review the order and, subsequently, confirm and submit it by using the relevant button or mechanism on www.emiliano.es, hereby accepting these Terms and committing to pay the agreed-upon price.

Order submission

When the User submits an order, the following applies:

- Each order submitted constitutes an offer to purchase. The submission of the order creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires active input from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt. Unless stated otherwise in the relevant communication, the aforementioned receipt merely indicates reception of the order and does not constitute acceptance of the order.

Order acceptance

- Unless the order receipt expressly includes the acceptance of the order, in which case the contract is therefore then entered into, the purchase contract is entered into at the moment the User receives the communication of order acceptance.
- Subject to availability and to the Owner's discretion, the order shall be accepted without undue delay.
- If the order is not accepted, the Owner shall issue a refund.

The rejection of an order shall not entitle the User to bring any claim against the Owner, including compensation for damages.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on www.emiliano.es are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User

is browsing.

Offers and discounts

The Owner may offer discounts or provide special offers for the purchase of Products. Any such offer or discount shall always be subject to the eligibility criteria and the terms and conditions set out in the corresponding section of www.emiliano.es.

Offers and discounts are always granted at the Owner's sole discretion.

Repeated or recurring offers or discounts create no claim/title or right that Users may enforce in the future.

Depending on the case, discounts or offers shall be valid for a limited time only or while stocks last. If an offer or discount is limited by time, the time indications refer to the time zone of the Owner, as indicated in the Owner's location details in this document, unless otherwise specified.

Coupons

Offers or discounts can be based on Coupons.

If breach of the conditions applicable to Coupons occurs, the Owner can legitimately refuse to fulfill its contractual obligations and expressly reserves the right to take appropriate legal action to protect its rights and interests.

Notwithstanding the provisions below, any additional or diverging rules applicable to using the Coupon displayed in the corresponding information page or on the Coupon itself shall always prevail.

Unless otherwise stated, these rules apply to the use of Coupons:

- Each Coupon is only valid when used in the manner and within the timeframe specified on the website and/or the Coupon;
- A Coupon may only be applied, in its entirety, at the actual time of purchase – partial use is not permitted;
- Unless otherwise stated, single-use Coupons may only be used once per purchase and therefore may only be applied a single time even in cases involving installment-based purchases;
- A Coupon cannot be applied cumulatively;
- The Coupon must be redeemed exclusively within the time specified in the offer. After this period, the Coupon will automatically expire, precluding any possibility for the User to claim the relevant rights, including cash-out;
- The User is not entitled to any credit/refund/compensation if there is a difference between the value of the Coupon and the redeemed value;
- The Coupon is intended solely for non-commercial use. Any reproduction, counterfeiting and commercial trade of the Coupon is strictly forbidden, along with any illegal activity related to the purchase and/or use of the Coupon.

Methods of payment

Information related to accepted payment methods are made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of www.emiliano.es.

Payment methods marked accordingly are managed directly by the Owner. In this case, the Owner collects and stores the data necessary for the processing of payments and for fulfilling any legal obligation related to them. The User may read the privacy policy of www.emiliano.es to learn more about the data processing and Users' rights regarding their data.

Other payment methods – if any – are independently provided by third-party services. In such cases www.emiliano.es collects no payment information – such as credit card details – but only receives a notification from the relevant third-party provider once the payment has been successfully completed.

If payment through the available methods fail, the Owner shall be under no obligation to fulfill the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the User.

Payment of price in installments

The payment of the purchase price may be settled in two or more installments, within the deadlines specified on www.emiliano.es or otherwise communicated by the Owner.

Specific Products may be excluded from this payment model.

If the User fails to meet any of the payment deadlines, the entire outstanding amount shall become

immediately due and payable.

Authorization for future PayPal payment

If Users authorize the PayPal feature which allows future purchases, www.emiliano.es will store an identification code linked to the Users' PayPal account. This will authorize www.emiliano.es to automatically process payments for future purchases or recurring installments of past purchases.

This authorization can be revoked at any time, either by contacting the Owner or by changing the user settings offered by PayPal.

Retention of usage rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

Contractual right of cancellation

The Owner grants Users a contractual right to cancel the purchase under the terms and conditions described in the relevant section of www.emiliano.es within 15 days of concluding the contract.

Delivery

Delivery subject to conditions

The delivery of certain Products, such as alcoholic beverages, restricted content or the like, may be subject to further conditions under applicable law, the Terms or any other related document.

Upon delivery of such Products, Users may be required to provide evidence or declare that such conditions – e.g. being considered an adult under applicable law – are met.

In such situations, failure to meet the conditions set forth by law or contract may make it impossible to deliver the Products.

Performance of services

The purchased service shall be performed or made available within the timeframe specified on www.emiliano.es or as communicated before the order submission.

Users acknowledge and accept that the purchase of services available on www.emiliano.es may be subject to further conditions under applicable law, the Terms or any other related document.

Users may be required to provide evidence or declare that such conditions – e.g. being considered an adult under applicable law – are met.

In such situations, failure to meet the conditions set forth by law or contract may make it impossible to perform or deliver the services.

Contract duration

Subscriptions

Subscriptions allow Users to receive a Product continuously or regularly over time. Details regarding the type of subscription and termination are outlined below.

Open-ended subscriptions

Paid subscriptions begin on the day the payment is received by the Owner.

In order to maintain subscriptions, Users must pay the required recurring fee in a timely manner. Failure to do so may cause service interruptions.

Fixed-term subscriptions

Paid fixed-term subscriptions start on the day the payment is received by the Owner and last for the subscription period chosen by the User or otherwise specified during the purchasing process.

Once the subscription period expires, the Product shall no longer be accessible.

Installments

If the purchase price is paid in several installments, the subscription shall start on the day that the first payment is received by the Owner and last for the entire duration of the subscription, provided that all other installments are received in time.

Failure to meet the payment deadlines may result in the unavailability of the Product.

Automatic extension of fixed-term subscriptions

At the end of the initial term, subscriptions are automatically extended for an unlimited period, unless the User terminates before the end of such term.

The fee due upon extension will be charged on the payment method that the User chose during purchase.

After extension, the subscription will last for an indefinite period and may be terminated monthly.

Termination

Extended subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document, or — if applicable — by using the corresponding controls inside www.emiliano.es.

If the notice of termination is received by the Owner by the end of the current month, the subscription shall expire at the end of such month.

Termination of open-ended subscriptions

Open-ended subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document, or — if applicable — by using the corresponding controls inside this Application.

Terminations shall take effect 30 days after the notice of termination has been received by the Owner.

Terms and conditions applying to extra features

Users that have an active subscription may purchase single extra add-ons or features, described in the relevant section of www.emiliano.es.

Prices, duration, terms of use and termination of such extras may differ from those of the main Product and, unless otherwise specified, do not influence the prices, duration, terms of use and termination of the latter.

User rights

Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

The right of withdrawal does not apply on www.emiliano.es

Users acknowledge and accept that the right of withdrawal does not apply to contracts concluded over www.emiliano.es due to the nature of its offering.

Liability and indemnification

Indemnification

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable use of or connection to the Service, violation of these Terms, infringement of any third-party rights or statutory provision by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

Limitation of liability

Unless otherwise explicitly stated and without prejudice to applicable statutory product liability provisions, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of an essential contractual obligation such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as www.emiliano.es has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

In particular, within the limits stated above, the Owner shall not be liable for:

- any loss of business opportunities and any other loss, even indirect, that may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);
- damages or losses resulting from interruptions or malfunctions of www.emiliano.es due to acts of force majeure, or unforeseen and unforeseeable events and, in any case, independent of the will and beyond the control of the Owner, such as, but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the delivery of products, third-party services or applications;
- any losses that are not the direct consequence of a breach of the Terms by the Owner;
- any damage, prejudice or loss occurring due to viruses or other malware contained in or connected to files available for download from the internet or via www.emiliano.es. Users are responsible for implementing sufficient security measures – such as anti-viruses and firewalls to prevent any such infection or attack and for securing backup copies of all data or information exchanged via or uploaded to www.emiliano.es.

Notwithstanding the above, the following limitation applies to all Users not qualifying as Consumers:

In any event of liability, the compensation may not exceed the total payments that have been, will be or would be received by the Owner from the User based on the contract over a period of 12 months, or the period of the duration of the Agreement, if shorter.

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or terminate the Service altogether. If the Service is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts etc).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of www.emiliano.es and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of www.emiliano.es.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to www.emiliano.es are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with www.emiliano.es are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User for the future.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If required by applicable law, the Owner will specify the date by which the modified Terms will enter into force.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of www.emiliano.es must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Authoritative version of these Terms

These Terms are drawn up and revised in Español. Other language versions of these Terms are provided for information purposes only. In the event of any inconsistency between different linguistic versions, the original version shall always prevail.

Governing law

These Terms are governed by the law of the following jurisdiction, without regard to conflict of laws principles and rules:

Almería Capital (España)

Exception for European Consumers

However, regardless of the above, if the User qualifies as a European Consumer and has their habitual residence in a country where the law provides for a higher consumer protection standard, such higher standards shall prevail.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of:

Almería Capital (España)

Exception for European Consumers

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in Switzerland, Norway or Iceland.

Dispute resolution

Amicable dispute resolution

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of www.emiliano.es or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 7 days of receiving it.

Online dispute resolution for Consumers

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving disputes related to and stemming from online sale and service contracts.

As a result, any European Consumer or Consumer based in Norway, Iceland, or Liechtenstein can use such platform for resolving disputes stemming from contracts which have been entered into online. The platform is [available at the following link](#).

Definitions and legal references

Www.emiliano.es (or this Application)

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

Business User

Any User that does not qualify as a Consumer.

Coupon

Any code or voucher, in print or electronic form, which allows the User to purchase the Product at a discounted price.

European (or Europe)

Applies where a User is physically present or has their registered offices within the EU, regardless of nationality.

Owner (or We)

Indicates the natural person(s) or legal entity that provides www.emiliano.es and/or the Service to Users.

Product

A good or service available for purchase through www.emiliano.es, such as e.g. physical goods, digital files, software, booking services etc.

The sale of Products may be part of the Service.

Service

The service provided by www.emiliano.es as described in these Terms and on www.emiliano.es.

Terms

All provisions applicable to the use of www.emiliano.es and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

User (or You)

Indicates any natural person or legal entity using www.emiliano.es.

Consumer

Any User qualifying as a natural person who accesses goods or services for personal use, or more generally, acts for purposes outside their trade, business, craft or profession.

Latest update: March 05, 2023

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