

1. OBJECT AND ACCEPTATION

The present legal notice regulates the use of the website www.festivaldelesarts.com (henceforth THE WEBSITE), for which the title holder is HOUSE OF MUSIC FESTIVALS, S.L. (henceforth known as THE OWNER OF THE WEBSITE).

By navigating the website belonging to the THE OWNER OF THE WEBSITE the user assumes the conditions for using the same and implicitly accepts without reservation all the provisions included in this Legal Notice, which may be subject to modifications.

The user is obliged to follow correct use of the website conforming with the law, good faith, public order and the present Legal Notice. The user will answer to the THE OWNER OF THE WEBSITE or to third parties for whatever damages or losses that may be caused as a consequence of their non-compliance with this obligation.

2. IDENTIFICATION AND COMMUNICATIONS

THE OWNER OF THE WEBSITE, in accordance with Law 34/2002, 11 July, for Company Services of Information and Electronic Commerce, declares that it's company name is: HOUSE OF MUSIC FESTIVALS, S.L.

Their Company number is: B-98692437. Their Head Office is in C/ Justicia 4, 2 A - 46004 Valencia, Spain. Registered in the Registro Mercantil of Valencian Community, Tomo 9937, Libro 7219, Folio 160, Hoja V-164454.

To communicate with us, we can offer different means of contact which we set out as follow:

Email: info@festivaldelesarts.com.

All notifications between the users and THE OWNER OF THE WEBSITE will be considered effective, to all purposes, when made by post or any other method detailed previously.

3. CONDITIONS OF ACCESS, INTELLECTUAL PROPERTY AND USE.

The website and its services are freely accessible, however THE OWNER OF THE WEBSITE places conditions on the use of some services offered in its website upon the previous completion of corresponding forms.

The user guarantees the authenticity and actuality of all data communicated to THE OWNER OF THE WEBSITE and will be solely responsible for any false declarations or inaccuracies therein.

The user expressly promises to make appropriate use of the contents and services of THE OWNER OF THE WEBSITE and not to employ them for, amongst other things:

1. The dissemination of content that may be criminal, violent, pornographic, racist, xenophobic, offensive, sympathetic to terrorism and/or , in general, contrary to the law or public order.
2. The introduction of web viruses or carrying out actions likely to break, interrupt, or cause errors or damages to electronic documents, data or physical systems and logistics of THE OWNER OF THE WEBSITE or of third parties; as well as not to impede the access of other web users to the website and its services by way of massive use of the IT resources by which THE OWNER OF THE WEBSITE provides its services.
3. Trying to access the email accounts of other users or restricted areas of the IT systems of THE OWNER OF THE WEBSITE or of third parties, and in the event, extracting information.
4. Violating the industrial or intellectual property rights as well as breaching confidentiality of the information belonging to THE OWNER OF THE WEBSITE or third parties.
5. Forging the identity of other users, of public administrations or of third parties.
6. Reproducing, copying, distributing, making available or any other form of public communication, transforming or modifying the contents, unless with the express authorization of the owner of the corresponding rights and it being legally permitted.
7. Collecting data for publicity purposes and sending out publicity of any type and/or communications with the purpose to sell goods or other commercial activity without previous consent.

All the contents of the website; text, photographs, artwork, images, icons, technology, software as well as artwork designs and source codes, constitute a work whose property belongs to THE OWNER OF THE WEBSITE, and under no circumstances will rights of exploitation be assigned to any user other than those strictly necessary for the correct use of the website.

Ultimately the users that access this website may see the contents and may effect, at times, authorized private copies only when the reproduced elements are not ceded to third parties, nor installed in servers connected to the web, nor subject to any type of exploitation.

Additionally, all the brands, commercial names or distinctive symbols of any kind that appear in the website are the property of THE OWNER OF THE WEBSITE and under no circumstances will it be understood that access or use of these grants any rights of these to the user.

The distribution, modification, sale or public communication of the contents and any other act that has not been expressly authorized by the title holder of the exploitation rights remains prohibited.

The establishment of a hyperlink doesn't implicate, in any case, the existence of relations between THE OWNER OF THE WEBSITE and the owner of the website in which it's established, nor the acceptance or approval on behalf of THE OWNER OF THE WEBSITE of its contents or services. Those persons that propose establishing a hyperlink should request prior permission in writing from THE OWNER OF THE WEBSITE.

In all cases, the hyperlink will solely permit access to the Home Page of our website. Additionally it should abstain from making false, inexact or incorrect declarations about THE OWNER OF THE WEBSITE, or include illicit content, contrary to good custom and public order.

THE OWNER OF THE WEBSITE will not be held responsible for the use made by each user of the materials at their disposition in this website, nor their actions realized based on the same.

4. EXCLUSION OF GUARANTEES AND RESPONSIBILITY

The content of the current website is of a general character and has a merely informative aim, and no guarantee is given for access to all contents, their thoroughness, correctness, validity, or that they are up to date nor to their suitability or usefulness for a specific objective.

THE OWNER OF THE WEBSITE is excluded from, as far as the law permits, whatever responsibility for damages and losses of any nature derived from:

1. Inability to the enter the website or lack of veracity, exactness, exhaustiveness and/or the actuality of the contents, as well as the existence of corruptions or defects of any kind in the contents transmitted, broadcast, stored or made available to those who have access via the website, or of the services that it offers.

2. The presence of viruses or other elements in the contents that may produce alterations in the iT systems, electronic documents or data of the users.
3. The unfulfillment of laws, good faith, public order and this legal note as a consequence of incorrect use of the website. In particular, and by way of example, THE OWNER OF THE WEBSITE will not be held responsible for the actions of third parties that infringe rights of industrial or intellectual property, business confidentiality, rights to honor, on personal and family privacy as well as unfair trade regulations and illicit publicity.

In addition, THE OWNER OF THE WEBSITE declines whatever responsibility with respect to information that is found outside of this website and that isn't managed directly by our webmaster. The function of links which appear in this website are exclusively to inform the user about the existence of other sources to amplify the contents offered on this website.

THE OWNER OF THE WEBSITE doesn't guarantee, nor is responsible for the function or accessibility of linked sites; nor suggests, invites or recommends visiting, so will not be responsible for obtained results. THE OWNER OF THE WEBSITE will not be responsible for the establishment of hyperlinks by third parties.

5. PRIVACY POLICY

The person(s) responsible can be found in clause 1 of this Legal Notice.

The categories of personal data that we may hold of clients and suppliers are:

1. Identification data.
2. Postal or email addresses.
3. Commercial Information.
4. Economic and purchase data.

In no circumstances do we handle especially protected data:

All the above-mentioned data has been obtained directly from you by way of presenting a commercial offer, a proposed contract etc or through your company to allow us identification data and other information necessary to carry out the objectives of a contractual relation between the parties. It shall be your or your company's obligation to provide us with updated data in the event of modifications.

We hold the data provided by interested parties with the aim of managing various activities derived from the specific procedures followed in relation to sales, post-sales services, management of suppliers, quality of services etc. In this way we use data to carry out some of the following actions:

- i. Sending information solicited by contact forms on our website or any other means of contact with our company.
- ii. To facilitate, to potential clients as well as existing clients, products and services offers that are of interest.
- iii. To carry out the administrative, financial and fiscal management of our clients and /or suppliers.
- iv. Carry out satisfaction surveys, market studies etc with the aim of being able to offer you appropriate offers and an optimum quality of service.

The personal data relating to physical persons linked to potential clients, clients or suppliers that we compile by way of various contact forms and / or collection of information will be held whilst it isn't requested to be eliminated by the interested party. The data volunteered by our clients and suppliers will be kept as long as a commercial relationship exists between the parties, respecting in all cases the minimum legal timeframes for holding this material.

In all cases we will keep the personal data for a period of time that will be reasonably necessary taking into account our requirements to answer questions that arise or to resolve problems, make improvements, activate new services and comply with the requirements demanded by applicable legislation.

This means we can keep your personal data for a reasonable period of time after you have stopped using our products or have stopped using our website. After this period your personal data will be eliminated from all our systems.

Marketing and commercial actions about our products or services directed at our clients or those people that have requested related information in the past including the undertaking of our customer satisfaction surveys.

We don't release personal data to any third party that will try to use them for direct marketing actions, except in the case that you have expressly authorized it.

We inform you that we may provide your data to Public Administrations and competent Authorities in cases where they are demanded by Law or in cases in which, acting in good faith, we

consider that such an action is reasonably necessary to comply with a judicial process ; to answer any claim or judicial demand; or to protect the rights of the company, its clients or the general public.

We inform you that your data is not going to be released or communicated to third parties companies and the company is uniquely responsible for its treatment and custody.

We will provide your data to third party people (for example Internet service suppliers that help us to administer our web page or carry out contracted services, support and IT maintenance companies, logistic companies, accountants and fiscal managers etc.) In all events such third parties will maintain, always, the maximum levels of security as we do in relation to your personal data, and as necessary, they will be tied by legal promises to keep the data private and secure, and they will also uniquely use the information following specific instructions from the company.

All persons have the right to obtain confirmation as to whether we are using personal data that concerns them.

Interested persons may request the right to access their personal data, and to receive them in a common, readable format if the process is carried out by electronic media (right of portability.)

Also, interested persons may request the right to rectify errors, or if appropriate request their data removal, if amongst other motives, the data is not being used for the purposes it was collected for.

Additionally, in certain circumstances, the interested persons may request the limitation if usage of their data, or in certain circumstances and for reasons relating to their situations, the interested persons may exercise their right to oppose the usage of their data.

We will stop using the data, except for overriding legitimate motives, the exercising or defense of possible reclamations or in exceptional circumstances established in applicable law.

We also inform you that you have the right to withdraw your given consent at any time unless it affects the lawfulness of the usage based on the consent given before its withdrawal.

We also inform you that the User may at any time exercise the rights by contacting us using the contact details that appear in section 1 of this Legal Notice, attaching a copy of their ID. You also have the right to present a reclamation to the AEP (Spanish Agency for the Protection of Data) especially when you have not been satisfied

exercising your rights. (<http://www.agpd.es/portalwebAGPD/index-ides-idphp.php>)

In the other hand, in accordance with Law 34/2002, 11 July, regarding the Company Services of Information and Electronic Commerce, we undertake not to send publicity by email without having previously received the express authorization of it destine. The user will be able to oppose the sending of publicity by marking the corresponding box.

6. PROCEDURE IN EVENT OF ACTIVITIES OF AN ILLICIT CHARACTER

In the event that any user or third party considers that facts or circumstances exist that reveal an illicit character of the use of any content and / or the carrying out of any activity in the webpages included or accessible through the website, they should send notification to THE OWNER OF THE WEBSITE duly identifying and specifying the supposed infractions and expressly declaring under their responsibility that the information provided in the notification is exact.

In the event of any litigation arising from the website of THE OWNER OF THE WEBSITE the legislation of Spain will apply.

7. PUBLICATIONS

The administrative information facilitated through the website will not substitute the legal publication of the laws, regulations, plans, general dispositions and acts that must be published formally in the official bulletins of the Public Administrations, which constitute the sole instrument that attests to its authenticity.

The information available in this website should be understood as a guide without purpose of legal validity.

8. DURATION AND MODIFICATION

THE OWNER OF THE WEBSITE may totally or partially modify the terms and conditions established here, publishing whatever change in the same form that this Legal Notice appears or through whatever type of communication directed at the Users.

The temporal validity of this Legal Notice coincides, as such, with the time of its display, until there are total or partial modifications, at which time the modified Legal Notice will become valid.

Independently of that outlined in the Legal Notice, THE OWNER OF THE WEBSITE may terminate, suspend or interrupt, in any moment

without previous warning, access top the contents of the website., with no possibility that the User can demand any compensation.

After said extinction, the prohibitions for use of the contents outlined above in the current Legal Notice will still be valid.

9. GENERAL

The headings of the various clauses are purely informative, and they don't affect, clarify or amplify the interpretation of the Legal Notice.

If discrepancies exist between what is established in the Legal Note and the Particular Conditions of each specific service, the latter will prevail.

If any disposition or dispositions of this Legal Note is/are considered void or inapplicable, in totality or in part, by any Judge, Court, or competent administrative body, said nullification or inapplicability will not affect the other dispositions in the Legal Notice or the Particular Conditions of THE OWNER OF THE WEBSITE's different services.

The non-exercising or non- execution by THE OWNER OF THE WEBSITE of any right set out in this Legal Note will not constitute a renunciation of said rights, unless recognized and agreed in writing on its behalf.

10. JURISDICTION

The relations established between THE OWNER OF THE WEBSITE and the USER will be governed by that set out in the valid regulations regarding the applicable legislation and the relevant, competent jurisdiction.

However, in cases in which the rules foresee the possibility that the parties submit to a court, THE OWNER OF THE WEBSITE and the User, expressly renouncing any other court that could correspond, will submit themselves before the Courts and Tribunals of the Valencian Community.