



## Legal Notice

THE BRITISH SCHOOL OF LANZAROTE, S.L.U., responsible for the website, hereinafter RESPONSIBLE, makes available to users this document, which aims to comply with the obligations under Law 34/2002, of July 11, Services of the Information Society and Electronic Commerce (LSSICE), as well as inform all users of the website regarding what are the conditions of use.

Any person accessing this website assumes the role of user, committing to the observance and strict compliance with the provisions herein, as well as any other legal provision that may be applicable.

THE BRITISH SCHOOL OF LANZAROTE, S.L.U. reserves the right to modify any type of information that may appear on the website, without any obligation to give prior notice or inform users of such obligations, being understood as sufficient with the publication on the website of THE BRITISH SCHOOL OF LANZAROTE, S.L.U.

### 1. IDENTIFICATION DATA

- Company name: THE BRITISH SCHOOL OF LANZAROTE, S.L.U.
- Company name: BRITISH SCHOOL OF LANZAROTE
- TAX ID: B35083849
- Address: C/ Juan de Echevarría, 10, 35507 Tahiche, Las Palmas
- Registered in the Mercantile Register of Arrecife, volume 6, folio 8, page IL 235.
- Telephone: 928 810 085
- e-mail: info@bsl.es

### 2. PURPOSE

Through the Website, we offer Users the possibility of accessing information about our services.

### 3. PRIVACY AND DATA PROCESSING

When it is necessary to provide personal data in order to access certain contents or services, Users shall guarantee their truthfulness, accuracy, authenticity and validity. The company will give these data the corresponding automated treatment according to their nature or purpose, in the terms indicated in the Privacy Policy section.

### 4. INDUSTRIAL AND INTELLECTUAL PROPERTY

The User acknowledges and accepts that all the contents displayed on the Web Site and in particular, designs, texts, images, logos, icons, buttons, software, trade names, trademarks, or any other signs susceptible of industrial and/or commercial use are subject to Intellectual Property rights and all trademarks, trade names or distinctive signs, all industrial and intellectual property rights, on the contents and/or any other elements inserted on the page, which are the exclusive property of the company and/or third parties, who have the exclusive right to use them in the course of trade. Therefore, the User undertakes not to reproduce, copy, distribute, make available or in any other way publicly communicate, transform or modify such content, holding the company harmless from any claim arising from the breach of such obligations. Under no circumstances does access to the Web Site imply any kind of waiver, transmission, licence or total or partial transfer of said rights, unless expressly stated otherwise. These General Conditions of Use of the Website do not grant Users any other right of use, alteration, exploitation, reproduction, distribution or public communication of the Website and/or its Contents other than those expressly provided for herein. Any other use or exploitation of any rights shall be subject to the prior and express authorisation specifically granted for this purpose by the company or third party holder of the rights affected.

The contents, texts, photographs, designs, logos, images, computer programmes, source codes and, in general, any intellectual creation existing in this Space, as well as the Space itself as a whole, as a multimedia artistic work, are protected as copyright by intellectual property legislation. The company is the owner of the elements that make up the



graphic design of the Web Site, the menus, navigation buttons, HTML code, texts, images, textures, graphics and any other content of the Web Site or, in any case, has the corresponding authorisation for the use of these elements. The content provided on the Web Site may not be reproduced in whole or in part, nor may it be transmitted or recorded by any information retrieval system, in any form or by any means, without the prior written authorisation of the aforementioned Entity.

It is also forbidden to remove, evade and/or manipulate the copyright as well as the technical protection devices or any information mechanisms that may be contained in the contents. The User of this Website undertakes to respect the aforementioned rights and to avoid any action that could damage them, and in any case the company reserves the right to exercise any legal means or actions that may correspond to it in defence of its legitimate intellectual and industrial property rights.

## **5. OBLIGATIONS AND RESPONSIBILITIES OF THE USER OF THE WEBSITE**

The User undertakes to:

1. To make appropriate and lawful use of the Web Site and its contents and services, in accordance with: (i) the legislation applicable at all times; (ii) the General Conditions of Use of the Web Site; (iii) generally accepted morals and good customs and (iv) public order.
2. To provide all the technical means and requirements necessary to access the Web Site.
3. To provide truthful information when filling in the forms contained in the Webspace with their personal data and to keep them updated at all times so that they correspond, at all times, to the User's real situation. The User shall be solely responsible for any false or inaccurate statements made and for any damage caused to the company or to third parties as a result of the information provided.

Notwithstanding the provisions of the preceding paragraph, the User shall also refrain from:

1. Make unauthorised or fraudulent use of the Web Site and/or the contents for illicit purposes or effects, prohibited in these General Conditions of Use, harmful to the rights and interests of third parties, or which in any way may damage, render useless, overload, deteriorate or impede the normal use of the services or the documents, files and all types of contents stored in any computer equipment.
2. Access or attempt to access resources or restricted areas of the Webspace, without complying with the conditions required for such access.
3. Causing damage to the physical or logical systems of the Web Site, its suppliers or third parties.
4. Introduce or disseminate computer viruses or any other physical or logical systems that may cause damage to the physical or logical systems of the company, its suppliers or third parties.
5. Attempt to access, use and/or manipulate the data of the company, third party suppliers and other Users.
6. Reproduce or copy, distribute, allow public access through any form of public communication, transform or modify the contents, unless authorised by the holder of the corresponding rights or it is legally permitted.
7. Delete, hide or manipulate the notes on intellectual or industrial property rights and other data identifying the rights of the company or third parties incorporated into the contents, as well as the technical protection devices or any information mechanisms that may be inserted in the contents.
8. Obtain and attempt to obtain the contents using means or procedures other than those which, depending on the case, have been made available for this purpose or which have been expressly indicated on the web pages where the contents are found or, in general, those which are normally used on the Internet because they do not entail a risk of damage or disablement of the Web Site and/or the contents.
9. In particular, and by way of example only and without limitation, the User undertakes not to transmit, disseminate or make available to third parties information, data, content, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any kind of material that: - In any way that is contrary to, undermines or infringes fundamental rights and public freedoms recognised in the Constitution, in international treaties and in the rest of the legislation in force. Induces, incites or promotes criminal, denigratory, defamatory or violent actions or, in general, actions that are contrary to the law, morality, generally accepted good customs or public order. Incorporates, makes available or allows access to products,



elements, messages and/or services that are criminal, violent, offensive, harmful, degrading or, in general, contrary to the law, morality and generally accepted good customs or public order. Induces or may induce an unacceptable state of anxiety or fear - Induces or incites to engage in practices that are dangerous, risky or harmful to health and psychological balance.- Is protected by the legislation on intellectual or industrial protection belonging to the company or to third parties without the intended use having been authorised; - Is contrary to the honour, personal and family privacy or personal image of persons; - Constitutes any type of advertising; - Includes any type of virus or programme that prevents the normal operation of the Web Site; - Includes any type of virus or programme that prevents the normal operation of the Web Site.

If you are provided with a password to access any of the services and/or contents of the Webspace, you undertake to use it diligently, keeping it secret at all times. Consequently, he/she shall be responsible for its proper custody and confidentiality, undertaking not to cede it to third parties, either temporarily or permanently, or to allow access to the aforementioned services and/or contents by third parties. Likewise, he/she undertakes to notify the company of any event that may involve the improper use of his/her password, such as, but not limited to, its theft, loss or unauthorised access, in order to proceed to its immediate cancellation. Consequently, until the above notification is made, the company shall be exempt from any liability that may arise from the improper use of your password, and shall be responsible for any unlawful use of the contents and/or services of the Web Site by any illegitimate third party. If the user negligently or fraudulently breaches any of the obligations established in these General Conditions of Use, he/she shall be liable for all damages that may arise for the company as a result of said breach.

## 6. RESPONSIBILITIES

Continuous access is not guaranteed, nor is the correct viewing, downloading or use of the elements and information contained on the website, which may be impeded, hindered or interrupted by factors or circumstances beyond its control. It accepts no responsibility for any decisions that may be taken as a result of access to the content or information offered.

The service may be interrupted, or the relationship with the User may be terminated immediately, if it is detected that any use of the Web Site, or any of the services offered therein, is contrary to these General Conditions of Use. We shall not be liable for damages, losses, losses, claims or expenses arising from the use of the Web Site.

We shall only be responsible for removing, as soon as possible, any content that may cause such damage, provided that we are notified of this. In particular, we shall not be liable for any damages that may arise from, among other things:

1. interferences, interruptions, failures, omissions, telephone breakdowns, delays, blockages or disconnections in the operation of the electronic system, caused by deficiencies, overloads and errors in the telecommunications lines and networks, or any other cause beyond the control of the company.
2. Illegitimate intromissions through the use of malicious programmes of any type and through any means of communication, such as computer viruses or any other means.
3. improper or inappropriate abuse of the Web Site.
4. security or browsing errors caused by a malfunction of the browser or by the use of non-updated versions of the same. The web space administrator reserves the right to withdraw, in whole or in part, any content or information present on the Web Site.

The company excludes any liability for damages of any kind that may be due to the misuse of the freely available services and use by the Users of the Web Site. Likewise, the company is exonerated from any responsibility for the content and information that may be received as a result of the data collection forms, these being used solely for the provision of services for queries and doubts. On the other hand, in the event of causing damages due to an illicit or incorrect use of said services, the User may be claimed for the damages caused.

You will hold the company harmless against any damages arising from claims, actions or demands from third parties as a result of your access to or use of the Web Site. You also undertake to indemnify the company against any damages resulting from your use of 'robots', 'spiders', 'crawlers' or similar tools used to collect or extract data or any other



action on your part that imposes an unreasonable burden on the operation of the Web Site.

## **7. HYPERLINKS**

The User undertakes not to reproduce in any way, not even by means of a hyperlink or hyperlink, the Web Site or any of its contents, except with the express written authorisation of the person responsible for the file.

The Web Site may include links to other web sites, managed by third parties, in order to facilitate the User's access to the information of collaborating and/or sponsoring companies. Accordingly, the company is not responsible for the content of these websites, nor does it place itself in the position of guarantor and/or provider of the services and/or information that may be offered to third parties through third party links.

The User is granted a limited, revocable and non-exclusive right to create links to the home page of the WebSpace for private, non-commercial use only. Websites that include a link to our WebSpace (i) may not misrepresent their relationship or claim that such a link has been authorised, nor may they include trademarks, names, trade names, logos or other distinctive signs of our company; (ii) may not include content that may be considered in bad taste, obscene, offensive, controversial, inciting violence or discrimination on grounds of sex, race or religion, contrary to public order or unlawful; (iii) may not link to any page of the WebSpace other than the homepage; (iv) must link to the address of the WebSpace itself, without allowing the WebSpace making the link to reproduce the WebSpace as part of its website or within one of its frames or to create a browser on any of the pages of the WebSpace. The Company may at any time request that you remove any link to the WebSpace, after which you must immediately remove the link.

The company cannot control the information, content, products or services provided by other websites that have established links to the Website.

## **8. DATA PROTECTION**

In order to use some of the Services, the User must previously provide certain personal data. The company will automatically process this data and will apply the corresponding security measures, all in compliance with the RGPD, LOPDGDD and LSSI. The User can access the policy followed in the processing of personal data, as well as the establishment of the purposes previously established, under the conditions defined in the Privacy Policy.

## **9. COOKIES**

The company reserves the right to use 'cookie' technology on the Web Site in order to recognise you as a frequent User and to personalise your use of the Web Site by pre-selecting your language or the most desired or specific content.

Cookies collect the user's IP address and Google is responsible for processing this information.

Cookies are files sent to a browser, by means of a web server, to record the User's browsing on the WebSpace, when the User allows them to be received. If you wish, you can configure your browser to be notified on screen of the reception of cookies and to prevent the installation of cookies on your hard drive. Please consult the instructions and manuals of your browser for further information.

Thanks to cookies, it is possible to recognise the browser of the computer used by the User in order to provide content and offer the browsing or advertising preferences of the User, the demographic profiles of the Users as well as to measure visits and traffic parameters, monitor progress and number of entries.

## **10. REPRESENTATIONS AND WARRANTIES**

In general, the contents and services offered on the WebSpace are for information purposes only. Therefore, by offering them, no warranty or representation is given in relation to the contents and services offered on the Web Site, including, but not limited to, warranties of legality, reliability, usefulness, truthfulness, accuracy, or merchantability,



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except to the extent that such representations and warranties cannot be excluded by law.

#### **11. FORCE MAJEURE**

The company shall not be liable in the event of the impossibility of providing service, if this is due to prolonged interruptions of the electricity supply, telecommunications lines, social conflicts, strikes, rebellion, explosions, floods, acts and omissions of the government, and in general all cases of force majeure or acts of God.

#### **12. RESOLUTION OF DISPUTES. APPLICABLE LAW AND JURISDICTION**

These General Conditions of Use, as well as the use of the Web Site, shall be governed by Spanish law. For the resolution of any dispute, the parties shall submit to the Courts and Tribunals of the registered address of the person responsible for the website.

In the event that any provision of these General Conditions of Use should be unenforceable or invalid under applicable law or as a result of a judicial or administrative decision, such unenforceability or invalidity shall not render these General Conditions of Use unenforceable or invalid as a whole. In such cases, the company will proceed to modify or replace such provision with one that is valid and enforceable and that, to the extent possible, achieves the objective and intent reflected in the original provision.