

LEGAL NOTICE

In order to comply with the provisions of Law 34/2002 of 11 July, on Information Society Services and Electronic Commerce (LSSICE), the general information of the website is indicated below <https://www.agriorbis.es>

Website owner: AGRIORBIS CARTHAGO, S.L. **VAT number:** B-01904937

Address: C/ Rodrigo de Caro, nº1, 1ºF, CP 30319 Miranda, Cartagena, Region of Murcia.

Contact email: gerencia@agriorbis.es

The use of services or the contracting of products in <https://www.agriorbis.es> , hereinafter AGRIORBIS CARTHAGO, S.L., implies the acceptance of the following general conditions:

Acceptance and availability of the General Terms and Conditions of Contract

By accepting this Agreement, you declare:

a. That he/she is a person of legal age and with the capacity to hire, consult or participate in the different events.

b. That you have read and accept these general conditions.

These general conditions (hereinafter, "the General Conditions"), regulate the legal relationship that emanates from the contracting processes, consultations made or participation in the different events between the user-clients (hereinafter, "the Clients") of the AGRIORBIS CARTHAGO, S.L. website located at the url <https://www.agriorbis.es> property of AGRIORBIS CARTHAGO, S.L.

Clients accept the General Terms and Conditions from the moment they use or make any query. This document may be printed and stored by Clients.

Applicable rules

These General Conditions are subject to the provisions of Law 7/1988, of 13 April, on General Contracting Conditions, Law 26/1984, of 19 July, General for the Defence of Consumers and Users, Royal Decree 1906/1999, of 17 December 1999, which regulates Telephone or Electronic Contracting with general conditions, Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights. Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights, Law 34/2002 of 11 July, on Information Society Services and Electronic Commerce and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016

Modification of the General Conditions

AGRIORBIS CARTHAGO, S.L. may modify the General Terms and Conditions by notifying the Clients sufficiently in advance, in order to improve the services and services offered through the website.

By modifying the General Conditions set out on the AGRIORBIS CARTHAGO, S.L. website, this notification duty will be understood to have been fulfilled.

In any case, before using the services or advising, you will consult the General Conditions.

Intellectual property

The contents supplied by AGRIORBIS CARTHAGO, S.L. are subject to intellectual and industrial property rights and are the exclusive property of AGRIORBIS CARTHAGO, S.L. or of the natural or legal persons informed.

By acquiring a service, AGRIORBIS CARTHAGO, S.L. does not confer on the purchaser any right of alteration, exploitation, reproduction, distribution or public communication of the same, and AGRIORBIS CARTHAGO, S.L. reserves all these rights. The transfer of the aforementioned rights will require the prior written consent of AGRIORBIS CARTHAGO, S.L.. Intellectual property extends, in addition to the content included in catalogs, rates, commercial stickers, magazines, publications, CDs, to their graphics, logos, design, images and source code used for their programming.

Use of the Service and Responsibilities

AGRIORBIS CARTHAGO, S.L. does not guarantee the permanent availability of the services, and is exonerated from any type of liability for possible damages caused due to the unavailability of the service due to force majeure or errors in the telematic data transfer networks, beyond its control. AGRIORBIS CARTHAGO, S.L. is not responsible for the content of links to other websites that are not its property and that, therefore, cannot be controlled by it. The client states that he/she is aware that the information provided by AGRIORBIS CARTHAGO, S.L. through its services is not legal and is only offered for information purposes.

PRIVACY POLICY

Applicable legislation and competent jurisdiction.

These General Conditions shall be governed by and construed in accordance with the Laws of Spain.

Notifications

All notifications, requirements, requests and other communications to be made by the parties in relation to these General Conditions must be made in writing and will be understood to have been duly made when they have been delivered by hand or sent by ordinary mail to the address of the other party or to the latter's email. or to any other address or e-mail address that each party may indicate to the other for this purpose.

Nullity and ineffectiveness of the Clauses

If any clause included in these General Conditions is declared, in whole or in part, null or ineffective, such nullity or ineffectiveness will affect only that provision or the part of it that is null or ineffective, the General Conditions remaining in force in all other respects, such provision, or the part of it that is affected, will be in force. for not being placed.

Obligation to make correct use of the Website

The use of the information contained on our Website will be carried out in accordance with the Law and with the specific rules and conditions of each of the elements thereof, in addition to the rules established in these Terms of Use. All this information is protected by copyright, and where applicable by copyright and property rights, and/or by the legal regulations that guarantee intellectual property, so that any unauthorized use may be a violation of such protective regulations. Specifically, the user must bear in mind the following:

AGRIORBIS CARTHAGO, S.L. allows free consultation of this information and its use as long as the source is cited: "Source: <https://www.agriorbis.es>"

On the other hand, it is forbidden to copy, reproduce and distribute the data collected on our website, whatever the electronic medium, which allows the availability of this information to multiple users without the written authorisation of AGRIORBIS CARTHAGO, S.L.

The copying, reproduction and distribution of pages and images from the website is also prohibited, even if the source is cited.

In any case, the correct use of the information does not allow the manipulation or alteration of its contents.

Exclusion of liability, advice or recommendations

AGRIORBIS CARTHAGO, S.L. is not responsible directly, indirectly or subsidiarily for any damage or harm suffered by the user arising from access to this website or the use of information or applications contained therein.

Confidentiality of personal data:

1- The data that users provide as a result of the use and request of the different services offered through the Website that is accessed, among others, through the main address <https://www.agriorbis.es> will be subject to automated processing and incorporated into the corresponding file whose controller is AGRIORBIS CARTHAGO, S.LC/ Rodrigo de Caro, nº1, 1ºF, CP 30319 Miranda, Cartagena, Region of Murcia.

2- When it is necessary to provide personal data for the use or request of any service, users will guarantee its veracity, accuracy, authenticity and validity. In this sense, it will be the obligation of users to keep the data updated in such a way that they correspond to reality at all times.

3 - By providing personal data by requesting the services offered through this Website or sending them by any other means, users declare that they fully and unreservedly accept the incorporation of the data provided into the files of AGRIORBIS CARTHAGO, S.L. and their automated processing, under the terms stipulated in this document.

4 - Users may exercise, at any time, the rights of access, rectification, cancellation and opposition of their collected and archived data. The exercise of these rights may be made by written communication to the following address: C/Mayor, 55 Pol. Ind. Camposol de Puente Tocinos C.P: 30006 Murcia indicating "personal data" as a reference.

5 - The e-mail address provided by users during the contracting process or subscription to any service offered by AGRIORBIS CARTHAGO, S.L., may be used subsequently by AGRIORBIS CARTHAGO, S.L. to send commercial and promotional information, with the prior consent of the interested parties, which will be understood to be granted if they do not state anything to the contrary before the end of the contracting or subscription procedure. The user may revoke their consent at any time by sending a written communication to the following address: C/ Rodrigo de Caro, nº1, 1ºF, CP 30319 Miranda, Cartagena, Región of Murcia.

6 - AGRIORBIS CARTHAGO, S.L. undertakes not to collect unnecessary information about its users, to treat with extreme diligence the personal information that may be provided, and to comply at any stage of the processing with the obligation to maintain secrecy with respect to the data provided by users.

7 - Likewise, AGRIORBIS CARTHAGO, S.L. undertakes to adopt at all times the legally required technical and organisational measures to prevent the loss, alteration, or alteration of the 6 -

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7 - Likewise, AGRIORBIS CARTHAGO, S.L. undertakes to adopt at all times the legally required technical and organisational measures to prevent the loss, alteration, or alteration of the unauthorised access, implementing for this purpose all the technical means and systems at its disposal, taking into account the state of technology, the nature of the data stored and the risks to which they are exposed, whether they come from human action or from the physical or natural environment. However, users should be aware that security measures on the Internet are not impregnable.

8 - AGRIORBIS CARTHAGO, S.L. reserves the right to modify its personal data processing and security policy at any time, always respecting current legislation on data protection, and after notifying the interested parties, either by publication on this page or anywhere else on the Website, or by any other means of communication or dissemination that it deems appropriate.

Types of data collected

Among the types of personal data that this application collects, by itself or through third parties, are: name; surname; telephone number; email address; Cookies; Usage Data; Data communicated during the use of the service; Various types of data.

Full details of each type of personal data collected are provided in the dedicated sections of this privacy policy or in the specific explanation texts displayed prior to data collection.

Personal data may be freely provided by the user or, in the case of usage data, collected automatically when using this app.

Unless otherwise specified, all Data requested by this Application is mandatory and failure to provide this Data may make it impossible for this Application to provide its services. In cases where this Application specifically states that some Data is not mandatory, Users are free not to communicate this Data without consequences for the availability or operation of the Service.

Users who are unsure of which personal data are mandatory may contact the Website Owner.

Any use of Cookies, or other tracking tools, by this Application or by the Website Owners of third-party services used by this Application is for the purpose of proporcionar the Service required by the User, in addition to any other purpose described herein. and in the Cookie Policy, if available.

Users are responsible for the Personal Data of third parties obtained, published or shared through this Application and confirm that they have the consent of the third party to provide the Data to the Website Owner.

Retention Time

Personal data will be processed and stored for as long as necessary for the purpose for which it was collected.

Therefore:

- Personal Data collected for purposes related to the execution of a contract between the Website Owner and the User will be kept until said contract has been fully fulfilled.
- Personal data collected for the purposes of the legitimate interests of the Website Owner will be kept for as long as necessary to fulfil these purposes. Users can find specific information on the legitimate interests pursued by the Website Owner in the relevant sections of this document or by contacting the Website Owner.

The Website Owner may be allowed to keep Personal Data for a longer period provided that the User has given his/her consent to such processing, provided that such consent is not withdrawn. In addition, the Website Owner may be obliged to retain Personal Data for a longer period whenever it is necessary for compliance with a legal obligation or by order of an authority.

Once the retention period expires, the Personal Data will be deleted. Therefore, the right of access, the right of cancellation, the right of rectification and the right to data portability cannot apply after the expiry of the retention period.

The purposes of the processing.

The data relating to the user is collected to allow the Website Owner to provide its services, as well as for the following purposes: contact with the user, analysis, interaction with external social networks and platforms, marketing and behavioural targeting, contact management and sending messages, interaction with data collection platforms and other third parties, content comments, viewing content from external platforms, advertising, protection against SPAM, management and storage of backups, interaction with live chat platforms and transfer of data outside the EU.

Users can find more detailed information about such processing purposes and about the specific Personal Data used for each purpose in the respective sections of this document.

Contact form (this application); By completing the contact form with his/her Data, the User authorizes this Application to use this data to respond to requests for information, appointments or any other type of request, as indicated in the header of the form.

Personal data collected: email address; first name; surname; phone number.

The rights of users.

Users may exercise certain rights with respect to their data processed by the Website Owner.

In particular, users have the right to do the following:

- Withdraw your consent at any time. Users have the right to withdraw consent where they have previously consented to the processing of their Personal Data.
- Object to the processing of your data. Users have the right to object to the processing of their Data if the processing is carried out on a legal basis other than consent.
- Access to your data. Users have the right to know whether data is being processed by the Website Owner, to obtain information on certain aspects of the processing and to obtain a copy of the data being processed.
- Verify and right to rectification. Users have the right to verify the accuracy of their data and request that it be updated or corrected.
- Restrict the processing of your data. Users have the right, under certain circumstances, to restrict the processing of their data. In this case, the Website Owner will not process your Data for any purpose other than its storage.
- Right to erase personal data. Users have the right to obtain the deletion of their data from the Website Owner.
- File a complaint. Users have the right to lodge a complaint with the competent data protection authority.

How to exercise these rights.

Any request to exercise user rights may be addressed to the Website Owner via the contact details provided herein. These requests can be made free of charge and will be dealt with in less than a month by the Website Owner.

Applicable law and jurisdiction: The use made of our Website is governed by Spanish Law regardless of the legal environment of the user. Any dispute arising out of these Terms of Use shall be resolved in the Spanish Courts of Murcia.