

TERMS OF USE



WHO WE ARE (HEREINAFTER “THE COMPANY”):

Identity	ALTO DE CASABLANCA S.A. Tax identity number (RUT) N° 96.762.990-1
Registration details	Tax identity number (RUT) N° 96.762.990-1
Postal address	Ruta 68 Km 66 s/n, Casablanca
Telephone	56322320000

Identity	GONZALEZ BYASS, S.A Tax identity number: A11605276
Registration details	Cádiz Companies Registrar, Book 604, Sheet 56, Page CA-826.
Postal address	Calle Manuel María González (Aptdo. 1710), 12 – 11403 Jerez de la Frontera (Cádiz)
Telephone	(+34) 956357000

The COMPANY welcomes you and invites you to read carefully the General Conditions of Use for this Website (the “General Conditions of Use”) describing the terms and conditions that shall be applicable to your browsing the Website, in accordance with the applicable Spanish laws. As the COMPANY could, in future, modify these Conditions of Use, we recommend that you periodically re-visit them to be duly informed of any changes.

So that the website complies with the criteria of transparency, clarity and simplicity, the COMPANY informs the User that all suggestions, doubts or queries about the General Conditions of Use will be received and resolved by contacting the COMPANY by email lopd@gonzalezbyass.es

NOTICE: Authorised users: This Website is solely for users who have attained the minimum legal age required to consume and buy alcoholic beverages. If, according to the laws of the country from which you are accessing this Website, you have not attained the minimum legal age required to consume and buy alcoholic beverages, you must leave this Website immediately.

1. PURPOSE

The COMPANY supplies the content and services available on this Website, subject to the current General Conditions of Use as well as the policy on the processing of personal data (the “Data Protection Policy”). Access to this Website, or its use in any way, bestows the category of “User” and implies the acceptance without reservation of each one of the current General Conditions of Use, which the COMPANY reserves the right to modify at any time. Therefore, it is the responsibility of each User to read carefully the current General Conditions of Use each time the User accesses this Website. If the User does not agree with any of the conditions described here, the User should not visit this Website.

Furthermore, the User is advised that, on occasion, particular conditions may be established for the use of specific content and/or services on the Website. The use of such content and services shall imply the acceptance of the particular conditions specified.

2. SERVICES

Through the website, the COMPANY offers Users the opportunity to access information about the COMPANY, its contact details, its products and services, its prices and fees, its commercial offers, its location, a contact section for submitting inquiries by providing your personal data, and links to access social networks (the “Services”).

3. PRIVACY AND DATA PROCESSING

The COMPANY processes personal data according to the rules established under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/ and Organic Law 3/2018. Information on personal data, according to Article 13, section 2 of the Regulation, may be consulted in our [Privacy Policy](#).

4. INDUSTRIAL AND INTELLECTUAL PROPERTY

The User recognizes and accepts that all the content displayed on the Website, and especially the designs, texts, images, logos, icons, buttons, software, trade names, trademarks or any other emblem capable of industrial and/or commercial use are subject to Intellectual Property rights and that all trademarks, trade names, distinctive emblems, all industrial and intellectual property rights over the content and/or any other elements inserted into the page are the exclusive property of the COMPANY and/or of third parties who have the exclusive right to use them in the course of trade. Therefore, the User agrees not to reproduce, copy, distribute, make available, or in any other way publicly communicate, transform, or modify such content and to keep the COMPANY from any harm that may arise as a result of a claim for the failure to comply with those obligations. Access to the Website in no case implies any kind of waiver, transmission, license, or assignment, either total or partial, of those rights, except where there is an expression to the contrary. The current General Conditions of Use of the Website do not confer on the User any right to use, alter, exploit, reproduce, distribute or communicate publicly the Website and/or its content other than in the ways expressly provided for here. Any other use or exploitation of any of the rights shall be subject to the prior express authorization specifically granted for that purpose by the COMPANY or by a third-party owner of the affected rights.

The content, texts, photographs, designs, images, software programs, source codes, and, in general, any intellectual creation existing on this Website, as well as the Website as a whole as a multimedia artistic work, are protected as copyright under intellectual property legislation. The COMPANY is the owner of the elements that make up the graphic design of the Website, the menus, browsing buttons, the HTML code, the texts, images, structures, graphics, and any other content of the Website, or, in any case, possesses the appropriate authorization for the use of such elements. The content displayed on the Website cannot be reproduced, either in whole or in part, or transmitted or recorded by any information recovery service, in any way or by any means, without the prior express written authorization of the Entity.

Furthermore, it is prohibited to delete, evade, and/or manipulate the copyright, as well as technological protection devices or any information mechanisms that could contain content. The User of this Website undertakes to respect the rights set forth here and to avoid any action that might prejudice them. The COMPANY reserves, in all cases, the right to take any legal action available to it in the defence of its lawful industrial and intellectual property rights.

5. OBLIGATIONS AND RESPONSIBILITIES OF THE USER OF THIS WEBSITE

The User undertakes:

To make appropriate and lawful use of this Website and its content and services in accordance with: (i) the legislation in force at the time; (ii) the General Conditions of Use of the Website; (iii) generally accepted moral standards and good practice and (iv) public order.

To provide all the technical means and requirements that are needed to access the Website.

To provide truthful information when filling out personal data forms contained on the Website and to keep them updated at all times in accordance with the User's actual situation. The User shall be the only party liable for any false or incorrect claims and for any harm caused to the COMPANY or to a third party by the information provided.

Notwithstanding anything in the preceding clause, the User must furthermore abstain from:

- a)** Making unauthorised or fraudulent use of the Website and/or its content for unlawful ends or purposes that are prohibited under the General Conditions of Use, harmful to the rights and interests of third parties or that in any way could damage, disable, overload, impair or impede the normal use of the services, documents, archives and all classes of content stored on any computer hardware.
- b)** Accessing or attempting to access resources or restricted areas on the Website without complying with the conditions required for such access.
- c)** Causing damage to the hardware or software systems of the Website, its providers or of third parties.
- d)** Introducing or spreading computer viruses on the network or on any other software or hardware system that are likely to cause damage to the software and hardware systems of the COMPANY, its providers or of third parties.
- e)** Attempting to access, use and/or manipulate the data of the COMPANY, third parties or of other Users.
- f)** Reproducing, copying, distributing, allowing public access by any means of public communication, transforming, or modifying the content, except where the User is authorised by the owner of the corresponding rights or where it is legally permitted to do so.
- g)** Deleting, hiding or manipulating notes on the industrial and intellectual property rights and other data identifying the rights of the COMPANY or of third parties, which are incorporated into the content, as well as technical protection devices or any other information mechanism that could be inserted into the content.
- h)** Obtaining or attempting to obtain content by using means or procedures other than those that, as the case may be, have been made available for that purpose or have been expressly indicated on the website where such content is found, or, in general, that are normally used on the Internet so as not to pose a risk of damaging or disabling the Website and/or its content.
- i)** In particular, and merely as an indicative and not exhaustive list, the User undertakes not to transmit, share or make available to third parties information, data, content, messages, graphics, artwork, sound and/or image archives, photographs, recordings, software and, in general, any kind of material that:
 - (i)** In any way is contrary to, devalues, or infringes fundamental rights and civil liberties recognised constitutionally in International Treaties and current legislation.
 - (ii)** induces, incites or promotes acts that are criminal, denigrating, defamatory, violent or, in general, are contrary to law, morality, generally accepted standards of good practice or public order.

- (iii)** Induces, incites or promotes actions, attitudes or ideas that discriminate on the basis of sex, race, religion, beliefs, age or ability.
- (iv)** Incorporates, makes available or allows access to products, elements, messages and/or services that are unlawful, violent, offensive, harmful, degrading or, in general are contrary to law, morality, generally accepted standards of good practice or public order.
- (v)** Induces or could induce an unacceptable state of anxiety or fear.
- (vi)** induces or incites participation in dangerous practices that cause harm or pose a risk to physical and mental health.
- (vii)** Pertains to the COMPANY or to third parties and that is protected by legislation on industrial or intellectual property, where its use has not been authorised.
- (viii)** Is contrary to honour, personal and family privacy or personal image.
- (ix)** Constitutes any kind of advertisement.
- (x)** Includes any kind of virus or programme that impedes the normal functioning of the Website.

If, in order to access some services and/or content on the Website, you are provided with a password, you are obliged to use it in a proper manner, keeping it secret at all times. As a result, you shall be responsible for its appropriate safekeeping and confidentiality, undertaking not to share it with third parties, whether temporarily or permanently, nor to permit access to the aforementioned services and/or content by persons unconnected. Similarly, you are obliged to notify the COMPANY of anything that could suppose an unwarranted use of your password, such as, for example, its theft, loss or unauthorised access, so that the password may be cancelled immediately. Consequently, until such notification is made, the COMPANY shall be exempt from all liability that could arise from the improper use of your password, and the User shall be liable for any unauthorised use of the Website's content and/or services by an unauthorised third party.

If the user fails to comply, whether negligently or intentionally, with any of the obligations established in the current General Conditions of Use, the User shall be liable for all damage and loss that such failure to comply may cause to the COMPANY.

6. LIABILITIES

The COMPANY does not guarantee continued access to, or the correct display, downloading or use of, the elements and information contained in the pages of the Website, which may be impeded, disabled or interrupted by factors or circumstances beyond the COMPANY's control.

The COMPANY is not responsible for any decisions that may be adopted as a result of access to the content or information offered.

The COMPANY may interrupt the service or terminate with immediate effect its relationship with the User if it detects any use of the Website or of any of the services it offers therein that is contrary to the current General Conditions of Use. The COMPANY is not liable for damage, loss, claims or expenses as a result of using the Website. It shall be responsible solely for deleting as soon as possible any content that could cause such damage or loss only when it has been notified. In particular, it shall not be liable for losses that arise from, among other things:

- (i)** interferences, interruptions, defects, omissions, telephone failures, delays, blockages or disconnections in the functioning of the electronic system, caused by deficiencies, overloads and faults in communication lines and networks, or for any other external cause not under the control of the COMPANY.
- (ii)** unlawful interference by malware of any kind and by any kind of media, such as computer viruses or any others.
- (iii)** improper or inadequate use of the Website.

(iv) security or browsing errors caused by the poor functioning of the browser or by the use of an outdated version of the browser. The COMPANY's directors reserve the right to withdraw, in whole or in part, any content or information presented on the Website.

The COMPANY excludes liability or damage and loss of any kind that could be attributed to the User's incorrect use of freely available services. Furthermore, the COMPANY is exempt from any liability for the content and information that might be received as a result of the use of data collection forms, as these forms are solely for the delivery of advisory services. Moreover, in the event that damage and loss are caused by the unauthorized or incorrect use of those services, the User may be sued by the COMPANY for the damage and losses caused.

The User shall protect and keep the COMPANY safe from, and, in the event, indemnify it for, any damage or loss caused by claims, acts or legal actions by third parties as a result of the User's access to, or use of, the Website. In addition, the User shall indemnify the COMPANY for any damage or losses that result from the use of "robots," "spiders," "crawlers," or similar tools used for the purpose of imposing an unreasonable volume of traffic on the Website.

7. HYPERLINKS

The User shall not reproduce in any way, not even by link or hyperlink, the Website of the COMPANY, or any of its content, except where expressly authorized in writing by the COMPANY.

The Website of the COMPANY includes links to other websites managed by third parties, for the purpose of providing the User with access to information about the COMPANY's partners and/or sponsors. The COMPANY is not responsible for the content of those websites, nor is it a guarantor of the party offering the services and/or the information that is offered to third parties by means of hyperlinks to third-party websites.

The User has a limited, revocable and non-exclusive right to create hyperlinks to the Website's home page exclusively for the User's private use and not for commercial use. Those websites that include a hyperlink to our Website (i) shall not imply that the COMPANY recommends that website or its services; (ii) shall not misrepresent its relationship with the COMPANY nor imply that the COMPANY has authorised such a link, nor include trademarks, commercial or trade names, logos or other distinctive emblems of the COMPANY; (iii) shall not include content that might be considered in bad taste, obscene, offensive, controversial, that incites violence or discrimination on the basis of sex, race or religion, contrary to public order or unlawful; (iv) shall not link to pages of the Website other than the home page; (v) shall link by using the correct address of the Website, without permitting the website that creates the link to reproduce the Website as part of its own website within one of its frames or create a browser on any of the pages of the Website. The COMPANY has the power to request at any time that the link be deleted, whereupon the link shall be deleted immediately. The COMPANY does not control the information, content, products or services provided by other websites that have created links to the Website.

Consequently, the COMPANY does not assume any kind of liability for any matter relating to such websites.

8. COOKIES

You may consult the information about cookies by accessing our [Cookies Policy](#).

9. DURATION AND TERMINATION

The provision of services on the current Website and other services has, in principle, an unlimited duration. Nevertheless, the COMPANY could terminate or suspend the portal services. When this happens, the COMPANY shall announce the termination or suspension of specific service.

10. DECLARATIONS AND GUARANTEES

In general, the content and services offered on the Website are for information purposes only. Therefore, in offering them, the COMPANY does not grant any declaration or guarantee in connection with the content and services offered on the Website, including, for example, guarantees of lawfulness, reliability, utility, truthfulness, accuracy or marketability, except to the extent that the law does not exclude such declarations and guarantees.

11. FORCE MAJEURE

The COMPANY shall not be liable in any case where it has been impossible to provide services owing to prolonged interruptions to the electricity supply, telecommunication lines, social conflicts, strikes, rebellions, explosions, floods, acts and omissions by the Government, and in general all cases of Acts of God or force majeure.

12. DISPUTE RESOLUTION. APPLICABLE LAW AND JURISDICTION

The current General Conditions of Use, as well as use of the Website, shall be governed by Spanish law. All disputes shall be resolved before the courts of Cádiz.

in the event that any stipulation of the current General Conditions of Use becomes unenforceable or void under applicable legislation or as a result of a judicial or administrative decision, such unenforceability or nullity shall not render the current General Conditions of Use unenforceable or void as a whole. In that case, the COMPANY shall modify or replace the stipulation with another that is valid and enforceable and that, as far as possible, attains the aims and objectives reflected in the original stipulation.