

Website conditions for access and use.

This section includes information about the conditions for access and use of the Website that might be known by the user.

This information is needed for the purposes provided in the Law "34/2002 de Servicios de la Sociedad de la Información y de Comercio Electrónico".

Company: FACTUM ARTE DESARROLLOS DIGITALES, S.L. ("FACTUM ARTE" or the "Company")

VAT Registration Code number: B-83059493

Registered offices: Calle Albarracín nº 28, 28037 (Madrid, Spain)

Telephone number: (0034) 91 550 09 78

Acceptance of the General Conditions

The General Conditions provided below, shall govern the use of **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** Website.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. provides access to its Website under the following terms of use:

Access to the **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** Website attributes the status of User to anyone that does so, and express the full and unreserved acceptance on the part of the USER of each and every one of the General Conditions that are published at the time the User access to the Website.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. highly recommends the User to carefully read the [General Conditions](#) content every time the Website is going to be used.

Use of "Cookie" Technology

FACTUM ARTE DESARROLLOS DIGITALES, S.L. uses cookies when User browses the Web. These Cookies are associated only with an anonymous user and its computer and they do not provide references that allow deduce the name and last name of the User.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. cookies cannot read data from the User's Hardware nor read the cookie files created by other services suppliers.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. encodes identifying data from the User in order to have a higher level of security. Through the cookies, **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** can recognize registered Users after they have first registered, allowing them not to have to register each time they visit the Website.

You can set your browser to issue a warning upon receipt of a cookie and can also block cookies from being installed on the computer's hard disk. The acceptance of our cookies is not necessary requirement to visit our Website.

The User has the possibility of configure its Navigator to be warned on its screen of the reception of the cookies and prevent the cookies installation on its hardware.

To be able to use the Web is not needed to allow the installation of the cookies sent. However, not installing them entails the necessity of registration every time the User access to a service that requires a previous register.

Refusal and withdrawal of access to the Website and/or the service

FACTUM ARTE DESARROLLOS DIGITALES, S.L. reserves the right to refuse or withdraw access to the Website at any moment and without prior notice to those Users who do not abide by these General Conditions or the particular ones that might be applicable.

Jurisdiction and applicable legislation

The present General Conditions, like any relation among the User and **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** will be governed like this by the Spanish legislation. In the event of any dispute arising from the existence or content of these General Terms and Conditions or from the relationship between the User and **FACTUM ARTE DESARROLLOS DIGITALES, S.L.**, both parties expressly waive any other privileges that might correspond to them and agree to submit to the jurisdiction and exclusive competence of the Law Courts and Tribunals of Madrid.

Legal information in data collection

The user guarantees the authenticity and veracity of all the data given when filling the request for information forms and budget requests, purchasing, booking...etc. or at any other moment. It is his responsibility to update the provided information in order to show the real situation. The User will be responsible for the inexactitude or falseness of the given information.

By submitting the User´s Personal Data through filling out the different request for data forms of this Site, the User agrees to the terms of this Legal Notice and expressly consents to such Personal Data being processed by **FACTUM ARTE DESARROLLOS DIGITALES, S.L.**, and particularly accepts its collection, use, disclosure and incorporation into a file duly registered in the "Agencia Española de Protección de Datos" (www.agpd.es) which the Company is responsible for, **with the objective of facilitating more information to the Company, informing about the products and selling products via online.**

FACTUM ARTE DESARROLLOS DIGITALES, S.L. has adopted technical and organizational measures to protect the Personal Data collected and subject to automated data processing.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. is committed at all times, to treat the Personal Data according with the relevant Law and Regulations regarding Data Protection, as well as establish the relevant undertakings of confidentiality with third parties, to whom these Personal Data are transferred or allowed the access to.

The Users are informed, according to the article 5 of the Law 15/1999, that they may always exercise their rights of access, rectify, cancel and oppose whenever they want, by posting a signed letter, together with a copy of the personal ID card of the owner of the data, addressed to **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** with the title "Protección de datos", "Calle Albarraçín, nº 28, 28037 (Madrid)" (Phone Number: 91 550 09 78); or through an email addressed to: factum@factum-arte.com

Registration procedure to access as registered User

User may need to register as a registered User of www.factum-arte.com in order to access certain services.

The application for the registration as a User and the assignment of a password to enter in the User´s area does not imply by any means the automatic assignment of an Access Key, as this would always be an optional decision from **FACTUM ARTE DESARROLLOS DIGITALES, S.L.**

FACTUM ARTE DESARROLLOS DIGITALES, S.L. reserves the right to terminate the User's account and Key Access without previous notice, as well as to eliminate the application and registration from our database at any time.

Access key must be used in accordance with the following terms of use:

- ✓ The username, email address and password assigned to the registered User are personal and non-transferable.
- ✓ The User is required to diligently guard and maintain in secret his username and password.
- ✓ It will be the registered User's responsibility to issue the due diligence to prevent the access or use of the services at their disposal by third parties that can access, or use in their name, the User's codes or identifying keys.
- ✓ The registered User will be the sole responsible for the choice, loss, removal or unauthorized use of any code or identifying key, as long as for any direct or indirect consequences which may result from these events.
- ✓ The registered User shall communicate to **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** as soon as possible the lost, and removal or not authorized use of his username and password. This communication shall be made in writing to the address of the registered offices or via email to factum@factum-arte.com
- ✓ This communication will be also required when the User has even the suspicion of the described facts. Given the case, **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** will proceed to deregister the registered User, without prejudice to be able to re-initiate again the registration procedure.
- ✓ The User will be able at any moment to terminate itself immediately as a User through a written communication addressed to the registered offices or via email. That decision would not have a retroactive character.

The interested User will solicit through the Web form his User's and password assignment that cannot be sent without the previous reading and acceptance of the terms and conditions written down in the Legal Notice.

The username will be a valid email address or a valid user name (exclusively owned by him). The email address given could be used by **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** for communicating with him.

The requirements received from the Users will be evaluated and its authenticity will be contrasted by **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** team. They will be answered via email to the email address provided, together with the terms and conditions, the Key Access and the password.

The received requirement means the express acceptance of the stated conditions.

Adequate use

The information and materials contained at the **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** Website, including the text, images, arrangement, and general design (collectively, the "Content") are owned or licensed by the **FACTUM ARTE DESARROLLOS DIGITALES, S.L.**

All the Content included in the Website are given to the sole effects of information, so that in any case can be used as a base for appeals and complaints, nor constitute a source of law. **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** reserves the right to modify, without prior notice, the Website Content.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. reserves the right to change or modify the terms, conditions, and notices under which you may use www.factum-arte.com. **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** will post all changes or modifications to these Terms on Webpage. Each use of the Webpage will constitute your acceptance of the Terms posted on the Webpage at that time.

The Users undertake to make proper use of the of the content and services of www.factum-arte.com, and the utilities supplied to them, in accordance with the law, the present legal document and any instructions or notices sent to them.

Users undertake to use the Website and all its Content solely for lawful purposes that are not proscribed and do not infringe any prevailing laws. Likewise, they undertake to refrain from any use that could harm the legitimate rights of **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** or any third party, and/or could cause any damage or injury, whether directly or indirectly.

To that effect, Users shall refrain from using any Content of the Website for any aims or purposes that may be unlawful, proscribed by the present legal document, harmful for the

rights and interests of third parties, or which could in any way damage, disable, overload, deteriorate or prevent the normal functioning of the Website, computer equipment or documents, files and any type of content stored on any IT equipment (hacking) of **FACTUM ARTE DESARROLLOS DIGITALES, S.L.**, of other Users or any Internet user (hardware and software).

Users undertake specifically, but without limitation, not to transmit, disseminate or place at the disposition of third parties, information, data, content, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any type of material that:

- Is in any way contrary to, contemptuous of, or that attacks fundamental rights and public liberties recognized constitutionally, or by international treaties or any other legislation;
- Induces, incites or promotes criminal, denigrator, defamatory, slanderous or violent actions or that, in general, is contrary to the law, generally accepted morality and proper conduct or public order;
- Induces, incites or promotes actions, attitudes or thoughts that are discriminatory for reasons of sex, race, religion, beliefs, age or condition;
- Incorporates, makes available or allows access to products, elements, messages and/or services that are criminal, violent, offensive, injurious, degrading or, in general, contrary to the law, generally accepted morality and proper conduct and public order;
- Is false, ambiguous, inaccurate, exaggerated or extemporaneous, such that it induces or could induce to error as regards the aim, intentions or purpose of the informant;
- Is protected by any industrial or intellectual property rights belonging to third parties, without Users having obtained the necessary prior authorization from the owners for the use they are making or wish to make of it;
- Violates the commercial secrets of third parties;
- Is contrary to people's right to honor, personal and family privacy or personal image;
- In any way harms the reputation of **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** or third parties;
- Infringes regulations governing the secrecy of communications;
- constitutes, as appropriate, unlawful, misleading or unfair advertising or, in general, constitutes unfair competition;
- Incorporates a virus or other physical or electronic elements that could damage or prevent the normal operation of the network, system or IT equipment (hardware and software) of **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** or third parties, or could damage electronic documents and files stored in said IT equipment;

- By its characteristics (such as format, extension etc.), causes problems for the normal operation of the Service;

In accordance with the above provisions, Users are authorized to view or download the Content solely for their personal, educational, non-commercial use. Users undertake to use the Content made available to them on the Website, this being deemed as but not limited to the texts, photographs, graphics, images, icons, technology, software, links and other audio-visual or sound content, as well as its graphic design and font codes , in accordance with the law, the present legal document, other notices, rules and regulations governing use and instructions made known to them, as well as in accordance with generally accepted morality and proper conduct and public order, and, in particular, they undertake not to:

- Reproduce, copy, distribute, make available or in any other way publicly communicate, alter or modify the Content, unless it is with the authorization of the owner of the corresponding rights or it is legally allowed (Reproduction of the Content except as specifically provided in this paragraph is prohibited without the express written authorization of the **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** or the copyright owner). Any publication or commercial use of the Content is strictly prohibited. Copying, redistribution or exploitation of the Content for personal or corporate gain is not permitted.
- Delete, manipulate or alter in any other way the copyright or other data identifying the rights reserved by **FACTUM ARTE DESARROLLOS DIGITALES, S.L.**
- Users shall refrain from obtaining or attempting to obtain the Content by means or procedures other than those, depending on the case, that have been put at their disposal for this purpose or have been indicated for this purpose on the Website where the Content are to be found or, in general, those that are usually used on the Internet for this purpose, as long as they do not entail any risk of damaging or disabling the Website, the Services and/or the Content.

Users shall be liable for the damages of any nature that **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** might suffer as a consequence of breach of any of the obligations to which they are subject in relation to utilization of the Website pursuant to current legislation.

Intellectual Property Rights

The Content of www.factum-arte.com is intellectual property of **FACTUM ARTE DESARROLLOS DIGITALES, S.L.**, and they are protected according to the current national and international Intellectual Property Laws.

It isn't permitted to establish this Webpage as a frame for other Webs, although it can be set a link to our Webpage, as long as it cannot be related to false, inexact or incorrect statements; nor can it induce to error or confusion or be against the laws, the moral or the good customs.

Users may not be understood to have been ceded, by virtue of the provisions of this legal document, any exploitation rights or others that exist, or may exist, over said Content, beyond what is strictly necessary for the proper use of the Website.

The Users could download the Webpage on their cellphones as far as it is for private use, without commercial purposes, so that they may not alter, rent, provide, sell, copy, reproduce, transfer, distribute or create works deriving from or based upon the Website or upon its content. The User may not connect this Website to another Website, nor resell or redistribute any part of the Website, nor provide third parties with access to the Website.

An infringement of any of the aforementioned rights may constitute a violation of the present provisions, as well as an offense punishable in accordance with articles 270 and following of the Penal Code.

Author Rights

Every author rights (copyrights) and other intellectual property rights on the graphic material, graphics, texts, video and audio clips, brands, logos and every other content available in the Webpage are of **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** property or are used under authorization.

Although you can copy any part of this Website to your own computer for your personal use, you may not copy or incorporate any of the Content available on the Website into any other work, including your own Website, or use the Content in any other public or commercial manner.

That means you may not post or redistribute any portion of our Website unless you have a license from us to do so. That also means that **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** retains full and complete title to all such Content, including any downloadable software or code, any images incorporated in or generated by the software, and all data accompanying it. You must not copy, modify, reproduce, upload, transmit, distribute, reverse-engineer, disassemble or otherwise convert it to another form.

Length of Service

FACTUM ARTE DESARROLLOS DIGITALES, S.L. does not guarantee the availability or continuity of the Website. Whenever it is reasonably possible, there will be a forewarning of interruptions to the functioning of this Website and its services. **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** does not guarantee either the usefulness of the Webpage and the Services to carry out any activity in particular, nor its infallibility and, in particular, although not exclusively, that the Users may effectively use the Webpage and the Services, accessing the different Web pages that make up the Web Portal or those from which the Services are rendered.

The access to the Webpage has an indefinite length. Nevertheless **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** reserves the right of stopping the access, without previous notice, to the Users that in its opinion, infringe the terms of use of its Web page and exercise what legal actions are deemed convenient. **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** also reserves the right of restricting the access of some sections of the Web to the general public, allowing the access just to some Users or Groups of Users through the delivery of a password for which they will be responsible.

Exclusion of liability

FACTUM ARTE DESARROLLOS DIGITALES, S.L. realizes the maximum efforts to avoid any error in the Webpage Content, but does not guarantee or is responsible for the possible errors that appear in the Webpage.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. shall under no circumstances be responsible for damages that might derive from:

- Lack of availability of or accessibility to the Website or to the other sites with which links have been established.
- Interruptions in the operation of the Website or computer breakdowns, telephone faults, disconnections, delays or saturations caused by deficiencies or overloading of telephone lines, of the Internet system or of other electronic systems occurring in the course of operation thereof, and
- The eventual transmission of elements that can negatively affect the informatics systems.
- The exactitude, exhaustiveness and occasional actualization of the Webpage Content.
- Other damage that might be caused by third persons by means of unauthorized intrusions beyond the control of the Foundation.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. does not guarantee the reliability, availability or continuity of its Web site, or of its Content; so its use by the User is made

under its own risk, and at any moment responsibility can be required to **FACTUM ARTE DESARROLLOS DIGITALES, S.L.**

FACTUM ARTE DESARROLLOS DIGITALES, S.L. does not guarantee the accuracy and reliability of the information contained in the www.factum-arte.com pages which are not own-elaborated and whose content belongs to third parties information sources. **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** shall only be liable for its own services and Content directly elaborated by itself and identified as its intellectual and industrial property.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. neither guarantees nor is liable for any damages of any kind, which are due to the following circumstances:

- The lack of continuity of the operation of www.factum-arte.com, including the incorrect operation of the Web pages.
- The lack of use, suitability or validity of the services and content provided on www.factum-arte.com with regard to the results and expectations of the USER.
- The existence of viruses or programs in the User's computer or due to the presence of a virus in the services provided by third parties through www.factum-arte.com.
- The access by non-authorized third parties to the conditions, characteristics and circumstances of access and use of Users to www.factum-arte.com Website.
- Under no circumstance, including indirect, special, consequential, punitive damages, negligence, loss of revenues, lost profits, loss of goodwill, loss of use, loss of profit, loss of data, etc. arising out of or in connection with the access to and/or the use of www.factum-arte.com Website.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. accepts no responsibility for lack of usefulness or suitability of this Website for a specific purpose.

Neither can **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** accept responsibility for harm the User might suffer due to errors or omissions in the Content of this Website, although it undertakes to check and supervise from time to time the Content and information thereof.

In the event that **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** becomes aware that the information or activity to which Users are directed from said links is unlawful, constitutes an offence or may injure goods or rights of a third party that lend themselves to indemnity, it will act with the necessary diligence to remove or disable the corresponding link as soon as possible. **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** will also try, to the extent of its possibilities, to actualize and rectify all the information included in its Webpage that do not accomplish the minimum guarantees of truthiness. Even though **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** will remain exempted from any responsibility if the information is not actualized or exact.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. under no circumstances accepts responsibility for the use that Users may make of the username, passwords, Website (products and services) or of the Content, or for damages that might derive therefrom.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. reserves the right to eliminate any content that is false, inexact or against the law, moral or public order.

Purchase conditions

Payment forms

You may pay for your purchases using the following methods:

-PAYPAL: **FACTUM ARTE DESARROLLOS DIGITALES, S.L.**, provides a safe payment method by debit or credit card using PayPal.

PayPal does not charge commission on payments.

Entering credit card or bank account details is not necessary for each additional purchase. You only need a username and a password to make payments or send money via online, neither will your credit card details or bank account details will be shared with **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** or disclosed on the internet.

Any other form of payment can be organised by calling **91 550 09 78**.

Delivery time

Delivery time depends on the region and the shipping method selected for delivery.

Forms of delivery

Residential delivery: if home delivery is requested, you will receive your order directly to the address that you provide during when placing the order.

If you are not present on the day of delivery, the carrier will leave a notice to arrange another delivery date.

Any other method of delivery can be organised by calling 91 550 09 78.

Shipping and handling costs

Location	Amount
Iberian Peninsula	8€
Balearic and Canaries Islands	ask for prices
Ceuta and Melilla	ask for prices
Europe	ask for prices
Rest of the World	ask for prices

Shipping costs are billed only once although your order may be delivered in a number of separate packages.

Prices for shipping and handling costs do not include import taxes (tariffs), which will be paid in cash on arrival by the recipient.

Special conditions: Shipping costs depend on the destination. Details may be found on our website.

For more information, please feel free to contact us: 91 550 09 78.

Return of products

To make a return, the product must be in perfect condition, in its original packaging and together with any instructional manuals, accessories and promotional gifts.

Upon receipt of the product we will proceed to refund the amount according to the method of payment used by the customer. We will not refund any shipping costs.

If, for any reason, you are not satisfied with your order, you have 15 days from the purchase date to return it. The return will be effective within the next 15 days.

Only the return of defective products and incorrect shipments will be accepted. **FACTUM ARTE DESARROLLOS DIGITALES, S.L.** will take care of the shipping costs if the client communicates this within 7 days from the date of receipt of shipment.

The shipping costs only will be reimbursed in the case of an incorrect shipment or defective product.

To organise a return, please call us on 91 550 09 78

Customer service

In order to assist you with any enquiries you may have you may call us on the following number:

Customer Service: 91 550 09 78

Purchasing process

Below is a description of the purchasing processes through our Website:

1. Customer registration.

The client registers by completing a form, with their personal data and payment details. This is recorded and in the system with a username and password determined by the client.

Submitting data is performed securely by using an advanced security system SSL (Secure Socket Layers).

Sending data purchase is performed in a completely secure way and an icon, as a closed padlock, is displayed on the browser.

From this moment, any data transfer will be performed in a completely secure way.

There are a few safety precautions that should be taken by our clients:

1. Do not share your user name or password.
2. Always use our SSL security system.
3. Always log out of the session and close the browser after using secure online services or entering the system user or password.

2. Shopping Cart.

The customer adds selected items into the shopping cart.

3. Checkout.

Once the selection of items is completed and the order is confirmed, customer identification is required.

This stage is performed in a completely secure way as it is integrated within our secure server.

4. Sending order confirmation.

FACTUM ARTE DESARROLLOS DIGITALES, S.L. will send you an order confirmation via email.