

## **LEGAL NOTICE**

SUNSET SOUNDS SL (hereinafter, "the Controller" or "the Company"), responsible for the website, makes this document available to users, with which it intends to comply with the obligations set forth in Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce (LSSICE), BOE No. 166, as well as to inform all users of the website of the conditions of use.

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

SUNSET SOUNDS SL reserves the right to modify any type of information that may appear on the website, without prior notice or notification to users, with publication on the website being understood as sufficient.

### **1. IDENTIFICATION**

SUNSET SOUNDS SL

Tax ID Number B22672380

Registered office: Calle Olmos, 50 - escalera A piso 1, 07003 Palma de Mallorca Balears

Telephone: +34611672688

Email: [mailbox@sunsetsounds.es](mailto:mailbox@sunsetsounds.es)

Website: [www.sunsetsounds.es](http://www.sunsetsounds.es)

### **2. PURPOSE**

Through this website, users are offered the possibility of accessing information about the services offered by the website Controller.

### 3. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The website, including but not limited to its programming, editing, compilation and other elements necessary for its operation, the designs, logos, text and/or graphics, are the property of the responsible party or, if applicable, have been licensed or expressly authorized by the authors or those who hold the rights to their use. All the contents of the website are duly protected by intellectual and industrial property laws and are registered in the corresponding public registers. Regardless of the purpose for which they were intended, the total or partial reproduction, use, exploitation, distribution and commercialization of the contents requires, in all cases, prior written authorization from the responsible party.

Any unauthorized use is considered a serious breach of the author's intellectual or industrial property rights.

The designs, logos, text and/or graphics that do not belong to **the responsible party** and that may appear on the website belong to their respective owners, who are themselves responsible for any possible dispute that may arise about them. The **responsible party** expressly authorizes third parties to redirect directly to the specific contents of the website.

The responsible party acknowledges the corresponding intellectual and industrial property rights of the owners, and their mere mention or appearance on the website does not imply the existence of any rights or responsibility whatsoever over them, nor does it imply any endorsement, sponsorship or recommendation by the responsible party.

If you wish to make any comments regarding possible breaches of intellectual or industrial property rights, or regarding any of the contents of the website, you may do so by writing to the above email address.

### 4. USER OBLIGATIONS AND RESPONSIBILITIES

By using the website, the **User** declares that he/she is over eighteen years of age. Minors must obtain prior permission from their parents, guardians or legal representatives to use the website, who will be considered responsible for all acts carried out by the minors in their care.

The **User** undertakes, in general, to use the website and the services linked to it diligently, in accordance with the law, morality, public order and the provisions of these general conditions and any specific conditions that may apply, and must refrain from using them in any way that could prevent the normal functioning and enjoyment of the Website and the services linked to it, or that could harm or cause damage to the property and rights of the owners of the website, its suppliers, users or, in general, any third party.

When using the website and the services linked to it, the **User** undertakes:

1. Not to introduce, store or disseminate through the website or through any of the services linked to it, any computer program, data, virus, code or any other electronic device or instrument that is capable of causing damage to the website, any of the services linked to it or any equipment, systems or networks of the website owners, any user, their suppliers or, in general, any third party, or that is otherwise capable of causing them any type of alteration or preventing the normal functioning thereof.
2. Not to use false identities or impersonate others when using the website or any of the services linked to it.
3. Not to destroy, alter, render useless or damage the data, information, programs or electronic documents of the owners of the website, their suppliers or third parties.
4. Not to introduce or disseminate any information that is defamatory, offensive, obscene, threatening, xenophobic, incites violence, incites discrimination on the grounds of sex, race, ideology or religion, or in any way violates morality, public order, fundamental rights, public freedoms, honour, privacy or the image of third parties and, in general, current legislation.

In the event that any user considers that there are facts or circumstances that reveal the illegal nature of the use of any content and/or the performance of any activity on the website or accessible through it, then he/she must send a notification to the owners of the website by writing to the email address indicated above.

The **Owner** is exempt from any liability arising from the information published on its website provided that this information has been manipulated or entered by a third party unrelated to it.

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

Continuous access, correct display, download or usefulness of the elements and information contained on the website cannot be guaranteed, as these may be impeded, hindered or interrupted by factors or circumstances beyond its control. It is not responsible for any decisions that may be taken because 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 the use of its website or any of the services offered therein is contrary to this document. The responsible party shall not be liable for any damages, losses, claims or expenses arising from the use of the website.

The Company will only be responsible for removing, as soon as possible, any content that may cause such damage, if this has been notified. In particular, we will not be liable for any damage that may arise from, among other things:

1. Interference, interruptions, failures, omissions, telephone breakdowns, delays, blockages or disconnections in the operation of the electronic system caused by deficiencies, overloads and errors in telecommunications lines and networks, or by any other cause beyond the control of the Company.
2. Illegal interference by malicious programs of any kind and through any means of communication, such as computer viruses or any other.
3. Improper or inappropriate use of the website.
4. Security or navigation errors caused by a malfunction of the browser or using outdated versions of the same. The Company reserves the right to withdraw, in whole or in part, any content or information present on the website.

The Company excludes any liability for damages of any kind that may be due to the misuse of the services freely available and used by users of the website. Likewise, it is exempt from any responsibility for the content and information that may be received because of data collection forms, which are solely for the provision of consultation and query services. Furthermore, in the event of damage or harm caused by the unlawful or incorrect use of these services, the User may be held liable for the damage or harm caused.

You will keep the Company clear of any liability for any damages arising from claims, actions or demands from third parties because of your access or use of the website. Likewise, you agree to indemnify the Company for any damages arising 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 functioning of the Website.

On the Website, the User may find links to other websites through different buttons, links, banners, etc., which are managed by third parties. The Company does not have the power or the human or technical means to know, control or approve all the information, content, products or services provided by other websites to which links are established from the Website. Consequently, the Company does not assume any responsibility for any aspect related to the website to which a link is established from the Website, specifically, but not limited to, its operation, access, data, information, files, quality and reliability of its products and services, its own links and/or any of its content in general. The establishment of any type of link by the Website to another external website does not imply that there is any type of relationship, collaboration or dependency between the Company and the person responsible for the external website.

If any User, entity or website wishes to establish any type of link to the Website, they must comply with the following stipulations:

The link shall only be directed to the Home Page of the Website; deep links are not permitted under any circumstances.

The link must be absolute and complete, i.e. it must take the User, by means of a click, to the Company's own URL and must cover the entire screen of the Website's Home Page. Under no circumstances, unless expressly authorized in writing by the Company, may the website providing the link reproduce the Website in any way, include it as part of its website or within one of its frames, or create a browser on any of the pages of the Website.

The page establishing the link may not state in any way that the Company has authorized such a link, unless the Company has expressly done so in writing. If the entity that links from its page to the Website wishes to include on its website the brand, name, trade name, label, logo, slogan or any other identifying element of the Company and/or the website, it must first obtain express written authorization.

The Company does not authorize the establishment of a link to the Website from those websites that contain material, information or content that is illicit, illegal, degrading, obscene and, in general, that contravenes morality, public order or generally accepted social norms.

The Company does not guarantee the legality, reliability or usefulness of the services provided by third parties through this website or for which the Company acts solely as an advertising channel.

## **6. IP ADDRESSES**

The website servers may automatically detect the IP address and domain name used by the User. An IP address is a number automatically assigned to a computer when it connects to the Internet. All this information is recorded in a duly registered server activity file that allows the subsequent processing of the data for the sole purpose of obtaining statistical measurements that reveal the number of page impressions, the number of visits made to the web servers, the order of visits, the access point, etc.

## **7. APPLICABLE LAW AND JURISDICTION**

For the resolution of all disputes or questions related to this website or the activities carried out on it, Spanish law shall apply, and the courts and tribunals of Palma de Mallorca shall be competent.