

# LEGAL NOTICE FOR WEBSITE

## LEGAL NOTICE

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*In accordance with Law 34/2002, of July 11, Services Information Society and Electronic Commerce (Ley de Servicios de la Sociedad de la Información y de Comercio Electrónico -LSSI), we inform:*

### 1. Purpose.

The service provider of the website [www.niqui.es](http://www.niqui.es) are

- **FRUTAS NIQUI MADRIMPORT, S.L.**, with registered office in Mercamadrid, Parcela J3 28053 Madrid (province of MADRID) and TAX ID Number B79650305. The company has registered in the Companies Registry of Madrid, Tomo 536, Folio 1, Hoja M-10164.
- **FRUTAS NIQUI MADRID, S.A.**, with registered office in Mercamadrid, Nave D, Puestos 2-4 28053 Madrid (province of MADRID) and TAX ID Number A78115870. The company has registered in the Companies Registry of Madrid, Tomo 4956, Folio 95, Hoja M-81058.
- **FUNDACIÓN FRUTAS NIQUI MADRIMPORT**, with registered office in Calle Rumania, nº 3 28224 Pozuelo de Alarcón (province of MADRID) and TAX ID Number G88457866. The company is registered in the State Registry of Foundations, by Resolution of 27/01/2020, registration number 2282.

For the purposes of this document, the telephone contact number is **915073300** and the contact email is [niqui@niqui.es](mailto:niqui@niqui.es).

**This legal notice regulates the use of the domain.**

The use of this website means you agree **with** the conditions included in this Notice. In the case of certain services, **content and / or** tools offered via this website requiring the application of special conditions, **these** shall make available to user.

Moreover, FRUTAS NIQUI MADRIMPORT, S.L., FRUTAS NIQUI MADRID, S.A. and FUNDACION FRUTAS NIQUI MADRIMPORT warn that both the content and services of this website and the own conditions of use may be modified without notice.

### 2. Conditions of use.

The User agrees to provide truthful, **accurate and complete** information about its identity.

In addition, the user agrees to **keep personal DATA update** that could be provided to the **domain** holder; **therefore**, the **data Subject** is solely responsible for the falsehoods or inaccuracies thereof.

In the event of minors they must have the permission of their parents, responsible for the custody of a minor or legal representatives to access to the provided services. **FRUTAS NIQUI MADRIMPORT, S.L.** is not responsible in the event of inaccurate or false **DATA** related with this issue.

- The **website** may only be used for lawful purposes; the refore the user agrees to make a lawful and fair use under these Terms of Use, and not using **the** services of the website for conducts against to the Spanish legislation, **morality** and public order. The user **assumes** all responsibilities for damages against the holder of this website or third parties that may arise from illegal practices or impermissible activities **as the following**:

- To perform without prior approval any manipulation or alteration of this page, **the holder** of the Website does not assume any liability arising from such manipulation or alteration by third parties.
- To take any action that could damage, disable, overburden, or impair the **website** and its services as well as to hinder the normal use and utilization by Users.
- To introduce and / or use computer software, **data**, corrupted files, **viruses**, malicious code, **computer** or telecommunications equipment or any other, regardless of their nature which can damage this website.
- To violate the rights of privacy, self-image, confidentiality of communications, **intellectual property** and industrial property of third parties.
- To hide and disguise the origin of emails.
- To use false identities, **to supplant** the identity of others in the use of this Website or the use of any of its services.
- To play, **distribute**, modify or copy the content of this page, **unless you** have the permission of the holder of this website or being legally entitled for it.
- To transmit usernames and passwords to unauthorized third parties.

FRUTAS NIQUI MADRIMPORT, S.L., FRUTAS NIQUI MADRID, S.A. and FUNDACION FRUTAS NIQUI MADRIMPORT is not liable for links to other websites and their existence does not imply that **FRUTAS NIQUI MADRIMPORT, S.L.** approves or accepts their contents and services. These other websites are not controlled FRUTAS NIQUI MADRIMPORT, S.L., FRUTAS NIQUI MADRID, S.A. and FUNDACION FRUTAS NIQUI MADRIMPORT neither covered by this Privacy Policy. If you access to other websites using the links provided, the operators of these websites may gather your personal information. Make sure you are satisfied with the privacy policies of these third-party websites before providing any personal information.

In general, domain holder excludes its liability for **any** damage that may result from **the** use of the website or resulting from the infringement of the rights of intellectual and industrial property by users and / or lack of truthfulness, accuracy, and timeliness of the content. Neither may be required responsibilities to the domains holder due to interruption of services, undesired operations or inability to access the service.

The domain holder is not liable for damages caused by the presence of viruses or other harmful software that could produce alterations in the computer system of the user.

The website, its programs, **designs, logos, text and / or** graphics are property of the provider of the website or has a proper license or express authorization of the authors.

Any total or partial reproduction, use, **exploitation, distribution and marketing**, always requires the prior **authorization** of the domain holder.

The user agrees not to perform any contrary acts to the rights of intellectual and industrial property of the author.

The service provider authorizes third parties to redirect directly to the specific contents of this website but should be redirected to the main website of the provider.

### 3. Use of cookies

FRUTAS NIQUI MADRIMPORT, S.L., FRUTAS NIQUI MADRID, S.A. and FUNDACION FRUTAS NIQUI MADRIMPORT as the service provider of this website declares that uses automatic procedures to collect information to save the registry of the Users that visit his website. Click here to access our 'cookie's use policy' <https://niqui.es/en/privacy-information/>

### 4. Data Protection Policy.

You can consult our personal Data Protection Policy to the following section <https://niqui.es/en/privacy-information/>

## **5. Applicable Law**

These Terms shall be governed at all times by the provisions of the Spanish legislation.