

### **Legal Notice**

In compliance with the provisions of Act 34/2002, of 11 July, on Information Society and Electronic Business Services and European Parliament and European Council Directive 2000/31/CE, of 8 June, on certain legal aspects of information society services, users of this website are hereby informed that this is the corporate website of **TrionicLab – Manuel Alcaraz**, whose details are the following:

NAME: Manuel Alcaraz Ibáñez  
TAX information: 34863160-J

REGISTERED ADDRESS:  
C/ Mármol, 1  
04230 – Huércal de Almería (Almería)

e-mail: info (at) trioniclab.com

### **Terms of Use**

The following terms of use apply when accessing and using the contents and services provided in or accessed through the website created by **Manuel Alcaraz**, hosted at <http://www.trioniclab.com> (hereafter the WEBSITE).

Access to the WEBSITE attributes the status of **USER** to whomsoever does so and expresses the full and unreserved acceptance on the part of the **USER** of each and every one of these TERMS OF USE, without prejudice to such specific terms as are required in the event that the **USER** wishes to use the WEBSITE or any of its related services.

### **Services provided through the WEBSITE**

The WEBSITE provides information about the professional services offered by **Manuel Alcaraz**.

**Manuel Alcaraz** reserves the right to make changes and updates to the presentation and configuration of its WEBSITE at any time and without prior warning, as well as to the services provided and conditions for their use, without the said changes entitling the user to any compensation whatsoever.

### **Personal Data Protection Policy**

To the effects of Organic Act 15/1999, of 13 December, on the Protection of Data of a Personal Nature and its applicable regulations, **Manuel Alcaraz** hereby informs the **USER** of the existence of an automated register of personal details named "Clientes TrionicLab" created and managed by **Manuel Alcaraz** under their responsibility and registered at the "Agencia de Protección de Datos" with the object of maintaining and managing their customer and user relations, as well as for purposes of information, training, sales and related activities.

On the request of any of the services related to the WEBSITE, **Manuel Alcaraz** may ask the **USER** to provide certain data required for the provision of such service. In such case, the **USER** shall be informed as to whether the details are required or optional to the effects of providing the service. However, if the optional data is not supplied, Manuel Alcaraz may not be in a position to provide the entire range of related services.

**Manuel Alcaraz** hereby informs the **USER** of his or her options regarding the right to access, modify, oppose or cancel the personal details gathered by **Manuel Alcaraz**. The right to access, modify, oppose or cancel data may be exercised by the **USER** or his or her lawful representative by means of a written request addressed to the already mentioned registered address, or sending an email to: info (at) troniclab.com

**Manuel Alcaraz** guarantees the secrecy of the personal data provided and shall adopt all the necessary measures to avoid its unauthorised alteration, loss, manipulation or access, in compliance with the provisions of the Regulations on security measures applicable to automated files containing personal data, adopted under Royal Decree 994/1999, of 11 July.

### **Adequate use**

The **USER** undertakes to make proper use of the WEBSITE and its related services, which may under no circumstances be used for illegal purposes or ones which may be contrary to the civil order or the general provisions under these TERMS OF USE or any other specific conditions that may apply. The **USER** shall likewise abstain from any use that may obstruct other users' correct use of the WEBSITE or its related services or that may cause damage to the assets or rights of **Manuel Alcaraz**, its suppliers, users or in general any third party.

In particular, and with the following list in no way limiting the general scope of the obligations above, the **USER** undertakes, in using the WEBSITE and its related services, to:

- Not use the WEBSITE or any of its related services to introduce, store or distribute applications, data, viruses, codes or any other instrument or electronic medium that may be liable to harm the WEBSITE, any of its related services or any equipment, system or network belonging to Manuel Alcaraz, any other user, supplier or in general any third party, or that may otherwise cause alterations or obstruct their smooth functioning.
- Not destroy, alter, render unusable or damage the data, information, programmes or electronic documents belonging to **Manuel Alcaraz**, any of its suppliers or third parties.
- Not use the contents and in particular the information obtained through the WEBSITE to issue advertising, unsolicited commercial information or to gather or store personal information pertaining to third parties.

The **USER** shall be liable for any damages that Manuel Alcaraz or any of its subsidiaries may suffer, directly or indirectly, due to the breach of any of the obligations derived from the general and specific TERMS OF USE of this WEBSITE or its related services. Likewise, the **USER** shall exonerate **Manuel Alcaraz** of any sanction, claim or liability towards third parties, including public bodies, affecting **Manuel Alcaraz**, its subsidiaries, employees or agents as a result of the breach of any rights of third parties by the **USER** through the use of the **WEBSITE** or its related services in any way that contravenes the provisions of the general or specific terms applicable.

### **Intellectual and Industrial Property Rights**

The **USER** acknowledges that all the components of the WEBSITE and each of the services provided, the information and material included therein, the structure, selection, sequence and presentation of contents and the programmes used are protected by the intellectual and industrial property rights of **Manuel Alcaraz**, its subsidiaries and/or third-party suppliers.

The showed musical clips have been composed, orchestrated and produced exclusively by **Manuel Alcaraz**. They are showed only for promotional tasks, having all rights reserved. It is not allowed any use apart from that one, included copy and any kind of synchronization.

Save under the prior consent of **Manuel Alcaraz** or, where applicable, the third parties holding the relevant rights, or save where legally allowed, the **USER** shall not copy, transform, modify, decompile, apply reverse engineering to, distribute, lease, transfer or make public any of the components listed above, in any form or for whatever purpose.

The information and contents accessible through the WEBSITE and its related services shall be for private and personal use only. The **USER** shall not make direct or indirect commercial use of any of the services or materials, components or information obtained thereby.

The **USER** shall abstain from removing the signs identifying intellectual or industrial property rights or any others related to **Manuel Alcaraz** or any third party contained in the WEBSITE and in each of the services offered therein. Likewise, the **USER** shall abstain from eluding or manipulating any technical mechanisms applied by **Manuel Alcaraz** or third parties, whether on the WEBSITE, any of its related services or any of the materials, components or information obtained thereby, for the protection of their rights.

#### **Exclusion of Guarantees and Responsibilities**

**Manuel Alcaraz** strives to ensure the availability and continuous operation of the WEBSITE and its related services. However, **Manuel Alcaraz** cannot guarantee correct operation of the WEBSITE and its related services, nor uninterrupted, smooth and faultless access at all times. Likewise, **Manuel Alcaraz** accepts no responsibility regarding the contents of the WEBSITE or its related services, nor their adequacy in meeting the **USER's** specific requirements.

**Manuel Alcaraz** shall act diligently according to industry standards to avoid the presence on the WEBSITE or any of its related services of viruses or any other harmful elements that may cause alterations to the **USER's** computer, electronic documents or files, but cannot guarantee the absence of such elements and accepts no liability whatsoever in respect of the damages they may cause.

**Manuel Alcaraz** does not monitor nor endorse, nor guarantee the accuracy, quality, truth, validity or relevance of the information or services provided by third parties through the WEBSITE. Likewise, **Manuel Alcaraz** does not monitor nor guarantee the absence of viruses or other harmful elements in the contents or services provided by third parties through the WEBSITE.

**Manuel Alcaraz** does not guarantee the technical availability, quality, truth, precision or validity of the contents and services provided on websites belonging to or managed by third parties that the **USER** may access through hyperlinks from the WEBSITE. **Manuel Alcaraz** does not monitor the contents of said websites, nor offer or sell the products and services available on the linked websites, nor shall accept any responsibility for them.

#### **Hyperlinks**

If a **USER** wishes to add a hyperlink to this WEBSITE, such a hyperlink shall not lead to any ambiguity regarding the connection between **Manuel Alcaraz** and the **USER**, nor may it lead to the understanding that any of the contents on the **USER's** website have been created, endorsed or supported by **Manuel Alcaraz**.

The **USER** shall establish the hyperlink in such a way that it provides internet users access to the full contents and current configuration of the **Manuel Alcaraz WEBSITE**, without the said contents being in any way framed in the linking website or in any of its contents. The contents of the **Manuel Alcaraz WEBSITE** shall in no way be inserted, superimposed or in any other way bound to other contents, whether they be informational, commercial or of any other nature, other than those of **Manuel Alcaraz WEBSITE** or its subsidiaries. In this sense, no framing operations or any other operations shall be applied that may obstruct internet users from accessing the **Manuel Alcaraz WEBSITE** in the same conditions as any other user accessing the WEBSITE directly.

The **USER** shall abstain from carrying out any action that may result in a deviation of internet traffic to the **Manuel Alcaraz WEBSITE**. In particular, the **USER** shall abstain from introducing in his or her source code, whether in the form of a metatag or any other, any keyword identifying a content or product belonging to **Manuel Alcaraz**, where such use is not justified by the existence of similar contents or products belonging to the **USER**.

The **USER** shall not include in his or her website contents, hyperlinks, advertising or any other material liable to harm the image of Manuel Alcaraz, including, in particular, such materials as are:

- Unlawful.
- In breach of third-party rights.
- Injurious towards Manuel Alcaraz or its competitors.
- of a sexual or violent nature.
- That promote any form of discrimination due to race, gender, faith, age or sexual orientation.
- Any other content that, according to **Manuel Alcaraz** free judgement, is not compatible with the rights, image or interests of **Manuel Alcaraz**
- A part of the Web site services may be using cookies.

### **Cookies & IP**

A cookie is a very small text file that a web server keeps on a hard disk to store some type of information on a user. It may only be read by the website that sent it to the terminal.

Normally, websites use cookies to obtain statistical information on their web pages and to analyse the behaviour of their clients.

A cookie is not an executable file. It cannot propagate or contain viruses and it cannot be longer than 4,000 characters.

This Web Site may use cookies for the sole end of preparing statistics on the use of its website. The stored information in its equipment through this mechanism consists solely of a number that identifies a user, apart from preferences such as preferred navigation language and the date on which the cookie was deposited. This will enable recognition during your subsequent visits to our website. Cookies do not contain any personal data or information.

The Web Site may also record your IP addresses to diagnose any problems with our server, to administer our Website, and to analyse user tendencies.

**Communications**

The **USER** agrees to allow to **Manuel Alcaraz** circulate commercial communications regarding their products or services, by mail, e-mail or in any other format. The **USER** is entitled to request the suspension of said communications at any time. For that purpose or any other query or communication, the **USER** may write to **Manuel Alcaraz** at the company's registered address above or or sending an email to: info (at) trioniclub.com

**Competent law and jurisdiction**

These terms and conditions shall be subject to Spanish law, which shall be applicable with regard to all circumstances not laid down in these terms and conditions regarding the interpretation, validity and performance thereof. **Manuel Alcaraz** and the **USER** hereby expressly waive their right to whatsoever other jurisdiction and submit to the Almería Courts and Tribunals for whatsoever controversy arising from the provision of the services laid down in these General Terms and Conditions.