

## **GENERAL CONDITIONS OF USE**

### **INTRODUCTION**

General conditions expressly regulate the relations to be established between COMPRALQUILAPISOS.ES and all users who browse and interact via the website <http://www.compralquilapisos.es/>, on the Web site.

Means the person who accesses, browses, use or participate in the website activities and services by user.

Access and navigation of a user through the Web site implies the acceptance without reservations of the present general conditions of use.

COMPRALQUILAPISOS.ES can offer via the Web site, services or products that may be subject to particular conditions own according to case, substitute, complete and/or modify the present conditions, and on which it will inform the user in each specific case.

**COMPRALQUILAPISOS.ES** reserves at all times the right to unilaterally modify, without prior notice, and at any time the presentation and configuration of the Web site.

### **GENERAL INFORMATION**

In compliance with article 10 of law 34/2002, of 11 July, of services of the information society and electronic commerce, the following identification data of the holder of this web page are:

Emilio José Valls Fernández  
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<http://www.compralquilapisos.es/>,

### **OBJECT**

The present website has been designed to publicize the services offered by COMPRALQUILAPISOS.ES, consisting of the rental and sale of real estate.

### **INTELLECTUAL AND INDUSTRIAL PROPERTY**

Emilio José Valls Fernández is the holder of all the rights of intellectual property page <http://www.compralquilapisos.es/>, as well as your code source, design, navigation structures and the various elements therein contained in them. They correspond also to Emilio José Valls Fernández the exclusive exercise of the rights of exploitation in any form and, especially the

rights of reproduction, distribution, public communication and transformation, in accordance with the Spanish legislation and the applicable European union.

This web <http://www.compralquilapisos.es/>, pages comprising and the information or elements contained therein, including texts, documents, photographs, drawings, graphic representations, programs computer scientists, as well as logos, trademarks, trade names, or other distinctive signs, protected by the rights of intellectual or industrial property which is Emilio José Valls Fernández holder or legitimate licensee. The authorization to the user for access to the Web does not imply renunciation, transmission, licence or total or partial transfer of rights of intellectual or industrial property by Emilio José Valls Fernández.

## **ACCESS AND USE**

The use of the information and contents of this web site as well as access, will be the exclusive responsibility of who made it. The conditions of access to the website are subject to the rule of law and the principles of good faith and fair use by user of the same, being forbidden in General any kind of action to the detriment of COMPRALQUILAPISOS.ES.

It is forbidden to use this website for illegal purposes or they have not been approved.

It is prohibited any form of exploitation, including any kind of reproduction, distribution, cession to third parties, public communication and transformation, through any type of support and a half, before such works, creations and distinctive signs without prior express authorisation of their respective owners. Failure to comply with this prohibition constitutes offence punishable by law.

## **RESPONSIBILITIES OF THE USER**

The user is fully responsible for the access and correct use of the Web site subject to the law, whether national or international, as well as to the principles of good faith, morality, good customs and public order. And specifically, it acquires the commitment to diligently observe these conditions of use.

Users shall refrain from using the services and contents of the website for purposes or effects illicit and are detrimental to the rights and interests of third parties, or that in any way may damage, disable, affect or impair the website, its contents and services. Likewise, it is prohibited to prevent normal use or enjoyment of the Web to other users.

COMPRALQUILAPISOS.ES is not responsible for the use that third parties may make of data provided through this web site. Those who fail to comply with such obligations will respond of any injury or damage resulting. COMPRALQUILAPISOS.ES will not be liable for any consequence or damage which may arise from such access or use by third parties.

COMPRALQUILAPISOS.ES will not be responsible for the veracity of the data provided by users of the web, not being responsible in any case, because of the lack of accuracy in data addresses, telephones, e-mails or names published on the web by the same users.

In general, the user undertakes, by way of example and not limited, to:

- Do not use the Web site for illegal or unauthorized;
- Do not alter or modify, totally or partially the Web site, evading, disabling or manipulating in any way the functions or services of the Web site;
- Does not infringe intellectual property rights or the rules governing the protection of personal data;
- Do not use the Web for slander, defame, intimidate, violating the image itself or harass other users;
- Not to publish on the Web site any comments or information that is unlawful, racist, xenophobic, obscene, pornographic, abusive, defamatory, deceptive, fraudulent or in any way contrary to morality or public order;
- Not to access the accounts of electronic mail of other users;
- Do not send e-mails with a massive and/or repetitive nature to a plurality of persons, nor send addresses of third parties without their consent. Without limiting the foregoing, COMPRALQUILAPISOS.ES reserves the right to deny at any time and without prior notice, access to the Web site to users who breach these general conditions.

#### **RESPONSIBILITY OF COMPRALQUILAPISOS.ES**

The user is responsible for having the services and equipment necessary for Internet browsing and access to the Web site of COMPRALQUILAPISOS.ES. In the event of any incident or difficulty to access <http://www.compralquilapisos.es>/the user can inform to COMPRALQUILAPISOS.ES email [info@compralquilapisos.es](mailto:info@compralquilapisos.es), who will proceed to analyze the incidence and will give indications to the user about how to resolve it in the shortest possible time.

COMPRALQUILAPISOS.ES is not liable in the event of service interruptions, errors, lack of availability or deficiencies in access to Internet service, or outages of the Internet network or for any other reason beyond the control of COMPRALQUILAPISOS.ES

Also, COMPRALQUILAPISOS.ES is not responsible for the acts or omissions of third parties, regardless that these third parties may be linked to COMPRALQUILAPISOS.ES through contract

#### **Exclusion of guarantees and responsibility**

COMPRALQUILAPISOS.ES makes no warranty and is not responsible in any case, the damages and damages of any kind that could be caused by:

-Lack of availability, maintenance and effective functioning of the website and/or its services or contents;

-The lack of utility, adequacy or validity of the website and/or its services or contents to satisfy necessities, activities or specific results or expectations of users;

-The existence of viruses, malicious or damaging programmes in the contents;

-Using illicit, negligent, fraudulent, contrary to these terms of use, the good faith, the generally accepted uses or public order, of the website, its services or contents by the user;

-The non-fulfilment by third parties of their obligations or commitments in relation to services provided to the users through the website.

## **LINKING POLICY**

Persons or entities who intend to carry out or make a hyperlink from a web page in another Internet portal to any of the web pages of COMPRALQUILAPISOS.ES must be subject to the following conditions:

-Is not permitted the total or partial reproduction of any of the services or contents of the Web site without the prior express permission of COMPRALQUILAPISOS.ES;

-Not be deep-links, IMG links or image, or frames with pages of COMPRALQUILAPISOS.ES without the prior express permission of COMPRALQUILAPISOS.ES;

-No false, inexact or incorrect manifestations on COMPRALQUILAPISOS.ES pages, or the services or contents thereof is not included. Except for those signs that form part of the hyperlink, the web page in which it is established will not contain any brand, commercial name, label of establishment, denomination, logo, slogan or other distinctive signs belonging to COMPRALQUILAPISOS.ES, unless express authorization.

-The establishment of the hyperlink does not imply the existence of relations between COMPRALQUILAPISOS.ES and the owner of the web page or portal from which takes place, nor the knowledge and acceptance of COMPRALQUILAPISOS.ES of the services and contents offered on this website or portal;

-COMPRALQUILAPISOS.ES is not responsible for the contents or services made available to the public on the web page or portal from which the hyperlink, nor for the information and demonstrations included therein.

## **LINKS**

COMPRALQUILAPISOS.ES does not assume any responsibility derived from the linked content (Links), which, through the Web site, access to user to benefits and services offered by third parties, provided that they are alien to the same. Therefore, COMPRALQUILAPISOS.ES is not responsible for any information contained therein or any effects that might result from such information. If any user or third party links that may be contrary to law, morality or public order, you must put it in our knowledge through email

[info@compralquilapisos.es](mailto:info@compralquilapisos.es)

## **PRODUCT INFORMATION AND AVAILABILITY**

COMPRALQUILAPISOS.ES guarantees, except for typing errors, the reality of the information which is incorporated on the product which forms part of its commercial portfolio, rejecting any responsibility for any information introduced by third parties that is not endorsed or guaranteed by COMPRALQUILAPISOS.ES, as well as the not contained in this web site and, therefore, not elaborated by COMPRALQUILAPISOS.ES, or not published under its name.

COMPRALQUILAPISOS.ES offers its products detailing the necessary information so that the user knows, the specific characteristics of the products offered. The content of these pages is purely informative and they do not constitute a firm offer, or they have contractual, being its guideline content value, so that the user is obliged to confirm with COMPRALQUILAPISOS.ES, the real-time location of the information obtained. COMPRALQUILAPISOS.ES, reserves the possibility of updating about their products, prices, modify the goods object of information, especially in the case of sale, and even to remove property from the sale, unless the preceding situation involves commitment.

In our office you will find all the information to which she is entitled according to Royal Decree 515/1989, of 21 April on consumer protection regarding information to supply in the sale and rental of housing and complementary regional standards of application.

With respect to the information entered by third parties, COMPRALQUILAPISOS.ES is not responsible for its accuracy, or for their update, must the person concerned go directly to the advertiser, COMPRALQUILAPISOS.ES, with this web does not pay such third parties any advisory service review of compliance with the rules on the other hand, being any relationship that may arise from these ads completely employed to COMPRALQUILAPISOS.ES. For these purposes, it is noted that relating to the mortgage Simulator results are obtained through the data provided by banks owning real estate and are unavailable purely informational, so they are classified as information entered by third parties and, accordingly, are subject to the conditions of the preceding paragraph. Such information does not imply any contractual relationship nor any offer by COMPRALQUILAPISOS.ES

## **VIEW REQUEST**

The user can request a tour of a property through the Web site. To proceed with the presentation of the request for visit the user must complete the mandatory fields of the Web site. Within a maximum of two working days, an outside mediator of COMPRALQUILAPISOS.ES will contact the user to coordinate the visit of the requested property.

For this purpose, the user gives its consent, in the terms established in the organic law 15/1999 on protection of data of personal character (LOPD), so that COMPRALQUILAPISOS.ES can provide your personal data to the effects that carry out the visit to the selected property, in accordance with the preceding paragraph. The user may at any time and in accordance with the data protection act, exercise your rights of access, rectification, cancellation and opposition by written notification to the address of the responsible for the file, COMPRALQUILAPISOS.ES, by email [info@compralquilapisos.es](mailto:info@compralquilapisos.es)

Any questions or incidence on the visit, as well as any information that the user may need can be it phone 977 732 102 customer, indicating the reference of the property and personal data.

Once visit COMPRALQUILAPISOS.ES will contact the user, in the provided phone number, to know the satisfaction about the service.

## **PRESENTATION OF OFFER TO PURCHASE**

The user may submit an offer of purchase on the property through the Web site provided you have made a view of it and checked his status and characteristics.

To proceed with the presentation of the offer the user must fill in the required fields of the Web site and indicate the figure offered by the property. In the amount of the offer they will not including taxes or other expenses of buying and selling.

Offers received through the Web site will be explored and resolved in the shortest possible time. The result, positive or negative, shall be communicated to the interested party in the contact telephone that tell us. If Yes, you will be confirmed the conditions in which the property is conveyed.

Any questions or incidence on offer, as well as any information that the user may need can be it phone 977 732 102 customer, indicating the reference of the property and personal data.

## **APPLICABLE LEGISLATION**

This agreement shall be governed by the Spanish legislation, which will apply as not provided for in this agreement in matters of interpretation, validity and execution.

In the event of any dispute relating to these terms, in the event that the purchase has been carried out by a private individual, Parties shall be subject to the jurisdiction of the courts and tribunals that correspond to the consumer.

In the event that in the case of a purchase made by a professional or company, both parties submit, with express resignation to any other law, to the courts of Amposta.