

# LEGAL NOTICE AND TERMS OF USE OF THE WEBSITE

The access to the web [www.logifruit.es](http://www.logifruit.es) attributes the condition of USER and implies the acceptance without reserve, since this access and/or use, of the present legal note and of the privacy policy in its last version. Therefore, we advise you to read these documents before using the functionalities offered by this website, as well as each time you access it, as we reserve the right to change, modify, add or remove at any time part of these conditions. The mere access to this Web does not suppose in any case the existence of a commercial relation between the user and the Web.

## **I. OWNER OF THE WEBSITE**

For the purposes of the Art. 10 of Law 34/ 2002, of 11 July, by the Information and Electronic Commerce Services Department, The following information on the owner of this website is provided:

- **Owner of the website:** LOGIFRUIT IBERIA, S.L.U. (LOGIFRUIT, hereinafter)
- **Registered office:** Av. Cortes Valencianas, 37 – ESC A PISO 1 OF. 2, Valencia, 46015.
- **C.I.F.** B-02950657
- **Registration details:** Registered in the Mercantile Registry of Valencia, Volume 10913, Book 8191, Folio 25, 1st inscription, page V-195798

A part from the registered office, these additional channels are made available for users to address their petitions, questions and complaints: [logifruit@logifruit.es](mailto:logifruit@logifruit.es).

## **II. TERMS OF USE**

1. **Introduction LOGIFRUIT** offers on this website information about its activity consisting of washing, sanitizing, classifying, storing and renting reusable plastic containers. By accessing and using this website, you agree to be bound by the conditions set out below, so it is recommended that you read this section carefully before starting your navigation.
2. **Obligations of the Users.** Users undertake to use this Website lawfully, in accordance with the provisions of these conditions and in such a way that they do not harm the rights or interests of LOGIFRUIT or third parties. The User also undertakes, including but not limited, to:
  - Do not engage in illegal activities or against public order or good faith.
  - Do not attempt to access, modify, manipulate and, where appropriate, use the accounts of other Users.
  - Not to introduce or disseminate false, misleading, ambiguous or inaccurate information on the website in a manner that misleads the recipients of the information, nor to disseminate content of a racist, xenophobic, pornographic, apology of terrorism or offensive to human rights or minors;

- Not to carry out actions that suppose or imply a violation of the intellectual property rights of LOGIFRUIT or of third parties.
- Do not damage the physical and logical systems of LOGIFRUIT, its suppliers or third parties.
- Not to introduce or spread computer viruses in the network or use any other physical or logical systems that may cause the aforementioned damage.
- Not to delete, alter, evade or manipulate any protection device or security system installed on the pages of this website.

**Exclusion of liability. This Website is provided “as it is” and its use is made at the User’s own risk, so neither LOGIFRUIT, nor its administrators, workers, suppliers or collaborators shall be liable for damages of any nature, direct or otherwise, arising from the use of the Website, expressly excluding LOGIFRUIT, to the full extent provided by law, any guarantees, whether they are explicit or implicit.**

**LOGIFRUIT** does not guarantee the availability and accessibility of the Website, although all reasonable efforts are made in this regard. Occasionally, interruptions may occur for the time necessary to carry out the corresponding maintenance operations.

**LOGIFRUIT** is not responsible for possible damages derived from interferences, interruptions, computer viruses, telephone breakdowns or disconnections caused by causes beyond the control of LOGIFRUIT; delays or blockages in the use of this electronic system caused by deficiencies or overloads in the data processing centre, telephone lines, the Internet system or other electrical systems; nor for any other alteration that may occur in the Users’ Software or Hardware. Logifruit also does not guarantee the absence of viruses, malware, trojans or other elements that may cause alterations in the computer system, documents or files of the User, excluding any liability for damages of any kind caused to the User for this reason. Similarly, LOGIFRUIT shall not be liable for damages caused by third parties through illegitimate interference beyond its control. Neither shall LOGIFRUIT be liable for damages caused by the use or misuse of the contents of the Website, nor for the consequences that may derive from errors, defects or omissions in the contents that may appear on this Website provided by the Users themselves or by other third parties. LOGIFRUIT does not assume any obligation or responsibility with respect to those services that it does not provide directly.

1. **External links.** Under no circumstances will LOGIFRUIT assume any responsibility for the contents of the links belonging to a third party website, nor will it guarantee the technical availability, quality, reliability, accuracy, breadth, veracity, validity and legality of any material or information contained in any of these hyperlinks or other Internet sites. Likewise, the inclusion of these external connections will not imply any type of association, merger or participation with the connected entities.
2. **Passwords.** The passwords to access the accounts of registered Users are personal, confidential and non-transferable. Registered Users are solely responsible for maintaining the confidentiality and security of their account, assuming these exclusively the consequences of any nature with respect to the activities carried out through it. Users undertake to immediately notify LOGIFRUIT of any breach of the security of their account.

3. **Denial of access and cancellation of accounts.** LOGIFRUIT reserves the right to deny access to the Website, as well as to suspend or cancel the accounts of those Users who do not comply with these conditions; in the event of unforeseen technical or security problems; of inactivity of the account for a significant period of time; or in compliance with a requirement and/or an order from the police, judicial or administrative authorities. Such cancellation or suspension shall be at the sole discretion of LOGIFRUIT and shall not give rise to any type of compensation.
4. **Processing of personal data.** Users consent to the processing of their personal data to the extent and under the terms indicated in our privacy policy, which is available on the home page of the Web, being also the policy incorporated into these conditions by reference. In this policy, users will find information on how to exercise their rights of access, deletion, limitation and rectification of their personal information, as well as opposition to its treatment and portability.
5. **Intellectual property and copyrights.** Without prejudice to the contents over which third parties hold intellectual property rights, the intellectual property rights of the Web, the domain name, its source code, design and navigation structure and elements contained therein (including but not limited to images, sound, audio, video, software, or text; trademarks or logos, color combinations, structure and design, etc.) are owned by LOGIFRUIT, to whom corresponds the exclusive exercise of the rights of exploitation of them in any form, and especially the rights of reproduction, distribution, public communication and transformation, in accordance with the terms and conditions of the current Law on Intellectual Property. The reproduction, distribution and public communication of all or part of the contents of this website in any medium and by any technical means, without the authorisation of LOGIFRUIT or, where applicable, of third parties who hold the intellectual property rights or authorship over the affected contents, are expressly prohibited. Notwithstanding the foregoing, the user of the website may view the elements of this website and even print, copy and store them on the hard drive of their computer or any other physical support provided it is solely and exclusively for personal and private use. Those entities or persons who, with the prior authorisation of the owner of this website, intend to establish a link with it, must guarantee that it only allows access to this website or service but that it does not reproduce its contents and services.
6. **Nullity of the clauses.** In the event that a clause of these conditions of use were to be declared null and void, it shall only affect said provision or that part which has been so declared, the conditions subsisting in all other respects and such provision, or the affected part, shall be deemed not to have been put in place.
7. **Acceptance.** Access to and use of the Web necessarily implies that each and every one of these conditions of use are expressly accepted by you.

**This website will be under the regulation of the Spanish law with the exclusion of its rules of conflict of law and any controversy that may arise from its use or from the services linked to it will be subject to the jurisdiction and competence of the Courts and Tribunals of Valencia, the users expressly renounce their own jurisdiction if they had it. The European Commission**

**provides an online dispute resolution platform aimed at consumers, who can access it through the following link:**

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>