

# Legal

The present Web portal and all its content, including the services provided, belongs to GRUPO FINANCIERO RIVA Y GARCIA, S.L. (hereinafter, RIVA Y GARCIA), provided with CIF B63778047 and registered office at C / Diputació 246 principal - 08007 BARCELONA - SPAIN. Registered in the Mercantile Register of Barcelona in Volume 42.710, Folio 0134, Sheet 309.156, contact number +34 932701212, Fax number +34 932701213 and contact email bcn@rivaygarcia.es.

## **1.- OBJECT**

RIVA Y GARCIA (hereinafter also the provider) responsible for the website, makes available to users this document, which regulates the use of the website <http://www.rivaygarcia.es>, with which we intend to comply with the obligations provided by Law 34/2002, Services of the Information Society and Electronic Commerce (LSSICE or LSSI), as well as inform all users of the website about what are the Conditions of use of the website.

Through the Web, RIVA Y GARCIA provides users with access to and use of different services and content made available through the web.

Any person accessing this website assumes the role of user (hereinafter the user), and implies full and unreserved acceptance of each and every one of the provisions included in this legal notice, as well as any other legal provisions that may be of application.

As users, they have to carefully read this Legal Notice in any of the occasions that they enter the web, since this one can suffer modifications since the lender reserves the right to modify any type of information that could appear in the web, without existing the obligation to pre-notify or inform users of these obligations, being sufficient the publication on the website of the provider.

## **2. CONDITIONS OF ACCESS AND USE OF THE WEB.**

### **2.1. Free access and use of the web.**

The provision of services by RIVA Y GARCIA is free for all Users

### **2.2. User register.**

In general, the provision of the Services does not require prior subscription or registration of Users. Even so, RIVA Y GARCIA conditions the use of some of the services to the previous completion of the corresponding User registration. This registration will be made in the manner expressly indicated in the service section itself.

### **2.3. Veracity of the information.**

All the information provided by the User must be truthful. For these purposes, the User guarantees the authenticity of the data communicated through the forms for the subscription of the Services. It will be the User's responsibility to keep all the information provided to RIVA Y GARCIA permanently updated so that it responds, at all times, to its real situation. In any case, the User will be solely responsible for false or inaccurate statements made and the damages

caused to the provider or third parties.

#### **2.4. Underage.**

For the use of services, minors must always obtain the consent of their parents, guardians or legal representatives, who are ultimately responsible for all the acts performed by the minors under their care. The responsibility in determining the specific content to which minors access corresponds to those, that is why if they access inappropriate content through the Internet, they will have to establish mechanisms in their computers, in particular computer programs, filters and blocks, which they allow to limit the available contents and, although they are not infallible, they are of special utility to control and restrict the materials to which minors can access.

#### **2.5. Obligation to make correct use of the Web.**

The User agrees to use the Website in accordance with the Law and this Legal Notice, as well as moral and good customs. For this purpose, the User shall refrain from using the page for illegal or forbidden purposes, injurious to the rights and interests of third parties, or that in any way may damage, disable, overload, deteriorate or prevent the normal use of computer equipment or documents, files and all kinds of content stored on any computer equipment of the provider.

In particular, and by way of indication but not exhaustive, the User undertakes not to transmit, disseminate or make available to third parties information, data, content, messages, graphics, drawings, sound or image files, photographs, recordings, software and, In general, any kind of material that:

- (a) is contrary, despises or attempts against fundamental rights and public freedoms recognized constitutionally, in international treaties and other current norms;
- (b) induce, incite or promote criminal, demeaning, defamatory, violent or, in general, contrary to the law, morals and public order;
- (c) induce, incite or promote discriminatory actions, attitudes or thoughts because of sex, race, religion, beliefs, age or condition;
- (d) is contrary to the right to honor, to personal or family privacy or to the person's own image;
- (e) in any way prejudices the credibility of the provider or of third parties;
- (f) constitutes illicit, deceptive or disloyal advertising.

### **3.- EXCLUSION OF GUARANTEES AND RESPONSIBILITY**

The provider is exempt from any liability arising from the information published on our website, provided that this information has been manipulated or introduced by a third party.

This website has been revised and tested to work properly. In principle, the correct operation can be guaranteed 365 days a year, 24 hours a day. However, the provider does not rule out the possibility that there are certain programming errors, or that there are causes of force majeure, natural disasters, strikes, or similar circumstances that make it impossible to access the website.

RIVA Y GARCIA does not grant any guarantee nor is liable, in any case, for damages of any kind that may arise from the lack of availability, maintenance and effective operation of the website or its services and contents; of the existence of viruses, malicious programs or harmful contents; of the illicit, negligent, fraudulent use or contrary to this Legal Notice and conditions of use; or The lack of legality, quality, reliability, usefulness and availability of the services provided by third parties and gestures available to users on the website.

The provider is not liable under any circumstances for damages that may arise from the illegal or improper use of this website.

#### **4.- COOKIES**

The provider's website does not contain cookies.

#### **5.- LINKS**

From the website it is possible that it is redirected to contents of third websites. Given that from the web we can not always control the contents introduced by third parties, RIVA Y GARCIA assumes no responsibility for these contents. In any case, the provider states that it will proceed to the immediate withdrawal of any content that may contravene national or international legislation, morals or public order, proceeding to the immediate withdrawal of the re-address to these websites, informing the competent authorities the content in question.

The provider is not responsible for the information and stored content, including but not limited to forums, chats, blog generators, comments, social networks or any other means that allows third parties to publish content independently of the website of the lender.

However, and in compliance with the provisions of art. 11 and 16 of the LSSICE, the provider is made available to all users, authorities and security forces, and actively collaborating in the withdrawal or, when necessary, the blocking of all content that may affect or contravene the national, or international legislation, rights of third parties or morality and public order. In the event that the user considers that there may be some content that may be susceptible to this classification, please notify the administrator of the website immediately.

## **6.- PERSONAL DATA PROTECTION**

The provider is deeply committed to compliance with personal data protection regulations and guarantees full compliance with the obligations set forth, as well as the implementation of the security measures provided for in the European Data Protection Regulation and the Spanish regulations for the protection of personal data. data.For more information, see our Política de Privacidad.

## **7. INTELLECTUAL AND INDUSTRIAL PROPERTY**

The website, including but not limited to the programming, editing, compilation and other elements necessary for its operation, the designs, logos, texts, photographs and / or graphics are the property of the provider or, if necessary, It has the license or express authorization on the part of the authors. All the contents of the website are duly protected by the rules of intellectual and industrial property.

Regardless of the purpose for which they were intended, the total or partial reproduction, use, distribution and public communication require prior written authorization from the provider. Any use not previously authorized by the provider will be considered a serious breach of the intellectual or industrial property rights of the author.

The designs, logos, texts and / or graphics outside the provider and that may appear on the website, belong to their respective owners, being themselves responsible for any possible dispute that may occur regarding them. In any case, the provider has express and prior authorization from them.

The lender acknowledges in favor of its owners the corresponding rights of industrial and intellectual property, not implying the mention or appearance on the website, of the existence of rights or any responsibility of the provider on them, as well as endorsement, sponsorship or recommendation by part of it.

To make any kind of observation regarding possible breaches of intellectual or industrial property rights, as well as any of the contents of the website, you can do so through the email above.

## 8.- APPLICABLE LAW AND JURISDICTION

For the resolution of disputes or issues related to this website or the activities in this developed, will be applicable Spanish law, to which the parties expressly submit, being competent for the resolution of all disputes arising or related with its use the Courts and Tribunals of Barcelona.

[Canal de denuncia](#)

[Atención al cliente](#)

[Plan for the prevention of criminal risks](#)