

Terms of Use

www.tartetatinjewel.com

Scope and Owner

1. Acceptance of the Terms of Use
2. Conditions of Use of the Website
3. Liability
4. User Obligations
5. Responsibility for Interactions with Other Users
6. Intellectual and Industrial Property
7. Cookies
8. Mobile Service
9. Unsubscribe
10. Privacy and Data Protection
11. Severability
12. Communications
13. Applicable Law and Arbitration

1. Scope and Owner

In accordance with article 10 of Spanish Law no. 34/2002 of 11 July, Law of Information Society Services and Electronic Commerce (LSSI) the following information is provided:

The Website www.tartetatinjewel.com (hereinafter “the Website”), being accessed, is property of and managed by the legal entity TARTETATIN (hereinafter “the Administrator”) with the following legal information:

TARTETATIN

Tax Identification Number (CIF): B84064401

Registered Office: Calle Almirante 19, 1ºd, 28004 Madrid, Spain

The Website is put at the disposal of Internet users by the Administrator to facilitate purchase of products identified under the trademark TARTETATIN. To that end, the User is required to register on the Website by filling out a form with his/her personal information, which may be edited, modified, or deleted at any time through his/her private menu. Registration, completing and sending the electronic registration form for the Website, implies the User’s express consent to being sent special discounts and promotions carried out by the company, Newsletters, and general information about any topic, activity or event related to the trademark TARTETATIN, by SMS, mail or e-mail.

2- Acceptance of the Terms of Use

The following general terms are directed towards the “Users” of this Website, understanding “Users” as both the people who access the information contained on the Website, and those who have registered in order to purchase the products offered on the Website.

Use of the Website attributes the status of “User” to the person using the site. The User should read the present Terms of Use of this Website carefully. Use of and access to the Website www.tartetatinjewel.com, implies the understanding and full and complete acceptance, without reservation, of each and every one of the clauses and general terms included in these Terms of Use, as well as those in force at any time the User accesses the Website. If the User does not agree to the terms established in these Terms of Use, he/she should refrain from using the Website.

3- Conditions of Use of the Website

This Legal Notice is subject to change and updating, therefore the version published on the Website may be different any or every time the User accesses the Website.

The Administrator reserves the right to modify or update the information contained on its Website, as well as the Website’s configuration, presentation, or terms of use, without prior notice. Hence, the Administrator recommends that Users periodically read the Terms of Use.

The Administrator also reserves the right to suspend, interrupt or shutdown the Website at any time. Therefore, given that it may be modified, the User should read the present document carefully and in its entirety, every time he/she is going to use the Website.

The User can access, print, download and save these General Conditions, which will remain permanently accessible on the Website.

4- Liability

The Administrator will only be held liable for damages suffered by the User as a consequence of using the Website when said damages are attributable to wilful misconduct carried out by the same.

The administrator does not guarantee the availability or continuity of the Website or of any other websites with which the Website has established a link.

The User recognizes and accepts that he/she uses this Website at his/her own risk and under his/her own complete responsibility.

Both access to the Website and use of the information contained on the same, is the exclusive responsibility of the User. The User undertakes to not use the contents of the Website for unlawful ends or effects, which are prohibited by these Terms of Use or by legislation in force. The administrator will not be held liable for any outcome, damage done or harm caused from said access to or use of information.

The Administer will not be held responsible for any possible error in security nor for possible damages to the User’s IT system (hardware or software) as a result of a virus on the User’s computer, used to connect to the services and contents of the Website, a navigator malfunction, or versions that have not been updated. Furthermore, the Administrator will not be held responsible for variation in the information, documentation and/or other Website content that could exist between the electronic and print versions of the same.

The Administrator does not control, in general terms, the use that Users make of the Website. The administrator does not guarantee under any circumstances that Users use the Website according to the law, the present Terms of Use, decency and social mores or public order, or in an industrious and prudent way, therefore the Administrator reserves the right to unsubscribe or cancel the registration of any User without prior consent from the same.

5- User Obligations

The User undertakes to comply with the present General Conditions, with Special Conditions that may apply, and with special warnings or instructions for use contained in the same, or on the Website, and to always act in accordance with the law, decency, social mores and good faith, as well as to use due diligence appropriate to the nature of the service he/she enjoys, refraining from using the Website in any way which could hinder, harm, or damage the normal operation of the same, the goods or rights of the Administrator, its providers, the rest of the Users, or any other third party.

Specifically, and without implying any restriction on any of the general obligations assumed by the User in accordance with the previous section, this obligates the User to:

(a) Provide personal information for registration on the Website that is true and accurate and to maintain this information updated so that it reflects the User's real situation at all times. The User is, under all circumstances, solely responsible for misrepresentations and for the possible harm that could be caused by the information that he/she provides.

(b) Not complete registration using another person's information or by impersonating any third party.

(c) Not introduce, store or disseminate any libellous, harmful, obscene, threatening, xenophobic, violence or discrimination (against race, gender, ideology, religion, or any other) provoking information or material, or anything else that infringes upon decency, social mores, public order, fundamental rights, public liberties, honour, privacy or images of others on or through this Website. Users must also not publish or disseminate any type of content, whether it be text, images, or any other type of archive that violate intellectual property laws or, in general, the legislation in force.

(d) Not introduce, store or disseminate any computer programme, data, virus, code, hardware or telecommunications equipment or any other electronic or physical instrument or device that could be liable to cause harm to the Website, to any of its Services, or to any of the equipment, systems or networks of the Administrator, Users, the Administrator's providers, or in general, any third party, or in any other way be able to cause any type of change or to hinder the normal operation of the same, through the Website.

(e) Adequately guard the "Username" and "Password" provided by the Administrator, as identifying and enabling elements to access the Website's Services, undertaking to not give his/her "Username" or access to these services to third parties, assuming responsibility for damages or harm that could arise from wrongful use of the same. The User undertakes to communicate the loss or robbery of, as well as any other risk of access to the "Username" and/or "Password" by a third party, to the Administrator via e-mail at www.tartetatinjewel.com or telephone at (+34) 659521178 as quickly as possible. In these cases, a service for immediately recovering the User's password is put at his/her disposal.

(f) Not carry out advertising, promotional or marketing activities through the Website. Not use the contents, and in particular the information, obtained through the Website to send advertising, messages with any commercial purpose, including direct sales, nor to collect or store the personal data of others.

(g) Not use false identities, nor impersonate others when using the Website or when using any of the Website's services, including the use of third party passwords or access codes or by any other means.

(h) Not destroy, alter, use for his/her purposes, make useless or damage the data, information, programmes or electronic documents of the Administrator, its providers, or third parties.

(j) Not introduce, store or disseminate any content which infringes upon intellectual or industrial property rights, or third party business secrets, nor in general, any content to which he/she does not hold the right to provide to third parties, according to the law, through the Website.

6- Responsibility for Interactions with Other Users

The Administrator will not be held liable for the consequences that may arise from interactions between Users of the Website, which could arise on the blog, or on the various social media networks that they may access (Facebook, Twitter, etc.). The User is responsible at all times for maintaining his/her privacy, as well as the information, contents, or materials that he/she decides to share through these networks. The Administrator will not be held responsible in any way, for any consequence of advertising the same nor for its use by third parties.

7- Intellectual and Industrial Property

The law applicable to the Website shall be Spanish law, and it is protected under national and international legislation on intellectual and industrial property.

All content on the Website and in particular, designs, text, audio, graphics, logos, databases, business names, trademarks, and any other content that could be used for industrial or commercial purposes is subject to the intellectual and industrial property rights of the Administrator or to third party owners of the same who have duly authorized their use on the online system. Sole mention does not imply the Website's endorsement, sponsorship, recommendation, right or responsibility for the same in any way.

The Administrator authorizes the User to use, look at, or print the Website's contents and/or inserted elements exclusively for his/her personal and non-lucrative use. Any other use, besides those expressly permitted, requires express authorization by the owner of the content in question.

The concession of any license, the act of renouncing, the transfer of, the total or partial cession of said rights, or the granting of any right or expectation of right, in particular the rights to alter, use, reproduce, distribute or publicly communicate said contents, will not be understood without express prior authorization by the Administrator or by the corresponding owner.

Any infraction related to these rights may lead to the extrajudicial, civil, or criminal procedures which correspond.

The present Website respects the intellectual and industrial property rights as well as the image rights of third parties. If you believe that your legitimate rights have been violated by the present Website, please contact the Administrator at www.tartetatinjewel.com writing the following reference in the subject: "Violation of rights", or by sending a letter by mail to the address indicated at the beginning of these Terms of Use, with a return address of the same subject.

Regardless of the means of communication used to communicate said violation, the communication must include the following information:

- Name and Surname of the plaintiff
- DNI or other identification number
- E-mail or postal address and telephone number
- Identification of the content that violated rights or laws
- Location of said content on the Website
- Signed declaration, confirming that the information described is true and that the person making the declaration is the owner or legal title holder of the content, or in that person's absence, the declarer has authorization for the same

8- Cookies

This Website uses cookies in order to facilitate the navigation and purchase process on the same. Cookies are only linked to an anonymous User and his/her PC, without providing information that would allow a User's personal information to be obtained. The User can choose to allow the system to recognize him/her automatically in the registration process, making prior identification unnecessary to access his/her data, and making it possible to access these data directly. This type of automatic recognition is achieved through the use of cookies. Therefore, if the User connects to the Website using a computer that he/she normally does not use, or if he/she deletes online temporary files (cache and/or cookies), the User will be asked for his/her identifying information.

The Administrator does not use "spam" and will only retrieve information that the User provides through the electronic forms used on this Website.

Use of personal data, as well as commercial communications sent electronically, will adhere to Organic Law 15/1999, of 3 December, on Protection of Personal Data and Spanish Law 13/2002, of 11 July, on Information Society Services and E-commerce.

9- Mobile Service

The Website can be visited using mobile networks, like any other website. However, let the User be informed that this Website has not been modified to correctly adapt to this format; correct visualization of the Website on mobile formats will depend on the characteristics of the mobile device and the network server or operator being used to access the Website. The present Terms of Use will apply equally when accessing the Website via mobile networks. The Administrator will in no case, charge for access to the Website via mobile network; all of the costs associated with this action will depend on the User's server provider or operator. The Administrator will not be liable for any incident which could arise from access via mobile network. These Terms will apply independent of the format used to access the Website (mobile, computer, mp4...).

10- Unsubscribe

The User may unsubscribe from his/her profile, or by informing us by e-mail at tartetatin@outlook.es In both cases the User will be asked to provide his/her DNI or any other legal document in force, which certifies the identity of the person wishing to unsubscribe.

11- Privacy Policy and Protection of Personal Data

In accordance with Organic Law 15/1999, of 13 December, on Protection of Personal Data, the User is hereby informed that his/her personal data will be added to an automated personal data file for which TARTETATIN is accountable, with the aim of fulfilling the commitments we have, resulting from the relationships we maintain with the Users of the Website. The User may exercise his/her right to access, cancel, rectify or oppose said data by writing to: Calle Almirante 19, 1º d 28004 Madrid, Spain. Unless otherwise informed, we will understand that the User's data have not been modified, that the User undertakes to notify us of any variation and that we assume his/her consent in the use of the same.

Equally, and in accordance with Spanish Law 34/2002, of 11 July, on Information Society Services and E-commerce, and article 21 of the same, if the User has provided us with his/her express consent in the Website registration form, we may send him/her advertising about our products or promotions which we consider of interest to the User, by e-mail or any other equivalent electronic means of communication.

Let the User be informed that he/she may revoke consent to receive commercial communications at any time by sending an e-mail to the e-mail address: tartetatin@outlook.es

12- Severability

Declaring any of these general terms as null, void, or ineffective, will not affect the validity or effectiveness of the other general terms, which will continue to be binding between parties.

If any of the parties withdraws the need to comply with any of the general terms herein stipulated at any time, it will not imply a general withdrawal of the need to comply with any other condition or conditions, nor will it create a vested right for the other party.

13- Communications

In effect of the present General Terms, and for any communication necessary between the Administrator and the User, the User should contact the Administrator via e-mail, by sending a message to tartetatin@outlook.es or by telephone at (+34) 659521178.

Communications to the User from the Administrator will be made using the personal information provided by the User when registering on the Website. The User expressly accepts the use of e-mail as a valid form of communication for all information sent related to the use of the Website.

14- Applicable Law and Arbitration

All litigious questions concerning the Website will be subject to Spanish Law, the competent body for the resolution of all conflicts arising from or related to the use of the present Website will be the courts of Madrid (Spain).

Privacy Policy

www.tartetatinjewel.com

This privacy policy stipulates how personal data, which you provide when using the present website www.tartetatinjewel.com, is handled by TARTETATIN. TARTETATIN is committed to guaranteeing the protection of your privacy. The User may be assured that the identifying information which he/she provides to use the Website will only be used in accordance with this privacy policy. TARTETATIN may change this policy at times when updating the Website; therefore the User should visit this page on occasion to be sure that he/she is satisfied with the changes made.

What we collect

We may collect the following information:

- Name
- Contact information including e-mail address
- Demographic information, such as postal code, preferences and interests
- Other information related to surveys and sales
-

What we do with collected information

We need this information to better understand your needs and to offer you better service, and in particular for the following reasons:

- Internal record keeping.
- To improve our products and services.
- To send promotional e-mails about new products, special offers and other information thought to be of interest to you, using the e-mail address you have provided.
- To communicate with you in order to complete market research; we may communicate with you via e-mail, telephone, fax, or mail.
- To personalize the Website in accordance with your interests.

Security

We are committed to keeping your information safe. In the aim to avoid unauthorized access or divulgation, we use appropriate physical, electronic and administrative procedures for protecting and securing the information we collect online.

What are cookies and how do we use them

Cookies are small files that are placed on the hard drive of your computer. If you agree to the use of cookies, the file is added, and the cookie helps analyse web traffic and to know when a user has visited a particular website. Cookies allow web applications to respond on an individual basis; adapting to your needs, likes and dislikes, compiling and remembering information about your preferences. For more information please visit the following website: http://en.wikipedia.org/wiki/HTTP_cookie

We use cookies to track traffic in order to identify which pages are being used. This helps us analyse information about the Website's traffic and improve the Website, adapting it to the needs of the user. The information collected is only used for statistical analysis. After it has been used for this purpose, it is deleted from the system.

In general, cookies allow us to offer you a better website, by understanding the pages that are useful to users and those which are not. A cookie never gives us access to your computer, nor to any of your personal information, except that

information which you decide to share with us. You can choose to accept or deny the use of cookies. The majority of web navigators automatically accept the use of cookies, but you may modify the configuration of your browser in order to deny the use of cookies if you should so wish, although this may disallow the use of certain aspects of the Site.

Links to other websites

Our Website may include links to other websites of interest. However, once a link has been used to exit our site, you should keep in mind that we have no control over the linked to website. Therefore, we shall not be held responsible for the protection or privacy of any information that you provide to these websites; and these websites are not governed by this Privacy Policy. You should be careful and read the privacy policy applicable to the website in question.

Control of Personal Data

You may choose to restrict the collection or the use of your personal information in the following ways:

- When you are asked to fill out a form on the Website, you may look for the box to indicate that you do not wish your information to be used for direct marketing purposes.
- If you have previously agreed to let us use your personal information for direct marketing purposes, you can change that agreement at any time via written communication or e-mail to tartetatin@outlook.es

We will not sell, distribute or provide third parties with your personal information without your explicit permission or the legal obligation to do so. We may use your personal information to send you promotional information about third parties felt to be of interest, if you indicate that you wish us to do so.

You may solicit information about your personal information, which we hold, in accordance with the Data Protection Law of 1998. You must pay a small fee in order to process such a request. If you should require a copy of the information we hold, please write to TARTETATIN Calle Almirante 19, 1ºd, 28004 Madrid, Spain, tax identification number (CIF) B 84064401.

If you believe that we hold incorrect or incomplete information about you, please write to the above address or send us an e-mail as soon as possible, to the address above, so that the error can be fixed as quickly as possible.

Description of cookies used

In compliance with article 22.2 of Spanish Law 34/2002, of 11 July, on Information Society Services and E-commerce (LSSI-CE), TARTETATIN hereby informs the User of the cookies used on our Website. The following table lists the cookies that we collect and the information that they store.

Name of COOKIE	Description of COOKIE
CART	Associated with the shopping cart.
CATEGORY_INFO	Stores category information permitting the user to see the page more quickly.
COMPARE	Products that are included on the Compare Products list.
CURRENCY	Default currency.
CUSTOMER	An encrypted version of the client's ID in the store.
CUSTOMER_AUTH	Indicates if the user is actually registered in the store.
CUSTOMER_INFO	An encrypted version of the client group to which the client belongs.
CUSTOMER_SEGMENT_IDS	Stores the client's Segment ID.
EXTERNAL_NO_CACHE	Indicates if the cache is disabled or not.
FRONTEND	The session ID on the server.
GUEST-VIEW	Permits guests to edit orders.
LAST_CATEGORY	The last category visited.
LAST_PRODUCT	The last products visited.
NEWMESSAGE	Indicates that a new message has been received.
NO_CACHE	Indicates whether use of cache is permitted.
PERSISTENT_SHOPPING_CART	A link to the information about the client's shopping cart and to see order history.
POLL	The ID of any survey or poll voted on recently.
POLLN	Information detailing the surveys in which the client has voted.
RECENTLYCOMPARED	The products which the client has bought recently.
STF	Information about the products which the client has sent to his/her friends via e-mail.
STORE	The language chosen for the visit.
USER_ALLOWED_SAVE_COOKIE	Indicates if the client permits the use of cookies.
VIEWED_PRODUCT_IDS	Recently view products.
WISHLIST	An encrypted list of products added to the client's list of Favourites.
WISHLIST_CNT	The number of products on the client's list of Favourites.

The following table lists the cookies that we collect and the information that they store.

TARTETATIN informs the User that he/she may configure his/her web browser to inform him/her about the receipt of cookies, and to be able to, if so desired, prevent cookies from being installed on his/her hard drive. We have provided links to various browsers, through which you may complete the above-mentioned configuration, below:

· Firefox:

<http://support.mozilla.org/es/kb/habilita-y-deshabilita-cookies-que-los-sitios-we>

· Chrome:

<http://support.google.com/chrome/bin/answer.py?hl=es&answer=95647>

· Explorer:

<http://windows.microsoft.com/es-es/internet-explorer/deletemanage-cookies#ie=ie-10>

· Safari:

<http://support.apple.com/kb/ph5042>

· Opera:

<http://help.opera.com/Windows/11.50/es-ES/cookies.html>