

Legal Notice & Privacy Policy

INTRODUCTION

Through this Legal Notice and Privacy Policy, ABIT LIVING S.L., (hereinafter “ABIT LIVING”) informs the users of its website, www.abitliving.com (hereinafter the “Website”) regarding the terms of use of the Website as well as of its privacy and personal data protection policy to enable users to freely and voluntarily determine whether or not they want to provide the personal details that may be asked of them.

WEBSITE OWNER

Pursuant to Article 10 of Act 34/2002 of 11 July on Information Society Services and Electronic Commerce, the users of this Website are hereby informed of the following:

- Owner: ABIT LIVING S.L.
- Tax Number: B-87511119
- Registered Office: Caracas nº 19, 28010 Madrid, Spain.
- Registered in Registro Mercantil de Madrid, Volume 34.482, section 8ª, sheet 78, page M-620153, inscripción 1ª
- E-mail address: gestion@abitliving.com

TERMS OF USE

Any person that accesses the Website thereby takes on the role of user and as such undertakes to observe and strictly comply with the provisions set forth herein, as well as with any other applicable legal provision.

Users undertake not to use this Website for fraudulent purposes and to refrain from behaving in any way that might damage the image, interests and rights of ABIT LIVING.

In the event of a breach of these terms and conditions by the user of this Website, or any reasonable suspicion of the company to this effect, ABIT LIVING reserves the right to restrict, suspend or terminate that user’s access to the Website and to adopt any technical measures required to that end.

Intellectual and Industrial Property Rights

All contents, elements, designs, and applications housed on this Website, regardless of their format or characteristics, and all Industrial and Intellectual Property Rights inherent to the Website are owned by ABIT LIVING and are protected by Industrial and Intellectual Property regulations and by any other legislation that may apply.

The aforementioned content cannot be used, reproduced, distributed, modified, publicly communicated, assigned, transformed or subject to any other disseminating procedure that has not been expressly authorized beforehand in writing.

The user can use the material housed on this Website, solely and exclusively, for personal and private use. It is not allowed its use with commercial or illegal purposes. ABIT LIVING reserves Intellectual and Industrial Property Rights.

Liability

ABIT LIVING is not responsible for the breach of any applicable rule that may be incurred by the user in his access to the Website and/or in the use of its information.

ABIT LIVING shall not be liable for any damages, regardless of their nature, caused or likely to occur as a result of the use of the information herein, the matters contained in this Website and software that incorporates thereof. ABIT LIVING shall not be liable for any information, nor for any effects that might result from the information, benefits or services offered by third parties – neither owned nor controlled by ABIT LIVING – and that are accessible via links (Links) and hypertext included on the Website.

ABIT LIVING is not responsible for the illegitimate use of brand names, product names and trademarks that are not owned by that entity and appearing on the Website.

ABIT LIVING is not responsible for the integrity, veracity ante legality of the content of links to websites that can be accessed from the Website.

ABIT LIVING does not accept any liability for viruses that have their origin in a transmission telematics infiltrated by third parties (for example, macros in word processors, Java applets and Active X programs), created with the purpose of obtaining results negative for a computer system.

Ultimately, the user is solely responsible for the use of the services, contents, links and hypertext on the Website.

DATA PROTECTION

Data Controller

The personal data collected will be processed by ABIT LIVING, who will act as Data Controller.

Users can provide personal information voluntarily either through specific forms found on different sections of the Website, or by means of the e-mail addresses made available for this purpose. By providing your personal information through any of the forms and e-mail addresses on this Website, you accept and consent to the processing of said information under the terms indicated in this privacy policy.

Purpose of personal data processing

Users' personal details are collected and processed in order to maintain a relationship with ABIT LIVING and to inform, train, promote (as it will be specifically identified in due course) and conduct other activities.

With regard to the eventual processing of user data for promotional or advertising purposes, in addition to the data collection form, data subjects will be provided with a suitable procedure that is simple and free of charge, so users can freely give their consent to said processing. Such consent may be withdrawn at any time and at no cost for the data subject.

Lawful basis

The lawful basis relies on the previous activities, the user's consent, and ABIT LIVING's legitimate interest.

Recipients of personal data

The recipient of any information provided by the user will be ABIT LIVING. ABIT LIVING agrees to respect the privacy of the data subjects and to use data only for authorized purposes.

Rights of data subjects

Data subjects can exercise their rights to access, rectification, erasure, objection, portability, and restriction by contacting ABIT LIVING, either by sending an e-mail to gestion@abitliving.com or by writing to ABIT LIVING, S.L., Calle Caracas nº 19, 28010 Madrid, Spain. Any such requests must be accompanied by a photocopy of a valid National ID card or equivalent document accrediting the data subject's identity and must specify the right being exercised.

Data subjects may, at any time and under the terms set out in the applicable data protection regulations, withdraw the authorization granted to process their personal information.

The data subject has the right to file a complaint with the Spanish Data Protection Agency (www.agpd.es) and with ABIT LIVING.

Whatever the case, users must answer for the truth of the data provided. ABIT LIVING reserves the right to ban any user providing false information from using the services, without prejudice to any other legal actions which may be taken. Users are responsible for notifying of any changes to their personal information.

Data retention period

ABIT LIVING only store users' personal data to use it for the purpose it was originally collected and in accordance with the legal basis for processing it. ABIT LIVING will retain personal data as long as there is a contractual and/or commercial relationship with the user, and as long as the user does not exercise the right to erasure, cancellation, and/or restriction with regard to the processing of such data.

Should this occur, said data will be blocked and not used, unless it may be needed to lodge or defend complaints, or when any kind of legal or contractual responsibility may be derived from processing it that must be addressed and for which the data must be retrieved.

ABIT LIVING must comply with current legislation as regards its obligation to cancel the personal information that is no longer needed for the purpose or purposes for which it was collected, blocking the same so as to be able to respond to any possible liabilities arising from the processing of such data, and solely for the duration of the limitation periods for any such liabilities. After the aforementioned limitation periods have elapsed the information in question shall be erased by secure methods.

Information we collect about visits to the Website

We collect and store limited personal information and anonymous statistics of all users that visit our Website, either because the user actively provides said information or is simply browsing our Website. The information we collect includes the Internet Protocol (IP) address of the device being used by the user, the browser and operating system being used, the time and date of access, the web address accessed by the user, as well as information on how our Website is being used.

We use this information to know how long our Website takes to load, how it is used, the number of visits, and the information that is most consulted by the user. This information helps us know whether the Website is working correctly, so that if we detect errors or bugs we can fix them and improve our Website's performance to be able to offer a better service for all our users.

In view of the above, we collect usage and browsing data for statistical purposes, to monitor the use of our Website, and to improve our knowledge of our Website users' interests.

Minors

Minors under 16 must not send any personal information without consent from a parent or guardian. ABIT LIVING assumes no liability for information sent by under 16 minors without due authorization.

Security measures

ABIT LIVING has taken personal data protection safety measures required by current legislation in accordance with the type of information processed and has implemented other media and additional technical measures within their reach to avoid the unauthorized alteration, loss, processing of or access to the data received.

ABIT LIVING hereby guarantees that it has adopted the appropriate security measures to ensure the security of the information and the confidentiality of the data that you send us.

Cookies

ABIT LIVING may use cookies that will be stored on your computer or device. Cookies are small quantities of information that are stored on the browser used by each user so that the server can remember certain information that can be used later. Our cookies cannot read details from your computer, nor its cookies.

When the user is browsing the Website, the server where it is lodged automatically recognizes the IP address of the user's computer or device, the day and the hour on which a visit begins and ends, as well as information about the different browsed sections. It is necessary that the server knows such data, so it can communicate and send the user's request to her browser.

You can configure your browser to alert you if you will receive a cookie. Those users that do not want to receive cookies or want to be informed before they are stored on their computer can set up their browser accordingly.

For further information check our Cookie Policy.

AMENDMENTS

Legal Notice, Privacy Policy and Cookies Policy

ABIT LIVING reserves the right to amend this Legal Notice, Privacy Policy and Cookies Policy to adapt to legislative and case law developments or to changes in the corporate strategy or activity of ABIT LIVING, and we thus recommend that the users reads it each time prior to accessing and browsing the Website. Notwithstanding the foregoing, any relationships established with users prior to the amending of this Legal Notice and Privacy Policy shall be governed by the terms in place at the time of accessing the Website to establish the aforementioned relationships.

ABIT LIVING provides users with the appropriate technical resources to be able to first access this Legal Notice and Privacy Policy.

Website

ABIT LIVING reserves the right to amend, without notice, the information of the Website, its configuration and layout.

Miscellaneous

a) ABIT LIVING undertakes NOT TO MAKE MISLEADING ADVERTISING. Formal or numerical errors as a result of a maintenance and/or incomplete or defective update of information shall not be considered misleading advertising. ABIT LIVING will correct any such errors as soon as possible.

b) According to Act 34/2002 of 11 July on Information Society Services and Electronic Commerce, ABIT LIVING undertakes NOT TO SEND COMMERCIAL COMMUNICATIONS WITHOUT IDENTIFYING THEM AS SUCH. The information sent to the users for the purpose of maintaining any contractual relationship between the user and AIV shall not be considered as commercial communication, nor to provide any other information, training or other activities of the service contracted by the user with the ABIT LIVING.

Applicable legislation an jurisdiction

Any disputes or issues relating to this Website or the activities taking place on this Website will be resolved under Spanish law, to which the parties expressly submit. ABIT LIVING and the users agree to submit all conflicts deriving from or relating to the use of the Website to the courts and tribunals of the city of Madrid (Spain), unless other jurisdiction is deemed competent in accordance with applicable legislation.

In the event that any of the terms of this document be declared null, they will be removed or replaced. Should this occur, the validity of the rest of the terms included in this document will not be affected