

## LEGAL NOTICE

Please read this document carefully. This document constitutes the Legal Notice regulating access, browsing and use of the website located in URL [www.gruporestalia.com](http://www.gruporestalia.com) (hereinafter "**the Website**").

Access, browsing and use of the Website imply express and unreserved acceptance of all terms of this Legal Notice, which shall have the same validity and effect as any agreement subscribed and signed in writing.

Its compliance and observance shall be required from any person who accesses, browses or uses the Website. If the user does not agree with the terms exposed, they must refrain from accessing, browsing or using it.

### 1. Identification

- **Holder:** RESTALIA GRUPO DE EURORESTAURACIÓN, S.L. (hereinafter, "**RESTALIA**").
- **Registered address:** Avenida de Europa nº 19, Edificio 2, Planta 3ª, Oficinas A, B y C, 28224 Pozuelo de Alarcón (Madrid).
- **Tax Identification Number [NIF]:** B-21390315
- **Public Registry:** Volume: 24223, Folio [184], Sheet [M-435.319], Entry [2]
- **E-mail:** [protecciondedatos@gruporestalia.com](mailto:protecciondedatos@gruporestalia.com)
- **Web hosting:** Arsys and Kunn

### 2. Purpose and scope

This Legal Notice regulates access, browsing and use of this Website, notwithstanding the fact that RESTALIA retains the right to modify the contents, structure and presentation of the Website, as well as the terms and conditions required for accessing or using such Website. Any change in the terms and conditions of this Legal Notice shall be displayed in the same manner as the original terms or by means of any communication addressed to the users. Access and use of contents of the Website after any of its modifications or amendments come into effect shall imply their acceptance.

Notwithstanding the above, accessing certain contents and using of certain services may be subject to certain specific conditions, which, in any case, shall be clearly identified. These specific conditions may replace, complete or modify, as appropriate, the terms of this Legal Notice. In case of conflict, such specific conditions shall prevail.

### 3. Access

Accessing and browsing the Website, unless otherwise stated, is free and there is no need of logging in. Accessing and using the website implies that the user must fully comply with the terms of this Legal Notice, as well as any instructions or recommendations instructed to them from time to time on the Website.

### 4. Intellectual and Industrial Property Rights

RESTALIA is the owner or, alternatively, holds the necessary licences regarding intellectual property and industrial property rights related to the Website, as well as to any contents published in such Website including, without limitation, the platform itself, or any texts, photographs, drawings, logos, trademarks, graphics, designs, interfaces or any other information and contents, and any services available through it.

In no case shall it be understood that access, browsing and use of the Website by the user or acquisition, use or subscription by the user products or services offered through the website complies a waiver, transmissions, licence or total or partial assignment of such rights by RESTALIA. The user has a right to use the Website's contents and/or services within a strictly personal scope and exclusively for the purposes of enjoying the services provided as per this Legal Notice.

References to brands or registered trademarks or other brand-specific signs, owned either by RESTALIA or by third companies, imply a restriction of use without the express consent of RESTALIA or their rightful owners. Access, browsing or used of the Website and/or its contents shall not, in any case and unless expressly authorised, imply that the use has the right to use any distinctive sign included in the Website.

All industrial and intellectual property rights over the contents and/or services of the Website are reserved. Specifically, it is forbidden to modify, copy, reproduce, publicly communicate, transform, distribute by any means and under any conditions all or part of the contents included in the Website for public or commercial uses without the previous express written authorisation of RESTALIA or, when appropriate, of the holder of the corresponding rights.

Besides, it is forbidden to delete or manipulate any copyright notices of any another notice identifying the holders of the rights with regard to the contents found by the user in the Website. as well as any protective technical devices, digital fingerprints or any other protective mechanism or information included in the contents displayed by the Website.

In case that the user sends information of any kind to RESTALIA by means of any channels set for these purposes, the user represents, guarantees and accepts that they are entitled to send such information freely, that such information does not breach any industrial or intellectual property rights, trade secrets or any other third-party rights, and that such information is neither confidential or detrimental to third parties.

The user acknowledges that they shall be liable for, any communication provided personally at their name, without limitation of the accuracy, originality and property of such information, and shall hold RESTALIA harmless for these purposes.

If the user was aware of the existence of any illicit, illegal, or unlawful content, or any content that may breach any industrial or intellectual property rights, they must immediately notify RESTALIA by means of e-mail address [[protecciondedatos@gruporestalia.com](mailto:protecciondedatos@gruporestalia.com)] so that it may implement the appropriate measures.

In the same manner, in case that any user or third party considers that any of the contents of the Website owned by RESTALIA breaches their industrial or intellectual property rights, or any other rights whatsoever, such user must send an e-mail to [\[protecciondedatos@gruporestalia.com\]](mailto:protecciondedatos@gruporestalia.com) with the following information:

- Identification data and contact data of the claimant or their legal representative.
- Documents supporting their ownership of the rights which were supposedly breached.
- Detailed description of the of the rights which were supposedly breached by RESTALIA, as well as its exact location within the Website.
- Express declaration on the part of the claimant that the use of contents has been carried out without the consent of the holder of the rights that were supposedly breached.

## **5. Links**

### **5.1. Links to other websites**

In case that the Website included links to other web pages by means of buttons, links, banners, embedded contents, etc. RESTALIA informs that those are to be managed directly by third parties. RESTALIA does not have neither capacity nor technical or human resources to know beforehand and/or monitor and/or approve all information, contents, products or services provided by other platforms which may be linked from the Website.

Consequently, RESTALIA shall not be able to take any responsibility for any aspect regarding the platform or website which may be linked from the Website, specifically, without limitation, about their functioning, access, data, information, files, quality and reliability of their products and services, and their own links, that is, any of their content.

In this sense, if users are effectively aware of the fact that the activities developed by such third party websites are either illegal or contrary to morals and/or public order, they must notify this to RESTALIA immediately for the purposes of allowing RESTALIA to disable the link that allows access to such third-party websites.

In any case, establishing any link from the Website to a third party web page shall not imply any kind of relationship or dependence between RESTALIA and the owner of such third party web page.

### **5.2. Links to the RESTALIA channel in social media and other platforms**

RESTALIA may, through different tools and applications, provide users with linking tools that allow them to access the Website channels and pages maintained by RESTALIA in different third party owned or managed social media and other platforms (e.g. Facebook, Twitter, Instagram, YouTube, etc.). The sole purpose of including these links on the Website has the sole purpose of facilitating users access to such channels in different social media and platforms.

The presence of such links does not entail any relationship between RESTALIA and the holder, manufacturer or distributor of the platform where the link leads to, or any acceptance or approval by the part of RESTALIA of its contents and service; its owner, manufacturer or distributor shall be solely responsible for them.

RESTALIA does not, in any case, share any kind of private information regarding its users with Facebook, Twitter or any other social networks which it may join in the future; the only purpose of collecting such information is that established in this Legal Notice and on the Website Privacy Policy. In this sense, all information that the user wishes to provide to these platforms shall be under such platform's own responsibility, and RESTALIA shall not intervene in this process.

Activation and use of these links may entail user identification and authentication (username/password) in the corresponding platforms, which are totally external to the Website and thus outside the control of RESTALIA. When accessing such external networks, the user enters an environment uncontrolled by RESTALIA, and for this reason RESTALIA shall not assume any responsibility on the safety settings of such environments.

Provided that RESTALIA has no control whatsoever on the contents hosted on such channels, the user acknowledges and accepts that RESTALIA may not held liable in any sense with regard to the contents or services the user may access in such pages, or with regard to any content, product, service, advertising, or any other material available in such pages. For this reason, the user must be especially cautious when assessing and using any information, contents and services embedded in the linked channels and as well as when sharing any own or third party information on such channels.

### **5.3. Links to the Website on other websites**

RESTALIA does not authorise to establish a link to the Website from web pages containing illicit, illegal, degrading or obscene materials, or, in general, materials which are unlawful or contrary to morals, public order or generally accepted social standards.

In any rate, users may, in web pages owned by them, embed links to the website, provided they comply with the following conditions: a) the link may not reproduce, or partly reproduce, the contents of the Website in any manner whatsoever; b) creating a browser or a border environment regarding Website sections, or modifying the Website in any other way, is not allowed; c) it is not allowed to make false, inaccurate or incorrect representations or indications with regard to the Website, and/or, particularly, to declare or lead to understand that RESTALIA has authorised the link or has supervised or assumed in any manner the contents or services offered or made available on the website where this link is established; d) the web page in which the link to the Website is established may not include illicit contents or contents contrary to morals or generally accepted good practices, and will neither include contents contrary to any third party rights, including industrial or intellectual property rights, the right to honour, the right to personal or family privacy or to their own image or any other right, on contents that breach the personal data regulations.

RESTALIA does not have neither capacity nor technical or human resources to know and/or monitor and/or approve all information, contents, products or services provided

by other web pages which may feature links to the Website. RESTALIA shall not take any responsibility for any aspect regarding the web page which features a link to the Website, specifically, without limitation, about their functioning, access, data, information, files, quality and reliability of their products and services, and their own links, that is, in general, any of their content.

## 6. Rules for Website use

Accessing or using the Website for illegal or unauthorised purposes, regardless of whether there is a lucrative intention or not, is not allowed and consequently its consequences shall be entirely borne by the user. Particularly, it is forbidden, without limitation, to:

- 1) Use the Website in any manner that may cause damages, interruption, inefficiencies, or defects in their own functioning or in a third party's computer.
- 2) Use the Website for the purposes of transmitting, installing or publishing any virus, malicious code or other detrimental programs or files.
- 3) Use the Website for the purposes of transmitting advertising or promotional contents, including spam, chain e-mails or similar;
- 4) Use the Website in such a manner that it implies a breach of the rights of RESTALIA or of any third party.
- 5) Use the Website for the purposes of transmitting or publishing any materials of a defamatory, offensive, racist, vulgar, degrading, pornographic, obscene or threatening nature or which may disturb any person;
- 6) Use the Website for the purposes of collecting personal data from other users;
- 7) Use the Website for any illegal purpose, or contrary to good faith, morals and public order;
- 8) Access the website with a false identity, impersonate a third person or use a user profile or carrying out any other action that may mislead other users with regard to the identity of the sender of a communication;
- 9) Access without authorisation to any part of the Website, other systems or networks connected to the Website, any RESTALIA server or any services offered through the Website, by means of forging or piracy, password mining or any other illegitimate means.
- 10) Break, or attempt to break, any safety or authentication measure implemented by the Website or any network connected to it, or any protection or safety measure inherent to the contents displayed by the Website;
- 11) Carry out any action that causes unnecessary or disproportionate saturation in the Website's infrastructure or in RESTALIA's networks or systems, or in the networks or systems connected to the Website; or
- 12) Prevent normal development of any event, contest, promotion or any other activity available through the Website and any of its functions, either altering or trying to alter, illegally or otherwise, access to, participation in or function of the Website, forging the result of contests and /or using fraudulent participation methods, by any means and/or through any practice that breaches the provisions of this Legal Notice.

Non-compliance by the user with any of the aforementioned obligations may entail implementation by RESTALIA of any necessary measures, which may even imply deleting or blocking the offending user's account, who shall not be entitled to any damages whatsoever for this reason.

For the purposes of ensuring that the Website is a safe environment and of protecting our users, it is strictly forbidden to publish any contents which:

- 1) May be considered as a violation of the fundamental rights to honour, personal and familial privacy, or image rights of third parties, and very particularly of children;
- 2) Include photographs that show personal data of third persons whose consent has not been obtained;
- 3) Breach communications secrecy or industrial or property rights or personal data protection regulations;
- 4) Include any information which is unlawful, racist, obscene, pornographic, abusive, defamatory, misleading, fraudulent or otherwise contrary to morals or public order;
- 5) Include spam and/or misleading links;
- 6) Include advertisements or commercial communications, or are designed to issue advertising messages or to collect data for advertising purposes;

If any user does not comply with these limitations, they shall be deemed liable for any claim filed as a consequence of their actions. Even if no third party claim is filed, RESTALIA retains the possibility of preventing the offending users from accessing the Website or taking part in certain Website areas,

RESTALIA does not control the contents published by users on the Website and may not be held liable in any sense whatsoever for these contents. Notwithstanding the above, RESTALIA retains the possibility of monitoring and/or moderating any user-generated contents and, if such contents breach the provisions of this Legal Notice or the Website Privacy Policy, of editing or deleting such comment.

Besides, if the user finds on the Website any information or contents which may not be appropriate, compliant with current regulations or with the conditions displayed in the Website, we request that you immediately notify RESTALIA through any of the means available.

## **7. Liabilities and guarantees**

RESTALIA may not guarantee that absolutely all information and/or services contained on the Website are trustworthy, useful or truthful, as it may not either guarantee that the documents made available by means of the Website are trustworthy, useful or truthful.

Consequently, RESTALIA does not guarantee or accept any liability whatsoever for: (i) permanence of Website contents; (ii) absence of errors in such contents; (iii) absence of viruses and/or other harmful elements on the Website or the server where it is hosted; (iv) lack of vulnerability of the Website and/or impossibility of breaching any safety measures implemented on the Website; (v) lack of utility or performance of the Website contents; and (vi) any damages caused, either to themselves or to a third party, any person that did not comply with the conditions, regulations and instructions established by RESTALIA with regard to the Website or that breached the Website safety systems.

Notwithstanding the above, RESTALIA hereby represents that it has adopted all necessary measures within its power and the state of the art in order to guarantee the operation of the website and minimize system error, both technical and regarding published content, as well as to prevent existence and transmission of viruses and other damaging elements to users' computers.

RESTALIA does not guarantee that contents supplied by third parties through the Website are lawful, trustworthy and useful. If the user was aware of the existence of any illicit, illegal, or unlawful content, or any content that may be breach any third party rights, they must immediately notify RESTALIA so that it may implement appropriate measures.

RESTALIA shall not be held liable with regard to the truthfulness, integrity or updating of the informations published in the Website and supplied by sources other than RESTALIA, or of the contents in other platforms linked from the Website. RESTALIA shall not take any responsibility for any potential damage caused by the use of the aforementioned informations.

RESTALIA has contracted an SSL ("Secure Sockets Layer") certificate for its website.

An SSL certificate allows you to protect all personal and confidential information that can be handled on a website, regardless of the information that is being transmitted, such as from any of the website's contact forms to the server, or the data entered for subscription to newsletters or access to protected areas, etc.

The website address will appear in green, activating the "https" protocol that allows secure connections from a web server to the user's browser

## **8. Communication channels**

RESTALIA makes available to its users a channel through which the existence of any comments that the user deems unlawful or contrary to the legitimate rights of third parties may be communicated to RESTALIA.

Should the user become aware of any of the above circumstances, it must immediately notify RESTALIA at [protecciondedatos@gruporestalia.com](mailto:protecciondedatos@gruporestalia.com) so that it may review the relevant contents and, when appropriate, it may delete or disable such content.

## **9. Suspension of the Website**

RESTALIA reserves the right to suspend, modify, restrict or interrupt, temporarily or permanently, the access to or browsing, use, hosting and/or downloading of content and/or use of the services of the Website, with or without prior notice to users who contravene any of the provisions detailed in this Legal Notice, without the user being entitled to claim any compensation whatsoever for same.

## **10. Data Protection**

In accordance with the provisions of Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, all personal data provided during the use of the Website shall be processed in accordance with the provisions of the Privacy Policy, which all users must expressly accept in order to be able to send queries, requests, or consultations through the Website.

## **11. General**

The headings of the different clauses are included for information purposes only and shall not affect, qualify or extend the interpretation of this Legal Notice. Furthermore, RESTALIA may modify the terms and conditions stipulated herein, in part or in full, publishing any change to such in the same form in which this Legal Notice appears or through any other form of communication to users.

The period of validity of this Legal Notice coincides, therefore, with its period for which it is displayed, until it is modified in full or in part, at which time the modified Legal Notice will become valid.

Regardless of the provisions of the specific conditions established in each case RESTALIA may terminate, suspend or interrupt, at any time and with no obligation to provide prior notice, access to the contents of the Website, without the user being entitled to claim any compensation whatsoever for same. After such termination, the prohibitions of use of the contents previously provided in this Legal Notice shall remain in force.

Thus, if the user fails to comply with this Legal Notice, RESTALIA may suspend or cancel their automatic profile without prior notice and under no circumstances shall such suspension or cancellation entitle the user to any right to compensation whatsoever. To these effects, RESTALIA informs that it may, in due course, collaborate with the competent police and judicial authorities where it detects any infraction of the legislation in force or if it suspects that any crime has been committed.

The contracting of any product and/or payment service offered by RESTALIA through the Website shall be regulated by the general and/or specific conditions of each specific service provided for such effect.

Where there is any discrepancy between the provisions of this Legal Notice and the specific conditions of each specific service of the Website, the latter shall prevail.

In the event that any provision of this Legal Notice were declared null and void or inapplicable, in part or in full, by any Court, Tribunal or competent administrative body, said nullity or non-application shall not affect the remaining provision of same.

The failure to exercise, on the part of RESTALIA, any right or provision contained in this Legal Notice shall not constitute a waiving of same, except where recognised and agreed in writing on the part of RESTALIA.

## **12. Applicable legislation and Competent Jurisdiction**

The legislation in force shall determine the laws and the jurisdiction governing the relationship between RESTALIA and users. Nevertheless, provided that said regulation provides for the possibility of all parties submitting to a particular jurisdiction, any questions of litigation arising from or relating to this Website shall be subject to the Spanish legislation in force at the time of litigation. Therefore, both RESTALIA and users expressly waive any other corresponding right and agree to submit to the Courts and Tribunals of Madrid city.

Complaints regarding the use of our service can be submitted by email or standard post to the email address or physical address indicated in the "Identification" section and we shall undertake, at all times, to reach amicable solution to the dispute.

Latest update: 31 March 2.023

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