

## **LEGAL NOTICE**

The current Legal Notice (hereinafter, "Legal Notice") of STECON SPORTS, S.L., (hereinafter, "LEVANTE GOLF") has the aim of complying with the obligation of information that the article 10 of the Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce imposes on all service providers, as well as of establishing the rules of use of the website that are applicable to all users as a consequence of the use thereof.

Access to, navigation on and use of the website <http://www.levantegolf.com/> (hereinafter, the "Website") implies the express and unreserved acceptance of all the terms of this Legal Notice. Its observance and compliance will be demanded to any person who accesses to, navigates on or uses the Website.

### **1. IDENTIFICATION**

The Website is operated by:

Business Name: STECON SPORTS, S. L., (hereinafter, LEVANTE GOLF).

VAT number: B05540182

Address: C/ Turbintos, 34, Puerta B, 30150 - La Alberca, Murcia (Spain).

E-mail: [info@levantegolf.com](mailto:info@levantegolf.com)

Domain name: <http://www.levantegolf.com>

Administrative authorisation: Authorisation from the National Market and Competition Commission for the provision of electronic communications services.

Company registry details: Registered on June 6 2019 (06/06/2019) in the Mercantile Registry of Murcia (Spain) in Volume 3389, Folio 11, Section 8 and Page MU-98923.

### **2. SUBJECT MATTER AND SCOPE**

The current Legal Notice regulates the access to, navigation on and use of the Website by the user (hereinafter, the "User"). However, LEVANTE GOLF reserves the right to modify the presentation, configuration and content of the Website, as well as the conditions required for access and/or use. The access to and/or use of the Website after the entry into force of its modifications or changes implies the acceptance thereof.

However, access to certain contents and the use of specific services may be subject to the fulfilment of particular conditions which will be clearly displayed and must be expressly accepted by the Users. These particular conditions may replace, complete or, where appropriate, modify those established in this Legal Notice.

The purpose of the Website is the provision and/or sale of services and/or products related to LEVANTE GOLF.

### **3. CONDITIONS OF ACCESS AND REGISTRATION/USE**

The access to or navigation through the Website does not require user registration. However, access to or navigation through the Website implies that the User of the Website accepts in its entirety and is obliged to comply completely with this Legal Notice, as well as the instructions or recommendations that are indicated in each specific case through the Website.

Please, read previously the conditions of the Website and, in case of disagreement, abstain to accede or to make use of them.

Access to the Website is at the sole responsibility of the User, who shall be liable in all cases for any damages that such access may cause.

In any case, registration on, access to and navigation on the Website by minors under eighteen (18) years of age is prohibited, unless they have the prior and express authorisation of their parents, guardians or legal representatives, who will be considered responsible for the acts carried out by the minors in their care, in accordance with current regulations. In any case, it will be presumed that access by a minor to the Website has been made with the prior and express authorisation of his/her parents, guardians or legal representatives.

In order to access specific sections of the Website, it may be necessary for Users to register and/or provide their personal data. When accessing these sections, Users will be duly informed of the applicable Privacy Policy so that they may expressly accept it.

Under no circumstances LEVANTE GOLF shall be responsible for the authenticity of the data provided by the Users, so that each User will undertake responsibility for the possible consequences, mistakes and faults derived from a lack of accuracy of the data, in accordance with that established in the Privacy Policy.

Access, navigation, use and registration on the Website is completely free of charge. Registration on the Website requires the condition of the condition of client or golf instructor.

### **3.1. Specific registration requirements**

In order to register on the Website, it is a requirement to be over eighteen (18) years old, a legal resident of the European Union and to provide all the required and compulsory data. It is required that the data entered by the User are real and truthful. Under no circumstances LEVANTE GOLF shall be responsible for the veracity of the registration data provided by the User, so the latter will be the only one responsible for the possible consequences, mistakes and faults that may subsequently arise therefrom.

In the same way, the registered User assumes that the User's password and account are personal and non-transferable.

The password must be generated by the User according to solid and complex rules established any time by LEVANTE GOLF. The password created by the User will have unlimited validity, only subject to the time that the Website or those sections of the Website requiring access by password remain active.

Without prejudice to the above, the User may modify their password at any time, using the tools made available by LEVANTE GOLF through the Website.

The User undertakes to make diligent use of their account, to keep it in secret and not to disclose it to third parties. Consequently, the Users will be responsible for the protection and confidentiality of any identification and/or passwords they have selected as registered Users, and agree not to transfer their account credentials to third parties nor to allow third parties access to their account, either temporarily or permanently. The User will be responsible for the illicit use of the Website, answering for any damage or harm to LEVANTE GOLF by a third party who accesses the site using their access credentials. LEVANTE GOLF reserves the right to delete the User's account as soon as any illicit circumstance is detected.

It is the User's obligation to immediately notify LEVANTE GOLF of any event that allows the improper use of the identifiers and/or passwords, such as theft, loss or unauthorised access to them, in order to proceed to their immediate cancellation. Until such events are reported, LEVANTE GOLF will be exempt from any responsibility that derived from the improper use of the identifiers or passwords by unauthorised third parties.

### **3.2. Cancellation as a registered user**

At any time, the user may request the cancellation of his/her account through a written request via e-mail to [info@levantegolf.com](mailto:info@levantegolf.com) indicating his or her identification data.

## **4. RULES OF USE OF THE WEBSITE**

The User agrees to use the Website and all of its contents and services as provided by law, morality, public order and the current Legal Notice. Likewise, the User undertakes to make appropriate use of services and/or contents of the Website and not to use it for illegal or criminal purposes, which infringe the rights of others and/or violate the regulations on intellectual property, or any other applicable legal standards.

Without the following list being restrictive, the User must abstain from:

- Unauthorised or fraudulent use of the Website and/or its contents or use thereof for purposes that are illicit, prohibited in this Legal Notice, harmful to the rights and interests of third parties, or that may in any way damage, disable, overload, deteriorate or prevent the normal use of the services or the documents, files and all kinds of contents stored on any computer;
- Access or attempt to access resources or restricted areas of the Website, without complying with the conditions required for such access;
- Cause damage, interruptions or defects in the physical or logical systems of the Website, its suppliers or third parties;
- Introduce or spread computer virus or any other physical or logical systems that may cause damage to the physical or logical systems of LEVANTE GOLF, its suppliers or third parties;
- Attempt to access, use and/or manipulate the data of LEVANTE GOLF, third party suppliers and other Users without LEVANTE GOLF's permission;
- Reproduce or copy, distribute, allow public access through any form of public communication, transform or modify the contents, unless you have the authorisation of the owner of the corresponding rights or it is legally permitted;
- Delete, hide or manipulate the notes on intellectual property rights or other data identifying the rights of LEVANTE GOLF or third parties incorporated into the contents, as well as the technical protection devices or any information mechanisms that may be inserted into the contents;
- Obtain or try to obtain the contents using means or procedures other than those that, according to the case, have been made available for this purpose or have been expressly indicated on the web pages where the contents are found or, in general, those that are normally used on the Internet as they do not involve a risk of damage or disablement of the Website and/or the contents;
- Register on the Website under a false identity, impersonating third parties or using a fake or stolen profile or performing any other action that may confuse other Users about the User's identity;
- Access without authorisation to any section of the Website, to other systems or networks connected to the Website, to the LEVANTE GOLF servers or to the services offered through the Website, by hacking or falsifying, extracting passwords or by any other illegitimate means;
- Break or attempt to break the security or authentication measures of the Website or any network connected to it, or the security or protection measures inherent in the content offered on the Website;
- Carry out any action that causes disproportionate or unnecessary saturation of the infrastructure of the Website or of the systems or networks of LEVANTE GOLF, as well as of the systems and networks connected to the Website;
- In particular, and as an indication only, and not as an exhaustive list, the User agrees not to copy, reproduce, transmit, disseminate or make available to third parties, in the environment of the Website, information, data, content,

messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any kind of material that:

- (a) In any way is contrary to, disregards or infringes fundamental rights recognised by the Spanish Constitution, international treaties and other applicable legislation;
- (b) Induces, incites or promotes criminal, denigrating, defamatory or violent actions or, in general, actions that are contrary to the law, morality or public order;
- (c) Induces, incites or promotes discriminatory actions, attitudes or thoughts based on sex, race, religion, beliefs, age or condition;
- (d) Incorporates, makes available or allows access to products, elements, messages and/or services that are criminal, violent, offensive, harmful, degrading or, in general, contrary to the law, morals and generally accepted good customs or public order;
- (e) Induces or may induce an unacceptable state of anxiety or fear;
- (f) Induces or incites to engage in practices that are dangerous, risky or harmful to health and psychological balance;
- (g) Is protected by the legislation on the protection of intellectual property belonging to LEVANTE GOLF or to third parties without having been authorised to use it;
- (h) Is contrary to the honour, personal and family intimacy or to the very image of people;
- (i) Constitutes any type of advertising;
- (j) Includes any type of virus or program that prevents the normal functioning of the Website.

The failure of the User to comply with any of the above obligations may lead to the adoption by LEVANTE GOLF, in the exercise of its rights and obligations, of measures appropriate to block or delete the account of the offending User, without the possibility for that User to be compensated for the damage caused, as well as the possibility of taking the legal actions that LEVANTE GOLF considers appropriate.

LEVANTE GOLF makes the following email address available to Users [info@levantegolf.com](mailto:info@levantegolf.com) so that a User affected by any content can make it known to LEVANTE GOLF, with the intention of rectifying this content if appropriate.

## **5. INTELLECTUAL PROPERTY**

The User recognises and accepts that all the brands, commercial names or distinctive signs, all the intellectual property rights, on the contents and/or any other elements inserted on the Website (hereinafter, the "Contents"), are the exclusive property of LEVANTE GOLF and/or third parties, who have the exclusive right to use them in economic traffic.

LEVANTE GOLF owns or, where applicable, has the corresponding licenses for the exploitation rights of intellectual property necessary to operate the Website, as well as all the Content offered on the Website, including the Website itself, texts, photographs

or illustrations, logos, brands, graphics, designs, interfaces or any other information or content and the services available through the Website.

Under no circumstances does access, navigation and use of the Website by the User imply any kind of waiver, transmission, license or total or partial assignment of such rights, unless expressly established to the contrary. The User has the right to use the contents and/or services of the Website within a strictly domestic environment and solely for the purpose of enjoying the benefits of the service in accordance with this Legal Notice.

All intellectual property rights over the Contents and/or services of the Website are reserved, and it is therefore prohibited to modify, copy, reproduce, publicly communicate, transform or distribute by any means and in any form a part or the totality of the contents included in the Website.

Any other use or exploitation of any right not indicated in this Legal Notice will be subject to prior, express and written authorisation specifically granted for this purpose by LEVANTE GOLF or the third-party owner of the affected rights. In no case does access, navigation or use of the Website and/or its contents confer on the User any right over distinctive signs included in it, unless otherwise stated in this Legal Notice.

The Contents, texts, photographs, designs, logos, images, computer programs, source codes and, in general, any intellectual creation existing on the Website, as well as the Website itself as a whole, as a multimedia artistic work, are protected as copyright or as any other rights by law, including, but not limited to, the regulations on intellectual property.

LEVANTE GOLF is the owner or licensee of the elements that make up the graphic design of its Website, the menus, navigation buttons, the HTML code, the texts, photographs, textures, graphics and any other content of the Website or, in any case, has the corresponding authorisation for the use of these elements.

The content provided on the Website may not be reproduced in whole or in part, nor transmitted, nor recorded by any information retrieval system, in any form or by any means, unless prior, express and written authorisation is obtained from LEVANTE GOLF.

It is also forbidden to delete, evade or manipulate the materials and elements that appear on the Website and the rights of which belong to LEVANTE GOLF, as well as the technical protection devices, or any information mechanisms that may include the content.

The User assumes responsibility, leaving LEVANTE GOLF unharmed, for any communication personally supplied or made on its behalf, such responsibility extending to the accuracy, legality, originality and entitlement thereof.

The User of this Website agrees to respect the rights stated herein and to avoid any action that could damage them, and LEVANTE GOLF reserves in all cases the right to exercise any means or legal action that deems appropriate for the defence of its legitimate rights, including, among others, intellectual property rights.

If the User becomes aware of the existence of any content that is illicit, illegal or that could represent an infringement of intellectual rights, or of any other nature, they must immediately notify LEVANTE GOLF by email at [info@levantegolf.com](mailto:info@levantegolf.com) or by post to our central offices, situated in C/ TURBINTOS, 34, Puerta B, 30150, LA ALBERCA, MURCIA (SPAIN), for the attention of the legal area, so that they may proceed to adopt the appropriate measures.

Likewise, in the event that any User or a third party considers that any of the content of the Website owned by LEVANTE GOLF infringes their rights, including among others their intellectual property rights, they should send a communication to the e-mail address [info@levantegolf.com](mailto:info@levantegolf.com) or by post to our central offices, located in C/ TURBINTOS, 34, Puerta B, 30150, LA ALBERCA, MURCIA (SPAIN), for the attention of the legal area with the following information:

- 1.1 Identification data and claimant or representative Contact information;
- 1.2 Supporting documentation identifying the holder of the breached rights;
- 1.3 Detailed account of the rights supposedly infringed by LEVANTE GOLF, as well as of their exact location within the Website;
- 1.4 Claimant's express statement declaring that content usage has been done without the consent of the holder of the rights supposedly infringed.

## **6. THIRD PARTY WEBSITES AND LINKS:**

### **6.1. Links to other websites**

In the event that the Website shows links to other websites by means of different buttons, links or banners, LEVANTE GOLF informs that these are managed by third parties, and that LEVANTE GOLF has neither the human nor technical resources to know in advance and/or control and/or approve all the information, contents, products or services provided by other websites to which links can be established from the Website.

Consequently, LEVANTE GOLF cannot assume any kind of responsibility whatsoever for any aspect to the website to which a link may be established from the Website, specifically, including but not limited to, its operation, access, data, information, files, quality and reliability of its products and services, its own links and/or any of its contents in general.

In this sense, if the Users have effective knowledge that the activities carried out through these third party websites are illegal or contravene morality and/or public order, they must immediately notify LEVANTE GOLF so that the access link to them can be disabled, an action that will be carried out as soon as possible if considered appropriate by LEVANTE GOLF.

In any case, the establishment within the Website of any kind of link to another website does not imply any type of relationship, collaboration or dependency between LEVANTE GOLF and the person responsible for that foreign website.

### **6.2. Links to the LEVANTE GOLF channel on other platforms and social networks**

LEVANTE GOLF makes available to Users, through different tools and applications, link media that allow Users to access the channels and pages of that LEVANTE GOLF maintains on different platforms and social networks belonging to and/or managed by third parties (e.g., Facebook, Twitter, etc.). The inclusion of these links on the Website is solely for the purpose of facilitating the Users access to such channels on the various platforms and social networks.

The establishment of these applications does not imply the existence of any relation between LEVANTE GOLF and the owner, supplier or distributor of the linked website, neither implies the acceptance and approval from LEVANTE GOLF of its content and/or services, being its owner, supplier or distributor the only responsible therefor.

The activation and use of these applications could imply User's identification and authentication (login/password) in the corresponding platforms, which are totally external to the Website and out of the control of LEVANTE GOLF. By accessing these external networks, the User joins in an environment that is not controlled by LEVANTE

GOLF and therefore LEVANTE GOLF will not assume any responsibility for the security configuration of these environments.

Due to LEVANTE GOLF having no control over these sites' content, the User recognises and accepts that LEVANTE GOLF does not assume any responsibility for the content or services to which the User may access on these sites, nor for any content, products, services, advertising or any other material available therein.

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

LEVANTE GOLF does not authorise the establishment of a link to the Website from sites including material, information or content that is illicit, illegal, degrading, obscene and, in general, that contravenes the law, morality or public order, or generally accepted social standards.

In any case, Users may establish links that lead to the Website, provided that they comply with the following conditions:

- 1.1 The link may not reproduce the content of the Website or parts of it in any way;
- 1.2 It is not allowed to create a browser or a border environment on the sections of the Website, neither modify the Website in any case;
- 1.3 It is not allowed to pronounce false, inaccurate or incorrect claims or indications about the Website and/or, in particular, declare or mean that LEVANTE GOLF has authorised the link or has supervised or assumed in any way the content or services offered or made available on the website where the link is established;
- 1.4 The website where the link to the Website is located will not contain information or illicit contents, or contents that are contrary to the moral, commonly accepted customs or public order, nor will it contain content that is contrary to any rights of third parties, including intellectual property rights and/or the right to honour, personal or family privacy or one's own image or any other right, or content that is contrary to the regulations governing the protection of personal data.

LEVANTE GOLF has no faculty neither human or technical resources to know, control or approve all the information, contents, products or services provided by other websites that have links established to the Website. LEVANTE GOLF does not assume any kind of responsibility for any aspect related to those websites that contain links to the Website; specifically, with regards to, among others, its operation, access, data, information, files, quality and reliability of its products and services, its own links and/or any of its contents, in general.

## **7. PERSONAL DATA PROTECTION**

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as, the "GDPR") and Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights (hereinafter, the "LOPDGDD"), all personal data collected during the use of the Website will be processed in accordance with the provisions of the Privacy Policy. All Users of the Website are recommended to review this Privacy Policy, as well as any other legal texts established on the Website, in order to ensure that they are informed of the possible processing of their personal data and of the rights they have.

We also inform you that we may use "cookies" when you browse the Website. You can obtain more information about our use of cookies by consulting our Cookie Policy, which is also available on the Website.

## **8. RESPONSIBILITIES AND WARRANTIES**

LEVANTE GOLF cannot guarantee the reliability, usefulness or truthfulness of all the information and/or the services and contents of the Website neither the usefulness or truthfulness of the documentation made available through the Website.

LEVANTE GOLF does not guarantee continued access, neither the correct viewing, downloading or use of the elements and information contained on the Website which may be prevented, hindered or interrupted by factors or circumstances beyond its control.

LEVANTE GOLF may interrupt the service or immediately resolve the relation with the User if it detects a use of the Website or of any of the services offered therein that is contrary to this Legal Notice.

LEVANTE GOLF is not responsible for any damage, loss, claim or expense caused by:

- Interferences, interruptions, failures, omissions, telephone breakdowns, delays, blockages or disconnections in the operation of the electronic system, caused by deficiencies, overloads and errors in the telecommunications lines and networks, or by any other cause beyond the control of LEVANTE GOLF;
- Unlawful interference through the use of malicious programs of any kind and by any means of communication, such as computer virus or any other;
- Abuse or misuse of the LEVANTE GOLF website;
- Security or navigation errors produced by a malfunction of the browser or by the use of non-updated versions of the browser.
- Invulnerabilities of the Website and/or the impossibility of violating the security measures adopted on the Website;
- Damage or harm caused, to oneself or to a third party, by any person who infringes the conditions, rules and instructions that LEVANTE GOLF establishes on the Website or through the violation of the Website's security systems;

Nevertheless, LEVANTE GOLF declares that it takes and will take all the necessary and reasonable measures within its capabilities and available means, to guarantee the proper operation of Website and to minimise the system errors, both in technical and content terms, as well as to avoid the existence and transmission of virus and other harmful components.

LEVANTE GOLF does not guarantee the legality, reliability or usefulness of the content supplied by third parties through the Website. If the User becomes aware of the existence of any content that is illicit, illegal, contrary to the law, or that could represent an infringement of the rights of third parties, the User must immediately notify the Owner.

LEVANTE GOLF shall not be responsible for the accuracy, integrity or updating of the information published on the Website from sources outside the Website, nor for those contained in other platforms linked from the Website. LEVANTE GOLF will not be held responsible for any potential damage that may arise from the use of the mentioned information.

LEVANTE GOLF will not be liable for causes beyond its control, among which can be listed in a non-limitative manner: force majeure, problems with Internet access, technological problems beyond the diligent and reasonable management of LEVANTE GOLF, actions or omissions of third parties, etc. In all of these cases, which are beyond

the control and due diligence of LEVANTE GOLF, no compensation for damage or loss will be paid by LEVANTE GOLF to the User, insofar as this is permitted by law.

## **9. SUSPENSION OF WEBSITE SERVICES**

LEVANTE GOLF reserves the right to suspend, modify, restrict or interrupt, either temporally or permanently, the access, navigation, use, hosting and/or downloading of the content and/or use of the services of the Website, with or without prior notification, to Users who infringe any of the provisions detailed in this Legal Notice, without granting any right of indemnification to such users.

## **10. CONTACT LEVANTE GOLF**

If you have any questions about this Legal Notice, please contact the legal department of LEVANTE GOLF, at the following e-mail address: [info@levantegolf.com](mailto:info@levantegolf.com), or by post to our central offices, located at C/ TURBINTOS, 34, Puerta B, 30150, LA ALBERCA, MURCIA (SPAIN), for the attention of the Legal Area.

All information you provide in any written communication to the above address will also be covered by the Privacy Policy.

## **11. GENERAL PROVISIONS**

Headings of the different clauses are merely information and shall not affect, qualify or encourage interpretation of this Legal Notice. Likewise, LEVANTE GOLF may modify the conditions stipulated here, fully or partially, publishing any change in the same way that this Legal Notice appears or through any type of communication directed to the Users.

If any term or clause of this Legal Notice is considered invalid, void, illegal or unenforceable for any reason, this will not affect the validity of the remaining clauses.

The temporary validity of this Legal Notice coincides, therefore, with the time of its exposure, until it is totally or partially modified, at which time the modified Legal Notice will become effective.

LEVANTE GOLF may cancel, suspend or interrupt, at any time and without prior notice, access to the contents of the Website, without the possibility for the User to demand any compensation. After such termination, the prohibitions on the use of the contents set out above in this Legal Notice will remain in force.

The failure of LEVANTE GOLF to exercise or enforce any right or condition contained in this Legal Notice will not constitute a waiver of that right or condition, unless acknowledged in writing by LEVANTE GOLF.

## **12. APPLICABLE LAW AND JURISDICTION**

This Website is governed by the legislation in force in Spain.

For any dispute that may arise in the interpretation and application of this Legal Notice, and to the extent permitted by current legislation, both LEVANTE GOLF and the Users agree to submit expressly to the jurisdiction of the Courts and Tribunals of Spain, renouncing their own jurisdiction if any.

**Last update: [July 2020]**

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