

# LEGAL NOTICE

## Identifying data

1. You are visiting the website <http://www.mycupofteabcn.com> owned by **JANE HELEN WOOD-CHAMBERS (MY CUP OF TEA LANAGAUGE SCHOOL MCOTLS)**, with registered office/locale at CARRER DEL RECTOR UBACH 13, 08021 BARCELONA, with NIE n° Y5968107N, going forward to be known as THE HOLDER.

You can contact the HOLDER by any of the following means:

Telephone: **+34 686 78 28 98**

Contact email: **info@mycupofteabcn.com**

## Web

Design and creation: MARC FERREIRO [www.marcferreiro.com](http://www.marcferreiro.com)

Hosting: Webempresa ([www.webempresa.com](http://www.webempresa.com))

## Users

2. The purpose of these conditions (hereinafter Legal Notice) is to regulate the use of THE OWNER's website, which is made available to the public.

Access and / or use of this website attributes the condition of USER, who accepts, from said access and / or use, the general conditions of use reflected here. The aforementioned conditions will be applied regardless of the general contracting conditions that in their case are mandatory.

## Use of the portal

3. <http://www.mycupofteabcn.com> provides access to a multitude of information, services, programs or data (hereinafter "the contents") on the Internet belonging to THE HOLDER or its licensors to which the USER may have access. The user assumes responsibility for the use of the portal. This responsibility extends to the registration that is necessary to access certain services or content. In said registration, the USER will be responsible for providing truthful and lawful information. As a consequence of this registration, the USER can be provided with a password for which he will be responsible, committing himself to make diligent and confidential use of it.

The USER undertakes to make appropriate use of the content and services (e.g. chat services, discussion forums or newsgroups) that THE OWNER offers through its portal and by way of example but not limitation, not to use them to:

Incurring activities that are unlawful, illegal or contrary to good faith and public order.

Disseminate racist, xenophobic, pornographic-illegal content or propaganda, in support of terrorism or an attack on human rights.

Causing damage to the physical and logical systems of **JANE HELEN WOOD-CHAMBERS (MY CUP OF TEA LANGUAGE SCHOOL MCOTLS)**, its suppliers or third parties, introducing or spreading computer viruses or any other physical or logical systems that are capable of causing the aforementioned damage.

Try to access and, where appropriate, use the email accounts of other users and modify or manipulate their messages.

Use the website or the information it contains for commercial, political, advertising purposes and for any commercial use, especially when sending unsolicited emails.

THE OWNER reserves the right to withdraw all comments and contributions that violate respect for the dignity of the person, that are discriminatory, xenophobic, racist, pornographic, that threaten youth or childhood, order or public safety or that, in his opinion, will not be suitable for publication. In any case, THE HOLDER will not be responsible for the opinions expressed by users

through forums, chats, or other participation tools.

#### **Data protection**

4. Everything related to the data protection policy is included in the privacy policy document.

#### **Contents. Intellectual and industrial property**

5. THE OWNER is the owner of all the intellectual and industrial property rights of its web page, as well as of the elements contained in it (for example: images, photographs, sound, audio, video, software or texts; trademarks or logos, colour combinations, structure and design, selection of used materials, computer programs necessary for its operation, access and use, etc.), owned by the OWNER or its licensors.

All rights reserved. By virtue of the provisions of articles 8 and 32.1, second paragraph, of the Intellectual Property Law, the reproduction, distribution and public communication, including the method of making them available, of all or part of the contents of this website, for commercial purposes, in any medium and by any technical means, without the authorization of the HOLDER.

#### **Exclusion of guarantees and responsibility**

6. THE USER acknowledges that the use of the website and its contents and services is carried out under his sole responsibility. Specifically, by way of illustration only, THE HOLDER does not assume any responsibility in the following areas:

- a) The availability of the operation of the website, its services and content and its quality or interoperability.
- b) The purpose for which the website serves the objectives of the USER.
- c) Violation of current legislation by the USER or third parties and, specifically, of the intellectual and industrial property rights owned by other persons or entities.
- d) The existence of malicious codes or any other harmful computer element that could be caused by the USER's or third parties' computer system. It is the responsibility of the USER, in any case, to have adequate tools for the detection and disinfection of these elements.
- e) Fraudulent access to content or services by unauthorized third parties, or, where appropriate, the capture, elimination, alteration, modification or manipulation of messages and communications of any kind that said third parties may carry out.
- f) The accuracy, veracity, timeliness and usefulness of the contents and services offered and the subsequent use made of them by the USER. THE HOLDER will use all reasonable efforts and means to provide updated and reliable information.
- g) Damage caused to computer equipment during access to the website and damage to USERS when they originate from failures or disconnections in telecommunications networks that interrupt the service.
- h) The damages or losses that derive from circumstances occurred by fortuitous event or force majeure.

In the event that there are forums, the use of the same or other similar spaces, it must be taken into account that the messages reflect only the opinion of the USER who sends them, who is solely responsible. THE HOLDER is not responsible for the content of the messages sent by the USER.

#### **Modification of this legal notice and duration**

7. THE HOLDER reserves the right to make the modifications it deems appropriate on its portal without prior notice, being able to change, delete or add as many content and services provided through it, such as way in which they appear represented or located on your portal.

The validity of the aforementioned conditions will be based on their exposure and will be in force until they are modified by others duly published.

#### **Links**

8. In the event that links or hyperlinks to other Internet sites are included in <http://www.mimoidiomas.com>, THE OWNER will not exercise any type of control over said sites and content. In no case THE HOLDER will assume any responsibility for the contents of any link belonging to a third party website, nor will it guarantee the technical availability, quality,

reliability, accuracy, breadth, veracity, validity and constitutionality of any matter or information contained in any of said hyperlinks and other sites on the Internet. Likewise, the inclusion of these external connections will not imply any type of association, merger or participation with the connected entities.

**Exclusion rights**

9. THE HOLDER reserves the right to deny or withdraw access to the portal and / or the services offered without prior warning, at its own request or by a third party, to those users who fail to comply with the content of this legal notice.

**General**

10. THE HOLDER will pursue the breach of these conditions as well as any improper use of its portal, exercising all civil and criminal actions that may correspond to it in law.

**Applicable law and jurisdiction**

11. The relationship between THE HOLDER and THE USER will be governed by current Spanish regulations. All disputes and claims arising from this legal notice will be resolved by the Spanish courts and tribunals.