

Legal Notice

1.- IDENTITY OF WEBSITE OWNER

In accordance with Law 34/2002 of 11 July on the Information Society and E-Commerce Services, we hereby state that the owner of the website www.benalus.com is:

- **BUSINESS NAME:** Benalús Real Estate, S.L.
- **CIF:** B-92787308
- **ADDRESS:** Bulevar Príncipe Alfonso de Hohenloh s/n, 29.602 Marbella Spain
- **TELEPHONE:** +34 951 194 646
- **EMAIL:** benalus@benalus.com

2.- GENERAL CONDITIONS OF USE OF THIS WEBSITE

By accessing this website an individual becomes a "User", thereby indicating that they expressly and unreservedly accept the general conditions published on www.benalus.com at the moment they access the website. Therefore, the User must read these general conditions of use every time they intend to access and, when appropriate, use the services provided through this website as they are subject to modification.

A "User" is therefore understood to be an individual who accesses, browses, uses or participates in the services and activities, free or otherwise, available at www.benalus.com

2.1.- Aim and sphere of application

These general conditions of use regulate the access, browsing and use of the website www.benalus.com and the responsibilities derived from using its content, including texts, graphics, drawings, designs, codes, software, photographs, music, videos, sounds, databases, images, expressions and information, and any other creation protected by national laws and international treaties on intellectual and industrial property.

Benalús Real Estate S.L. may establish special conditions that will be applied to the use and/or contracting of specific services, in addition to which these general conditions will also be applied.

2.2.- Conditions related to access and use of services

The website www.benalus.com may essentially be accessed by Users freely and free of charge. However, some of the services and content may be subject to contracting the service or product in advance, and in these cases the special conditions created for this purpose will be made available by Benalús Real Estate S.L. before any such contract is established.

1. Underage children who would like to use the services found on this website must have the prior consent of their parents, guardian or legal representatives who will be solely responsible for acts carried out by the minors in their charge.
2. Users must use the services of this website lawfully at all times in accordance with these general conditions, current legislation, ethical behaviour and public order as well as generally accepted internet practice.
3. The User guarantees that all of the information provided using the subscription forms found on the website is lawful, real, accurate, truthful and up to date. It is the User's sole responsibility to inform Benalús Real Estate S.L. immediately of any changes that may occur to the information supplied.
4. The User will not: introduce viruses, programs, macros or any sequence of characters with the aim of damaging or changing the computer system of this website; block access by other users through the mass consumption of resources; gather data found on the website for the purposes of advertising; reproduce, copy, distribute, change or make available to third parties the content of this website; use the services found on this website for actions that could damage the intellectual property, industrial secrets, contractual commitments, rights to honour, image and personal privacy of third parties; practice unfair competition and unlawful advertising.
5. If a User must register to use and/or contract a service found on www.benalus.com, they will be responsible for providing true and lawful information. If, as a result of this registration, the User is provided with a password, they agree to use it diligently and to keep the password used to access these services secret. Therefore, Users are responsible for the appropriate storage and confidentiality of any identifiers and/or passwords with which they are supplied and agree not to pass them, temporarily or permanently, to third parties, nor to permit access by any other persons. The User will be responsible for any unlawful use of the services by an unauthorised third party using a password as a result of carelessness or loss of the same by the User. In the event of theft, loss or unauthorised access to passwords, the User will be responsible for immediately informing Benalús Real Estate S.L. in order that these passwords may be cancelled. Under no circumstances will Benalús Real Estate S.L. be responsible for the actions of unauthorised third parties carried out before receiving the aforementioned notification from the User.

3.- INTELLECTUAL AND INDUSTRIAL PROPERTY COPYRIGHT

Benalús Real Estate S.L. owns the intellectual and industrial property rights to all content found on www.benalus.com, including the brand, business name and trademark. In particular, this copyright includes, but is not limited to, the graphic design, source code, logos, texts, graphics, illustrations, photographs, sounds and other elements found on the website.

Under no circumstances does accessing or browsing www.benalus.com confer the waiving, transfer or total or partial licensing by Benalús Real Estate S.L. of its intellectual and industrial property rights for personal use by the User.

Therefore, the User recognises that reproducing, copying, distributing, commercialising, changing, reusing, communicating to the public and, in general, carrying out any other operation by any other process, of all or part of the content of www.benalus.com without the express written consent of Benalús Real Estate S.L. constitutes an infringement of its intellectual and/or industrial property rights.

All information not considered personal data voluntarily supplied to www.benalus.com over the internet (including any comments, suggestions, ideas, graphics, etc.) will become the exclusive property of Benalús Real Estate S.L. which will hold unlimited usage rights, without providing any compensation to the supplier or any other person.

4.- RESPONSABILITIES AND GUARANTEES

1. Benalús Real Estate S.L. does not guarantee the lawfulness, reliability, usefulness, truthfulness or accuracy of the services or information found on www.benalus.com and is therefore not directly or indirectly responsible for any damages and losses of any kind resulting from failure to meet the expectations placed by the User in these services or information or their dissatisfaction in the same.
2. Benalús Real Estate S.L. states that it has taken the technical and organisational measures necessary, as far as possible and taking into account the status of technology, in order for the website to function correctly and to be free of viruses and harmful elements, however it is not responsible for: (a) the continuity and availability of the content and services found on www.benalus.com; (b) the absence of errors in said content or corrections to any faults that may occur; (c) the absence of viruses and/or any other harmful elements on www.benalus.com; (d) the invulnerability of the security measures used; (e) damages or losses suffered by anyone who breaches the security systems used by www.benalus.com
3. The User will be solely responsible before third parties for any communication sent personally or in their name to www.benalus.com, and the illegitimate use of the content and services found on the website.
4. Benalus Real Estate S.L. reserves the right, temporarily and with no prior warning, to suspend access to www.benalus.com for maintenance, repairs, updates or improvements. Provided that circumstances permit, Benalus Real Estate S.L. will publish, sufficiently in advance, a warning indicating the proposed date on which services will be suspended.
5. Links to other websites that may be found on www.benalus.com may take the User to websites for which Benalús Real Estate S.L. cannot be held responsible as it has no control over them, their purpose being to inform the User of other information sources. Therefore, Users are solely responsible for accessing the content and conditions of use of these websites.
6. Benalús Real Estate S.L. is not responsible for the use Users may make of the content and services found on its website. As a result it does not guarantee that Users will use the aforementioned content and services in accordance with these general conditions of use, nor that they will do so in a diligent manner.

5.- DURATION AND MODIFICATION

1. Benalús Real Estate S.L. reserves the right to totally or partially modify these general conditions of access, publishing the changes on www.benalus.com. It may also make the changes it deems necessary on the website without prior notice, and may change, withdraw or add to both the content and services it supplies and the way these are presented or found. As a result, the general conditions considered valid will be those published at the moment the User accesses www.benalus.com, and for this reason the User must periodically read said conditions of use.
2. Independently of that stated in the special conditions, Benalús Real Estate S.L. may terminate, suspend or interrupt, at any time and with no need for prior notice, access to the website content without the User having any right to claim compensation.

6.- COOKIES POLICY

www.benalus.com uses cookies to improve your user experience. If you continue to browse without changing the configuration, we will consider that you accept their use. If you wish to, you can change the configuration at any time.

Cookies are small files that are downloaded to your computer when you browse www.benalus.com and are used to offer you a personalised service.

Among other things, they store the language you wish to browse the website in, collect statistics to optimise the website's functionality or allow you to share our contents on your social networks.

7.- APPLICABLE LAW AND JURISDICTION

The relationship established between Benalús Real Estate S.L. and the User will be governed by the current legislation on applicable law and jurisdiction. However, in cases where legislation foresees the possibility of the parties submitting to a court, Benalús Real Estate S.L. and the User expressly renounce the right to any other courts that may apply and submit to the Courts and Tribunals of Marbella.