

## GENERAL TERMS AND CONDITIONS FOR ONLINE STORES

<https://www.fundacionmtrinidadcarreras.com/> (the Website) is a website owned by the **Fundación M. Trinidad Carreras, THE OWNER, with Spanish Tax Code/ID G86199221 and registered office in C/ Bueso Pineda, 21, C.P. 28043 – Madrid (Madrid)**. The access, reproduction and use of the services of the Website requires the prior acceptance of the Terms of Use in force from time to time. THE OWNER reserves the right to modify the said Terms where necessary by publishing the new text on the Website.

Users have the responsibility to read the Terms of Use before accessing the products and services of the Website. In case you do not agree with them, please refrain from using the Website.

### OWNERSHIP

The Website is a production consisting of integrated and inseparable elements (text, drawings, pictures, moving images, videos, software, the html codes of the website, etc.), the Intellectual Property of which corresponds to the OWNER, except in relation to third party licensed content.

THE OWNER and their licensors will hold at all times the ownership of the Intellectual Property of the Website and of the different elements it is made up of, considered on an individual basis, in all the copies that are made (regardless of the format in which they are incorporated), and only grant the rights of use mentioned below over the said elements. Any rights which are not expressly transferred shall be understood as reserved.

Furthermore, THE OWNER shall be held liable for the selection, the design of the structure and the layout of the content of the Website, along with those who take the initiative and assume the risk of making substantial investments aimed at obtaining, digitalising and presenting the Website. Therefore, they shall be covered by the protection established over websites, considered as databases, in Article 12 and Title VIII of Book II of the Spanish Act on Intellectual Property.

THE OWNER is also the sole owner of the design and graphic image of the Website, and reserves the right to file the legal actions that may apply against people who imitate the Website or make any unfair use thereof.

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### ONLINE CONTENT AND DOWNLOADS. ALLOWED AND FORBIDDEN USES.

You can:

- Browse the Website, that is, access and view it from a device. We have authorised temporary or incidental reproductions, provided that they are not voluntary and that they are an integral and essential part of the technological transmission process. You will need to register to browse some of the sections of the Website.
- Make use (once you register) of the services and advantages provided by THE OWNER through the Web to its users, under the conditions expressly indicated in the different sections.

We have expressly forbidden:

- Any operation related to the Website, its content, products downloaded and the copies thereof that are contrary to law, the principles of morality and good faith.
- Any use beyond the personal or private level, especially those for commercial or professional purposes, including sending advertising or messages and collecting and processing data from third parties.
- Any type of total or partial extraction, public communication and/or transmission, using any means, beyond the scope of private use allowed and, especially, the incorporation thereof into any other work, including web pages, collections or databases. This prohibition does not apply to the publication in the media of the materials that may be downloaded from the Press Room section.
- The removal, concealment or falsification of the notices and warnings about Intellectual or Industrial Property of the Website or of any of the products provided through it.
- The operations and activities expressly forbidden in any section other than those appearing in these General Terms and Conditions and, in general, any operation that may affect the normal operation of the Website, other users or third parties.

## 2 LINKS TO THE WEBSITE

We authorise the creation of links and hyperlinks to the Website from other websites or pages, provided that they do not

damage the public image and brand of THE OWNER, the Website or any of the people and products referred to therein.

The use of techniques causing confusion regarding the identity and ownership of the content, such as framing or other techniques, is expressly forbidden when creating links to the Website.

The creation of links from websites or pages the content of which promotes or advocates, directly or indirectly, any type of violence, discrimination, pornography or illegal activity is forbidden. Moreover, we expressly forbid the creation of links for commercial purposes.

The use of elements obtained from the Website in the creation of the said links without the prior and express consent of THE OWNER is expressly forbidden.

In no case shall the links to the Website from third-party websites or pages involve a relationship between THE OWNER and the owners of the links, nor that THE OWNER supports, sponsors or recommends the use thereof. Therefore, THE OWNER shall not be held liable in any respect for the content and legality thereof.

## CONTENT AND USER BEHAVIOUR

As a customer or user of the Website, you undertake to duly use the content and services thereof and not to use them to:

1. Engage in illicit and illegal activities or in activities contrary to good faith and public order.
2. Spread content or propaganda of a racist, xenophobic, pornographic nature, that foment terrorism or violate human rights.
3. Cause damage to the physical and logical systems of THE OWNER, its suppliers or third parties,

introducing or spreading computer viruses or any other physical or logical systems that are likely to cause the aforementioned damage.

4. Spread content that harm the image and reputation of THE OWNER or third parties.
5. Prejudice the rights of Intellectual or Industrial Property rights or the image, honour or other type of rights inherent to THE OWNER or third parties.

THE OWNER will have full freedom to decide whether the contributions and messages shall be finally published on the Website or not, being entitled to withdraw them where appropriate.

The violation of any regulation established in these Terms of Use and, especially, in this clause, shall entitle THE OWNER to deregister you as a user or subscriber of the Website.

### **PAYMENT METHODS**

Donations may be made via credit card, bank transfer or by becoming a member.

### **3 DELIVERY TIME, WAIVER, RETURN AND EXCHANGE POLICY, CANCELLATIONS**

Cancellations or returns of punctual donations are not accepted. If you wish to cancel a periodic donation, send us an email informing us of your details and your desire to cancel it to [info@fundacionmtrinidadcarreras.org](mailto:info@fundacionmtrinidadcarreras.org) and we will proceed to cancel it, which will be effective from the month following it. Retroactive nature will not be considered. For any additional questions about our Donation Policies, Privacy, or activities, please contact us at [info@fundacionmtrinidadcarreras.org](mailto:info@fundacionmtrinidadcarreras.org)

All communications arising from deliveries, cancellations or returns of these services will be via email and will be solved by seeking the current regulatory and legal compliance for this activity.

Fundación M. Trinidad Carreras is a non-profit social organisation the purposes of which consist in:

- a) Developing and fostering comprehensive education and training programs for children, young people and women, encouraging personal, human and social values through education and complementing the instruction they receive in their families.
- b) Fostering and implementing training programs aimed at the professional insertion and improvement of Young people and women, boosting and funding the creation, construction, equipment and development of the material, personal or didactic methods required to carry out these activities.
- c) Collaborating, carrying out and encouraging the participation in social and humanitarian activities in which not only young people take part, but also their families, thus promoting dialogue and a socially-minded attitude, by raising social awareness.

d) Facilitating, encouraging and hosting intellectual and critical activities in all the fields of culture, technique and knowledge, and spreading culture in society, with the rational and universal guarantees inherent thereto.

e) Collaborating with development through education, health and occupational training, while supporting environmental sustainability and regeneration, in the scope of socially depressed situations, especially with people who lack family support or are at risk of exclusion, in countries with high poverty levels.

f) Raising social awareness concerning the population of the least developed countries, as well as encouraging volunteering for development aid projects.

g) Encouraging fair trade and exchange with the least developed countries.

This organisation is accredited as a Foundation in the Registry of Foundations of the Spanish Ministry of Education under number 1359.

M. Trinidad Carreras Foundation does not carry out through its Website any economic activity that involves the sale of products or services. Therefore, no policy has been defined regarding delivery dates, return or cancellation of the said products or services.

M. Trinidad Carreras Foundation does not carry out any economic transaction through its website that involves the sale of products or services. Therefore, no policy has been established regarding delivery times.

One-time donations shall not be returned nor cancelled. If you wish to cancel a one-time donation, please contact us indicating your details and your intention to cancel it at [administracion@fundacionmtrinidadcarreras.org](mailto:administracion@fundacionmtrinidadcarreras.org), and we will proceed to cancel it from the month following the date of the donation. No retroactive effect shall apply. For further information about our Donation or Privacy Policies or our activities, please contact us at [administracion@fundacionmtrinidadcarreras.org](mailto:administracion@fundacionmtrinidadcarreras.org)

## DATA PROTECTION

The information or personal data you provide shall be processed according to the provisions of the Privacy policy. By using this Website, you agree to the processing of the said information and data and declare that all the information and data you may provide us with are true.

## MODIFICATIONS

THE OWNER reserves the right to make, without prior notice, the changes deemed appropriate to the Website, being able to change, delete or add both the content and services provided through it, and the way in which they are displayed, presented or placed.

Although THE OWNER will do their best to keep the information of the Website updated and error-free, they offer no guarantee as to the accuracy and update thereof. The achievement of specific results or purposes is not guaranteed either. Accordingly, the use of the Website and the access thereto is at the sole discretion of users and customers.

## LEGAL ACTIONS

THE OWNER shall pursue the breach of these Terms of Use, and any other undue use of the Website and its content,

the violations of the rights that correspond to THE OWNER or their licensors, especially Intellectual and Industrial

Property rights, carrying out all the civil and criminal actions they may be entitled to according to legislation.