

LEGAL ADVICE

Under the applicable legislation on Protection of Personal Data, Ac 15/1999 of December 13, **FILTROS CARTÉS S.A.** (Hereinafter FC) is responsible for this communication addressed to you.

1. INFORMATION ABOUT THE COMPANY

In compliance with article 10 of Act 34/2002 of July 11, Services Information Society and Electronic Commerce, below the identifying data of the company are exposed.

NAME	filtroscarter.net, filtroscarter.com filtroscarter.es, filtroscarter.mobi filtroscarter.eu and filtroscarter.org filtroscarter.pl, filtroscarter.ro
SOCIAL DENOMINATION	Filtros Cartés S.A.
NIF/CIF	A78023512
BUSINESS ADDRESS	C/Islandia 18 Coslada(Madrid)
TELEPHONE	+34 902 300 360

2. OWNERSHIP OF DOMAIN

In compliance with Act 34/2002 on Information Society and Electronic Commerce (LSSICE), we inform you that the ownership of the domain/s of our website as well as all sub-domains, exposed in the above table corresponds to **FC**, a company legally incorporated in Spain with CIF **A78023512**

For inquiries, please contact Filtros Cartés calling this free number **902.300.360** or at info@filtroscarter.com. Our telephone hours are from **08:30 to 14:00** and **15:15 to 19:15** hours from Monday to Friday.

3. INTELLECTUAL AND INDUSTRIAL PROPERTY

All the content published on the web and/or online store, especially design, text, graphics, logos, buttons, icons and software, trade names, brands or industrial drawings and any other signs susceptible to industrial and business usage are subject to intellectual and industrial property whose ownership belongs to **Filtros Cartés (FC, hereinafter)** or to third party owners who have duly authorized their inclusion on the website.

Under no circumstances shall any license granted or waiver be made to the, total or partial transfer of these rights or any right or expectation of rights conferred, and in particular, alteration, exploitation, reproduction, distribution, extraction or public communication of these contents without the express permission of FC or the corresponding owners.

It is forbidden, therefore the use of FC website for public or commercial purposes, so it may not exploit, reproduce, distribute, modify, publicly display, transfer, or use the content of the web.

It is forbidden to introduce hyperlinks for commercial purposes outside FC, which allow access to our website, without prior consent. In any case, the existence of hyperlinks on websites outside our site does not imply the existence of commercial or mercantile relations with the owner of the website where the hyperlink is established, nor the acceptance by FC of its contents or services.



CONDITIONS OF COMMUNICATION WITH THE CUSTOMER

Under the applicable legislation on Protection of Personal Data, Act 15/1999 of December 13, FILTROS CARTÉS S.A. (Hereinafter FC) is responsible for this communication is addressed to you.

1. ADVERTISING ON THE INTERNET, ONLINE ADVERTISING POLICY:

FC sample based on user interests and generated from the information available to us when you interact with our web sites advertising content or services.

Advertising based on user interests, sometimes also called personalized ads or targeted, are generated and displayed from the information collection activities such as buying on our websites, the use of devices, software or applications, visit websites that include content or advertisements FC, interaction with FC tools or using our payment services.

Like other Internet advertising networks we use cookies, web beacons (also known as action tags or gifts of a pixel) and other technologies (collectively "cookies").

We do not provide any personal information to advertisers or to third party websites that show our advertising based on the interests of our users.

Third party advertisers or advertising companies that offer their services to these technical resources sometimes used to send directly to your browser ads that appear on our websites. When this happens, they automatically receive your IP address. They could also use cookies to measure the effectiveness of their advertisements and to personalize the content in them.

We have no access to or control over cookies or other mechanisms that the websites of the advertisers and third parties use, and the practices of these advertisers and third-party websites regarding the treatment of the information are not covered by our **Privacy Notice** or by this page **Internet** and Internet advertising. For additional information about their privacy practices, please contact them directly.

2. ONLINE ADVERTISING POLICY. (LSSI)

Each time you use a FC service or you send us an email, you are communicating electronically with us. We will then contact you by **e-mail**, by posting notices on our website or by other FC services.

For the purposes of these conditions, you consent and authorize to receive communications from us by electronic means, and agree that all contracts, notices and other notices and communications that we send you electronically that satisfy any requirement of written form, unless any mandatorily applicable legislation to require a different form of communication.

3. APPLICABLE LEGISLATION. JURISDICTION.

The purchases made on www.filtroscartes.es, are subject to Spanish law. In the event of any conflict or discrepancy in the interpretation or application of these contract terms, the Courts which, if any, shall know the matter, will be those who shall have the applicable legal rules on jurisdiction, which is served in the case of final consumers, the place of performance of the obligation or the address of the buyer.

In the event that the purchaser is domiciled outside Spain, or in the case of a sale by a company acting within their business or professional activity, both parties submit, expressly waiving any other jurisdiction, the Courts of the city of Madrid (Spain).

NOTA LEGAL VINCULANTE EMAIL



TERMS OF USE OF THE WEB SIDE

Under the applicable legislation on Protection of Personal Data, Act 15/1999 of December 13, **FILTROS CARTÉS S.A.** (Hereinafter **The Company**) is responsible for this communication addressed to you.

1. PRIVACY, DATA PROTECTION AND COOKIES

Please review our Privacy Notice, and our page on Cookies and Internet Advertising, in which also apply the use you make of the services Filtros Cartés, so that they know our practices.

1.1. PRIVACY POLICY AND DATA PROTECTION

For the purposes of the provisions of Act 15/1999, of December 13, Protection of Personal Data, as well as in R. D. 1720/2007 of 21 December approving the Regulation implementing the approved O.L. 15/1999 **Filtros Cartés** informs you of the existence of a file of personal data created by and under the responsibility of **Filtros Cartés** with data obtained on the website www.filtroscartes.es The purpose of this file is to manage your contractual relationship with us, as well as promotional and advertising activities through any media, whether by telephone, as the sending of commercial messages via SMS, mail, etc., that may be of interest, from the study and segmentation of data collected while browsing the website, the data provided by filling in any form, as well as derivatives business relationship or delivery of products purchased in our store. If you do not wish to receive adverts, just log into your account and disable the sending of newsletters and commercial information

In compliance with the provisions of the regulation implementing the Organic Law on Data Protection 15/1999 of December 13, approved by Royal Decree 1720/2007 of December 21, Act 34/2002, of July 11, of services of the information society and electronic commerce and other provisions passed in its development, customers and users of www.filtroscartes.es may at any time exercise their rights of access, rectification, cancellation and opposition (ARCO), on their personal data by writing to: LOPD Committee, **Filtros Cartés (Calle Islandia nº 18 C.T.C. Coslada Madrid**, where the name, user and email with which you registered will be indicated, enclosing a photocopy of the ID of the user.

In the event that the information supplied is associated with a purchase, Spanish legislation obliges us to maintain at least **six years** so it can not be deleted or corrected if the customer requests it.

Filtros Cartés is committed to the use of the data included in the file to respect its confidentiality and use in accordance with the purpose of the file, and to comply with its obligation to keep it and adopt all measures to prevent alteration, loss, treatment or unauthorized access, in accordance with the provisions of the Regulation on Security Measures for automated files containing personal data, approved by Royal Decree 1720/2007 of 21 December, amending Council Regulation development of the Act 15/1999, of December 13, Protection of Personal data.

Please note that your username, password, etc. are personal data and strictly confidential and should only be used to access to the services of Filtros Cartés. The transfer of confidential data to third parties is the responsibility of the owner thereof.

Filtros Cartés will never email you requesting to inform of any of your personal data or your keys.

1.2. EXPLICIT POLICY OF COOKIES.

Legal conditions set by FILTROS CARTÉS for the use of the web site.

Furthermore, we inform that, in order to improve your browsing experience, manage the contents of your basket, offer our personalized advice, and inform you of online our deals, our website uses cookies implantation devices and IP storage. The cookie is a file that we place on your computer, and whose sole purpose is to simplify your navigation www.filtroscartes.es(this cookie can not contain viruses or be executed, because it is not an active file). The cookie can only be read by FC and by you, and it can be deleted if you wish, entering the option menu on your browser. To use the website, it is necessary that the user allows the installation of cookies sent by the website.

Cookies and how we use them

Cookies are **unique identifiers** sent to your device so that our systems recognize your device and provide additional services as "Recommendations for you." Advertising based on your interests on other websites, and storing items in the Basket between visits. Any reference to FC "sites" includes the web, devices, mobile applications or any other software of FC sites. For more information about those responsible for your personal information, see section Responsible Personal Information of our Privacy Policy.

We also use cookies for **other purposes**, such as:

- Identify you when you register on our website, which allows us to offer product recommendations, show personalized content, recognize and allow you to use other functions and personalized services we offer.
- Provide content on FC websites and third parties, including advertising, ads, according to their interests.

Keeping track of the products stored in the Basket.

- Perform diagnostic tests to improve the content, products and services of FC.
- Prevent fraudulent activities.
- Improve safety.
- Cookies offer the possibility to take advantage of many of the essential functions of FC. For example, if you refuse or block our cookies, you can not add products to the Basket, access the completion order page or use any of the products or FC services that require log in.

Cookies and browser settings

In the Help function of most browsers you will find how to configure your browser to not accept cookies, to notify you whenever you receive a new cookie and to completely disable them. In addition, you can disable or delete similar data used by the extensions (add-on) browsers, such as Flash cookies, by changing the configuration of these extensions or by visiting the website of its manufacturer.

Obtaining consent

For obtaining consent, you should proceed to the acceptance of the "**terms and conditions of use of the website**" or their "**privacy policy**" or through the Browser settings (as specified in the previous paragraph).

Explicit policy of web monitoring

Besides its own website monitoring systems, www.filtroscartes.es it uses external statistical tools such as Google Analytics, a web analytics service provided by Google, Inc., Delaware with his main address at 1600 Amphitheatre Parkway, Mountain View (California), CA 94043, United States (Google)

Google Analytics uses *Cookies*, which are text files placed on your computer, to help the website analyze how users use the website. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States.

Google will use this information on our behalf in order to track your use of the website, compiling reports on website activity and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties when so required by law or where such third parties process the information on behalf of Google. Google does not associate your IP address with any other data held by Google. You can refuse the treatment

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of the data or information by rejecting the use of cookies by selecting the appropriate settings on your browser, however, you should know that doing so may not be able to use the full functionality of this website.

2. SAFE CONNECTIONS SSL

Our secure server guarantees the privacy of the data you transmit to us. Filtros Cartés has security systems to ensure the identity of the client to connect to any insurance of services available, as well as the integrity and confidentiality of data exchanged between the client and Filtros Cartés.

All information is transmitted over the network encrypted via SSL (Secure Socket Layer) and random 128-bit keys for each session. Encryption prevents the information exchanged between the client and Filtros Cartés be from being seen, captured or modified by third parties.

2.1. SECURE SERVER. CERTIFYING AUTHORITY

Filtros Cartés' insurance certificate is issued by **Thawte Inc.** certifier for this medium. This certificate guarantees that you are actually connected to Filtros Cartés. By accessing any of the insurance services available in Filtros Cartés you can check in three ways:

- The browser will inform you that you access a secure site (provided they do not have such messages disabled).
- You can see that the address (URL) where you are is the type `https:// ...`
- You can find a padlock or a key in others, on the bottom left side, indicating the level of security. Double-clicking on the padlock you can access detailed information on the insurance certificate of our server and security guarantees, https://sealinfo.thawte.com/thawtesplash?form_file=fdf/thawtesplash.fdf&dn=WWW.FILTROSCAR TES.ES&lang=es . Specifically you can verify the domain, the issuer and validity dates.

2.2. ELECTRONIC COMMUNICATIONS

Each time you use a service by Filtros Cartés (website, online store, catalogue, newsletter, blog, forum, chat) and any other communication channel or send us an email, you are communicating electronically with us. We will then contact you by email, or by posting notices on our website or by other FC services.

For the purposes of this contract, you consent to receiving communications from us by electronic means, and agree that all contracts, notices and other notices and communications that we send you electronically satisfy any requirement of written form, unless applicable any legislation with character imperative demanded a different form of communication.

3. COPYRIGHT, INTELLECTUAL PROPERTY RIGHTS AND RIGHTS ON DATABASES

All content hosted or made available in any of the services Cartés filters, such as text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations are owned by Filtros Cartés or by its content providers and is protected by the laws of Spain as well as international legislation on intellectual property rights, copyright and database rights. The set of all hosted or made available through any Service by Filtros Cartés content is the exclusive property of Filtros Cartés, and is protected by the laws of Spain and international intellectual property rights and rights to databases.

It is not permitted systematic extraction or reuse of any part of the contents of any of the Filtros Cartés' services without our express written consent. **In particular, the use of tools or search robots and extraction of data for extraction is not allowed** (either on one or more occasions) substantial parts of Filtros Cartés' services for its reuse without our express written consent. Nor is it allowed for the user to create and publish their own databases when they contain substantial parts of any of the Filtros Cartés' services (for example, our product lists and price lists) without our express written consent.

4. REGISTERED TRADEMARKS

You can view a list (not exhaustive) of **Filtros Cartés' brands**.

Additionally, graphics, logos, page headers, button icons, scripts and service names appearing included or available through Filtros Cartés' services are registered or represent the brand image filters Cartés brands.

Trademarks or trade dress of Filtros Cartés in connection with any product or service that does not belong to Filtros Cartés may not be used, or in any manner that is likely to cause confusion among users or that disparages or discredits Filtros Cartés. All other trademarks not owned by Filtros Cartés and appearing included or available through Filtros Cartés' services belong to their respective owners, who may or may not be affiliated or connected in any way with Filtros Cartés, or sponsored by Filtros Cartés.

5. PATENTS

Several patents belonging to Filtros Cartés are applicable to Filtros Cartés' Services such as functions and services accessible through them.

On the other hand, different parts of the Filtros Cartés' Services operate under different licenses for one or more patents. You can view a list (not exhaustive) of the corresponding patents of Filtros Cartés' and **other patents licensed BY third-parties for Filtros Cartés**.

6. LICENCE AND ACCESS

Subject to your compliance with these **Terms of Use** applicable and payment of the applicable price, if necessary, Filtros Cartés or its content providers grant you a non-transferable, non-exclusive license, non-sublicensable, and limited licence of access and use, to Filtros Cartés' services for non-commercial purposes.

This license does not include any right to resell or commercial use of Filtros Cartés' services or its contents, nor any right to collect or use any product listings, descriptions, or prices. Nor does it include the right to make any derivative use of Filtros Cartés' services or its contents, or to download or copy information from one account to the benefit of another company, or the use of tools or robots search and data extraction or similar.

Legal conditions set by FILTROS CARTÉS for the use of the web site.

Filtros Cartés and its content providers keep any rights not included expressly in these **Terms of Use**.

Reproduction, copying, sale, resale or use of any Services Filters Cartés or any part of them for commercial purposes without our previous written consent is not permitted.

It is also not allowed to use **framing** techniques to enclose any trademark, logo or other protected by copyright (including images, text, page layout, or form) of Filtros Cartés without proper prior written consent.

It is not allowed to use meta tags (meta tags) or any other "hidden text" utilizing names or trademarks of Filtros Cartés without our prior written consent brands.

Make proper use of Filtros Cartés' Services. You are allowed to use Filtros Cartés' Services lawfully only.

Any breach of these Terms of Use will void the permission or license granted by Filtros Cartés for using their services.

7. MY PROFILE

When you use Filtros Cartés' Services you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer. In so far as permitted by the applicable law, you agree to assume the appropriate responsibility for all the activities performed from your account or with your password. You must take all necessary measures in order to **ensure** and **safeguard** the confidentiality of your password and must inform us immediately if you have reason to believe that your password has been made known to a third party, or if it has been used in unauthorized manner or is likely to be.

It is your responsibility to check that the data you provide is correct and complete, being also obliged to inform us immediately when any change occurs in the information provided. You can access and update your information through MyProfile section of the website.

You may not use any Filtros Cartés' Service (i) in any way that causes, or may cause, damage or any damage to any of the Services of Filtros Cartés or interruption of access to them; or (ii) for any fraudulent purpose or purposes of the commission of any crime or other illegal activity of any other type; or (iii) to generate any discomfort, inconvenience or anxiety in a third.

We reserve the right to **deny access to the service**, to cancel any accounts and to remove or modify any content if the user fails to comply with applicable law, these Terms of Use or any other terms and conditions or policies.

8. COMPLAINTS ON INTELLECTUAL PROPERTY

Cartés filters respects the intellectual property of others. If you believe your intellectual property rights have been infringed upon, please let us know via the e-mail account at: ayuda@filtroscartes.com

9. GENERAL CONDITIONS ON FILTROS CARTÉS' SOFTWARE

All software, including updates, upgrades and any other documentation related to such software that we provide you at any time in connection with the Services Filter Cartés (the "Software Filters Cartés") is subject, in addition to these conditions of Use and Sale, to the conditions you may find here. (DbiZ, Presentations, brochures, infographics, Step Filters Catalogue, Aldair Catalogue, data sheets, etc.)

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10. FILTROS CARTÉS' ROLE, SPECIALISED DITRIBUTOR

Within the website, www.filtroscartes.es, third parties offer their services or sell product lines.

The details page of these products contains the appropriate information in case that they were offered by external vendors.

Additionally, we provide links to websites of group companies and other companies. We are not responsible for examining or qualify, or in any case guarantee, the offers none of these companies or individuals or the content hosted on their websites.

We assume no responsibility for actions, products and content of any such companies or individuals or any other third parties.

The customer will always be informed about whether a third party is involved in its operation and may share with such third party any information relating to that operation.

We suggest you carefully review the privacy statements and other conditions of use of such third parties.

11. OUR RESPONSABILITY

We will make our best efforts to ensure availability, uninterrupted, of Filtros Cartés' Services, as well as the absence of errors in any transmission of information that might take place.

Furthermore, their access to Filtros Cartés' Services may occasionally be suspended or restricted for the purpose of performing repairs or maintenance, or the introduction of new products or services, we will seek to limit the frequency and duration of such suspension or restriction.

Filtros Cartés will not be liable for (i) any losses that were not attributable to any breach by you, (ii) business losses (including loss of profits, revenue, contracts, anticipated savings, data, loss of goodwill or incurred unnecessary expenses), or (iii) any indirect or consequential losses character that were not reasonably foreseeable by both parties at the time the user had begun using Filtros Cartés' Services.

We are not liable for any delay or failure to comply with our obligations under these conditions if the delay or non-performance was attributable to conditions beyond our reasonable control. This provision does not affect the customer's right to receive the product or the provision of the service within a reasonable time, or to receive timely reimbursement in case we could not supply such products or services within a reasonable time for any reason beyond our reasonable control.

The laws of some countries may not allow any or all of the limits of liability provided above. Should such legislation applied to it, any or all of these limits may not apply to you. Such legislation could also confer additional rights to those provided herein. **In this case that legislation will take precedence.**

12. MODIFICATION OF THE SERVICE OR VARIATION OF TERMS

We reserve the right to make changes Filtros Cartés' Services, in our policies and in our terms and conditions, including these Conditions of Use and the General Conditions of the Services, at any time. You will be subject to the terms and conditions, policies, Terms and Conditions and General Conditions of existing services to date using Filtros Cartés' Services. If any of these Terms of Use or the Terms of Service is held invalid, void or for any ineffective cause, this condition will be excluded without such declaration could affect the validity or enforceability of the remaining conditions.

13. RESIGNATION

In case that you breach these Terms of Use, and even though we might choose not to exercise any rights available to us at that time, we can make use of such rights and remedies in any other occasion where you could renege again these Terms of Use.

14. PROCEDURE AND FORM OF NOTICE OF INFRINGEMENT

If you believe that any of your rights has been violated, we invite you to fill out and send us the following Notice Form. We respond immediately to those rights holders and their representatives that may complete and file Notice Form in order to communicate any concerns you may have regarding any alleged infringement of your rights.

Once we receive the Notice Form, we will initiate several actions, which may include the deletion of the information or product concerned, without implying in any case any liability admission without prejudice to any right, action or defence that could assist us, all of which are expressly reserved. Also, under the referral of a Notice by you, it will be understood that you grant Filtros Cartés the right to use, reproduce, modify, adapt, publish, translate, create any derived work from its content and exhibit them around the world ant through any medium. This includes the right for us to submit the Notice Form to the parties that had provided the allegedly infringing content. You agree absolve Filtros Cartés of the responsibility of any claims by third parties against Filtros Cartés derived from or relating to the submission of a Notice Form.

Important notice: providing false, misleading or incorrect information in the form of notice may result in both civil and criminal responsibilities. If you have doubts, you should consult your legal advisor.

15. ADDITIONAL TERMS OF USE OF FILTROS CARTÉS' SOFTWARE

1. **Using Filtros Cartés' software.** You may use Filtros Cartés' software only and exclusively to use and enjoy the Filtros Cartés' Services that Filtros Cartés' provides you, as permitted by the Terms of Use, these Terms of Use of Software and General Conditions of Services.
2. You may not separate any of the individual components of Filtros Cartés' Software to use them in their own programs or compile any part of it along with their programs, or transfer it for use them with other services, and may not sell, rent, lease, lend, distribute or sub-license or otherwise assign any rights to Filtros Cartés' Software either in part or in full. You can not use the Filtros Cartés' Software for illegal use. We can cancel the provision of

Legal conditions set by FILTROS CARTÉS for the use of the web site.

Filtros Cartés' Software and deny the right to use Filtros Cartés' Software at any time. In case of breach of these Terms of Use of the Software, the Terms of Use of Filtros Cartés and other General Conditions of the Services, your rights to use the Filtros Cartés' Software will cease without notice. Additional conditions contained or distributed with Filtros Cartés' Software, as specified in the related documentation that are applicable to Filtros Cartés' Software (or software added to Filtros Cartés' Software) and that will prevail in the use of such software in case of conflict with these Conditions of Use of Software.

3. **Using third party services.** When you use Filtros Cartés' Software, you may also be using one or more third-party services, such as data services or a support provider of mobile platforms by using wireless networks. The use of such services provided by third parties may be subject to additional policies, terms of use and applicable fees.



4. **Prohibition inverse engineering.** It is prohibited to encourage, assist or authorize any other person to, copy, reverse engineer, decompile or disassemble, or otherwise manipulate Filtros Cartés' Software either in part or in full, or create derivative work from or over Filtros Cartés' Software.
5. **Automatic Updates.** In order to keep your Filtros Cartés' Software updated, you might be offered, with no notice, manual or automatic updates.

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