

Legal notice

Corporate Name: ETNIA EYEWEAR CULTURE, S.L.
Registered address: Enric Morera n° 42-44, 2ª planta Local A. 08950 Esplugues de Llobregat.
NIF (Código de Identificación Fiscal [Tax Identification Code]): B63680573
Email: etnia@etniabarcelona.com
Customer service tel: +34934735085
Domain name: www.etniabarcelona.com
Registered in the Commercial Registry of Barcelona Volume 37080, folio 55, page B297602

1.- Object

1.1 ETNIA EYEWEAR CULTURE, S.L., the controller of this website, hereby makes this document available to its users, whose object is to bring it into compliance with the obligations included in Law 34/2002, on Information Society Services and E-Commerce (LSSI-CE), as well as to inform all of the website's users of its terms and conditions of use.

1.2 Anybody who accesses this website and uses its services, or provides his/her data, assumes the role of user. He/she therefore undertakes to observe and strictly comply with the provisions contained herein, as well as all other applicable legal provisions.

1.3 These terms and conditions apply indefinitely and pertain to the use of the provider's website and to possible interactions or orders made through it, until a new version is published.

1.4 The provider reserves the right to modify any type of information that could appear on the website, without any obligation to notify users beforehand or alert users of such modifications. It is deemed sufficient to simply publish this content on the provider's website.

1.5 In this regard, it is recommended to periodically review this legal notice.

1.6 The provider reserves the right to reject or restrict a user's use and/or access to the website in the face of a breach of this legal notice, without any right to receive compensation or indemnity for this fact.

2.- Identity of the parties

2.1. As the party of the first part, the provider, identified above. As the party of the second part, the user registered on the website, who will be responsible for the accuracy of his/her personal data, as given to the provider.

3.- Obligations of the user

3.1 The user must assume full responsibility over the confidential handling and proper storage of the passwords he/she holds and should avoid giving unauthorized third parties access to them.

3.2 A series of data are requested in order to contract the services offered through this website. The purpose of that request is to make this contracting possible and to perform the contracted services under proper conditions. In this respect, the user undertakes to providing the requested data in a manner that is accurate, complete, and precise, and undertakes to notify the provider as soon as possible of any change that could affect them. This is to avoid any problems that could arise if the provider had incorrect or outdated data. In any event, the regulations mentioned above for personal data protection are established in the Privacy Policies.

4. Waiver of liability

4.1 The provider:

a) Releases itself from any type of liability derived from the information published on the website, provided that this information has been manipulated or introduced by an unrelated third party.

b) Cannot guarantee that the user will make use of the website and its services in accordance with the law, these general terms and conditions, general moral fiber or the legal system; nonetheless, it will take all measures that it considers appropriate at all times to comply with the provisions of current legislation.

c) Is not liable for the harm or damages, of any nature, that could result from a user's incorrect, illegitimate, or unlawful use of the website or the services and content offered thereon.

d) Reserves the right to prevent the user from accessing and using its websites' services, at any time and without prior notice, in the event of a breach of the general and specific terms and conditions of use, or in the case of acts that breach law, general moral fiber, generally accepted good conduct and the legal system.

e) Reserves the right to modify this legal notice at any time, in accordance with the rights acquired by the users. Any modifications affecting the users will be notified to the users as soon as possible. A notification to the user of this modification will be deemed to have been carried out by inserting the new text in the general terms and conditions of this website or a notice on the website. Using the website after the modification of the general terms and conditions applies its acceptance by the user.

f) In no case will the provider be responsible for moral damages, loss of earnings and/or any direct or indirect damages that could be caused to the user.

g) It is possible for the client to be redirected to third-party content from the website. Given that the provider cannot always control the content introduced by third parties on their websites, it does not assume any type of liability regarding said content. In any event, the provider hereby states that it will immediately remove any content that could violate national or international legislation, general moral fiber, or the legal system. In such a case, it will immediately remove the redirect to that website and notify the applicable authorities of the content in question.

h) This website has been reviewed and its correct functioning has been tested. In principle, you can rest assured that it will correctly function 24 hours per day, 365 days of the year. Nonetheless, the provider cannot rule out the possibility that circumstances like programming errors could occur, whose maintenance tasks could cause interruptions to the service. Additionally, certain occurrences outside of its control could arise, such as causes of force majeure, natural disasters, actions of hackers or crackers, strikes, or similar circumstances that make accessing the webpage impossible. In any event, the user cannot claim economic compensation for this service interruption.

5.- Notification of incidents

If you experience any incident related with the service, either before or after the purchase that is carried out, you can contact us at ecommerce@etniabarcelona.com.

6.- Intellectual and industrial property

6.1 The website, including but not limited to its programming, editing, compilation and other factors necessary for its correct functioning, designs, images, logos, text and/or graphs, are the sole property of the provider or the party that holds a license or express authorization from its authors, when applicable. All of the website's content are duly protected by intellectual and industrial property law and are entered into public registries when required.

6.2 The designs, logos, text and/or graphics not owned by the provider and that could appear on the website belong to their respective owners, and they are responsible for any possible dispute that could arise related thereto. In any case, the provider possesses their express and prior authorization to use them.

6.3 Irrespective of their intended purpose, the total or partial reproduction, use, exploitation, distribution, and sales requires, in all cases, the provider's prior and written consent. Any use not authorized beforehand by the provider will be considered a serious breach of the intellectual or industrial property rights of the author, who could take the corresponding legal, judicial, or extra-judicial actions.

6.4 The website's user and/or visitor undertakes to respect these rights and consequently not to copy, reproduce, modify, distribute, transmit, publish, display or represent any of the above-mentioned content from the website through means different from the ones that it authorizes to this effect, or those legitimately used on the internet and which have received the provider's prior, express and written authorization. In addition, it undertakes to not carry out any activity that could violate the provider's intellectual property rights or those of the website's users.

6.5 To make any type of observation or comment regarding possible breaches of intellectual or industrial property rights, as well as any of the contents of the website, you can do so through the following email address: etnia@etniabarcelona.com

7.- Safeguarding clause

7.1. The potential invalidity or inefficiency of one or more causes from these general terms and conditions, for any reason, shall not entail the invalidity or inefficiency of all of them, and all other clauses shall remain valid and effective.

8.- Legislation and jurisdiction

8.1. The applicable law in case of dispute or a conflict in the interpretation of the terms comprising these Terms and Conditions of Use, along with any other matter related with the Website's services, will be Spanish law.

8.2. To resolve any dispute that could arise based on the use of the Website or its services, the parties agree to submit to the jurisdiction of the judges and courts of the user's registered address, or the one established by procedural and/or consumer and user regulations, as per the case.

**Etnia
Eyewear
Culture**