

TERMS OF USE

Accessing, browsing, and using the website www.gamor.es (hereinafter, the "Website") implies express and unconditional acceptance of all the terms of these Terms of Use, having the same validity and effectiveness as any contract concluded in writing and signed.

Compliance with and observance of these Terms will be required from any person who accesses, browses, or uses the Website. If you do not agree with the stated terms, do not access, browse, or use the Website.

1. IDENTIFICATION

TALLERES GAMOR, S.L.
POL. IND. ASTEASU – ZONA E – PAB.73-74
20159 ASTEASU (GIPUZKOA) – SPAIN

2. PURPOSE

These Terms of Use regulate access, browsing, and use of this Website, without prejudice to the right of GAMOR to modify its presentation, configuration, and content, as well as the conditions required for its access and/or use. Accessing and using the Website content after modifications or changes take effect implies acceptance of these changes.

However, access to certain content and the use of certain services may be subject to specific conditions, which will be clearly displayed and must be expressly accepted by users. These specific conditions may replace, supplement, or, where applicable, modify these Terms of Use.

GAMOR reserves the right to modify the terms and conditions stipulated herein, in whole or in part, by publishing any changes in the same manner as these Terms of Use or through any communication directed at users.

Likewise, we inform users of their rights and obligations concerning the content displayed on the Website, logos and trademarks used, and any liabilities that may arise from the use of the service.

For the interpretation of these Terms of Use, we consider that a person becomes a user upon accepting the Terms of Use and the Privacy Policy displayed on the Website, which occurs simply by visiting it.

3. ACCESS

Access to the Website content is completely free. Access to the Website by minors is prohibited. However, in cases where a minor accesses and registers on the Website, it will be presumed that such access was done with the prior and express authorization of their parents, guardians, or legal representatives, without prejudice to GAMOR's right to carry out any necessary verifications.

Browsing the Website does not require registration, although filling out the provided web forms will be necessary to receive advertisements, information, and periodic offers from our promotional campaigns and products. Registration is free.

Under no circumstances will GAMOR be responsible for the truthfulness of the data provided by users, each user being solely responsible for the possible consequences, errors, and failures that may arise from a lack of data quality.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

GAMOR holds ownership or, where applicable, the necessary licenses for the exploitation rights of the intellectual and industrial property of the Website, as well as all content offered on it, including texts, photographs, illustrations, logos, trademarks, graphics, designs, interfaces, or any other information or content, and the services available through it.

Under no circumstances shall access, browsing, and use of the Website by the user imply a waiver, transfer, license, or full or partial assignment of such rights by GAMOR. The user is granted a right to use the content of the Website within a strictly domestic scope and solely to enjoy the service's benefits per these Terms of Use.

References to registered trademarks, trade names, or other distinctive signs, whether owned by GAMOR or third parties, imply a prohibition on their use without GAMOR's or their rightful owners' consent. At no time, unless expressly stated otherwise, does access, browsing, or use of the Website and/or its contents grant the user any rights to the included distinctive signs.

All intellectual and industrial property rights over the Website's content and/or services are reserved. Should the user submit any information to GAMOR through any of the enabled channels, the user declares, guarantees, and accepts that they have the right to do so freely, that such information is not confidential, and that it does not harm third parties. The user acknowledges their responsibility, indemnifying GAMOR for any communication made personally or on their behalf, including but not limited to its accuracy, legality, originality, and ownership.

If the user becomes aware of any unlawful content that may infringe intellectual and/or industrial property rights, they must immediately notify GAMOR.

Similarly, if any user or third party believes that any content on the Website owned by GAMOR violates their intellectual and/or industrial property rights or any other rights, they must send a communication to GAMOR.

5. LINKS

5.1. LINKS TO OTHER WEBSITES If the Website displays links to other websites via different buttons, links, banners, or embedded content, GAMOR informs users that these are directly managed by third parties. GAMOR has neither human nor technical means to know, control, or approve all information, content, products, or services provided by other platforms linked from the Website.

Therefore, GAMOR assumes no responsibility for any aspect related to the platform or website to which a link may be established from the Website. If users become aware that the activities conducted through such third-party websites are illegal or contrary to morality and/or public order, they must immediately inform GAMOR so that appropriate action can be taken to disable the access link.

In any case, establishing any type of link from the Website to an external site does not imply any relationship, collaboration, or dependency between GAMOR and the responsible party of the external website.

5.2. LINKS TO GAMOR'S CHANNEL ON OTHER PLATFORMS AND SOCIAL NETWORKS

GAMOR makes available to users various tools and applications that allow access to its channels and pages on different platforms and social networks managed by third parties (e.g., Facebook, YouTube, Twitter, Instagram, LinkedIn). The inclusion of these links aims solely to facilitate user access to these channels on various platforms and social networks.

Establishing these applications does not imply any relationship between GAMOR and the owner, manufacturer, or distributor of the linked platform, nor does it imply GAMOR's acceptance or approval of its content and/or services.

GAMOR does not share private user information with social networks and is not responsible for content, services, products, advertisements, or any other material available on them. Users should be cautious when evaluating and using information on these linked channels.

6. WEBSITE USAGE RULES

Users are strictly prohibited from accessing or using the Website for illegal or unauthorized purposes, whether for economic gain or not. The consequences of any

such actions will be the sole responsibility of the user. In particular, the following activities are expressly forbidden:

- Using the Website in any way that may cause damage, interruptions, inefficiencies, or defects in its operation or in a third party's computer system.
- Transmitting viruses, malicious code, or any other harmful programs or files.
- Using the Website in an unlawful manner, in bad faith, or in violation of moral standards and public order.
- Breaching or attempting to breach the Website's security measures, any network connected to it, or any protective measures applied to its content.
- Engaging in any action that causes a disproportionate or unnecessary overload on the Website's infrastructure or GAMOR's systems and networks.

Failure to comply with any of these obligations may result in GAMOR taking appropriate legal action to protect its rights and interests. GAMOR reserves the right to block any user who violates these rules without any right to compensation for any damages incurred.

7. LIABILITY AND GUARANTEES

GAMOR cannot guarantee the absolute reliability, usefulness, or accuracy of all the information and services provided on the Website, nor the usefulness or accuracy of any documentation made available through it.

Therefore, GAMOR does not guarantee and is not responsible for:

(i) The continuity of the Website's content; (ii) The absence of errors in such content; (iii) The absence of viruses or other harmful components on the Website or the server hosting it; (iv) The invulnerability of the Website or the impossibility of breaching its security measures; (v) The usefulness or performance of the Website's content; (vi) Any damages caused to users or third parties due to violations of the terms, rules, and instructions set by GAMOR or due to breaches of the Website's security systems.

However, GAMOR declares that it has taken all necessary measures, within its capabilities and the current state of technology, to ensure the proper functioning of the Website and minimize system errors, both from a technical standpoint and concerning the content published.

In any case, GAMOR reserves the right to suspend, modify, restrict, or interrupt, temporarily or permanently, access, navigation, use, hosting, and/or downloading of content or services on the Website. This may be done with or without prior notice to users who violate any of the provisions outlined in these Terms of Use, without the possibility of any compensation claims from the affected users.

8. WEBSITE SUSPENSION

GAMOR reserves the right to suspend, modify, restrict, or interrupt, either temporarily or permanently, access, navigation, use, hosting, and/or downloading of content and/or use of services on the Website. This may be done with or without prior notice to users who violate any of the provisions outlined in these Terms of Use, without the possibility of any compensation claims from the affected users.

9. CONFIDENTIALITY AND DATA PROTECTION

In accordance with Regulation (EU) 2016/679, of April 27, 2016, concerning the protection of natural persons, all personal data provided during the use of the Website will be processed in accordance with the provisions set forth in the Privacy Policy.

10. GENERAL TERMS

The headings of the various clauses are for informational purposes only and will not affect, qualify, or expand the interpretation of these Terms of Use. Furthermore, GAMOR may modify the terms and conditions set forth herein, in whole or in part, by publishing any changes in the same manner as these Terms of Use or through any form of communication directed at users.

The duration of these Terms of Use will correspond to the period of their display until they are modified in whole or in part, at which point the modified Terms of Use will take effect. If any provision of these Terms of Use is declared null or unenforceable, in whole or in part, by any competent court, tribunal, or administrative body, such nullity or unenforceability will not affect the remaining provisions of these Terms of Use.

The failure of GAMOR to exercise or enforce any right or provision contained in these Terms of Use will not constitute a waiver of such right, except for recognition and written agreement by GAMOR.

11. APPLICABLE LAW AND JURISDICTION

Whenever the applicable regulations provide the possibility for the parties to submit to a specific jurisdiction, for any legal issue arising from or related to this Website, the applicable law will be the current Spanish legislation at the time of the dispute, and we will submit to the Courts and Tribunals, as well as, where applicable, to the Consumer Arbitration Courts or similar entities to which we are adhered at the time the dispute arises.