

## Términos y condiciones de uso del sitio web

### Términos y condiciones de uso del sitio web

Las presentes disposiciones regulan la utilización (incluyendo el mero acceso) de la página web que VALDECUEVAS pone a disposición de los usuarios de Internet.

En esta página usted encontrará una versión estándar de los términos y condiciones de uso del Sitio Web de VALDECUEVAS en España. Nótese que otros países pueden imponer términos y condiciones diferentes.

### Titularidad de la Web

**GRUPO VALDECUEVAS AGRO, S.L.U** (en adelante, indistintamente, “**VALDECUEVAS.**” o la “**Compañía**”), con CIF B47027982, domicilio en Plaza Martí y Monsó, 5, 1º 47004 Valladolid, e inscrita en el Registro Mercantil de Valladolid, Tomo 129, Libro 15, Sección 2ª, Folio 22, Hoja 308, Inscripción 1ª, con la cual se puede poner en contacto a través de la dirección de [lopd@valdecuevas.es](mailto:lopd@valdecuevas.es).

Al acceder al Sitio Web de VALDECUEVAS el usuario declara expresamente que ha leído, entiende y acepta los presentes “Términos y condiciones de uso del Sitio Web”. En caso de que no esté de acuerdo con los términos y condiciones descritos en los mismos le rogamos se abstenga de utilizar este Sitio Web.

De acuerdo con lo establecido en el art. 10 de la LSSI, se suministra la siguiente información:

### Términos y Condiciones de Uso

Los usuarios son conscientes y aceptan voluntaria y expresamente que el uso de la página web se realiza en todo caso bajo su única y exclusiva responsabilidad. El acceso a este Sitio Web es libre y gratuito.

Asimismo, el acceso a determinados servicios y/o contenidos está supeditado al registro del usuario en las bases de datos de VALDECUEVAS. En estos casos, el usuario se compromete a custodiar debidamente las claves de acceso (nombre de usuario y contraseña), puesto que son para uso exclusivo de su titular, siendo su custodia y correcta utilización de su entera responsabilidad.

En la utilización de la página web, los usuarios se comprometen a hacer un uso correcto de la misma de conformidad con la Ley y las presentes disposiciones y, particularmente, a no llevar a cabo ninguna conducta que pudiera dañar la imagen, los intereses y los derechos de VALDECUEVAS o de terceros o que pudieran dañar, inutilizar o sobrecargar la página web, o que impidieran, de cualquier forma, la normal utilización de la misma.

Queda expresamente prohibido el uso de la página web con fines lesivos a los intereses de VALDECUEVAS, de cualquier sociedad de su grupo o de terceros o que de cualquier forma sobrecarguen, dañen o inutilicen las redes, servidores y demás equipos informáticos (hardware) o productos y aplicaciones informáticas (software) de VALDECUEVAS o sociedades del grupo VALDECUEVAS o de terceros.

Los usuarios responderán frente a VALDECUEVAS, a las sociedades de su grupo o a terceros, de cualquiera daños y perjuicios que pudieran causarse como consecuencia del incumplimiento de las obligaciones aquí previstas.

### **Derechos de autor**

El contenido (incluyendo, sin limitaciones, todos los documentos, archivos, texto, fotografías, imágenes, gráficos, iconos, tecnología, software, links, y demás contenidos audiovisuales o sonoros, diseño gráfico y códigos fuente) y diseño de la página web está sujeto, a menos que se indique otra cosa, al copyright © de VALDECUEVAS, de alguna sociedad perteneciente a su Grupo, o de terceros y queda protegido por las normativas sobre derechos de autor y otros derechos de propiedad intelectual, debiendo, por tanto, los usuarios respetar en todo momentos dichos derechos. La utilización permitida de la página web por virtud de este aviso legal no podrá entenderse como cesión de ninguna clase de derecho de explotación sobre los citados derechos de propiedad intelectual o industrial.

### **Marcas registradas de VALDECUEVAS**

Las marcas, nombres comerciales o signos distintivos son propiedad de VALDECUEVAS o sociedades de su grupo. Los usuarios no pueden usar, reproducir, mostrar ni modificar los logos, marcas comerciales ni cualesquiera otros signos distintivos de VALDECUEVAS o las sociedades de su grupo sin el consentimiento previo por escrito de su titular. En ningún caso podrá entenderse que el uso y/o acceso al sitio y/o a sus contenidos atribuyen al usuario derechos de ninguna clase sobre las citadas marcas, nombres comerciales y signos distintivos de VALDECUEVAS o sociedades de su grupo. 'VALDECUEVAS' y "GENERAL BLAKE" son marcas registradas de VALDECUEVAS u otra empresa del grupo y ha sido registrada en por lo menos una jurisdicción. Estas marcas registradas no pueden ser copiadas, descargadas, reproducidas, utilizadas, modificadas o distribuidas de ningún modo sin previo consentimiento escrito de la Compañía.

### **Hipervínculos**

El Sitio Web puede contener hipervínculos con otros sitios web que no son editados, controlados, mantenidos o supervisados por VALDECUEVAS, no siendo responsable ésta por tanto del contenido de dichos sitios web.

El contenido de los mismos es responsabilidad de sus respectivos titulares y VALDECUEVAS no garantiza ni aprueba dichos contenidos. La función de los links que aparecen en esta página es exclusivamente la de informar al usuario sobre la existencia de otras fuentes de información sobre la materia en Internet, donde podrá ampliar los datos ofrecidos en este Sitio Web.

VALDECUEVAS no será en ningún caso responsable del resultado obtenido a través de dichos hiperenlaces.

### **Consultas y reclamaciones**

VALDECUEVAS le agradece sus ideas, sugerencias, consultas y reclamaciones. Y las atenderá al más breve plazo en la medida de sus posibilidades.

### **Corrección de este sitio**

Esta página web puede contener errores que hayan pasado inadvertidos o errores tipográficos. Estos serán corregidos a discreción de VALDECUEVAS, a medida que se identifiquen. La información en

esta página web se actualiza regularmente, pero los errores pueden permanecer u ocurrir a medida que se realizan cambios durante las actualizaciones. La información de Internet se mantiene en forma independiente en varios sitios en todo el mundo y parte de la información a la que se accede a través de esta página web puede originarse fuera de ella. VALDECUEVAS declina toda obligación o responsabilidad por este contenido.

### **Virus**

VALDECUEVAS realizará todos los esfuerzos razonables para excluir virus incluidos en la página web, pero no puede asegurar la exclusión total y no aceptará responsabilidad legal por tales virus. Usted deberá adoptar las medidas apropiadas antes de descargar formación de esta página web.

### **Exclusión de responsabilidad**

El acceso a la página web de VALDECUEVAS no implica la obligación por parte de la Compañía de comprobar la veracidad, exactitud, inadecuación, idoneidad, exhaustividad y actualidad de la información suministrada a través del mismo, pese al compromiso de calidad de la Compañía de mantener actualizada la información contenida en la página web. La Compañía no se responsabiliza de las decisiones tomadas a partir de la información suministrada en la página web ni de los daños y perjuicios producidos en los usuarios o terceros con motivos de actuaciones que tengan como único fundamento la información obtenida de la página web.

El acceso a la página web requiere de servicios y suministros de terceros, incluidos el acceso a través de redes de telecomunicaciones cuya fiabilidad, calidad, continuidad y funcionamiento no corresponde a la Compañía. Por consiguiente, los servicios prohibidos a través de la página web pueden ser suspendidos, cancelados o resultar inaccesibles, con carácter previo o simultáneo a la prestación de los servicios de la página web.

La Compañía no se responsabiliza de los daños o perjuicios de cualquier tipo producidos a los usuarios o a terceros por falta o desconexiones en las redes de telecomunicaciones.

### **Modificaciones en estos términos y condiciones**

VALDECUEVAS se reserva el derecho de modificar sus términos y condiciones de uso de la Web. VALDECUEVAS notificará o anunciará el nuevo contenido y las fechas en las que se produzca una revisión de los presentes términos, para información de sus usuarios.

**Última revisión: 2 de octubre de 2018**

## Website Use, (Terms and Conditions)

### Website Use, (Terms and Conditions)

These provisions regulate the use (including mere access) of the website that VALDECUEVAS makes available to Internet users.

On this page you will find a standard version of the terms and conditions of use of the VALDECUEVAS Website in Spain. Please note that other countries may impose different terms and conditions.

### Website ownership

**GRUPO VALDECUEVAS AGRO, SLU** (hereinafter, interchangeably referred to as, “**VALDECUEVAS.**” Or the “**Company**”), with CIF B47027982, and address at Plaza Martí y Monsó, 5, 1º 47004 Valladolid, thus registered on the Mercantile Registry of Valladolid, Volume 129, Book 15, Section 2, Sheet 22, Page 308, 1st Registration, with which you can contact via the address [lopd@valdecuevas.es](mailto:lopd@valdecuevas.es).

By accessing the VALDECUEVAS Website, the user expressly states that he/she has read, understands and accepts these “Terms and conditions of use of the Website”. In case you do not agree with the terms and conditions described therein, please refrain from using this Website.

In accordance with the provisions of art. 10 of the LSSI, the following information is provided:

### Terms and Use Conditions

Users are aware of and voluntarily and expressly accept that the use of the website is carried out, in any case, under their sole and exclusive responsibility. Access to this Website is free of charge.

Similarly, access to certain services and / or contents is subject to user registration on the VALDECUEVAS databases. In these cases, the user undertakes to properly guard the access codes (username and password), since they are for the exclusive use of the holder, its custody and correct use being of his/her entire responsibility.

In the use of the website, users undertake to make proper use of it in accordance with the Law and these provisions and, in particular, not to carry out any conduct that could damage the image, interests and interests rights of VALDECUEVAS or third parties or that could damage, disable or overload the website, or prevent, in any way, the its normal use.

It is expressly forbidden to use the website for purposes that are harmful to the interests of VALDECUEVAS, of any company of its group or of third parties or that in any way overload, damage or disable networks, servers and other computer equipment (hardware) or products and computer applications (software) belonging to VALDECUEVAS or companies of the VALDECUEVAS group or of third parties.

Users will have to answer for VALDECUEVAS, to their group companies or to third parties, for any damages that may be caused as a result of breach of the obligations set forth herein.

## **Copyright**

The content (including, without limitation to, all documents, files, text, photographs, pictures, graphics, icons, technology, software, links, and other audio-visual or sound content, graphic design and source codes) and website design is subject, unless otherwise indicated, to the copyright © of VALDECUEVAS, of any company belonging to its Group, or of third parties and is protected by the regulations on copyright and other intellectual property rights, and therefore users must respect these rights at all times. The use of the website as permitted by virtue of this legal notice cannot be understood as a transfer of any kind of exploitation rights on the intellectual or industrial property rights.

## **Registered trademarks of VALDECUEVAS**

The brands, commercial names or distinctive signs are the property of VALDECUEVAS or its group companies. Users may not use, reproduce, display or modify the logos, trademarks or any other distinctive signs of VALDECUEVAS or the companies belonging to its group without the prior written consent of its holder. In no case may it be understood that the use and / or access to the site and / or its contents gives the user rights of any kind over the brands, commercial names and distinctive signs of VALDECUEVAS or companies belonging to its group. 'VALDECUEVAS' and "GENERAL BLAKE" are registered brands of VALDECUEVAS or another group company and have been registered in at least one jurisdiction. These trademarks may not be copied, downloaded, reproduced, used, modified or distributed in any way without prior written consent of the Company.

## **Hyperlinks**

The Website may contain hyperlinks to other websites that are not edited, controlled, maintained or supervised by VALDECUEVAS, and therefore it is not responsible for the content of said websites.

Their content is the responsibility of their respective owners and VALDECUEVAS does not guarantee or approve said content. The purpose of the links appearing on this page is exclusively to inform users about the existence of other Internet sources of information on the subject whereby the user will be able to enhance the data given on this website.

VALDECUEVAS will not be in any case responsible for the results obtained through said hyperlinks.

## **Queries and complaints**

VALDECUEVAS thanks you for your ideas, suggestions, queries and complaints. And it will respond to them in the shortest possible time to the full extent of its ability.

## **Accuracy of this site**

This website may contain inadvertent inaccuracies or typographical errors. These will be corrected at VALDECUEVAS discretion, as they are found. The information on this website is updated regularly, but inaccuracies may remain or occur as changes are made between updates. Internet information is kept independently on several sites around the world and some of the information accessed through this website may originate outside of it. VALDECUEVAS declines all obligation or responsibility for this content.

### **Viruses**

VALDECUEVAS will make all reasonable attempts to exclude viruses from this website, but it cannot ensure complete removal and no liability will be accepted for these viruses. All appropriate safeguards must be taken before downloading information from this web page.

### **Disclaimer**

Access to the VALDECUEVAS website does not imply an obligation on the part of the Company to verify the veracity, accuracy, inadequacy, suitability, completeness and currency of the information provided through it, despite the Company's quality commitment to maintaining updated the information contained in the website. The Company is not responsible for the decisions taken regarding the information provided on the website or for the damages and losses caused to users or third parties for the purpose of actions based on the information obtained from the website.

Access to the website requires third-party services and supplies, including access through telecommunications networks whose reliability, quality, continuity and operation does not correspond to the Company. Therefore, the services prohibited through the website may be suspended, cancelled or inaccessible, prior or simultaneous to the provision of the website's services.

The Company is not responsible for damages or losses of any kind caused to users or third parties due to lack or disconnections in telecommunications networks.

### **Modification of these terms and conditions**

VALDECUEVAS reserves the right to modify its terms and conditions of use of the Website. VALDECUEVAS will notify or announce the new content and the dates on which there would be a revision of these terms, for information of its users.

**Last update: 2 October 2018**

## Website privacy policy

### Website privacy policy

In compliance with Regulation (EU) 2016/679 of 27 April 2016, (hereinafter, "GDPR" -General Data Protection Regulation) and in accordance with applicable legal regulations, the following information about our processing of your personal data is provided on this website.

### Personal details

In accordance with Article 4. (1) of the GDPR, by "**personal data**" we mean: *any information about an identified or identifiable natural person*"; "*and any **person** whose identity may be determined, directly or indirectly, in particular by means of an identifier, such as a name, an identification number, location data, an online identifier or one or several elements of their own physical, physiological, genetic, psychic, economic, cultural or social identity of said person will be deemed as a natural person*".

### Data processing controller

**GRUPO VALDECUEVAS AGRO, S.L.U** (hereinafter, referred to interchangeably as, "**VALDECUEVAS**" or the "**Company**"), with CIF B47027982, with address at Plaza Martí y Monsó 5, 1º, - 47001 Valladolid (VALLADOLID), and registered on the Mercantile Registry of Valladolid, Volume 129, Book 15, Section 2, Sheet 22, Page 308, Registration 1st, with which you can contact via the address: [lopd@valdecuevas.es](mailto:lopd@valdecuevas.es).

### Purposes of processing your personal data

In general, and through the use of cookies and related devices, we will process your personal data, if you expressly consent it, with the following purpose (s):

1. Respond to your requests for information or complaints made through our contact form.
2. Send you communications and information of interest by different means, including electronic, if you check the box for this purpose.
3. Manage and process the acquisition of products through the website
4. Management of the operation of the website and maintenance of it.
5. Observation of your visits and movements through our website and interaction with its contents.
6. The capture or usage of its corporate image with the purpose of making it visible on the Company's website, social networks, in the press, at exhibitions, in magazines or in other publications prepared by Valdecuevas, as well as in those specific cases in which it is authorized in accordance with the provisions of the Assignment of Image Rights section.

### Period of retention of your data

The Company will process your personal data for the necessary amount of time, depending on each case.

- In relation to your queries and claims, we proceed to retain your data, stored once we are answering claims, until the expiration of the applicable actions.

- In relation to commercial communications, we will keep your data for 3 years from your last interaction with us, or until you express your willingness to cancel your subscription (whichever comes first).
- In relation to the purchase of products through the web page we will proceed to keep your data for a period of 6 years from the termination of the contractual relationship.
- In relation to the web page management processing through cookies, we refer to the Cookies policy in which you will find detailed information about the persistence or duration of each cookie on your computer.
- In relation to the processing of the corporate image, this will be processed during the execution of the activity which justifies its use, and once finished, duly blocked, during the period of prescription of the actions to claim any possible responsibilities.

After that period, the Company will keep your data blocked for the terms that, in each case, the law imposes. For example: six years since said termination of the contractual relationship, in accordance with the provisions of article 30 of the Commercial code.

### **Updating data**

Please notify us immediately of any changes to your data so that the information being processed is updated at all times and does not contain errors. In this respect, you state and guarantee that the information and data you have provided to us are accurate, up to date and truthful.

### **Legitimate bases of our personal data processing**

The Company process your personal data for different purposes. Each processing of personal data must be centred on a basis that legitimates it, among those provided in the regulations. The Group Companies use the following bases:

- Consent:** You have given your unequivocal and specific consent to the processing of your personal data for a specific purpose.
- Performance of a contract:** We must process your data to manage our contractual relationship with you.
- Legal obligation:** In some cases, the Law requires processing and transferring to certain institutions (State security forces and bodies).

#### **a.- Consent**

The Company sometimes collects your personal data with your prior and unequivocal consent.

For example, when filling out an online contact form to make an inquiry or, when obtaining express authorization for the capture and dissemination of its corporate image. This so as to disseminate it on the Valdecuevas website, on social networks, press, at exhibitions, in magazines or other publications implemented on its web site.

For example, in accordance with the provisions of article 21.1 of the LSSI, in all those forms in which your personal data is collected and will be used for commercial purposes, a box will be included in order to obtain your express consent for us to use the data collected in order to send information and commercial communications.



### **Consequence of lack of data provision**

The data (and consents) that we request are necessary for the processing of data and purposes indicated, so that the omission of any of them will prevent us from executing the aforementioned purpose.

The acceptance of these forms of processing is absolutely voluntary and your refusal will not imply any negative consequences for you.

### **b.-Performance of a contract**

The company needs to process your data in order to manage the contractual relationship with you. For example, when purchasing products through the website.

### **c.- Legal obligation**

The Company is obliged in some cases, by virtue of different legal regulations (regardless of whether or not you give your consent), to process and / or transfer certain personal data to different entities. For example, the Tax Agency/Office or the State security forces and bodies, at their request.

### **Recipients**

The Company will transfer your personal data to third parties in the following cases:

#### **a.- Consent**

In cases in which you grant your consent for it.

For example, its corporate image will be publicly communicated through mass media and / or Valdecuevas social networks and limited exclusively for that purpose.

#### **b.- Assignment by legal obligation?**

In cases in which the Company is bound by the Law.

### **Provision of third-party services who have access to personal data**

In some cases, we have companies or external providers, who access your personal data, to collaborate with us by providing certain services (specifically computer support and hosting of this website).

With all these companies, the Company shall sign the relevant confidentiality and data protection agreement to guarantee that the use of the data to which we give access for the provision of the service is carried out in accordance with current legislation on data protection.

### **International data transfer**

In no case will your data be transferred without your explicit consent, to companies within our group (or third parties) located outside the European Economic Area or that do not apply regulations in which measures of protection of personal data equivalent to those in force in the European Union apply.

## Security

VALDECUEVAS takes all of the necessary technical and organizational security measures to protect your personal data from being lost or misused. For instance, your data are saved in a secure operating environment which is not accessible to the public. In certain cases, your personal data are encrypted by using Secure Socket Layer (SSL) during the transmission. This means that an approved encryption procedure is used for communication between your computer and the VALDECUEVAS servers provided that your browser supports SSL.

Should you wish to contact VALDECUEVAS by e-mail, we would like to point out that the confidentiality of the information sent cannot be guaranteed. The contents of e-mail messages can be read by third parties. We therefore recommend you send us confidential information only by post.

Your rights in relation to our processing of your personal data. In relation to your data processed by the Company, you have: In any case the following rights:

- Transparency about how we use your personal data (**right to be informed**). Right that we meet this right, for example, through this legal text.
- Right to request a copy of the information we have about you, which will be provided within one month (**right of access**).
- Right to update or modify the information we have about you if it is incorrect (**right of rectification**).
- Right to request that we stop using your information while resolving a claim filed by you, among other cases (**right to limit treatment or processing**).
- Right to be informed of automated decision procedures, including profiling.

Additionally, when we process your personal data based on your consent or our contractual relationship with you:

- Right to request that we delete your personal data from our records (**right of deletion or "to oblivion"**).
- Right to obtain and reuse your personal data for your own purposes (**right to data portability**).
- Right to **revoke** at any time **your consent** given previously to any of our forms of processing your personal data.

## Form of exercise

You may exercise your applicable rights in each case, by notifying the Company via any of the following means:

- a. Addressing in writing accompanying a scanned copy of your ID card, to the following email address: [lopd@valdecuevas.es](mailto:lopd@valdecuevas.es).
- b. You can also send us your request by letter with a copy of your ID card and making visible reference to "LOPD" on the envelope to:

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Plaza Martí y Monsó 5, 1º, - 47001 Valladolid (VALLADOLID)

You can access the information necessary to exercise all the aforementioned rights (with detailed explanations and forms) on this website facilitated by the regulatory body: [the Spanish Agency for Data Protection](#).

You also have the right to file a complaint at the Spanish Agency for Data Protection (or AEPD) especially in the case that you believe that you have not obtained satisfaction in the exercise of your rights.

### **ASSIGNMENT OF IMAGE RIGHTS**

In those cases in which you have authorized, through the appropriate means made available for this purpose (for example, the request for taking photograph(s) of any of the commercial agents or personnel authorized by the Company), you authorize VALDECUEVAS to (i) capture its image, within the framework of professional commercial activity (ii) reproduce said image (iii) disseminate it on the Valdecuevas website, its social networks, press, exhibitions, magazines or other publications that it carries out.

Said authorization is granted on a non-exclusive basis and with the maximum territorial and temporal scope permitted by law.

In this area, Valdecuevas is committed to:

- Warn you before taking of the picture from the moment in which it will be taken.
- Use what is captured exclusively for the purposes stated above.

This authorization is granted free of charge and will not generate or bring about any consideration from the Company in its favour.

### **Modifications in the data protection declaration**

VALDECUEVAS reserves the right to modify its data protection declaration. VALDECUEVAS will notify or announce the new content and the dates on which there will be a revision of these terms, for the information of its users.

**Last update: August 2019**