

## **GENERAL TERMS & CONDITIONS**

When accessing and/or registering in this website you give your clear consentment to use your data in accordance with the general terms & conditions mentioned here and you accept the following conditions established by MEDIANIS S.L for the website that has the following URL access <http://www.medianis.com> (from now on Port) that has been created, maintained and property of MEDIANIS S.L.

In any case the following user terms & conditions does not exclude the application of other applications from other dispositions or access conditions to the different sections that together compose the site MEDIANIS S.L., as the right of the holder of the site to change the current conditions to adapt them to the new necessities of the site or of the valid legislation.

### **1. IDENTIFICATION DATA ABOUT THE HOLDER OF THE PORT**

MEDIANIS S.A is a merchant entity registered at Autopista Las Palmas -Gando, Km. 12. 35219 Telde – Las Palmas de Gran Canaria and CIF: A-35442904, Protocol 1.264 of 3-7-1996, written in the Merchant Register of Las Palmas de Gran Canaria, Folio 141, Tomo 1.300 general, Hoja G.C. 16.286, Inscripción 1a.

In case of wanting to communicate with MEDIANIS S.L. in any way, please use the following e-mail adress [anuncios@medianis.com](mailto:anuncios@medianis.com) or call our offices located in the adress above indicated on 902 512 121.

### **2. ACCESS CONDITIONS AND USE OF THE PORT**

#### **2.1 User Conditions**

The using of any service on the Port makes the User Conditions apply and implies the acceptance of the following rights and obligations:

- **RIGHTS:**
  - Access without cost and without need for previous authorization of the content and services on the page available as they appear, without prejudice of the technical conditions, special or the need for previous registering concerning the services and specific content in which this is required in the terms that are determined in these general conditions or in the specific conditions for those services.
  - MEDIANIS reserves the right to deny or retire the access to the Port and/or for the services offered without any previous notice to the main instance or from a third part, to those users that might be breaking the present General Terms & Conditions and/or the specific conditions, in case of applying them.
  - In general, to use the Port Services, children under age should before have authorization from their parents, tutors or legal representatives, whom will be responsible for all the actions made through the Port by the underaged individuals. In the services which require so, there will be a clear indication and restriction exclusively for adults above 18 years.

- DUTIES

- Acknowledge MEDIANIS any action or content that is contrary to the Law or the basic rights and the public freedoms of the user, of MEDIANIS of third part or that is a threat for the functioning of the site and for its users and clients.
- Not to access or use the services or contents on the site for illicit purposes, harmful for the rights and freedoms of third parts, or that can prejudice, hurt or prevent in any way, the access to the same, harmful for MEDIANIS or third parts.
- Establish security measures of technical nature designed to avoid unwanted actions in the information system, being consistent with the fact that Internet is not completely secure.
- The user of the site will personally respond to any harm or prejudice of any nature caused to MEDIANIS, being direct or indirect, by not complying to any of the General Terms and Conditions or other norms that affect the authorization for this site.
- In any case, the user should not spread, transmit or make available for third parts any kind of information, element or content that would imply a violation of the secrets in the communications and the legislation of the private data.

- PROHIBITIONS:

In no case may the user:

- Introduce, specially in forums or debate groups that exist or could exist on the website, information that might be against fundamental rights and the public freedoms, incite or promote the realisation of criminal acts, xenophobia, terrorist or degrading for reasons of age, sex, religion or beliefs, nor spread pornographic contents or services, obscene, violence or that go against the law, morals or good common customs.
- Collect e-mail addresses and/or personal data in the public areas that exist or could exist on the web, specially in the forums or debate groups on the site or that could exist, without previous knowledge of the individuals affected, for comercial purposes, prospects or for any other comercial purposes and then not send unwanted or unauthorized commercial, publicity materials, spams, "pyramid structures"..., or any other kind of requests, except in the fields (for example in the ads area) that have been specifically designed for this purpose.
- Make any kind of action that implies the copying, distribution, reproduction, public communication, transformation or any other similar action that implies a modification or alteration, of all or parts of the content of the site without the previous written authorization from MEDIANIS or from third part owner of intelectual or industrial property rights.
- Include hyperlinks that are not strictly redirected to the homepage of the site.
- Include in webpages of your responsibility or property "metatags" that correspond to brands, commercial names or distinctive signs that is property of MEDIANIS.
- The user may not reproduce totally or partially the website in other websites or other sites; may not make frames to the site or to the websites accessible through the same that hide or modify- with limiting character but not limiting- contents, comercial spaces and MEDIANIS brands or of third parties, with independence or that imply unloyal competition or confusing acts.
- Create frames within a webpage in your responsibility or property that

reproduces the main page and/or the accessible pages through the same, correspondent to the Port, without the previous authorization of MEDIANIS.

- Include in a webpage of your responsibility or property a hyperlink that creates a window or session in the navigation software used by a visitor, user or client of your website, in which brands, commercial names or distinctive signs of your property are included on which the main webpage is shown of this Port or any other of the pages accessible through the same.
- Use the services and contents offered through the site in a manner contrary to the user conditions and in prejudice or in impairment of the rest of the users rights.
- Use the site as an access to Internet for the making of criminal acts or contrary to ruling laws, morals, good customs and public order.
- Use any kind of computer virus, code, software, computer program, computer equipment, or telecommunications that can harm or cause unauthorized disturbances in the contents, programs or available systems through the webpage or by other users of the same; or in the unauthorized access to any content and/or services on the web.
- Use the brand, commercial names, as any other distinctive sign that is protected by intellectual or industrial property, without the previous written and expressed authority. In this way the user recognizes that the services available through this Port, the information and the material on the site, the structure, selection, ordering and presentation of the content and the software used for this purpose are protected by MEDIANIS or third parts intellectual or industrial property rights.
- Erase or modify any of the symbols that MEDIANIS or legal third parts owns the rights of incorporation in their creations covered by intellectual or industrial property rights.
- Eliminate or modify of any kind the technical devices for protection or identification of MEDIANIS or its legal holders that can contain information not correspondent to the website.
- Not introduce or spread any information and false content, ambiguous or inexact in a way that it will give an error to the information receivers.
- To trick other users by using their username for the services and/or contents on the Port.

### **3. MEDIANIS RESPONSIBILITY**

- a. MEDIANIS does not guarantee the availability, access and continuity of the functioning of the Port and its services.

MEDIANIS will not be responsible, with the limits established in the present judicial order, for the impossibility or difficulties for connecting to the communication lines through which this website is available independent of the type of connection applied by the user, or because of lack of continuity in the Port and its services.

- b. MEDIANIS will only and exclusively respond to the services offered by the same and of the content offered directly originating from MEDIANIS and identified by their copyright. This responsibility is excluded in cases of force major or in situations when the equipment

configuration of the user is not the appropriate one for allowing the correct using of the Internet services given by MEDIANIS. In any case, the eventual responsibility of MEDIANIS towards the user is limited to the maximum amount that the user has received directly from MEDIANIS excluding in any case the responsibility for indirect damage or for economic loss.

#### c. Contents and Third part Services

MEDIANIS does not beforehand inspect, try or stand for the content, services, opinions, data communications, files, products or any kind of information from third parts that are published on the Port, and that is the reason why in accordance with the established in article 16 in the Ley de Servicio de la Sociedad de la Información MEDIANIS will not be responsible indirectly or subsidiary for the information stored at the users will, nor for the harm or prejudice that could be produced by the utilization of the Port or for the hiring of services from third part through the ads announced on the Port,

MEDIANIS does not control with previous character and does not guarantee the absence of viruses or other elements in the Contents and services offered by third parts through the Port that might produce alterations in the computer system, electronic documents or user profiles.

With notifying character, and in no case limiting is MEDIANIS responsible for the damage and prejudice of any nature caused by:

a) The realisation of acts of unloyal competition, illegal publicity or trespassing the intelectual or industrial property rights by users that have acceded the information through this Port;

**B) MEDIANIS IS IN NO CASE RESPONSIBLE FOR THE DAMAGING PARTICIPATION OR BREAKING OF THE CONTRACT COMPROMISES OR EXTRACONTRACT OF ANY KIND BOUND BY THIRD PARTS THAT HAVE ANNOUNCED IN THIS PORT AS THESE RELATIONS ARE SEEN AS UNIQUELY, DIRECTLY AND EXCLUSIVELY BETWEEN THIRD PARTS**

c) The incompatibility and the dependencies or defects of any kind of services and contents of third parts.

The elimination of responsibility annoned will be used always when MEDIANIS does not have knowledge of the activity or the stored information is criminal or that it hurts goods or rights of third parts which have the right to receive indemnisation, or if it has, has acted with meant diligence to take away the data or make the access to them impossible

MEDIANIS reserves the right to make the modifications that they think are fortunate, able to modify, eliminate or include, unilaterally and without previous alert, new contents and/or services, as the way in which these are presented and located.

## TECHNICAL LINK DEVICES

The Port makes available for the users the technical devices for the link and search tools that permits the Users the access to websites run under other units (links).

The user admits and accepts that the using of the service and contents of the related websites will be under their exclusive risk and responsibility and liberates MEDIANIS of any responsibility considering MEDIANIS is not responsible for the accessibility or the information they send the users of their services,

The liberation of the assigned responsibility in the previous paragraphs will be the application in case that MEDIANIS does not have correct knowledge of the activity or the information that is sent is criminal or harms goods or rights of third parts receivable of indemnisation or, if they had so, act with diligence to eliminate the data and contents or make the access to them impossible.

## PROTECTION OF DATA OF PERSONAL CHARACTER

MEDIANIS wants to announce to the users of the site, and specially to their clients, their policy of respect for the treatment and protection of the personal data of all users that is gathered with the motive for the visualisation of the site or the using of the services of the same.

Data of personal character is defined as any numerical, alfabetical, graphical, fotografic, acoustic, or any other belonging to fysical persons that are identified or able to identify.

MEDIANIS will modify the present privacy policy whenever it is necessary to adapt it according to any legal change, reglamentary or with the aim to adapt this policy into the instructions written by Agencia de Protección de Datos. In this way, MEDIANIS recommends their users the regulary reading of these policies so that the users will be updated with any changes made to this document.

The collection of private data, the treatment and the posterior using are all under the current regulation in Spain about material on private data protection, established by the Ley Orgánica 15/1999, from 13<sup>th</sup> December, of Protección de Datos de Carácter Personal (forward on referred to as LOPD) and the complementary norms. MEDIANIS will only be responsible and guarantee the confidentiality and security for the personal data the user facilitates through this website, not taking any kind of responsibility concerning the responsibility for the treatments and post using of the personal data that can be used by third parts that offer services of the information society outside of this website.

By third part service providers of the information society it is understood that those physical or legal persons that provide the following services to their audience:

- a) Transmission by a communications network of the facilitated data by the final receiver
- b) Access services to the cited network
- c) Storing and handling services of data
- d) Handling of contents or information
- e) Service of storing a temporary copy of the data wanted by the users
- f) Providing access to links of contents or instruments for searching

#### When is personal data collected from the users of the website?

MEDIANIS informs their users that the data collection of personal data is made through the filling up of the registration forms on the site.

MEDIANIS informs their users of the website that the facultative and mandatory character of the total fulfillment of the mentioned forms will be previously alerted by MEDIANIS in the same.

If you do not wish that MEDIANIS uses your personal data we advise you not to fulfill the forms that exist on the web. In any case, MEDIANIS informs you that regarding the conditions in which the personal data is collected and the purposes for which they will be used, and the obligation to provide them or not, of the rights that assist the user, of the conditions in which they can be used, and of any other complementary information that turns out to be necessary.

By the treatment of personal data it is understood all those operations and technical procedures of automatic character or not, that allow the collection, saving, storing, elaboration, modification, blocking or cancellation, as well as the ceasing of data sprung from communications, questions, intercommunications and transfers.

#### Purpose

The personal data available through the forms that exists on the site will be treated by MEDIANIS with the following purposes and by petition of the consented, informed and, in that case, expressed, from the user in which cases it will be necessary:

## COMPLETE THE PURPOSE

### Rights that assist the user as the owner of the personal data

MEDIANIS informs their users of the rights that assist them in the LOPD. The user can in any moment know which data has been used and treated by MEDIANIS about their person; correct the information that seems uncorrect, cancel that data and oppose their treatment, limiting this last right to the cases in which it will not be necessary to have a consentment for the treatment of the data, at all times when there is no law that claims the contrary, and when there are funded and legal motives related to a special personal situation, or when the treatment of the personal data is made with commercial purposes or intentions.

The using of these rights from the users side should be made by making a written communication, together with a fotocopy of the National Identification Document or other document that strengthens the identity of the user, to the following adress:

MEDIANIS S.L

C./ Pescador, 1 35219 Telde- Las Palmas Gran Canaria

The communication will have the following information:

- a) First- and Surname of the user
- b) Petition in which the subject is explained
- c) Adress for notifications, date and users signature
- d) Valid documents depending on the petition if so required.

MEDIANIS informs their users that the using of these rights is strictly personal, for which only the user him/herself can use these rights about the personal data that one is the owner of. However, and in cases where it is excepcionally admitted, the authorized respresenter of the user can use their rights that assist him/her in the exposed terms, always when the mentioned communication is attached with the correct documentation of the representation.

MEDIANIS informs that the using of the cited rights by third part that is not legally authorized by the user, could imply an act of crime by the discovering and revelation of the secrets established in the second part in article 197 in the Código Penal, penalized with prision from one to four years and a fee from twelve to twentyfour months; without prejudice of other consequences of any other civil actions or administrative to which both the legitimate user and owner of the personal data has right to aswell as MEDIANIS.

Without prejudice from the previously exposed, the opposition or the revocation of the consentment from the user of sending commercial communications or promotions by e-mail or another way of equivalent electronical communication

will be available through the simple and costless mediums, having informed the user conveniently that the capturing of their e-mail has been for this specific purpose. However, the user can at any time recall the consentment for receiving commercial communications by sending a notification to MEDIANIS to the following address:

MEDIANIS S.L.

Autopista Las Palmas- Gando, Km. 12. 35219 Telde- Las Palmas Gran Canaria

[anuncios@MEDIANIS.com](mailto:anuncios@MEDIANIS.com)

### Security measures

MEDIANIS guarantees the adoption of the security measures established by the article 9 of the Ley Orgánica 15/1999, in Protección de Datos de Carácter Personal and their norms under development.

These measures will be the adequate ones for guaranteeing the security of the personal data and avoid their alteration, loss, treatment or unauthorized access, taking into account the state of the technology, the nature of the stored data and the risks that they are exposed to, if it is originated from human action or by physical or natural way.

MEDIANIS will not register personal data in files that do not fulfill the conditions that are determined by rules with respect to your integrity and security, nor in the centres for treatments, offices, equipments, systems and programs.

In the case that third part companies have access to the users personal data with the purpose to offer a service from MEDIANIS, then MEDIANIS guarantees their users that in the contracts with third part companies for the letting of their services, the security measures are clearly stipulated for these companies that they are obligated to adopt in the nature of the data that they access and according to the established by the LOPD and their development norms.

## 2. DURATION AND TERMINATION

The access, the content and the offered services through the site have, in principle, an indefinite duration. MEDIANIS, however, is authorized to close or delete the access, services and/or the contents of the same at any time and without having to notify beforehand, without prejudice of what would have been disposed considering these General Conditions or, in that case, Particular Conditions that regulate the determined use of the service and/or content destined to the clients of MEDIANIS.

## 3. APPLICABLE LEGISLATION AND .....

All the questions related to the Port are according to Spanish law and under the jurisdiction of the Juzgados and Tribunales of Spain.

## SPECIAL CONDITIONS FOR CONTRACTING THE SERVICE OF INTRODUCING ADS IN THIS PORT.

### **1. Special Conditions for Contracting.**

1.1 The present special condition (from here on forward **conditions**) have the objective to establish the conditions, rights and obligations for the parts in relation to the service for inserting ads offered by MEDIANIS in this Port and all without prejudice of the application to the same contracting of the general conditions for using the present Port, in all aspects that are not contradictory for the present conditions that will have preference in application.

The pricelist for using the services on MEDIANIS is published on the webpage <http://anuncios.MEDIANIS.com>.

MEDIANIS reserves the right to change and increase the user c o n d i t i o n s hereby quoted aswell as change the pricelist at any time.

1.2 The using and contracting of the service by the user implies automatically the accepting of the present conditions (special aswell as general) in a way so that the relationship between the user and MEDIANIS is defined by the writing in these documents.

1.3 The objective of the service that is reffered to in the present conditions consists of the insertion of ads on the Port owned by MEDIANIS.

Even so the ad will be published automatically in other ports applied to MEDIANIS using the platform of MEDIANIS, but another commercial name, for example ventajaanuncios.com.

### **2. Steps for accessing the service**

2.1 The insertion of ads in the Port reqieres the presentation of, online, of a form which is found in the website <http://www.MEDIANIS.com>. Through this form the user is introduced on the site. The mandatory fields that must be filled in the form are perfectly identifiable.

2.2 Once this form is filled in and sent to MEDIANIS online, an e-mail will be sent to the user that confirms him/her as a user.

2.3 Once the user is confirmed as an advertiser, he/she can at any time, inset ads, renew or modify the ads, eliminate ads... and all this through the identification number of the advertiser and his/her password. MEDIANIS is not obliged to previously revise the content in the ads, and can for that reason erase

any ad at any time.

All the same, MEDIANIS reserves the faculty to reject the insertion of any ad with a justified cause.

#### 2.4 Writing norms for publishing Ads.

In order to homogenize and classify the users published ads, it is necessary to establish a series of norms for the content relating to the same:

1. The text limit is 50 characters for the title and 200 characters for the ad, and cannot be trespassed in any case by the advertiser.
2. The title of the ad has to describe the product clearly. It is not permitted to use undecipherable or unnecessary words in the ad or in definite any expression that could constitute any type of misleading advertising, such as “the best apartment on the market”. Also, the using of exclamationmarks or abreviations or any kind of unnecessary sign which is not part of the name or brand of the advertised is not permitted.

The ad must contain a clear and concise format of the essential elements of the judicial elements that are on offer, specifying all the economical conditions.

If the product or service that is offered is submitted to any kind of authorization requisite (licenses, authorizations, permits...) it should be specified that the advertiser has them in his/her possession and that they are valid.

3. It is not permitted to publish more than one article concerning the same product.
4. The categories established by MEDIANIS must be respected when classifying ads, it is not possible to insert an ad in several different categories nor publish ads with several articles that can be classified in different categories.
5. It is not permitted, nor will ads be published if they do not comply with the categories already established by MEDIANIS meaning products with the following ones without limiting character: medicines, underwear, weapons, illegal copies of products like software, watches, underwear, accessories, perfumes, pornography, contact ads... and in general any ad with criminal content. For that purpose and for avoiding confusions for users, when publishing ads with products that have the characteristics of intellectual property such as movies, computer programs, books...the advertiser should confirm that they are originals and that they are responsible for their authenticity.
6. If pictures are inserted into the ad, these will have to be connected with the advertised product and should have a minimum quality of 400 px width and 300 px height.

7. Ads will not be published with links to other ports, even if the same include additional information about the advertised product or service, nor photographs with URL (internet directions) nor telephone numbers with additional fees (as 803...)

8. The publishing of ads in certain categories is subject to the following additional conditions:

**a) Car ads**

1. The advertiser should indicate if the car has been registered in Spain or is it is not, then if it has the valid permits for using it on Spanish territory. Otherwise it is not permitted to publish ads with cars without the necessary permits for using it on Spanish territory.

2. It is mandatory to state the following in the as: brand, model, year/registration, colour, km, extras and price of the vehicle... and it is permitted to include the name of the cardealer or professional that is advertising.

**b) Animal ads**

1. It is only permitted to advertise pets, the ad will not be published or will be eliminated if detected, ads that refer to exotic animals, protected species, dangerous animals or potentially dangerous for the health of people, animals that have not been authorized by the corresponding administrative authorities...

2. It is not permitted to publish ads with animals/puppies that are too young. The advertised cats should be older than 6 weeks and the dogs should be older than 8 weeks. If they have not yet reached that age, it is possible to advertise before that and to clearly indicate that they will not be sold or delivered before they have been alive for that long.

**c) Ads in the Real Estate Sector.**

It is only permitted to announce one real estate per ad and it is necessary to identify it for its physical situation as well as the conservation state, number of bedrooms, price...

**3. Responsibility limitations**

The responsibility limitations established in the general conditions are applied in the same way for the insertion service of ads in the way that MEDIANIS does not guarantee in any way and will therefore not give compensation to the Advertiser for the impossibility- whatever the reason- of inserting ads in the Port.

#### **4. Rights and obligations of the advertiser**

4.1 The advertiser, is responsible for and guarantees to MEDIANIS and to third parts that the contents in the ad and any other material provided by the advertiser that the users of the Port can access through an ad, is in accordance with current legislation and, specially, the protection of consumers and users.

4.2 In the same way the advertiser is the only responsible for compromising with the advertised and for any consequence that might occur from the connections with third parts with relation to the products or services on offer.

**MEDIANIS IS IN NO CASE RESPONSIBLE FOR INCOMPLETE COMPROMISE OR BREAKING OF CONTRACT OR EXTRACTIONAL OF ANY NATURE THAT HAS BEEN PURCHASED BY THIRD PARTS THAT HAVE ADVERTISED ON THIS PORT AS THESE RELATIONSHIPS ARE FORMED UNIQUELY, DIRECTLY AND EXCLUSIVELY BETWEEN THIRD PARTS.**

Considering the above mentioned, the advertiser is obliged to maintain MEDIANIS undamaged from any fees, costs (including lawyers and attorneys, although their intervention is not precepted) or compensations that would be given to third parts relating the contents of the ads inserted by advertisers.