

1. GENERAL INFORMATION

These General Conditions regulate the use (including mere access) and operation of the sharkattackshop.com website.

In compliance with the provisions of Law 34/2002, of July 11, 2002, on Information Society Services and Electronic Commerce, the website sharkattackshop.com is owned by ATP TAKE SERVIX, S.L. (hereinafter SHARK ATTACK), registered in the Mercantile Registry of Madrid, Volume 27218, Folio 111, Sec. 8, Sheet M-490377, with address for notification purposes at C/ Alcalde López Casero 20 - 3º Dcha, 28027 Madrid, NIF B85753101 and email info@sharkattackshop.com

2. ACCEPTANCE OF THE TERMS OF USE

The use of this web site attributes to the navigator the condition of User of the site, which implies adherence to the present General Conditions in the version published at the time of accessing the site. Therefore, SHARK ATTACK recommends the User to read them carefully each time he/she accesses the website.

Consequently, it is the responsibility of all visitors and/or Users to carefully read these General Conditions of Use in force each time they access this Web site, so if they do not agree with any of the conditions set forth herein, they should refrain from using this Web site.

SHARK ATTACK may alter at any time and without prior notice to the user, the design, presentation and/or configuration of the Web site, as well as some or all of the Contents, and modify the general conditions and/or particular conditions required to use the same.

3. USE OF SITE

The User is aware and voluntarily and expressly accepts that the use of the site sharkattackshop.com is in any case under his sole and exclusive responsibility.

In using the sharkattackshop.com site, the User undertakes not to engage in any conduct that could damage the image, interests and rights of SHARK ATTACK or third parties or that could damage, render useless or overload the site, or that could prevent, in any way, the normal use of the site.

The Contents of the site sharkattackshop.com are made available to the User with information from both own and third party sources.

The inclusion of Contents in the site sharkattackshop.com does not constitute in any way the provision of a service. The User acknowledges that, insofar as the application of the law to specific cases is not automatic, but may vary depending on a wide variety of circumstances. Therefore, SHARK ATTACK advises the User not to make decisions based on the information contained in the Contents without obtaining appropriate professional advice.

SHARK ATTACK will not be responsible for the use that third parties make of the information published in the portal, nor for the damages suffered or economic losses that, directly or indirectly, produce or may produce economic, material or data damages, caused by the use of said information.

4. INDUSTRIAL AND INTELLECTUAL PROPERTY

The User acknowledges and accepts through these General Conditions that all industrial and intellectual property rights over the contents and/or any other elements inserted in this website (including, without limitation, trademarks, logos, commercial names, texts, images, graphics, designs, sounds, databases, software, flow charts, presentation, "look-and-feel", audio and video), are the exclusive property of SHARK ATTACK and/or third parties, who have the exclusive right to use them in the course of business.

Under no circumstances does access to the Web site imply any kind of waiver, transmission, license or total or partial transfer of such rights, unless otherwise expressly stated. These General Conditions of Use of the Website do not grant Users any other right of use, alteration, exploitation, reproduction, distribution or public communication of the Website and/or its Contents other than those expressly provided herein. Any other use or exploitation of any rights shall be subject to the prior and express authorization specifically granted for that purpose by ATP TAKE SERVIX, S.L. or the third party owner of the rights affected.

Claims that may be filed by Users or third parties in relation to possible breaches of intellectual or industrial property rights on any of the contents of this Web site should be sent to the following e-mail address info@sharkattackshop.com with the following information:

- 1.-Name and surname, postal address and e-mail address of the affected party or, if applicable, of the person authorized to act on his/her behalf, indicating the title by virtue of which he/she holds the representation (hereinafter, the claimant).
- 2.-Declaration by the claimant stating that he/she is the owner of the allegedly infringed rights, including his/her signature, physical or digital.
- 3.- Precise description of the contents protected by the intellectual property rights allegedly infringed, as well as their exact location within the Web site.

Express declaration by the claimant that the use of the contents has been made without the consent of the owner of the allegedly infringed rights.

4.1 Domain names

In the same sense as referred to in the previous section, the domain name sharkattackshop.com and all those that serve to directly access the present site are the exclusive property of SHARK ATTACK. The improper use of the same in the economic traffic would be an infringement of the rights conferred by its registration and will be prosecuted by the means foreseen in the legal regulations.

4.2 Copyrights

The contents, texts, photographs, designs, logos, images, sounds, videos, animations, recordings, computer programs, source codes and, in general, any intellectual creation existing in this site, as well as the site itself as a whole, as a multimedia artistic work, are protected as copyrights by the legislation on intellectual property.

4.3 Personal use

SHARK ATTACK authorizes the Users to use, visualize, obtain a temporary copy, download and store the contents and/or elements inserted in the website exclusively for their personal, private and non-profit use; provided that in all cases the origin and/or author of the same is indicated and that, if applicable, the copyright symbol and/or industrial property notes of their owners appear.

The use of such elements, their reproduction, communication and/or distribution for commercial or lucrative purposes, as well as their modification, alteration or decompilation is strictly prohibited.

For any use other than those expressly permitted, it will be necessary to obtain the prior written consent of the owner of the rights in question.

4.4 Reserve of shares

The User of this Web site undertakes to respect the aforementioned rights and to avoid any action that could harm them, and SHARK ATTACK reserves the right to exercise any legal means or actions that may correspond to it in defense of its legitimate intellectual and industrial property rights.

5. DISCLAIMER OF WARRANTIES AND LIABILITY

5.1 Disclaimer of warranties and liability for the operation of the Portal

SHARK ATTACK does not guarantee the availability and continuity of the functioning of the website. Likewise, SHARK ATTACK will in no case be responsible for any damages that may derive from:

1. Lack of availability or accessibility of the Web site;
2. Interruption in the operation of the Web site or computer failures, telephone breakdowns, disconnections, delays or blockages caused by deficiencies or overloads in the telephone lines, in the Internet system or in other electronic systems produced in the course of its operation;
3. The lack of suitability of the Website for the specific needs of Users and;
4. Other damages that may be caused by third parties through unauthorized intrusions beyond the control of SHARK ATTACK.

SHARK ATTACK does not guarantee the absence of viruses or other elements in the website introduced by third parties external to SHARK ATTACK that may cause alterations in the physical or logical systems of the Users or in the electronic documents and files stored in their systems.

SHARK ATTACK adopts various protective measures to protect the website and its contents against computer attacks by third parties. Nevertheless, SHARK ATTACK does not guarantee that unauthorized third parties cannot have access to the type of use of the web site made by the User or the conditions, characteristics and circumstances in which such use is made. Consequently, SHARK ATTACK will in no case be responsible for any damages that may arise from such unauthorized access.

5.2 Exclusion of guarantees and liability for the use of the Portal, services and contents by Users.

SHARK ATTACK will not be responsible in any case for the use that Users and/or third parties may make of the website or its contents, nor for any damages that may derive from the same.

SHARK ATTACK excludes any responsibility for damages of any nature that may be due to the use of the services and contents by the Users or that may be due to the lack of veracity, validity, exhaustiveness and/or authenticity of the information that the Users provide about themselves and in particular, although not exclusively, for damages of any nature that may be due to the impersonation of a third party by a User in any type of communication carried out through the portal.

5.3 Exclusion of warranties and liability for Contents

SHARK ATTACK shall in no case be liable for any damages that may arise from:

1. Damages of any kind that may be due to the lack of legality, reliability, usefulness, truthfulness, accuracy, completeness and timeliness of the contents.
2. The unsuitability for any purpose and the disappointment of the expectations generated by the Contents.

6. PERSONAL DATA

By the mere fact of visiting the website sharkattackshop.com no personal data identifying a User is automatically recorded. However, there is certain information of a non-personal nature and not identifiable with a specific User that may be collected and stored in SHARK ATTACK's Internet servers (for example, type of User's Internet browser and User's operating system) in order to improve the User's navigation and the management of the sharkattackshop.com site.

SHARK ATTACK may require from the User certain personal data for the use of certain content or services, complying at all times with EU Regulation 2016/679 and Organic Law 3/2018 of December 5 on the protection of personal data and guarantee of digital rights.

7. MODIFICATION AND TERMINATION OF SERVICES

The duration of this site is, in principle, indefinite, however SHARK ATTACK reserves the right to modify, suspend or terminate the provision of its services, at any time and without prior notice, as well as the present General Conditions.

8. APPLICABLE LAW AND JURISDICTION

The present General Conditions of Use are governed by the Spanish Laws. Any controversy in relation to the Web site of sharkattackshop.com will be substantiated before the Spanish jurisdiction, submitting the parts to the Courts and Courts of the city of Madrid, and its hierarchical superiors, with express resignation to other jurisdictions if they had it and were different from the outlined ones.

The easiest and most effective way to request any clarification, or to make any type of complaint, suggestion or comment, is by sending an e-mail to info@sharkattackshop.com.

By accessing and using this Web site, you agree to be bound by these Terms and Conditions.

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