General User Conditions and Legal warning

MADRID DESTINO CULTURA TURISMO Y NEGOCIO. (hereinafter MADRID DESTINO), whose Tax Identification Number is (CIF) A-84073105 and whose legal address is Madrid, Calle Conde Duque, 9-11, 2ª planta, 28015, provide all citizens, visitors and companies in the municipality of Madrid with access to the esMADRID.com website, under the terms established herein.

ONE.- DEFINITION OF USER

Anyone who has access to and/or makes use of esMADRID.com becomes a user thereof, and thereafter accepts without reservations the present General Conditions, notwithstanding the Specific Conditions that MADRID V&CB may establish for registered users of the latter, or to regulate certain services and/or content.

Where the user is a minor, he/she must receive permission from his/her parents, guardians or legal representatives beforehand. The latter shall be held responsible for all intents and purposes for any action taken on behalf of the minors under their charge.

TWO.- USER OBLIGATIONS

The user undertakes to use esMADRID.com in accordance with legislation in force, good faith, public order and generally accepted habits and customs.

Likewise, the user undertakes not to use esMADRID.com. for illegal purposes or to the detriment of the rights and/or interests of MADRID DESTINO, the City Council of Madrid and/or third parties, and not to cause damages or prevent the normal operation of esMADRID.com.

THREE.- USER'S LIABILITY

The use that the user makes of esMADRID.com. shall be the sole and exclusive responsibility of the latter, and he/she shall hold MADRID DESTINO and/or the City Council of Madrid harmless for any damages and/or loss that a breach of the present General Conditions on the user's part may cause to the user him/herself or to third parties.

Likewise, MADRID DESTINO reserves the right to deny access to and/or use of esMADRID.com. or any of its content and/or services for users who have breached the present General Conditions. MADRID V&CB shall follow up the non-fulfilment of the present conditions and any improper use of the website, exercising any civil and penal action applicable by law.

FOUR.- MADRID DESTINO'S LIABILITY

MADRID DESTINO renders the services to which the present conditions refer free-of-charge. Notwithstanding the foregoing, it may set a price for certain services or products that it provides, giving information about this in the relevant sections.

MADRID DESTINO is not held liable for damages and/or loss of any kind caused to the user or a third party due to:

- § (i) lack of availability, maintenance or proper operation of esMADRID.com., its services or content;
- § (ii) lack of usefulness, authenticity, suitability or validity of esMADRID.com., its services or content to meet the user's needs or expectations;
- § (iii) access by a third party, in violation of the security measures established by MADRID DESTINO, to esMADRID.com., its content or services in order to send a virus or to process the data stored by MADRID DESTINO for unauthorised purposes;
- § (iv) or, in general, any use of esMADRID.com., its services and/or content made by the user or a third party in breach of the Conditions of access to and use thereof established by MADRID DESTINO.

FIVE.- THIRD PARTY DISCLAIMER. ADVERTS AND LINKS

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Consequently, MADRID DESTINO assumes no direct or indirect liability or responsibility whatsoever with respect to the legitimacy, veracity, use, quality or reliability of contents and services not directly managed or controlled by MADRID DESTINO**,** even when these can be accessed via esMADRID.com. Users accept that MADRID DESTINO shall not be liable for any damages caused in connection with negotiations, conversations and contractual or extra-contractual relations with the advertisers or third parties -legal entities or individuals- contacted via the Portal**.**

SIX.- INTELLECTUAL AND INDUSTRIAL PROPERTY

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The user undertakes to respect every intellectual and industrial property right of said website. He/she may view the elements on the website and even print them, copy them and save them to his/her computer’s hard drive or to any other physical means provided that they are used solely and exclusively for his/her personal and private purposes. Thus, any transformation, distribution, public disclosure, making available or any other form or exploitation, as well as modification, alteration or decompilation, thereof is strictly prohibited. The user must abstain from deleting, altering, bypassing or manipulating any protection device or security system installed on the esMADRID.com website pages.

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