

Legal Notice

Ownership

<http://www.deruyperfumes.com/>, <http://www.deruy.com/> y <http://www.deruyperfumes.es> are Internet domains owned by DE RUY PERFUMES S.A.U. with Tax ID ("NIF"): A29596624 and address at Carretera de la Esclusa, Polígono Zal 2.1 41011 Sevilla. Registered in the Mercantile Registry of Seville; Sheet SE-41060 Volume 3097 Folio 5 (hereinafter the Owner)

De Ruy Perfumes is a company that manufactures perfumes and cosmetics.

General Conditions of Use.

1. Acceptance and availability of the General Conditions of Use

By accessing the Website, the User declares that he/she has read and accepts these Conditions. In any case, the General Conditions of Use contained herein are mandatory and binding; any person who does not accept these conditions must abstain from using the Website and/or the services promoted by the Owner, through the same. These General Conditions of Use do not create any partnership, mandate, franchise or employment contract between the Owner and the Users.

The present conditions regulate the use of this Website, which the Owner makes available to the people who access it in order to provide them with information about products and services of his own and/or third-party collaborators.

2. Applicable rules

This Legal Notice is subject to the provisions of Organic Law 15/1999, of 13 December, on the Protection of Personal Data, its Implementing Regulation, RD 1720/07, Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), Law 34/2002 of 11 July, on Information Society Services and Electronic Commerce, Royal Decree-Law 13/2012 of 30 March, transposing directives on the internal electricity and gas markets and on electronic communications, and adopting measures to correct discrepancies between the costs and revenues of the electricity and gas sectors, as well as any subsequent regulations that modify or develop them.

Both access to the website owned by the Owner and the use that may be made of the information and content included therein, will be the sole responsibility of the person who makes it. The conditions of access to the Website will be subject to the law and the principles of good faith and lawful use by the User of the same, being generally prohibited any type of action to the detriment of the Owner. Any use of the Website for illegal or unauthorized purposes is strictly prohibited.

3. Modification of the General Conditions of Use

The Owner reserves the right to modify, at any time, the presentation and configuration of the Website, as well as these General Conditions of Use. Therefore, the Owner recommends that the User reads them carefully each time he or she accesses the Website. They will always have the General Conditions of Use in a visible place, freely accessible for any queries the user may have.

4. Description of services

<http://www.deruyperfumes.com/>, <http://www.deruy.com/> y <http://www.deruyperfumes.es> are Websites of the Owner and serve as an information tool for the products offered.

5. Termination

The Owner reserves the right to interrupt or cancel the Website or any of the services on it, at any time and without prior notice, for technical or other reasons, and may unilaterally modify both the conditions of access and all or part of the contents included therein without prejudice to the rights acquired at that time.

6. Responsibilities

The links contained in the Website may lead to third party websites. The Owner assumes no responsibility for the content, information or services that may appear on such websites, which will be exclusively informative and in no case imply any relationship between the Owner and the persons or entities owning such content or owners of the Websites where they are located.

The Owner is not responsible under any circumstances for any damage that may be caused by Users to this Website, or any other, by the illegal or improper use of it, or the content and information accessible or provided through it.

The Owner will not be liable for infringements by users of its Website that affect third parties.

The Owner does not guarantee the reliability, availability or continuity of its Website or the Services, so the use of the same by the user is carried out at their own risk, and the Owner may not be held responsible under any circumstances.

The Owner shall not be liable in the event of interruptions in the services, delays, malfunctions and, in general, other inconveniences arising from causes beyond the Owner's control, and/or due to wilful misconduct or negligence on the part of the user and/or caused by acts of God or force majeure. Without prejudice to the provisions of article 1105 of the Civil Code, the concept of force majeure also includes, for the purposes of these General Conditions of Use, all events beyond the control of the Owner, such as: failure of third parties, operators or service companies, acts of government, lack of access to networks of third parties, acts or omissions of public authorities, others caused by natural phenomena, power cuts, etc., and the attack of hackers or third parties specialized in the security or integrity of the computer system, provided that the Owner has adopted reasonable security measures in accordance with the state of the art. In any case, whatever its cause, the Owner shall not assume any liability whatsoever for direct or indirect damages, consequential damages and/or lost profits.

The Owner will make all efforts to update and rectify any information stored on its Website that does not comply with the minimum guarantees of truthfulness. Nevertheless, the Owner hereby informs that there may be any type of unintentional error and the User is free to verify the content.

The Owner may not be held responsible for the use of this Website by third parties or references to it that may exist on third party websites.

7. Indemnification

The Users will keep the Owner free from any claim or demand from third parties related to the activities promoted within the Website or for the breach of the General Conditions of Use and other policies that are understood to be incorporated into this document, or for the violation of any laws or rights of third parties.

8. Nullity and ineffectiveness of the Clauses

If any clause included in these General Conditions of Use is declared totally or partially null and void or ineffective, such nullity or inefficiency shall affect only that provision or part thereof which is null and void or ineffective, and the General Conditions of Use shall survive in all other respects, and such provision or part thereof shall be deemed null and avoid or ineffective.

9. Notifications

All notifications, requirements, requests and other communications to be made by the parties in relation to these General Conditions of Use must be made in writing and shall be deemed to have been duly made when they have

been delivered by hand or sent by ordinary mail to the address of the other party or to the e-mail address of the latter, or to any other address or e-mail address that each party may indicate to the other for this purpose.

10. Intellectual and Industrial Property

The intellectual property rights of this Website, its source code, design, navigation structures and the different elements contained therein are the exclusive property of the Owner who is entitled to exercise the rights of exploitation of the same in any form and, in particular, the rights of reproduction, distribution, public communication and transformation, in accordance with the applicable Spanish and European Union legislation.

The total or partial reproduction of the contents of this Website without the express written consent of the Owner is strictly prohibited. Unauthorized use of this content by any other person or company will give rise to the legally established responsibilities.

The Owner shall market the products under the Registered Trademarks and with their own individual distinctive signs and shall be the rightful owner of the Registered Trademarks and of the material for the promotion of the product.

Any kind of exploitation is prohibited, including any type of reproduction, distribution, transfer to third parties, public communication and transformation, through any type of support and medium, of the aforementioned works, creations and distinctive signs without the prior and express authorization of their respective owners. Failure to comply with this prohibition may constitute an infringement punishable by law.

It is prohibited, except in cases expressly authorized by the Owner to present this Website or the information contained therein under frames, distinctive signs, trademarks or corporate or commercial names of another person, company or entity expressly including the photographic content that is considered the exclusive property of the Owner.

Breach of any of the aforementioned rights may constitute a breach of these General Conditions of Use, as well as an offence punishable under articles 270 et seq. of the Criminal Code.

11. Jurisdiction

For any questions that may arise regarding the interpretation, application and compliance of this Legal Notice, as well as any claims that may arise from its use, all the parties involved shall submit themselves to the corresponding Judges and Courts according to their jurisdiction.

Privacy Policy

The Owner undertakes to comply with the regulations on the Protection of Personal Data and to respect the privacy of Users. The objective is to offer the best service to the User and for this purpose it is necessary to have certain data.

In accordance with the provisions of Organic Law 15/1999, of 13 December, on the Protection of Personal Data, its Implementing Regulation RD 1720/07 and Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), we inform you that the personal data you provide through this Website or by sending emails, or any other type of communication will be treated by the Owner in their capacity as Data Controller.

The user may exercise their rights of access, rectification, cancellation and opposition by regular mail, enclosing a copy of the document certifying their identity, to the following address: Carretera de la Esclusa, Polígono Zal 2.1, 41011 Sevilla.

1. Access and rectification of personal data

The User undertakes to provide accurate information regarding his/her personal data, and to keep the data provided to the Owner always up to date. The User will be held responsible, in any case, for the truthfulness of the data provided, and the Owner reserves the right to exclude from the services any User who has provided false data, without prejudice to any other actions that may be applicable in law. The data provided by the User will be presumed correct, so that, in the event of erroneous sending of their data by the User, the Owner hereby waves any liability in the event of the incorrect execution or non-execution of the shipment, as well as the incorrect completion of the necessary administrative procedures.

2. Communication of personal data

In relation to the management of the services, the data of the Users may be processed by companies that provide the Owner with various services, including, among others, sending, courier, accounting, consultancy, computer maintenance, or any other service that, due to its status as Data Controller, is indispensable or unavoidable for them to access or process this data. This treatment will not be considered in any case as a transfer of data rights.

The Owner will not transfer your data to third parties under any circumstances.

3. Confidentiality

In addition, information of any kind that the parties exchange with each other, information that the parties agree is of such a nature, or information that is simply related to the content of such information, shall also be treated as confidential. The visualization of data through the Internet will not imply direct access to it, except with the express consent of the owner for each specific occasion.

Cookies policy

1. Definition and functions of cookies.

A cookie is a file that is downloaded to the User's computer when accessing certain websites. Cookies allow the website, among other things, to store and retrieve information about the User's browsing habits or that of his or her computer and, depending on the information they contain and the way in which he or she uses your computer, may be used to recognize the User.

2. Types of cookies that may be used by this Website.

- **Own Cookies:** Cookies that are sent to the User's terminal equipment from a computer or domain managed by the Owner and from which the service requested by the User is provided.
- **Third party cookies:** These are those that are sent to the User's terminal equipment from a computer or domain that is not managed by the Owner, but by another entity that processes the data obtained through cookies.
- **Session Cookies:** A type of cookie designed to collect and store data while the User is accessing a website.
- **Persistent Cookies:** These are a type of cookie in which the data is still stored in the terminal and can be accessed and processed for a period defined by the person responsible for the cookie, which can range from a few minutes to several years.

• **Analysis Cookies:** These are those that, when properly treated by the Owner or by third parties, allow the number of Users to be quantified and thus allow the measurement and statistical analysis of the use made by the Users of the service offered to them. To this end, we analyse your navigation in order to improve the range of products or services offered.

• **Advertising Cookies:** These are those that allow the management, in the most efficient way possible, of the advertising spaces that, where appropriate, the Owner has included in the Website, application or platform from which the requested service is provided based on criteria such as the edited content or the frequency with which the ads are displayed.

• **Behavioural advertising cookies:** These are those that allow the management, in the most effective way possible, of the advertising spaces that, where appropriate, the Owner has included in the Website, application or platform from which the requested service is provided. These cookies store information on the behaviour of the Users obtained through the continuous observation of their browsing habits, which allows them to develop a specific profile to display advertising based on it. It is also possible that when you visit a website or open an email where an advertisement or promotion is published about the products or services offered, a cookie may be installed in your browser to subsequently display advertising related to the search that has been made, develop control of the related ads, for example, the number of times they are viewed, where they are shown, at what time they are viewed, etc.

3. Revocation and deletion of cookies.

The User may allow, block or delete the cookies installed on the computer by configuring the options of the browser installed, in the event that it does not allow the installation of cookies on your browser you may not be able to access any of the sections of the Website. Information on how to set cookies according to the browser used can be found in the following links (links valid at the time of editing this text)

For more information on how to block the use of cookies in **Explorer** <http://windows.microsoft.com/es-es/windows7/how-to-manage-cookies-in-internet-explorer-9>

For more information on how to block the use of cookies in **Chrome** <http://support.google.com/chrome/bin/answer.py?hl=es&answer=95647>

For more information on how to block the use of cookies in **Firefox** <http://support.mozilla.org/es/kb/habilita-y-deshabilita-cookies-que-los-sitios-we>

For more information on how to block the use of cookies in **Safari** <http://support.apple.com/kb/ph5042>

For more information on how to block the use of cookies in **Android** <http://support.google.com/android/?hl=es>

For more information on how to block the use of cookies in **Windows Phone** <http://www.windowsphone.com/es-ES/how-to/wp7/web/changing-privacy-and-other-browser-settings>

The Owner is not responsible for the content and veracity of the privacy policies of third parties included in the links in this Legal Notice.

4. Third party service providers.

Specifically, the third parties with whom a service has been managed for which the use of cookies is necessary are:

Name of the	Purpose of the cookie	Description of the purpose of the	For more information about the use
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		cookie	
Google Analytics	Web Analytics	Statistics on Website visits	http://www.google.es/intl/es/analytics/

The Owner declines all responsibility for the content and accuracy of the information and privacy policies relating to third-party cookies.

The User may request more information on the use of cookies on this Website to info@deruy.com

This policy was last amended on April 17, 2018.

5. Web Analytics - Google Analytics

This Website may use Google Analytics, a web analytics tool provided by Google, Inc. whose registered office is at 1600 Amphitheatre Parkway, Mountain View (California), CA 94043, United States ("Google"). This tool allows the Owner to know the degree of involvement of Users with the Website, with the possibility of consulting various reports describing how Users interact with the Website in order to improve it. Google Analytics collects information anonymously, i.e. it reports on website trends without identifying its users.

Google Analytics uses "cookies", which are text files placed on your computer, to track your interactions with the Website. These cookies are used to store information such as the time of the visit, whether the User has been to the Website before, and at which website the User has been recommended to visit this Website. Browsers do not share source cookies from the same domain.

All computers and devices connected to the Internet are assigned a unique number known as an "Internet Protocol address" or "IP address." Because these numbers are often assigned by country, IP addresses are often used to identify the country, state, and city from which your computer is connected to the Internet. Google Analytics records the IP address of the Users visiting the Website so that the Owner can know from which place in the world you are visiting the Website. This method is called "IP geolocation". Google Analytics does not provide information about the actual IP address.

The Google Analytics Terms of Service prohibit the tracking or collection of personal information that identifies an individual (such as name, email address, billing information, and other associated data) through Google Analytics or the association of personal information with web analytics data.

The Owner can control what information Google may use and decide whether or not it wants Google to use this data through Google Analytics' data sharing options. The data is used to improve Google's products and services.

In order to give Users more options as regards how they can collect their data, the Google Analytics Browser Disablement Add-on has been developed. This add-on indicates to the Google Analytics JavaScript (ga.js) code that information about your visit to the website should not be sent to Google Analytics. However, it does not prevent information from being sent to the website itself or to other web analytics services. The User may refuse the processing of their data or information by rejecting the use of cookies by selecting the appropriate settings in your browser, however, the User should be aware that if you do so you may not be able to access the full functionality of this Website.

By using this Website the User consents to the processing of his/her data by Google and the Owner in the manner and for the purposes indicated above. For more information about this tool and Google's privacy policy, we recommend that Users visit the following link: <http://www.google.es/intl/es/policies/>