

## ***Marco Polo Import SL. Privacy Policy***

Your privacy is essential to Marco Polo Import SL. By providing your personal details to us, you signify your acceptance of our Privacy Policy. If you do not agree to this Privacy Policy, please do not provide your personal details to us, or please follow the instructions to correct, change or delete your personal information.

### **What Personal Information is collected and how?**

When you register with our website, we will ask you to provide us with your name, billing address, e-mail address, telephone number and/or credit card number and expiration date. We will keep all this information strictly confidential to prevent unauthorized use.

Marco Polo Import SL. also receives and may store certain information whenever you use our website.

### **How do we use your information?**

You have the opportunity to decide whether or not to receive communications from us at any point where we request information about you. This Privacy Policy is incorporated into, and part of, the Terms and Conditions, which govern your use of the site in general. We will use your information for the purposes set out below.

- a) We may use your personal information in order to communicate with you about our products and services. You will be able to choose whether or not to receive our communications when you first provide personal information to us or at any time thereafter (see "Opt out Instructions" below). The information may be used for internal marketing analysis, for example, to assess trends amongst our consumers or to measure the amount of traffic to our websites.
- b) Marco Polo Import SL. does not sell personal information (such as name, address, e-mail, credit card information...) to third parties. We will ask for your permission before we divulge your personal information to third parties who wish to send you marketing and promotional information that may be of interest to you. In such circumstances your personal information may be disclosed to these organizations that will agree to be bound by the terms of this Privacy Policy.
- c) We may transfer your personal information in connection with the services provided to a third party who agrees to be bound by this Privacy Policy.

### **Compliance**

We will keep your Personal Information stored securely and we will fully comply with all Data protection regulations and consumer legislation from time to time in force. You may be, from time to time, contacted for the above reasons by telephone, email and /or in writing. By agreeing to the terms of this Privacy Policy you confirm that you will not consider such actions as constituting a breach of your rights under the Privacy and Electronic Communications.

### **How may you change or remove your Personal Information?**

You may at any time review and change your Personal Information at our website. You may also at any time request that we permanently remove all Personal Information stored by us delivering notice requesting such removal to [info@marcopoloimport.net](mailto:info@marcopoloimport.net). Upon such request, we will remove all such information and will not thereafter use personally identifiable information about you in any way. Such request will immediately terminate our contract with you.

### **Privacy Policy Changes**

Marco Polo Import SL. reserves the right to change this Privacy Policy at any time. If we make a substantial change in the use of your personally identifiable information, we will notify accordingly. Your use of our website means that you accept the practices described in this Privacy Policy.

## ***Marco Polo Import SL. Terms & Conditions***

Welcome to Marco Polo Import SL. services (Marco Polo or MP). Users who access, download, use, purchase and/or subscribe to any of the services offered in our website (collectively "**You**" or "**Users**") must do so under the following terms and conditions of service.

BEFORE USING ANY MP SERVICES, PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS OF SERVICE, in addition to the Privacy Policy and all other applicable rules, policies and terms posted and/or circulated by MP. BY ACCESSING, DOWNLOADING, USING, PURCHASING AND/OR SUBSCRIBING TO THE MP SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS OF SERVICE, INCLUDING ANY FUTURE MODIFICATIONS TO THESE TERMS AND CONDITIONS OF SERVICE (COLLECTIVELY, THE "**AGREEMENT**"), WITHOUT LIMITATION OR QUALIFICATION. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN PLEASE CEASE USING THE MP SERVICES IMMEDIATELY.

THE AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND MP. You may receive a copy of this Agreement by emailing us at: [info@marcopoloimport.net](mailto:info@marcopoloimport.net).

### **1. Modification of this Agreement.**

We reserve the sole and absolute right, at our discretion, to change from time to time, modify, add, or remove portions of this Agreement (including the Guidelines) at any time by sending you an e-mail to the last e-mail address you provided to us (if any) and/or by prominently posting notice in the website of the changes on the MP Service. If MP makes material changes to these terms and conditions, MP will provide you with reasonable notice. Please check this Agreement (including the Guidelines) periodically for changes. It is your responsibility to check on a regular basis to determine whether the terms and conditions have been changed. If you do not agree to any change to the terms and conditions, then you must immediately stop using this service.

You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of receiving the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Your continued use of the MP Services after our dispatching of an e-mail notice to you (if applicable) or the posting of any modifications or changes on the MP Service constitutes your binding acceptance of such changes. For any material changes to this Agreement (including the Guidelines), you acknowledge and agree that any such amended or modified terms shall automatically be effective thirty (30) days after our dispatch of an e-mail notice to you (if applicable) or thirty (30) days after they are initially posted on the MP Services. These changes will be effective immediately for new Users of the MP Service.

## **2. Ownership; Proprietary rights.**

### **(a) Copyright:**

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## **3. Your account**

- 3.1 If you use MP Services, you are responsible for maintaining the confidentiality of your account and for restricting access to your computer(s);. MP reserves the right to refuse service, remove or edit content, or cancel any request in its sole and absolute discretion.
- 3.2 You cannot remove, circumvent, disable, damage or otherwise interfere with security-related features of the MP website, features that prevent or restrict use or copying of any content accessible through the MP website, or features that enforce limitations on use of the MP website;
- 3.3 You cannot post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights  
;
- 3.4 You cannot attempt to gain unauthorized access to the MP Services, or any part of it, other accounts, computer systems or networks connected to the MP website, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the MP Services or any activities conducted on the MP Service;

## **4. Usage.**

- 4.1 If you elect to register for an account with MP, you represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your MP account login information and are fully responsible for all activities that occur under your MP account. You agree to immediately notify MP of any unauthorized use, or suspected unauthorized use of your account or any other breach of security. MP cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.
- 4.2 If you provide MP any feedback or suggestions regarding the Site or Services ("Feedback"), you hereby assign to MP all rights in the Feedback and agree that MP shall have the right to use such Feedback and related information in any manner it deems appropriate. MP will treat any Feedback you provide to MP as non-confidential and non-proprietary. You agree that you will not submit to MP any information or ideas that you consider to be confidential or proprietary.

**5. Third-Party sites, products and Services; Links.**

- 5.1 The MP website may include links to other web sites or services ("Third Party Websites"). MP does not endorse any such linked sites or the information, material, products or services contained on other linked sites or accessible through other linked sites. Furthermore, MP makes no express or implied warranties with regard to the information, material, products or services that are contained on or accessible through linked sites. Access and use of linked sites, including information, material, products and services on linked sites or available through linked sites is solely at your own risk.
- 5.2 Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the MP websites are solely between you and such advertiser. You agree that MP shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the MP website.
- 5.3 Parties other than MP may provide services or sell products via the MP website. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or the content of their product and service offerings. MP does not assume any responsibility or liability for the actions, product, product guarantees, and content of all these and any other third parties. You should carefully review their privacy statements and other terms and conditions of use.

**6. Violations. Termination.**

MP may suspend or terminate your access to MP website at any time, for any reason or no reason, with or without notice. The termination will be effective the day in which notice is received or such later date specified in the notice. You will not be entitled to any compensation.

You agree that MP, in the good faith belief that you have violated any of the terms and conditions of this Agreement, may terminate any account you have with the MP Services or your use of the MP Services or any portion thereof, at any time. You agree that any termination of your access to the MP website may be effected without prior notice, and you agree that MP will not be liable to you or any third-party for any such termination. MP does not permit copyright infringing activities on the MP website and services provided, and reserves the right to terminate access to the MP Services, and remove all content submitted, by any persons who are found to be repeat infringers. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies MP may have at law or in equity.

Please refer to the relevant terms in this Agreement relating to limitation of liability. Your rights under this Agreement will automatically terminate if you fail to comply with any of the terms of this Agreement. In case of such termination, you must cease all use of the MP Service and MP website and MP will revoke your access to the same. MP's failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of its rights.

**7. Disclaimers; No warranties.**

- 7.1 YOUR USE OF THE MP SERVICE OR ACCESS TO THE WEBSITE AND THE INTERNET IS ENTIRELY AT YOUR OWN RISK. THE MP SERVICES [AND ANY THIRD-PARTY SOFTWARE, SERVICES, PRODUCTS OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE MP SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. MP AND ITS SUPPLIERS AND PARTNERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.
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**8. Indemnification; Hold harmless.**

You agree to indemnify, defend, and hold MP (and its affiliated companies, contractors, employees, agents, and suppliers and partners) harmless from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, brought by a third party arising out of or related to, (a) any violation of the rights of any other person or entity by you, (b) any breach or violation by you of this Agreement. MP reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

**9. Limitation of Liability.**

- 9.1 YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL MP, (OR ITS AFFILIATES, CONTRACTORS, CONSULTANTS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS) BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATED TO OR RESULTING FROM: (A) YOUR USE OR INABILITY TO USE THE MP SERVICES; (B) THE MP SERVICES GENERALLY (INCLUDING THE MP SOFTWARE) OR SYSTEMS THAT MAKE THE MP SERVICES AVAILABLE. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- 9.2 IN NO EVENT SHALL MP'S (OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR THIRD-PARTY PARTNERS OR SUPPLIERS) ASSUME TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE MP SERVICES WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), WARRANTY, OR OTHERWISE EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES OR PRODUCTS

DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF YOUR CLAIM.

- 9.3 APPLICABLE LAW IN YOUR STATE MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, YOU AGREE THAT MP'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR STATE.
- 9.4 MP shall have no liability for any matters which are outside of its reasonable control.
- 9.5 YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND MP, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND MP. MP WOULD NOT BE ABLE TO PROVIDE THE MP SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS AND DISCLAIMERS.

**10. Release.**

You hereby release and forever discharge MP (and our officers, employees, consultants, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to any third party site, products, services, and links included on or accessed through the MP website or Service.

**11. Jurisdiction**

The laws of Spain govern these conditions of use and you agree that the Spanish courts shall have exclusive jurisdiction in any dispute. To the extent that any part of these conditions of use is found to be invalid, unlawful or unenforceable by any court of competent jurisdiction such part shall to that extent be severed from the remaining terms all of which shall remain in full force and effect as permitted by law.

Should you have any further questions, please do not hesitate to contact us by writing to: Marco Polo Import SL. address Calle Balmes 19 (bajos) Sant Just Desvern, 08960 Barcelona, Spain.