

Terms and Conditions

Last updated on: 06/12/2024

1. Introduction

These Terms and Conditions apply to this website and transactions related to our products and services. You may be bound by additional agreements related to your relationship with us or any products or services you receive from us. If any provisions of the additional agreements conflict with these Terms, the provisions of the additional agreements will prevail.

2. Binding Agreement

By registering on, accessing, or otherwise using this website, you agree to be bound by these Terms and Conditions as outlined below. Simply using this website implies your knowledge and acceptance of these Terms. In certain specific cases, we may also require you to explicitly confirm your agreement.

3. Electronic Communication

By using this website or communicating with us electronically, you agree and acknowledge that we may communicate with you electronically on our website or via email and that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement, including the requirement that such communications be in writing.

4. Intellectual Property

We or our licensors own and control all copyright and other intellectual property rights on the website, as well as the data, information, and other resources displayed on or accessible through the website.

4.1 Creative Commons

The content on this website is available under a Creative Commons Attribution license unless otherwise specified.

5. Newsletter

You may forward our electronic newsletter to others who may be interested in visiting our website, subject to the above provisions.

6. Third-Party Property

Our website may include hyperlinks or references to third-party websites. We do not control or review the content of third-party websites accessed through our site. The products or services offered by third-party websites are subject to their respective Terms and Conditions. The opinions expressed or materials appearing on such websites are not necessarily shared or endorsed by us.

We will not be responsible for the privacy practices or the content of these sites. You assume all risks associated with using third-party websites and services. We accept no responsibility for any loss or damage resulting from your disclosure of personal information to third parties.

7. Responsible Use

By visiting our website, you agree to use it only for the intended purposes and as permitted by these Terms, any additional agreements with us, and applicable laws, regulations, and generally accepted online

practices and industry guidelines. You must not use our website or services to publish or distribute material that includes or is linked to malicious software; to use data collected from our website for direct marketing activities; or to engage in any systematic or automated data collection activities on or related to our website.

Any activity that causes or may cause harm to the website or interferes with its performance, availability, or accessibility is strictly prohibited.

8. Registration

You may register for an account on our website. During this process, you may be required to choose a password. You are responsible for maintaining the confidentiality of passwords and account information and agree not to share your passwords, account details, or secure access to our website or services with any other person. You must notify us immediately if you become aware of any unauthorized use of your password.

Upon account termination, you will not attempt to register a new account without our permission.

9. Content Posted by You

We may offer open communication tools on our website, such as blog comments, blog posts, forums, message boards, ratings, reviews, and various social media services. It may not be feasible for us to screen or monitor all content shared or submitted by users on or through our website. However, we reserve the right to review content and monitor all use and activity on our website and remove or reject any content at our sole discretion. By posting information or using any open communication tools as mentioned, you agree that your content complies with these Terms and Conditions and must not be illegal or infringe the rights of any person.

10. Submitting Ideas

Do not submit ideas, inventions, authorship, or other information that you consider your intellectual property and would like to present to us unless we have first signed an agreement regarding intellectual property or a non-disclosure agreement. If you disclose such information in the absence of such a written agreement, you grant us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate, and distribute your content in any existing or future medium.

11. Termination of Use

We may, at our sole discretion, modify or discontinue access to the website or any of its Services, temporarily or permanently, at any time. You agree that we will not be liable to you or any third party for any modification, suspension, or discontinuation of your access to or use of the website or any content you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or content you have contributed to or relied upon are permanently lost. You must not circumvent or attempt to circumvent any access restriction measures on our website.

12. Warranties and Liability

Nothing in this section will limit or exclude any statutory warranty that would be unlawful to limit or exclude. This website and all its content are provided "as is" and "as available" and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, regarding the availability, accuracy, or completeness of the content. We do not guarantee that:

- this website or our products or services will meet your requirements;
- this website will be available uninterrupted, timely, secure, or error-free;
- the quality of any product or service purchased or obtained through this website will meet your expectations.

The provisions in this section will apply to the fullest extent permitted by applicable law and will not limit or exclude our liability concerning any matter for which it would be unlawful or illegal to limit or exclude liability. Under no circumstances will we be liable for any direct or indirect damages (including damages for loss of profits or revenue, loss or corruption of data, software, or database, or loss or damage to property or data) incurred by you or any third party arising from your access to or use of our website.

Unless expressly stated otherwise in an additional contract, our maximum liability to you for all damages arising out of or related to the website or any products or services marketed or sold through the website, regardless of the legal action imposing liability (whether in contract, equity, negligence, intentional conduct, tort, or otherwise), will be limited to the total amount you paid to us to purchase such products or services or use the website. This limit will apply collectively to all your claims, actions, and causes of action of every kind and nature.

13. Privacy

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that all information you provide will always be accurate, correct, and up to date.

We take your personal data seriously and are committed to protecting your privacy. We will not use your email address to send unsolicited messages. Any email we send you will relate solely to the provision of agreed products or services.

We have developed a policy to address any privacy concerns you may have. For more information, please review our Privacy Statement and Cookie Policy.

14. Export Restrictions / Legal Compliance

Access to the website from territories or countries where the content or purchase of products or services sold on the website is illegal is prohibited. You may not use this website in violation of Spain's export laws and regulations.

15. Affiliate Marketing

Through this website, we may engage in affiliate marketing where we receive a percentage or commission on the sale of services or products on or through this website. We may also accept sponsorships or other forms of advertising compensation from companies. This information is intended to comply with applicable legal requirements regarding marketing and advertising, such as the United States Federal Trade Commission rules.

16. Assignment

You may not assign, transfer, or subcontract any of your rights and/or obligations under these Terms and Conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this section will be null and void.

17. Breaches of These Terms and Conditions

Without prejudice to other rights available to us under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take appropriate actions to deal with the breach, including suspending your access to the website temporarily or permanently, contacting your Internet service provider to request they block your access to the website, and/or initiating legal action against you.

18. Force Majeure

Except for obligations to pay money, no delay, failure, or omission by either party in performing or observing any of its obligations under this document will be deemed a breach of these Terms and Conditions if, and while, such delay, failure, or omission arises from a cause beyond the reasonable control of that party.

19. Indemnification

You agree to indemnify, defend, and hold us harmless from any claims, liabilities, damages, losses, and expenses related to your violation of these Terms and Conditions and applicable laws, including intellectual property and privacy rights. You will promptly reimburse us for any damages, losses, costs, and expenses related to such claims or arising from them.

20. Waiver

The failure to enforce any provision of these Terms and Conditions or any Agreement or the failure to exercise any termination option will not be construed as a waiver of such provisions and will not affect the validity of these Terms and Conditions or any Agreement or any part thereof, or the right to enforce every provision thereafter.

21. Language

These Terms and Conditions shall be exclusively interpreted and analyzed in Spanish. All notifications and correspondence shall be drafted exclusively in this language.

22. Entire Agreement

These Terms and Conditions, together with our Privacy Statement and Cookie Policy, constitute the entire agreement between Barbara Meo Evoli and you concerning your use of this website.

23. Updates to These Terms and Conditions

We may update these Terms and Conditions from time to time. It is your responsibility to review these Terms and Conditions periodically for changes or updates. The date indicated at the beginning of these Terms and Conditions is the latest revision date. Changes to these Terms and Conditions will become effective upon their publication on this website. Continued use of this website following the posting of changes or updates will be deemed notice of your acceptance to comply with and be bound by these Terms and Conditions.

24. Governing Law and Jurisdiction

These Terms and Conditions will be governed by the laws of Spain. Any disputes related to these Terms and Conditions will be subject to the jurisdiction of the courts of Spain. If any part or provision of these Terms and Conditions is deemed invalid and/or unenforceable under applicable law by a court or other authority, that part or provision will be modified, deleted, and/or enforced to the greatest extent permitted to effect the purpose of these Terms and Conditions. The remaining provisions will not be affected.

25. Contact Information

This website is owned and operated by Barbara Meo Evoli.

You may contact us regarding these Terms and Conditions by writing to or emailing us at the following address:

barbara.meoevoli@gmail.com

C/ Providencia 5, 2do, 1ra, 08024, Barcelona, Spain

26. Download

You may also download our Terms and Conditions as a PDF.