

LEGAL WARNINGS

The access to the web www.originario.es attributes the status of USER and implies the full and unreserved acceptance, from such access and/or use, of this legal notice and of the privacy policy in its latest version, without prejudice to the General Conditions of Contract that, where applicable, result of compulsory compliance. We therefore advise you to read these documents before using the features offered by this website, as well as every time you access it, as we reserve the right to change, modify, add or remove any part of these conditions at any time.

The mere access to this website does not in any case imply the existence of a commercial relationship between the user and the web.

I. OWNER OF THE WEBSITE

For the purposes of Article 10 of Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce, the following information is provided about the owner of this website:

- **Website Owner:** MOGA GASTRONOMIA S.L.U.
- **Registered address:** Calle Veinte de febrero, s/n, Portal 6, Esc. Izq, Planta 1, Puerta Dch. 47001 Valladolid (España).
- **C.I.F.:** B47689898.

In addition to the registered office, the following channels are made available to users to address their requests, questions or claims:

- Contact form of the website comunicacion@grupomoga.com

II. TERMS OF USE

1. Introduction:

Originario offers on this web information about its establishment allowing users to request information and formalize reservations directly online. By accessing and using this website, you agree to be bound by the conditions set out below, so it is recommended that you read this section carefully before starting your browsing.

2. Obligations of Users:

Users undertake to use this Web site in a lawful manner, in accordance with the provisions of these conditions and in a way that does not harm the rights or interests of Originario or third parties. As an enunciation and under no circumstances limitative or exclusive, the User also undertakes to:

- Do not engage in activities that are illegal or contrary to public order or good faith.
- Do not use the data published on the Web for the sending of unsolicited communications (spam).
- Do not introduce or disseminate on the web information or false, misleading, ambiguous or inaccurate content in such a way that they mislead the recipients of the information, nor do they diffuse content of a racist, xenophobic, pornographic character, of the apology of terrorism or attack on human rights or of minors;
- Do not carry out actions that involve or entail a violation of the intellectual property rights of Originario or of third parties;
- Not cause damage to the physical and logical systems of Originario, its suppliers or third parties.

- Do not introduce or disseminate computer viruses on the network or use any other physical or logical systems that are likely to cause the above-mentioned damage.
- Do not delete, alter, circumvent or manipulate any protection device or security system that was installed on the pages of this Web.

3. Disclaimer:

This website is provided “as it is” and its use is at the user’s own risk, so neither Originario nor its administrators, employees, suppliers or collaborators will be liable for any damages, of any nature, direct or not, arising from the use of the website, expressly excluding Originario, to the full extent provided by the Law, any kind of warranties, whether express or implied.

Originario does not guarantee the availability and accessibility of the Web, although it will make every effort that is reasonable in this regard. Occasionally, interruptions may occur for as long as necessary to carry out the corresponding maintenance operations.

Originario is not liable for any damages resulting from interference, interruptions, computer viruses, telephone failures or telephone disconnections caused by causes outside the aforementioned entity; delays or blockages in the use of this electronic system due to deficiencies or overloads in the data processing centre, of telephone lines, in the Internet system or in other electrical systems; nor for any other alteration that may occur in the Software or Hardware of the Users. Nor does it guarantee the absence of viruses, malware, trojans or other elements that may cause alterations in the computer system, documents or files of the User, excluding any liability for damages of any kind caused to the User for this reason. Similarly, Originario will not be liable for damages caused by third parties through unlawful interference beyond its control.

Neither will it be liable for damages caused by the use or misuse of the contents of the Web, nor for the consequences that may arise from errors, defects or omissions in the content that may appear on this Web provided by the Users themselves or other third parties. Originario assumes no obligation or liability with respect to those services that it does not provide directly.

4. External links:

Under no circumstances will Originario assume any responsibility for the contents of the links belonging to a third party website, nor will it guarantee the technical availability, quality, reliability, accuracy, extent, veracity, validity and legality of any material or information contained in any such hyperlinks or other Internet sites. Likewise, the inclusion of these external connections will not imply any kind of partnership, merger or participation with the connected entities.

5. Denial of access and cancellation of accounts:

Originario reserves the right to deny access to the Web to those Users who fail to comply with these conditions; in case of unforeseen technical or security problems; inactivity of the account for a significant time; or in compliance with a requirement and/or a police, judicial or administrative order.

6. Processing of personal data:

Users consent to the processing of their personal data within the scope and in the terms indicated in our privacy policy, which is available on the home page of the Web, and this policy is also incorporated into these conditions by reference. In this policy, Users will find information

about how to exercise their rights of access, deletion, limitation and rectification of their personal information, as well as the right of opposition to its processing and portability.

7. Intellectual property and copyright:

Without prejudice to the contents on which third parties possess intellectual rights, the copyrights of the Web, the domain name, its source code, design and browsing structure and elements contained therein (in enunciative terms, images, sound, audio, video, software, or texts; trademarks or logos, combinations of colors, structure and design, etc.) are the property of Originario, to whom corresponds the exclusive exercise of the rights to exploit them in any form, and, in particular, the rights of reproduction, distribution, public communication and transformation, in accordance with the provisions of the current Intellectual Property Law. The reproduction, distribution and public communication, including its modality of making available, of all or part of the contents of this web site in any medium and by any technical means, without the authorization of Originario or, where applicable, of the third parties who hold the intellectual property or copyright rights on the content affected, are expressly prohibited. Notwithstanding the foregoing, the user of the Web may view the elements of this Web and even print, copy and store them on the hard disk of his computer or on any other physical medium provided that it is, solely and exclusively, for his personal and private use. Those entities or persons who, with prior authorization of the owner of this website, intend to establish a link with it, must guarantee that they only allow access to this website or service but that they do not reproduce its contents and services.

8. Nullity of the clauses:

In the event that a clause of these terms of use is declared void, it will only affect the said provision or that party that has been declared so, the conditions in all other things and subject to such provision, or the affected party, for not put.

9. Acceptance:

Your access to and use of the Web necessarily implies that all and each of these terms of use are expressly accepted by you.

10. Applicable law and jurisdiction:

Without prejudice to the rights recognized to consumers by Royal Legislative Decree 1/2007, of 16 November, this website will be governed by Spanish law with the exclusion of its rules of conflict of law and any dispute that may arise from its use or the services linked to it will be subject to the jurisdiction and competence of the Courts and Tribunals of Valladolid, expressly waiving the users to their own courts if they had.

The European Commission provides an online dispute resolution platform for consumers, which can be accessed through the following link:
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>