

DISCLAIMER

TheRealPlaza

V 4.00 June 2015

PURPOSE AND ACCEPTANCE

1. This legal notice **regulates the use of the website** www.therealplaza.com (hereinafter **THEREALPLAZA**). Our contact details are the telephone (+34) 93 129 60 88 or via email contact@therealplaza.com.
2. Navigation through **THEREALPLAZA** attributes the status of user and implies full and unreserved acceptance of each and every one of the provisions included in this DISCLAIMER, which may go through amendments. **THEREALPLAZA USER** may be **CLIENT** as well by express acceptance of the General and Individual Terms and Conditions, conducted remotely using the password.
3. Upon acceptance according to the above and hereinafter the **USER** is defined as the physical person accessing **THEREALPLAZA** and the **CLIENT** is defined as the physical or legal person that besides being **USER** accesses information outside the area of free access (hereinafter, the PLATFORM).
4. The **USER** agrees to make **proper use of the website** in accordance with the laws, good faith, public order, uses of the traffic and this DISCLAIMER. You will be liable to **THEREALPLAZA** or against third parties for any damages that may be caused by breach of this obligation.
5. The data of **USERS** registered through the forms provided on the website are collated by **THEREALPLAZA** in order to facilitate the provision of services that **THEREALPLAZA** can provide through the website, such as advertising property sales, profitability, property rentals and the like; database searching; sale-buy ads; browsing statistics; send proposals to other **USERS**; Ad Management; newsletter management; private and anonymous communication mailbox; legal, financial, insurance consulting, appraisal and information services of companies and advertising, promotion, recommendation or featured services.

CONDITIONS OF ACCESS AND USE

1. The website has a **free open-access area** (hereinafter the WEBSITE) and an area of access restricted to **CLIENTS** (the PLATFORM).
2. Access to the PLATFORM is conditioned and the use of any of the services offered on the web requires complying with the conditions of the **CLIENT**: complete and submit the data of the registration forms, obtain the status of CLIENT by **express confirmation by THEREALPLAZA** and access to the PLATFORM by the corresponding password.
3. The **USER guarantees the authenticity and timeliness of all the data he communicates** and incorporates to **THEREALPLAZA** and will be solely responsible for any false or inaccurate statements made.

4. The **USER** expressly agrees to make appropriate **use of content and services** of **THEREALPLAZA** and not to use them to, among other things:
 - I. **To disseminate content that is criminal**, violent, pornographic, racist, xenophobic, offensive, apologetic of terrorism or, in general, contrary to law or public order.
 - II. To introduce **computer viruses** In the internet or any proceedings which may alter, damage, interrupt or generate errors or damage to electronic documents, data or physical and logical systems of **THEREALPLAZA** or third parties; as well as hindering the access of other users to the website and its services through mass consumption of computing resources through which services are provided.
 - III. **Trying to access email accounts of other USERS or to restricted computer systems or THEREALPLAZA** or of third parties and or extract information.
 - IV. **Violate the rights of intellectual property and violating the confidentiality** of the information contained in the PLATFORM of **THEREALPLAZA** or belonging to third parties.
 - V. **Impersonating another USER**, public administration or a third party.
 - VI. **Reproduce, copy, distribute, make available** or otherwise publicly communicate, transform or modify the contents, unless having permission from the rights holder or unless it is legally permitted.
 - VII. **Collect data for advertising purposes** and to transmit any kind of publicity and communications for the purpose of sale or other commercial nature without any prior request or consent.
5. All available **content** related to **Available Products** such as real estate (individual or groups), loans, land rights (transfer of land, ...) or the like are the sole responsibility of the **THEREALPLAZA's CLIENT** who has introduced and manages them, on which **THEREALPLAZA** will not perform any treatment beyond its formal composition within the web site during the publication period determined by the customer.
6. The remaining **contents** of the website, including text, photographs, graphics, images, icons, technology, software, as well as graphic design and source codes, is a work whose **property** belongs to **THEREALPLAZA** or to its rightful owners without being interpreted as yielded to the **USER** any rights to exploit them beyond what is strictly necessary for the correct use of the website.
7. In short, **USERS** who access **THEREALPLAZA** can display the contents and perform, if any, **authorized private copies** provided that the elements are not subsequently transferred to third parties, or installed on servers connected to networks and not undergo of any kind of exploitation.
8. Fields marked with an asterisk (*) in the registration form for completion by the **USER** are strictly necessary to meet the required request, being the introduction of data voluntary in the remaining fields.
9. Likewise, all **trademarks, trade names or logos** of any kind appearing on the website are the property of **THEREALPLAZA** or of their rightful owners, and it may not be construed that the use or access thereof gives the **USER** any right thereon.

10. The **distribution, modification, disposal or public communication** of the contents and any other act not expressly authorized by the holder of the rights of exploitation are prohibited.
11. The establishment of a **hyperlink** does not imply in any case the existence of relations between **THEREALPLAZA** and the owner of the website in which it is established, nor the acceptance and approval of **THEREALPLAZA** of its contents or services or assumption of liability for the owner of the website. Those who are interested in incorporating a link between its content, must request prior written authorization to **THEREALPLAZA**. In any case, the hyperlink will only allow access to the home page or start page of our website also should refrain from false, inaccurate or incorrect statements about **THEREALPLAZA** or include illegal, contrary content to morality and public order.
12. **THEREALPLAZA** is not responsible for the use each USER give to the materials made available on this website or its proceedings based on the same.

EXCLUSION OF WARRANTIES AND LIABILITY

1. The content of this web site is intended to **advertise and describe the services provided** by CUSTOMERS of the **THEREALPLAZA** and the information comes from **both internal and external sources**, without access to all the contents, or its completeness, guaranteed accuracy, validity or currency, or suitability or fitness for a particular purpose.
2. The **USER** exonerates far as permitted by law to **THEREALPLAZA**, from any liability for damages of any kind arising from:
 1. The inability to access the website or lack of truthfulness, accuracy, completeness and/or timeliness of the content and the existence of faults and defects of any kind of content, transmitted, distributed, stored, made available that have been accessed through the website or services offered. The **USER** and / or client accepts that much of the information it contains and to which has access in this web site comes from external sources so **THEREALPLAZA** is not responsible for its accuracy. In the event that the user and/or client becomes aware or suspicious of this situation in any of the information, should notify it without delay to **THEREALPLAZA**.
 2. The presence of viruses or other elements in the contents that may cause alterations in the computer systems, electronic documents or data of **USERS**.
 3. Failure to comply with the laws, good faith, public order, traffic uses and this legal notice as a result of misuse of a third party of the website. Especially **THEREALPLAZA** is not responsible for the actions of third parties that violate rights of intellectual property, trade secrets, rights to honor, personal or family privacy and image, as well as the legislation on unfair competition and unlawful advertising.
 4. **THEREALPLAZA** also declines any responsibility regarding the information found outside this Website and not managed directly by us. The purpose of the links displayed on this website is exclusively to inform the **USER** about the

existence of other sources likely to expand the content offered by this website. **THEREALPLAZA** neither guarantees nor is responsible for the operation or accessibility of the linked sites; or suggests to invite or recommend a visit to them, so it will not be responsible for the results obtained. **THEREALPLAZA** is not responsible for the establishment of hyperlinks by third parties.

POLICY OF PROTECTION OF PERSONAL DATA (PRIVACY)

1. Bulletin and electronic communications. Within **THEREALPLAZA** services is sending newsletters in which are included news, most relevant news and information related to website activity. The user can unsubscribe or modify subscription data sending electronic newsletter and sending promotions via his profile / **USER** data.
2. When we need information of a personal nature on your part, we will always ask you to provide it voluntarily and expressly. Data collected through the data collection forms of the website or other means will be incorporated into an automated file of personal data of which **THEREALPLAZA** is responsible. This entity will treat the data confidentially and exclusively for the purpose of providing the services requested or contracted with all legal guarantees and security imposed by the State Law 15/1999 of the Spanish State of December 13th of Protection of Personal Data and the Law of 34/2002 of the Spanish State of July 11 of Services of the Information Society and Electronic Commerce.
3. **THEREALPLAZA** agrees not to transfer, sell, or share data with third parties without its express approval. Also **THEREALPLAZA** will cancel or rectify the data when inaccurate, incomplete or no longer necessary or relevant for its purpose in accordance with the provisions of Law 15/1999 of the Spanish state of December 13, of Protection of Personal Data.
4. The **USER** can revoke the consent and exercise rights of access, rectification, cancellation and opposition by emailing contact@therealplaza.com
5. **THEREALPLAZA** adopts the safety levels required by the Law 15/1999 of the Spanish State and other applicable regulations. However **THEREALPLAZA** assumes no responsibility for any damage resulting from alterations that third parties may cause in the computer systems, electronic documents or **USER** files.
6. **THEREALPLAZA** may use cookies during the service of the website. Cookies are physical files of personal information stored in the **USER'S** terminal. The **USER** has the ability to configure his browser so that the creation of cookie files is prevented or warned of it.
7. If he chooses to leave our site via links to sites outside our organization, **THEREALPLAZA** is not responsible for the privacy policies of those sites or the cookies these may store on the **USER's** computer.
8. Our policy regarding e-mail focuses on the proper management of contractual relations with our **USERS** and **CLIENTS** and if applicable, transfer of those communications that they may have accepted to receive. If you prefer not to receive these emails, we offer through them the opportunity to exercise your right of

cancellation and renunciation of receiving these messages, in accordance with the provisions of Title III, Art. 22 of Law 35/2002 of the Spanish State on Services for the Information Society and Electronic Commerce.

PROCEDURE IN CASE OF REALIZATION OF UNLAWFUL ACTIVITIES

1. In the event that any **USER** or third party considers that there are facts or circumstances that relieve the illegality of the use of any content and/or carrying out any activity on the web pages included or accessible through the website, you must send a notice to contact@therealplaza.com properly identifying, specifying the alleged violations and declaring expressly and under your responsibility that the information provided in the notification is accurate.
2. In any litigation that concerns the website www.therealplaza.com the Spanish law will apply, being competent the Courts of Barcelona (Spain).

PUBLICATIONS

1. The administrative information provided through the website does not replace the legal publication of laws, regulations, plans, general provisions and acts which must be formally published in the official journals of government, which is the only instrument that gives faith of its authenticity and content. The information available on this website must be understood as a guide without legal validity.

NOTIFICATIONS

1. All notices and communications between **USERS** and **THEREALPLAZA** will be considered effective, for all purposes, when conducted through mail or e-mail to the account contact@therealplaza.com, provided receipt thereof is acknowledged, and that has not been arranged between the parties otherwise.
2. If you have any questions left unresolved through this DISCLAIMER or website; if you wish to make any recommendations, have observed any failure in the system, think you can make some improvement in services or for whatever reason you wish to contact us, please do so via the email contact@therealplaza.com

TIME

1. The official time of this site corresponds with the official Central European Time (CET) (GMT + 1).

COMMENTS

1. Through contact@therealplaza.com for any legal issue or contribution that as **USER** from this website you would like to make.