

# TERMS AND CONDITIONS

*lamusainstrumentos.es*

Last review: November 27, 2023.

## 1. INTRODUCTION

MAREMUSIC RBC, SL, responsible for this website, makes this document available to Internet users, whose purpose is to comply with the obligations established in Law 34 /2002, of June 11, Services of the Information Society and Electronic Commerce (LSSICE) and other applicable regulations, as well as providing information on the conditions of use.

This document, together with the rest of the referenced documents, establishes the conditions governing the use of this website ([www.lamusainstrumentos.es](http://www.lamusainstrumentos.es)) and the purchase of products on it (hereinafter, the "Conditions"), whatever the application, digital medium, support or device through which it can be accessed. We ask you to carefully read these Conditions and our Cookies Policy, as well as the Privacy Policy before using this website. By using this website or placing an order through it, you agree to be bound by these Terms and Conditions and by our Privacy Policy and Cookies Policy, so if you do not agree with all of them, you should not use this website.

If you have any questions related to the Conditions or the Privacy Policy or Cookies, you can contact us through our available contact channels.

The contract may be formalized, at your choice, in any of the languages in which the Conditions are available on this website, Spanish prevailing in case of dispute.

## 2. OUR DATA

The sale of items through this website is carried out under the name La Musa Instrumentos by MAREMUSIC RBC, SL, a Spanish company with registered office at Calle Peso de la Harina 19, 29007, Málaga, registered in the Málaga Mercantile Registry, Volume 5036, Book 3943, Folio 94, Section 8, Sheet 114530, Inscription 1, CIF B-93202885, telephone 952 30 18 84 and email [info@lamusainstrumentos.es](mailto:info@lamusainstrumentos.es). For inquiries prior to placing an order or for an order that has already been placed, please access [support.lamusainstrumentos.es](http://support.lamusainstrumentos.es) and from there you can contact Customer Service.

## 3. YOUR DATA AND YOUR VISITS TO THIS WEB PAGE

Any person, whether physical or legal, who accesses, browses, uses or participates in the services and activities, free or onerous, developed through this web page assumes the condition of USER, and as such , through said access, undertakes to observe and strictly comply with the provisions

herein, as well as any other applicable legal provision, thus forcing itself to make correct use of the website. The user will be liable to MAREMUSIC RBC, SL or to third parties, for any damages that may be caused as a result of breach of said obligation.

The information or personal data that you provide us will be treated in accordance with the Privacy Policy Cookies. By using this website you consent to the processing of said information and data and declare that all the information or data you provide us is true and corresponds to reality.

## **4. USE OF OUR WEBSITE**

The purpose of these conditions of use and navigation is to regulate the relationship between the owner of the website, MAREMUSIC RBC, SL as service provider, and the users who access, browse and enjoy the service offered.

MAREMUSIC RBC, SL provides free and open access to a large amount of information, services and data (hereinafter, "content"), whose property belongs to MAREMUSIC RBC, SL or its licensors to which the user can have access.

The user assumes responsibility for the proper use of the portal in accordance with the Law and these conditions, a responsibility that extends to the registration necessary to access certain services and content that are provided. Said registration entails the completion of the corresponding form, in which the user guarantees the authenticity and timeliness of all the data communicated and undertakes not to provide false, fraudulent or illegal information or documentation. As a result of it, the creation of a password may arise that the user must keep diligently and confidentially. The user will be solely responsible for any false or inaccurate statements made and the damage caused to MAREMUSIC RBC, SL or third parties by the information provided.

The user expressly agrees to make appropriate use of this website, [www.lamusainstrumentos.es](http://www.lamusainstrumentos.es), and only to make legally valid queries or orders.

The user is obliged not to make any false or fraudulent order. If it could reasonably be considered that an order of this nature has been made, we will be authorized to cancel it and inform the relevant authorities.

The user must provide their email address, postal address and/or other contact information truthfully and accurately. Likewise, you agree that we may use said information to contact you if necessary (see our Privacy Policy). The website will not process an order if the USER does not provide all the information.

By placing an order through this website, you declare that you are over 18 years of age and have the legal capacity to enter into contracts.

The user expressly agrees to make appropriate use of the content and services offered by the website, in accordance with the provisions of the law, morality, public order and these conditions and, by way of example but not limitation, not to use them to:

- Intentionally introduce computer viruses into the network or carry out actions that may alter, spoil, interrupt or generate errors or damage to the physical and logical systems of MAREMUSIC RBC, SL, creator of the website, or third parties; as well as hinder the access of

other users to the website and its services through the massive consumption of computer resources through which MAREMUSIC RBC, SL provides its services.

- Attempt to access the email accounts of other users or restricted areas of the computer systems of MAREMUSIC RBC, SL or of third parties and, where appropriate, extract information.
- Violate intellectual or industrial property rights, as well as disseminate, transmit or make available to third parties any type of information, element or content that involves a violation of the secrecy of communications and the legislation on the protection of personal data.
- Impersonate the identity of another user, using their registration keys to the different services and/or contents of the website.
- Reproduce, copy, distribute, make available or in any other way publicly communicate, transform or modify the contents, unless you have the authorization of the owner of the corresponding exploitation rights or this is legally permitted.
- Collect data for advertising purposes and send advertising of any kind and communications for sales or other commercial purposes without prior request or consent.

Any breach of the clauses contained in this website (Legal Notice, Privacy Policy, Cookies Policy, as well as other content that implies obligations for the user) and in general of the current legislation in Spain, will be communicated immediately by MAREMUSIC RBC, SL to the relevant authorities, committing itself to cooperate with them. In such a case, the user will be liable to MAREMUSIC RBC, SL or to third parties, for any damages that may be caused as a result of non-compliance with these obligations.

MAREMUSIC RBC, SL does not guarantee that its website complies, totally or partially, with the laws of other countries. Therefore, if the user resides or is domiciled in any other place other than Spain, and decides to access and/or browse this website, they will do so at their own risk and responsibility, and must ensure that such access and/or or navigation complies with the applicable local legislation in your case.

MAREMUSIC RBC, SL is not responsible for any damage or loss arising from a denial of service attack, virus or any other technologically harmful program or material that may affect your computer, computer equipment, data or material as a result of the use of this web page or of the download of contents of the same or to which it redirects.

## **5. AVAILABILITY OF THE SERVICE AND MODIFICATIONS**

The items offered through this website are available for shipment to Spain or any other territory in the world.

MAREMUSIC RBC, SL reserves the right to unilaterally make the modifications it deems pertinent to its portal, being able to change, delete or add both the content and the services provided through it, without there being any obligation to give prior notice or inform of the users said modifications, being understood as sufficient with the publication on the website of the provider.

The duration of the provision of the portal service is limited to the moment in which the user is connected to the website or to any of the services it provides. Therefore, each time the user

intends to use the portal, the user must carefully read this Legal Notice, since it and its respective conditions of use may be altered at any time. Therefore, the validity of the aforementioned conditions will vary depending on their exposure and will remain as long as they are duly published, until they are replaced by others.

## **6. HOW TO PLACE AN ORDER**

To place an order, you must follow the online purchase procedure and click on "Confirm order". After this, you will receive an email acknowledging receipt of your order (the "Order Confirmation"), where all the characteristics of your order will be detailed, being an electronic document that will display proof of contracting effects. We will also notify you by email that the product is being shipped ("Shipping Confirmation").

By confirming the order, the USER accepts the obligation to pay for the product. If the purchase had actually been made by the consumer who is the holder of the card, or of another means of payment, and the USER demands the return without having exercised the right of withdrawal or resolution in the manner provided by law and in these terms and conditions, the USER will be obliged to the employer to compensate for the damages caused as a result of the cancellation of the charge in the corresponding debit entries and repayment in the employer's accounts.

## **7. TECHNICAL MEANS TO CORRECT ERRORS**

In the event that you detect that an error has occurred when entering your personal data during your registration as a user of this website, you may modify them in the "My Account" section.

In any case, you can correct errors related to the personal data provided during the purchase process by contacting customer service via [support.lamusainstrumentos.es](mailto:support.lamusainstrumentos.es), as well how to exercise the right of rectification contemplated in our Privacy Policy by writing to the email [info@lamusainstrumentos.es](mailto:info@lamusainstrumentos.es)

This web page shows confirmation windows in various sections of the purchase process that do not allow the order to proceed if the data in these sections has not been provided correctly. Likewise, this web page offers the details of all the items that you have added to your basket during the purchase process, so that, before making the payment, you can modify the data of your order.

If you detect an error in your order after the completion of the payment process, you must immediately contact our customer service to correct the error as soon as possible.

## **8. PRODUCT AVAILABILITY**

All orders are subject to product availability. If there are difficulties in the supply of products or if there are no items in stock, we will inform you as soon as possible to offer a solution or we will refund any amount you may have paid.

In any case, if the contracted good or service is not available, when the consumer and user has been expressly informed of such possibility, the entrepreneur may supply a good or service with similar characteristics and of the same or higher quality without increasing the price.

In this case, the consumer and user may exercise their rights of withdrawal and resolution in the same terms as if it were the initially required good or service.

## **9. DELIVERY**

Before formalizing the order you must select the delivery method that best suits your needs. Unless we have agreed otherwise, we will ship your order consisting of the product(s) listed in each Dispatch Confirmation without undue delay and no later than 30calendar days from the date of the Order Confirmation.

Please note that there are circumstances arising from the customization of products, or unforeseen or extraordinary circumstances that may affect the delivery date.

In periods of high demand, such as those that may occur in certain promotional or seasonal campaigns, or at times when the volume of orders is higher than usual, delivery times may be exceptionally extended.

If for any reason we cannot meet the delivery date, we will inform you of this as soon as possible and give you the option to go ahead with the purchase by setting a new delivery date, go ahead but replace the items with alternative ones, or or cancel the order with a refund of the price paid. Please note that, in any case, we do not make home deliveries on Saturdays or Sundays.

For the purposes of these Conditions, it will be understood that the "delivery" has taken place or that the order has been "delivered" at the moment in which you or a third party indicated by you acquires the material possession of the products, which is will prove by signing the receipt of the order at the agreed delivery address.

## **10. IMPOSSIBILITY OF DELIVERY**

Contracts entered into electronically will produce all the effects provided for by the legal system, when the consent and other requirements necessary for its validity concur.

If it is impossible for us to deliver your order, the transport company will try to find a safe place to leave it. If they can find a safe place, your order will be returned to our warehouse. Likewise, we will leave you a note explaining where your order is and how to proceed so that the transport company facilitates it. If you are not going to be at the delivery location at the agreed time, please contact the assigned transport company.

In the event that the order has not been delivered for reasons not attributable to us, we will contact you and, if 14 days from when we make the item available to you, you have not picked it up or refused to receive it, you will have abandoned, without the USER having the right to obtain a refund of the price paid, and the company may pass on the expenses caused by the lack of receipt of the package by the USER.

It cannot be considered in any case that the lack of acceptance or collection by the USER is a valid way to exercise their right of withdrawal.

## **11. STORE PICKUP SERVICE**

If you have opted for the Store Pickup option, your order may be delivered to one of our stores. To this end, once the order has been prepared, we will contact you to inform you that it is available to be picked up. You can pick up the order personally (for which you must present the order number, your name and your ID) or designate another person to pick up the order on your behalf, in which case, he or she must present the order number together with with your DNI (that is, the DNI of the designated person).

If you make a purchase through the Store Pickup these Conditions will also apply to you, without prejudice to any other regulations that may be applicable.

## **12. PREPURCHASE OF ARTICLES**

In the case of making a purchase of articles in pre, these will be delivered to the address selected by you within the periods indicated on our website.

At the time the item is available, the shipment of the product will be subject to the delivery times established in sections 8 and 9, notifying the USER of this circumstance.

In the case of mixed orders made up of products corresponding to the usual purchase process and pre Orders Combined"), even if the items are paid for in the same order, they could delivered separately and in different terms.

Once the pre have been prepared, we will contact you to inform you that they are being shipped ("Shipping Confirmation").

You have the right to withdraw from the contract within a period of 14 calendar days without the need for justification. Orders Combined, the withdrawal period will expire 14 calendar days from the day that you or a third party indicated by you, other than the carrier, acquires material possession of the last of the goods.

If you make a purchase of a pre, all the provisions contained in these Conditions will also apply.

## **13. TRANSFER OF RISK AND OWNERSHIP**

The risks of the products will be your responsibility from the moment of delivery.

You will acquire title to the products when we receive full payment of all amounts due in relation to them, including delivery charges, or at the time of delivery (as defined in clause 9 above), if this took place at a later time.

## **14. PRICE AND PAYMENT**

The prices on the website include applicable taxes, but exclude shipping costs, which will be added to the total amount in the shopping cart.

Prices may change at any time and are not exempt from typographical errors, but, except as stated above, any changes will not affect orders for which we have already sent you a Shipping.

Once you have selected all the items you want to buy, they will have been added to your basket and the next step will be to process the order and make the payment. To do this, you must follow the steps of the purchase process, filling in or checking the information requested at each step. Likewise, during the purchase process, before making the payment, you can modify the data of your order. In addition, if you are a registered user, you have a detail of all the orders made in the My Account section.

You can use Visa, Mastercard, American Express, PayPal, Amazon Pay, Transfer, Coinbase, Cash Bizum cards as a means of payment (subject to the availability and operation of each bank entity and its application).

We inform you that MAREMUSIC RBC SL. with a registered office at Calle Peso de la Harina 19, 29007, Malaga (Spain) registered in the Mercantile Registry of Malaga, makes the collections and, where appropriate, reimbursements related to the payments made through this website.

By clicking on "Confirm order" you are confirming that the card, account or any means of payment used is yours or that you are the legitimate owner or user. Orders made with fraudulent payment methods or those that our team determines may be, will be canceled until their legitimacy is clarified.

To minimize the risk of unauthorized access, your payment is encrypted. Payments by card will be subject to checks and authorizations by the entity issuing them, but if said entity does not authorize the payment, we will not be responsible for any delay or non-delivery and we will not be able to formalize any contract with you

## **15. PURCHASE AS A GUEST**

This website also allows the purchase through the functionality of purchase as a guest. In this purchase mode, you will only be asked for the essential data to be able to process your order.

## **16. VALUE ADDED TAX AND BILLING**

For customers who indicate that they reside in the European Union, all prices shown include VAT, but this will be deducted if it is sent to an area exempt from this tax.

In accordance with the provisions of article 68 of Law 37/1992, of December 28, on Value Added Tax, the delivery of the articles will be understood to be located in the territory of application of Spanish VAT if the delivery address is in Spanish territory except the Canary Islands, Ceuta and Melilla. The applicable VAT rate will be that legally in force at all times depending on the specific item in question.

In orders destined for the Canary Islands, Ceuta and Melilla, or other territories that do not correspond to the Spanish peninsula, the deliveries and prices shown will be exempt from VAT by application of the provisions of article 21 of Law 37/1992, without prejudice to the application of local taxes and corresponding tariffs in accordance with the regulations in force in each of these

territories. Likewise, the transport companies may charge the client fees for customs management, which will correspond to the client and not to La Musa.

You expressly authorize us to issue the invoice in electronic format, which you will find in your Account available to download if you need it. If you want an invoice in paper format, you can request it by contacting La Musa through the contact methods available on the website.

## **17. RETURN POLICY**

### **17.1. Legal right to cancel the purchase**

#### **Right of withdrawal**

If you are contracting as a consumer and user, you have the right to withdraw from this contract within a period of 14 calendar days without the need for justification.

The withdrawal period will expire 14 calendar days from the day that you or a third party indicated by you, other than the carrier, acquired material possession of the goods or in the event that the goods that make up your order are delivered separately, to the 14 calendar days from the day that you or a third party indicated by you, other than the carrier, acquired the material possession of the last of those goods.

To exercise the right of withdrawal, you must notify La Musa, Calle Peso de la Harina 19, 29007, Málaga (Spain), or via [support.lamusainstrumentos.es](mailto:support.lamusainstrumentos.es) your decision to withdraw from the contract through an unequivocal statement. To comply with the withdrawal period, it is sufficient that the communication regarding the exercise by you of this right is sent before the corresponding period expires. However, we also offer a return form accessible from the orders section of your user account; which is not mandatory to exercise this right.

#### **Consequences of withdrawal**

The consumer and user must return or deliver the products to MAREMUSIC RBC, SL, without undue delay and, in any case, no later than within 14 calendar days from the date on which they communicate their decision to withdraw. withdrawal of the contract to La Musa. The term will be considered met if the consumer and user returns the goods before the 14-calendar-day term has expired.

The consumer and user will bear the direct costs of returning the goods if they decide to do it by their own means.

We will return the price paid by you without undue delay and, in any case, no later than 14 calendar days from the date on which we are informed of your decision to withdraw from this contract. We will proceed to make said reimbursement using the same means of payment used by you for the initial transaction. Notwithstanding the foregoing, we may retain the reimbursement until we have received the goods and verified their perfect condition. store La Musa, or request the return through a transport company on our website.



Unless you return the goods to a La Musa in Spain, you must bear the direct cost of returning the goods. If you make it through a shipping method organized by us, the following amounts will be deducted from the final refund for return shipping costs:

- €2.99 for returns from Spain, Portugal, the Peninsula and the Balearic Islands.
- €9.99 for returns from the Canary Islands, Ceuta and Melilla.
- €9.99 for returns from other European Union territories.

You will only be responsible for the decrease in value of the goods resulting from handling other than that necessary to establish the nature, characteristics and functioning of the goods.

## **17.2. Common provisions**

You will not have the right to withdraw from the contract whose object is the supply of any of the following products:

- Personalized items.
- Sealed CDs/DVDs that have been unsealed after delivery.
- Books.
- Goods sealed for health or hygiene reasons that have been unsealed after the delivery.

Your right to withdraw from the contract will apply exclusively to those products that are returned in the same conditions in which you received them. No refund will be made if the product has been used beyond the mere opening of the product, of products that are not in the same conditions in which they were delivered or that have suffered any damage, so you must be careful with the items while they are in your possession. Please return the item using or including all of its original packaging, instructions, and other accompanying documents.

You can make returns at any La Musa store, by your own means or through the service that we can provide.

### **Store returns**

You can return the products to us at any La Musa store. In this case, you must go and present together with the articles, the order number that you will have received attached to the Shipping Confirmation, which is also kept in your account on the La Musa.

### **Returns through deposit in Post Office**

You must request the refund in your account on the website, selecting the order and the product(s) you wish to return so that we can organize the deposit of your return at Correos. If you no longer have the original packaging, you can make the return in any packaging, as long as it ensures that the items are not lost and that they are properly protected. If you have made a purchase as a guest, you can contact us to request the deposit. After carrying out the appropriate checks, you will receive an email with a label, which you must stick to the package and return it to any of the points that we will inform you about. will also receive detailed instructions.

Amounts will be deducted from the final refund for return shipping costs depending on the place of origin of the deposit:

- €2.99 for returns from Spain, Portugal, the Peninsula and the Balearic Islands.
- €9.99 for returns from the Canary Islands, Ceuta and Melilla.
- €9.99 for returns from other European Union territories.

In case you do not wish to return the products through any of the available options, you will be responsible for the return costs. Please note that if you decide to return the items to us freight collect, we will be authorized to charge you for any costs we may incur.

Bear in mind that, once the delivery of the order has taken place, in case of exercising the right of withdrawal, when you are the one who organizes the transport of the order, without therefore said service having been offered by us, we will not be able to assume the risk on the return package when it refers to causes not attributable to La Musa.

After examining the package in our facilities, we will notify you if you are entitled to a refund of the amounts paid. The refund will be made as soon as possible and, in any case, within 14 days from the date we receive the returned goods.

If we receive an item after the stipulated period, in poor condition, with erroneous content or that, in short, does not meet the characteristics to be able to withdraw from the contract, you will not be entitled to a refund of amounts. We will contact you and if after two (2) months from when we put the item at your disposal you have not picked it up or you refuse to receive it, we will not be responsible for it and it will be considered abandoned. We will be authorized to pass on the corresponding costs if it is possible to manage the return of the package to your attention.

Likewise, remember that you will be responsible for the content of the return package when you use any of the return options offered by La Musa. In the event that there is an error in the content of the return package not attributable to La Musa, we will be authorized to pass on the corresponding costs if it is possible to manage the return of the package to your attention.

In any case, the rights and actions recognized by the legislation are protected. valid.

### **17.3. Returns in the Canary Islands, Ceuta and Melilla and other territories excluding the Spanish peninsula.**

If you wish to return a product that had been delivered in the Canary Islands, Ceuta or Melilla, or any other territory excluding the Spanish peninsula, you can deposit your return at La Musa store. If it is not possible to proceed in this way, you must contact us to agree with La Musa the shipment of the products. Keep in mind that shipments from territories outside the European Union entail customs expenses that will be deducted from the amount of the return.

### **17.4. Returns of defective products**

In cases where you consider that at the time of delivery the product does not conform to the provisions of the contract, you must contact us immediately (as long, within 7 calendar days)

through our contact channels, providing the data of the product as well as the damage it suffers, where we will indicate how to proceed.

Remember that if at the time of delivery by the transport company the package or packaging is visibly damaged, you must reject the delivery and not accept it. In this case, please contact us to inform us of this circumstance and proceed to a solution, such as resending the order or refund.

If you accept the delivery and the product is defective, you can return it to any La Musa or deliver it to a collection point. that we will specify when requesting the return.

We will proceed to carefully examine the returned product and we will notify you by e-mail within a reasonable period of time if the refund or replacement of the product is appropriate (if applicable). The refund or replacement of the item will be made as soon as possible and, in any case, within 14 days from the date on which we send you an email confirming that the refund or replacement of the non-compliant item is appropriate.

The amounts paid for those products that are returned due to some defect or defect, when it actually exists, will be fully reimbursed, including the shipping incurred to deliver the item and the costs that you would have incurred to return it to La Musa. The refund will be made in the same means of payment that was used to pay for the purchase.

In any case, the rights recognized by current legislation are protected.

### **17.5. Cancellation of order due to rejection by customer**

If in the course of delivery of an order already shipped you decide to refuse or cancel it, the package will be returned to La Musa. In this case, the refund will be made as soon as possible and, in any case, within 14 days from the date on which we receive the goods at our premises.

If the order was addressed to a territory belonging to the European Union, the refund amount will be reduced by €30.00 for return handling and reimbursement credit fee.

If the order was addressed to another territory that may generate additional duties and taxes, La Musa will be obliged to pay taxes for the return of the package. These fees will be charged to the customer, so that the total amount of the return will be reduced by the fees paid by La Musa plus €30.00 for return handling, reimbursement and customs clearance fees.

## **18. GUARANTEES**

If you contract as a consumer and user, you have the right to corrective measures, free of charge, in the event of non-conformity of the goods. We offer you guarantees on the products that we market through this website, in the legally established terms for each type of product, responding, therefore, for the lack of conformity of the same that is manifested within a period of three years from the product delivery.

It is understood that the products are in accordance with the contract provided that (i) they conform to the description made by us and have the qualities that we have presented on this

website, (ii) they are suitable for the uses to which the products are ordinarily intended. of the same type and (iii) present the usual quality and benefits of a product of the same type that are reasonably expected. In this sense, if any of the products is not in accordance with the contract, you must inform us following the procedure detailed in section 17 above and through any of the means of communication provided for this purpose.

The products we sell, especially handcrafted products, or limited series, can often have the characteristics of the natural materials used in their manufacture. These characteristics, such as variations in finishes, will not be considered defects or tares. On the contrary, they should be counted on and appreciated; should be accepted as part of the individual appearance of the product.

Our commercial guarantee will not affect the rights that you have recognized by current legislation.

## **19. RESPONSIBILITY AND EXONERATION OF LIABILITY**

Unless expressly provided otherwise in these Conditions, our responsibility in relation to any product purchased on our website will be strictly limited to the purchase price of said product.

However, and unless otherwise provided by law, we will not accept any liability for the following losses, regardless of their origin:

- Loss of income or sales.
- Loss of business.
- Lost profit or loss of contracts.
- Loss of anticipated savings.
- Loss of data.
- Loss of management time or office hours.

Due to the open nature of this website and the possibility of errors in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained through this website unless it is established expressly the contrary in it.

The information provided by this website is of a general nature and has a merely informative purpose, without fully guaranteeing access to all the contents, nor its accuracy, completeness, correctness, validity or timeliness, nor its suitability or usefulness for a specific goal.

MAREMUSIC RBC, SL is not responsible, in any case, for damages of any nature arising from, but not limited to:

- Errors or omissions in the content. MAREMUSIC RBC, SL does not guarantee that the contents will be permanently updated, nor that they are free of any type of error.
- Absence of portal availability. MAREMUSIC RBC, SL is not responsible for possible damages or losses generated in the user as a result of failures or disconnections in the telecommunications networks that lead to the suspension, cancellation or interruption of the website service, since the operation of these networks depends on third parties.

- Presence of viruses or malicious or harmful programs in the content that may alter computer systems, electronic documents or user data, despite having adopted all the necessary technological measures to prevent it. It is up to the user, in any case, to be provided with adequate tools that protect him against harmful computer programs.

## **20. INDUSTRIAL AND INTELLECTUAL PROPERTY**

All the contents of the website, among others, texts, photographs, graphics, images, icons, technology, software, links and other audiovisual content, as well as its graphic design and source codes, constitute a work whose property belongs to MAREMUSIC RBC, SL, without the user being understood to be assigned any of the exploitation rights over them beyond what is strictly necessary for the correct use of the website, and regardless of whether or not they are susceptible to intellectual property.

Likewise, all trademarks, trade names or distinctive signs of any kind that appear on the website are the property of MAREMUSIC RBC, SL, without it being understood that the use or access to it attributes any right over them to the user.

The total or partial reproduction, exploitation, distribution, modification, assignment or public communication of the contents and any other act that has not been expressly authorized by the owner of the exploitation rights is prohibited. Any use not previously authorized is considered a serious breach of the intellectual or industrial property rights of the author.

To make any type of observation regarding possible breaches of intellectual or industrial property rights, as well as any of the contents of the website, the user must notify MAREMUSIC RBC, SL of said circumstance, attaching the pertinent information.

In any case, MAREMUSIC RBC, SL does not assume any responsibility regarding the intellectual or industrial property rights owned by third parties that are infringed by a third party or by the user.

## **21. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS**

You must not make improper use of this website by intentionally introducing viruses, Trojans, worms, logic bombs or any other program or material that is technologically harmful or harmful. You will not attempt to gain unauthorized access to this website, the server on which the website is hosted, or any server, computer, or database associated with our website. You agree not to attack this website via a denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with this clause could lead to the commission of offenses typified by the applicable regulations. We will report any breach of these regulations to the appropriate authorities and we will cooperate with them to discover the identity of the attacker. Likewise, in case of breach of this clause, you will immediately cease to be authorized to use this website.

We will not be liable for any damage or loss resulting from a denial-of-service attack, virus or any other technologically harmful or harmful program or material that may affect your computer,

computer equipment, data or material as a result of the use of this website or of downloading content from it or to those that it redirects.

## **22. LINKS FROM OUR WEB PAGE**

The lamusainstrumentos.es website may contain links or hyperlinks to other Internet sites, over which it does not exercise any type of control. Therefore, once the user accesses the third-party links and leaves the website, both this document and the Privacy Policy and the Cookies Policy will cease to have effect, since the websites to which the user access are subject to their own policies.

## **23. COMMUNICATIONS IN WRITTEN**

The applicable regulations require that part of the information or communications that we send you be in writing. By using this website, you agree that most of your communications with us will be electronic. We will contact you by email or provide you with information by posting notices on this website. For contractual purposes, you consent to use this electronic means of communication and acknowledge that all contracts, notices, information and other communications that we send you electronically comply with the legal requirements of being in writing. This condition will not affect your rights recognized by law.

## **24. NOTIFICATIONS**

The notifications that you send us must be sent through any of the means of contact that we offer. In accordance with the provisions of clause 23 above and unless otherwise stipulated, we may send you communications either to the e-mail or to the postal address provided by you when placing an order.

It will be understood that the notifications have been received and have been correctly made at the moment they are posted on our website, 24 hours after an email has been sent, or three days after the postage date of any letter. To prove that the notification has been made, it will suffice to prove, in the case of a letter, that it had the correct address, was correctly sealed and that it was duly delivered by post or in a mailbox and, in the case of an email , that it was sent to the email address specified by the recipient.

## **25. ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

The Agreement is binding on both you and us, as well as our respective successors, assigns and assigns. You may not transmit, assign, encumber or in any other way transfer a contract or any of the rights or obligations derived from it, without having obtained our prior written consent.

We can transmit, assign, encumber, subcontract or in any other way transfer a contract or any of the rights or obligations derived from it, at any time during its term. For the avoidance of doubt, such transmissions, assignments, encumbrances or other transfers will not affect the rights that, in your case, you, as a consumer, have recognized by law nor will they nullify, reduce or limit in any other way the guarantees, both express and implied. , which we could have granted.

## **26. EVENTS OUT OF OUR CONTROL**

We will not be responsible for any breach or delay in the fulfillment of any of the assumed obligations, when it is due to events that are beyond our reasonable control ("Cause of Force Majeure").

Causes of Force Majeure will include any act, event, lack of exercise, omission or accident that is beyond our reasonable control and among others, the following:

- Strikes, lockouts or other protest measures.
- Civil commotion, riot, invasion, terrorist threat or attack, war (declared or undeclared) or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
- Impossibility of using trains, ships, planes, motor transport or other means of transport, public or private.
- Inability to use public or private telecommunication systems.
- Acts, decrees, legislation, regulations or restrictions of any government or public authority.

It will be understood that the obligations will be suspended during the period in which the Cause of Force Mayor continues, and we will have an extension in the term to fulfill said obligations for a period of time equal to the duration of the Cause of Force Majeure. We will use all reasonable means to end the Force Majeure Event or to find a solution that allows us to perform our obligations despite the Force Majeure Event.

MAREMUSIC RBC, SL cannot assume any responsibility for the content that may appear on third-party pages, nor does it guarantee the technical availability, quality, reliability, accuracy, amplitude, veracity, validity and constitutionality of any material or information contained in any of said links. or hyperlinks. Likewise, the inclusion of these external connections to external websites does not imply any type of association, merger or participation with the connected entities.

## **27. DISCLAIMER**

The lack of requirement on our part of strict compliance on your part of any of the obligations assumed by you under a contract or these Conditions or the lack of exercise by us of the rights or actions that may correspond to us in under said contract or the Conditions, it will not imply any waiver or limitation in relation to said rights or actions nor will it exempt you from complying with said obligations.

No waiver by us of a specific right or action will imply a waiver of other rights or actions derived from a contract or the Conditions. No waiver on our part of any of these Conditions or of the rights or actions derived from a contract will take effect, unless it is expressly established that it is a waiver and it is formalized and communicated to you in writing in accordance with the provisions in the Notifications section above.

## **28. PARTIAL NULLITY**

If any of these Conditions or any provision of a contract were declared null and void by a firm resolution issued by a competent authority, the remaining terms and conditions will remain in force, without being affected by said declaration of nullity.

## **29. COMPLETE AGREEMENT**

These Conditions and any document expressly referred to in them constitute the entire agreement between you and us in relation to their subject matter and replace any other agreement, agreement or previous promise agreed between you and us. verbally or in writing.

You and we acknowledge having consented to the conclusion of a contract without having relied on any statement or promise made by the other party or that could be inferred from any statement or writing in the negotiations entered into by the two before it, except as expressly mentioned in these Conditions.

Neither you nor we will have any remedy against any misrepresentation made by the other party, verbal or written, prior to the date of a contract (unless such misrepresentation was made fraudulently) and the only remedy available to you the other party will be for breach of contract in accordance with the provisions of these Conditions.

These Terms and Conditions have been written in Spanish and this version will prevail over any translation, in case of conflict.

## **30. OUR RIGHT TO MODIFY THESE TERMS**

We reserve the right to modify the Terms and Conditions. The modifications introduced will not be retroactive.

If you do not agree with the changes made, we recommend that you do not use our website.

## **31. APPLICABLE LEGISLATION AND JURISDICTION**

The use of our website and the contracts for the purchase of products through said website will be governed by Spanish legislation.

Any controversy that arises or is related to the use of the website or with said contracts will be submitted to the non-exclusive jurisdiction of the Spanish courts and tribunals. the user will be governed by current Spanish regulations and the resolution of any possible dispute that may arise will be subject to the Courts and Tribunals of the city of Malaga.



## **32. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS**

Your comments and suggestions are well received. You can send them channels usual or the postal address indicated in clause 2 of these Conditions. In addition, we have official complaint forms available to consumers and users that you can request.

Likewise, you can send your complaints and claims through our contact channels, which will be attended by our customer service in the shortest possible time and, in any case, within the legally established.

If you as a consumer consider that your rights have been violated, you can send us your complaints through the email address info @ lamusainstrumentos.es in order to request an out-of-court dispute resolution.

In this sense, if the acquisition between you and us has been made online through our website, in accordance with EU Regulation No. 524/2013, we inform you that you have the right to request an out-of-court dispute resolution with us. on consumer matters accessible through the Internet address <http://ec.europa.eu/consumers/odr/>.

## **33. CONTACT**

Please keep in mind that the email info @ lamusainstrumentos.es is enabled for the purpose of allowing easy and direct access to the identification data of MAREMUSIC RBC SL as a company, as well as for the purpose that you can file complaints or claims it deems appropriate.

To send comments, suggestions, queries or any other matter other than what is stated above, you can access our usual contact channels.

For more information, please consult the "Contact" section of our website lamusainstrumentos.es