

Version: 20/04/2023

## **LEGAL NOTICE**

### **Ownership of the Website**

In compliance with article 10 of Law 34/2002, of July 11, on Services of the Information Society and Electronic Commerce (hereinafter, LSSI), we inform you that the owner of the following websites:

- <https://rubricaingenieria.com/>
- <https://rubricaingenieria.com/en/>
- <https://rubricabridges.com/>
- <https://rubricabridges.com/wordpress/>
- <https://rubricamaritime.com/>
- <https://rubricatunnels.com/>
- <https://rubsteringenieria.com>
- <https://rubricaengenharia.com.br/pt-br/>
- <https://rubrica.ph>

(hereinafter and interchangeably, THE WEBSITE) is the entity RÚBRICA INGENIERÍA, S.L. (hereinafter, RÚBRICA). The following are its identifying data:

### **RÚBRICA INGENIERÍA, S.L.**

CIF: B12473054.

Permanent Establishment Address: Avenida Hermanos Bou, 246, Castellón de la Plana (Spain).

Registration Data: Registered in the Mercantile Registry of Castellón, Volume 915, Book 480, Folio 106, Section 8, Sheet CS-13323, Inscription 1st.

Web contact email: [info@rubricaingenieria.es](mailto:info@rubricaingenieria.es).

Activity: Technical engineering services.

### **Terms of Use of the Website**

Access to THE WEBSITE implies the status of USER and implies full and unconditional acceptance of all the conditions established in this LEGAL NOTICE. These conditions aim to regulate both the provision of information and any possible commercial relationships that may arise between RÚBRICA and the users of THE WEBSITE.

If the USER decides to use any of the services managed by THE WEBSITE, they must expressly and previously accept all the terms and conditions included in this LEGAL NOTICE and in the PRIVACY and COOKIES policies. Therefore, if the USER does not agree with each and every one of the established conditions, they must refrain from using THE WEBSITE.

There are conditions within this LEGAL NOTICE that refer to the use of a specific service and exclusively affect the relationship established between RÚBRICA and the USERS of said services, not affecting the rest of the users of the page who do not register for them. Accepting service conditions when formalizing the USER registration does not imply assuming any obligation at that time. Such obligations will not come into effect until the USER decides to effectively use the service offered on THE WEBSITE.

RÚBRICA reserves the right to modify or update the content of this LEGAL NOTICE in whole or in part, taking into account any changes in legislation and applicable regulations. Each new version of the LEGAL NOTICE will be effective from the date of its publication on THE WEBSITE. The USER must review its content on each access they make. If the USER does not agree with any changes that may occur, we kindly ask that they do not use THE WEBSITE.

Electronic links directed to LA WEB are allowed as long as they do not alter, falsify, limit, or modify in any way the content or presentation of the pages that make up LA WEB as designed by RÚBRICA.

RÚBRICA is not responsible for the content of third-party websites to which LA WEB establishes links. If at any time it is found that all or part of the content is illegal, the established link to said website will be automatically removed.

### **Responsibility of RÚBRICA**

RÚBRICA will be liable for any damages that the USER may suffer as a result of using LA WEB, provided that such damages are directly attributable to willful or negligent acts of RÚBRICA, and the USER did not act with fault or negligence. There will be no willful or negligent act on the part of RÚBRICA if it proves that it has complied with the legally established requirements and the other care and diligence required by the nature of the service provided.

The information society services offered on LA WEB that are not subject to prior contracting are provided to the USER without requiring any consideration. They only entail the obligation for the USER to comply with the rules of use established in this LEGAL NOTICE. Therefore, RÚBRICA does not undertake to comply with certain levels of availability of LA WEB or to adopt specific security measures. Similarly, RÚBRICA may suspend, withdraw, or cancel partially or completely the services not subject to prior contracting at any time and without prior notice. In the event of such cancellation, it will not affect the services that are subject to prior contracting, which will continue according to what has been agreed with said USERS.

The Internet connection required for access to LA WEB is not provided by RÚBRICA under any circumstances and is the responsibility of the USER. The USER is informed that communications over open networks are not secure. It is the responsibility of the USER to take all appropriate technical measures to reasonably control these risks and

prevent damage to their equipment, loss of data, or theft of confidential information. For this purpose, it is recommended to have updated malicious software detection systems, as well as updated browser security patches when accessing LA WEB.

## **USER Obligations**

In general, the USER is obliged to comply with the conditions established in this LEGAL NOTICE, as well as, where appropriate, the particular conditions applicable to the services or products requested through LA WEB. Likewise, the USER undertakes to act in accordance with the law, good customs, and the requirements of good faith, using the diligence appropriate to the nature of the service enjoyed, refraining from using LA WEB in any way that may hinder, damage or impair its normal operation, the property or rights of RÚBRICA, its suppliers, other users, or, in general, any third party.

In particular, and without this implying any restriction on the obligations assumed by the USER in general established in the previous section, the USER is obliged in their use of LA WEB, as well as in the provision of services managed through it, to:

1. In the event of registration, provide truthful data requested and keep them up to date.
2. Not to introduce, store or disseminate in or from LA WEB any information or material that is defamatory, libelous, obscene, threatening, xenophobic, incites violence, discrimination based on race, gender, ideology, religion or that in any way infringes on morals, public order, fundamental rights, public liberties, honor, privacy or the image of third parties.
3. Not to introduce, store or disseminate through THE WEBSITE any software, data, virus, code or any other electronic or physical instrument or device that is capable of causing damage to THE WEBSITE, any of the managed services, or any of the equipment, systems or networks of RÚBRICA, any user, RÚBRICA's providers or, in general, any third party.
4. In the event of registering for the use of any service or the request of any product, you agree to adequately safeguard the "username" or "email address" and the "password" provided to you for use as an identifier and enabler for access to such services, undertaking not to transfer their use or allow access to them by third parties, assuming responsibility for any damages that may arise from their misuse. You also agree to notify RÚBRICA as quickly as possible of their loss or theft, or mere suspicion of their use by a third party.
5. Not to carry out advertising, promotional or commercial exploitation activities through THE WEBSITE, nor to use the content or information obtained through it to send advertising, send messages for direct sales purposes or for any other commercial purpose.
6. Not to use false identities or impersonate the identity of others in the use of THE WEBSITE, or in the use of any of the services offered on it, including the use of passwords or access keys of other users.
7. Not to use, destroy, alter, disable or damage the data, information, programs or electronic documents of RÚBRICA, its providers or third parties.
8. Not to introduce, store or disseminate through THE WEBSITE any content that infringes intellectual or industrial property rights, intimate, personal or confidential information of third parties, or in general any data of which you did

not have, in accordance with current legislation, the right to make it available to a third party.

## **Communications**

For any necessary communication between RÚBRICA and USERS, they must address it via email to [info@rubricaingenieria.es](mailto:info@rubricaingenieria.es), or by traditional mail to Avenida Hermanos Bou, 246, Castellón de la Plana (Spain).

Communications from RÚBRICA to the USER will be made according to the data provided by the USER when registering on the WEB, or, if applicable, by the address that appears in the last written communication sent by the USER.

The USER expressly accepts, for all communications related to the use of the WEB and/or the contracting of the services offered on it, the use of email as a valid procedure for sending such communications. Likewise, the USER accepts as a valid means of communication the announcements posted directly on the WEB.

## **Intellectual property, industrial property and image rights.**

All content present on the WEB, such as text, images, logos, source code, the selection and presentation format of the materials included on it, as well as its structure and design, are subject to the intellectual property rights belonging to the owner of the WEB, or its use has been authorized with limitations by their owners, therefore, reproduction, public communication, modification, transformation, copying, distribution, or any other form of exploitation and manipulation of such elements is strictly prohibited. No USER may carry out these actions without the prior written authorization of RÚBRICA and, where appropriate, of the owners of such rights.

Likewise, all photographs and videos that appear on the WEB are protected by the image rights of their owners. RÚBRICA has only obtained their authorization for publication on the WEB, so copying such images is strictly prohibited, except with the express written authorization of their owners and RÚBRICA.

## **Disclaimer.**

RÚBRICA is not responsible for the misuse that the USER may make of the contents of THE WEBSITE, reserving the right to update, modify, retain, delete, or prevent access to any content that appears on it, or to close it without prior notice.

RÚBRICA shall not be liable for possible damages or harm that may arise from interference, omissions, interruptions, computer viruses, telephone breakdowns or disconnections in the operational functioning of this electronic system, caused by external factors; delays or blockages in the use of this electronic system caused by deficiencies or overloads in telephone lines, in the Internet system or in other electronic

systems, as well as for damages that may be caused by third parties through illegitimate intrusions outside the control of RÚBRICA.

RÚBRICA shall not be liable for any infringements committed by the USER that may infringe the rights of another user of THE WEBSITE or third parties, which affect copyright, trademarks, patents, confidential information, and any other industrial or intellectual property rights.

### **Applicable legislation**

The relationships established between RÚBRICA and the USER through THE WEBSITE shall be governed by Spanish law, except in those cases where, as a consumer, other more advantageous provisions of mandatory application to the USER apply.

This Legal Notice has been written in the Spanish language. It is possible that, in order to facilitate understanding, a version of this text has been provided in other languages, although the Spanish (Castilian) version shall be considered the priority for interpretation.