

## LEGAL NOTICE

### 1. PURPOSE AND ACCEPTANCE

This legal notice regulates the use of the website: [www.serenitytenerife.com](http://www.serenitytenerife.com)

The website [www.serenitytenerife.com](http://www.serenitytenerife.com) provides services whose primary objective is to allow contact between users and the company, either to contact us or to request estimates.

Browsing the page [www.serenitytenerife.com](http://www.serenitytenerife.com) attributes the condition of user thereof and implies full and unreserved acceptance of each and every one of the provisions included in this Legal Notice, which may be subject to change.

The user is obliged to make correct use of the website in accordance with the laws, good faith, public order, traffic use and this Legal Notice. The User will be liable to SERENITY DIAMOND, S.L. and to third parties, for any damages that may be caused as a consequence of the breach of said obligation.

### 2. OWNERSHIP OF THE WEBSITE AND IDENTIFICATION OF THE INFORMATION SOCIETY SERVICE PROVIDER

In order to comply with the principle of General Information required by Article 10 of the Law 34/2002, of July 11, on services of the information society and electronic commerce, we inform our users that this website belongs to SERENITY DIAMOND, S.L. with CIF B01622802, registered in the Mercantile Register of Santa Cruz de Tenerife on page TF-64747, leaf 74 of volume 3689 of Section 1.

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**Address:** Calle Luxemburgo, Serenity Luxury Villas Office,  
38660 - Playa de las Américas (Santa Cruz De Tenerife)

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**Email:** [office@serenitytenerife.com](mailto:office@serenitytenerife.com)

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**Phone:** +34647388099

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**Web hosted by:** [es.dinahosting.com](http://es.dinahosting.com)

### 3. GENERAL CONDITIONS OF ACCESS AND USE

The website and its services are freely accessible, although the use of certain areas or services is subject to completing data collection forms. Only those over 18 years of age may provide data through our website, and those under 16 cannot provide them without the consent of the parents or guardians.

The User guarantees the authenticity and currency of all the data that he/she communicates to SERENITY DIAMOND, S.L. and will be solely responsible for the false or inaccurate statements that he/she makes.

[www.serenitytenerife.com](http://www.serenitytenerife.com) has the following types of users:

Users who provide data in any of the available forms: The personal data that SERENITY DIAMOND, S.L. requests includes the name and electronic address and those provided by the user when filling in the forms.

Users who have not contacted SERENITY DIAMOND, S.L. but from whom data is collected: Data provided by cookies

#### 3.1. RULES AND PROHIBITIONS OF USE FOR USERS OF OUR SERVICES

The User expressly agrees to make appropriate use of the content and services offered and not to use them to:

- Disseminate criminal, violent, pornographic, racist, xenophobic, offensive content, in support of terrorism or, in general, contrary to law or public order.
- Introduce computer viruses on the network or carry out actions that may alter, damage, interrupt or generate errors or damage to the electronic documents, data or physical and logical systems of SERENITY DIAMOND, S.L. or third parties; as well as hinder the access of other Users to the Website and its services.
- Try to access restricted areas of SERENITY DIAMOND, S.L. or third party computer systems and, where appropriate, extract information.
- Violate the rights of intellectual or industrial property, as well as violate the confidentiality of the information of SERENITY DIAMOND, S.L. or third parties.

- Impersonate the identity of another User, public administrations or a third party.
- Reproduce, copy, distribute, make available or in any other way communicate publicly, transform or modify the Contents, unless it counts with the authorization of the owner of the corresponding rights or it is legally permitted
- Collect data for advertising purposes and to send advertising of any kind and communications for sale or other commercial purposes without your prior request or consent.

### **3.2. PROCEDURE IN CASE OF CARRYING OUT ILLEGAL ACTIVITIES**

In the event that any user or a third party considers that there are facts or circumstances that reveal the unlawful nature of the use of any content and/or the carrying out of any activity on the Web pages included or accessible through the website, you must send a notification to SERENITY DIAMOND, S.L. duly identifying yourself, specifying the alleged infractions and expressly declaring and under your responsibility that the information provided in the notification is accurate.

### **4. PRIVACY POLICY**

The user can see how SERENITY DIAMOND, S.L. uses its data and the security measures implemented at the following link: „privacy policy“

### **5. COOKIES POLICY**

SERENITY DIAMOND, S.L. installs cookies on the user’s computer. To learn more about the cookies on our website, go to the following link: „cookies policy“

### **6. NOTIFICATIONS**

All notifications and communications between users and SERENITY DIAMOND, S.L. will be considered effective, for all purposes, when they are made through postal mail or email or telephone communication. Users should contact SERENITY DIAMOND, S.L. via:

- Sending by post to the following address: SERENITY DIAMOND, S.L. - Calle Luxemburgo, Serenity Luxury Villas Office, 38660 - Playa de las Américas (Santa Cruz De Tenerife).
- Sending by email to the following address: [office@serenitytenerife.com](mailto:office@serenitytenerife.com)

### **7. INDUSTRIAL PROPERTY AND INTELLECTUAL PROPERTY**

All the contents of the website, such as texts, photographs, graphics, images, icons, technology, software, as well as its graphic design and source codes, constitute a work whose property belongs to SERENITY DIAMOND, S.L., without being understood as assigned to any User of the exploitation rights over them beyond what is strictly necessary for the correct use of the Web.

In short, the users who access this website can view the contents and, where appropriate, make authorized private copies as long as the reproduced elements are not subsequently transferred to third parties, nor are they installed on servers connected to networks, nor are they subject to no type of exploitation and only and exclusively while the service is in force.

Likewise, all the brands, trade names or distinctive signs of any kind that appear on the website are the property of SERENITY DIAMOND, S.L., without it being understood that the use or access to it attributes to the User any right over them.

The distribution, modification, transfer or public communication of the contents and any other act that has not been expressly authorized by SERENITY DIAMOND, S.L. are prohibited. In case of breach SERENITY DIAMOND, S.L. will proceed to adopt the appropriate legal measures.

### **8. DISCLAIMER AND MODIFICATION OF THIS LEGAL NOTICE**

The information disseminated on this website is made solely and exclusively for informational purposes, SERENITY DIAMOND, S.L. reserving the right to eliminate or suspend its dissemination, in whole or in part, and to modify the structure and content of this website without prior notice, and may even limit or not allow access to such information. SERENITY DIAMOND, S.L. tries to maintain the quality and updating of this information and to avoid and minimize possible errors, but SERENITY DIAMOND, S.L. will not be liable for damages or losses caused by decisions made based on the information disseminated; neither of inaccuracies, omissions or errors contained in it, nor of the problems that originate from the use of this website or any other external connection; nor of the damages and / or damages in the software or hardware of the user that derive from the access to this Web site.

Users expressly accept that SERENITY DIAMOND, S.L. will not be responsible for unauthorized access or alteration of their transmissions or data, of any material or data sent or received or not sent or received, nor for any transaction carried out through its website.

SERENITY DIAMOND, S.L. reserves the right to modify this legal notice unilaterally and without notice in the terms and conditions it deems appropriate with the sole obligation to inform the user of the modifications made through [www.serenitytenerife.com](http://www.serenitytenerife.com)

## 9. PARTIAL NULLITY

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

## 10. APPLICABLE LAW AND COMPETENT COURTS

This website is subject to the provisions of Spanish legislation and European regulations that apply

Any controversy that arises or is related to the use of the website or said products will be submitted to the non-exclusive jurisdiction of the Spanish courts and tribunals of the province of S/C of Tenerife.

If it is a final consumer, nothing in this clause will affect the rights that as such are recognized by current legislation, and may choose to file a claim to assert his/her rights in relation to these Conditions before the Judge or Courts that correspond to his/her home.

**Version: 2.0**

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