

## **LEGAL NOTIFICATION – ACCESS AND USAGE CONDITIONS**

The owner of this website, accessible through the URL: [www.libreriadeorgasmos.com](http://www.libreriadeorgasmos.com) is BIJOUX INDISCRETS S.L. (henceforth the Website Owner) with address at Calle Viladomat 291 6<sup>o</sup>2<sup>a</sup>, 08029 – Barcelona, Spain with fiscal ID n<sup>o</sup> B61971891 Inscribed in the Mercantile Register of Barcelona, volume 31685, folio 112, sheet B 198379, inscription 6, with email address [info@bijouxindiscrets.com](mailto:info@bijouxindiscrets.com) and telephone number 934158879 for the purposes of communication with the Website Owner.

### **ACCESS AND USAGE CONDITIONS.**

These conditions regulate access and usage of the website [www.libreriadeorgasmos.com](http://www.libreriadeorgasmos.com) (henceforth the Website), which are made available to natural persons of legal age with sufficient legal capacity to be bound by these access and usage conditions and the terms and conditions of publishing the orgasm audios. Those not of legal age or not of sufficient legal capacity must not access the Website, access and use of the services and content of the Website being at their sole and exclusive responsibility.

Read the following information carefully before accessing and using this Website. The use of this digital publication and its content is subject to these conditions; if you do not accept these or the terms and conditions of publishing the orgasm audios, do not access or use this Website. By accessing and using the Website these access and usage Conditions are accepted explicitly, fully and without reservation. Persons accessing and using this Website become users.

This Website offers information and content for the users that access the said Website and the possibility of publishing content on the Website for free without any subscription or registration whatsoever. The status of user is acquired through accessing the Website.

The expression “Website” includes – but is not limited to – the texts, graphics, images, animations, musical creations, videos, sounds, drawings, photographs, computer applications, databases, code and, in general, all the creations expressed through any medium or format, tangible or intangible, currently known or invented in the future, regardless of whether they are subject or not to intellectual property in accordance with the Consolidated Text of the Intellectual Property Law or the regulations that in the future succeed it.

The cost or expenditure for accessing or connecting to the Website shall be borne exclusively by the user. The user needs only to satisfy the following technical conditions to access the Website: to have a web browser and an internet connection.

Users must establish appropriate security measures of a technical nature to avoid undesirable activity on their computer systems, files and hardware used to access the internet and the Website, in the awareness that the internet is not totally secure.

### **1. User’s rights and obligations**

The user may access at no charge and without need of prior authorisation the Website content and services available as such, notwithstanding the terms and conditions for publishing content, which must be accepted and abided by for the publication of orgasm audios.

Under no circumstances may users:

- Use the services or content offered through the Website in a way that is contrary to the access and usage conditions or harmful or damaging to the rights of other users.
- Access or use the site's content for ends that are illicit, harmful to the rights and freedoms of third parties, or that could harm, damage or impede by any means access to the same, in prejudice to the Website Owner or third parties, or for the commission of illicit acts or acts in breach of prevailing legislation, morals, good customs or public order.
- Use the Website, wholly or in part, to promote, sell, contract or disseminate their own or third party advertising, in breach of the access and usage conditions or without the prior authorisation of the Website Owner.
- Carry out any action that impedes or hinders users' access to the site, and/or employ any type of computer virus, code, software, computer program, computer or telecoms device that could cause damage or unauthorised changes to the content provided in the Website or in the information systems, archives and the computer devices of the users of the same; or non-authorised access to any of the content and/or services of the Website.
- Eliminate or modify any protective or identifying device of the Website Owner or its legitimate owners that the contents stored on the Website may contain, or the symbols of the Website Owner or the legitimate third parties.
- Cause harm or damage, whether physical or moral, by sharing the Website's contents on social networks, being liable for the consequences and the harm and damage deriving from the sharing or publication of the Website's content on social networks.

The Website user shall personally answer for damages of any nature caused to the Website Owner, directly or indirectly, by breaching any of the obligations deriving from these access and usage conditions or other regulations governing the use of the Website.

## **2. Rights of the Website Owner**

The Website Owner reserves the right to:

- Modify the Website access conditions, whether technical or not, unilaterally and without prior notice to the users, notwithstanding the provisions of the terms and conditions governing the publication of orgasm audios.
- Limit, exclude or restrict users' access when such users do not provide all the guarantees of usage of the Website in accordance with the obligations and prohibitions entered into by the users.
- End the provision of the service or supply of content, without right to compensation, when this proves to be illicit or in breach of the terms and conditions governing the publication of orgasm audios.
- Modify unilaterally, without prior notice, whenever it is deemed appropriate, the structure and design of the Website, as well as update, modify or suppress all or part of the content and services and the access and/or usage conditions and the terms and conditions governing the publication of orgasm audios, including the ability to restrict or prohibit access to the Website.
- Deny at any time and without need for prior notice access to the Website.
- Initiate any legal or judicial action deemed appropriate for the protection of the Website Owner's rights as well as the rights of third parties that provide their services or content via the Website, whenever it is appropriate.
- Request the compensation arising from the improper or illicit use of all or part of the services or content provided via the Website.

## **3. Exemption and limitation of the Website Owner's liability.**

The Website Owner shall be exempt from any type of liability for damages of all kinds:

- Due to the impossibility or difficulty of connecting to the Website, regardless of the type of connection used by the user.
- Due to interruption, suspension or cancellation to access to the Website, or due to availability or continuity of the operation of the Website or its services and/or content.
- Regarding the services and content, either due to the availability or conditions, technical or otherwise, of access to the same, that are offered or provided by third parties or the users themselves.
- Due to the damages that may result from the information or the orgasm audios that are provided, communicated, stored, transmitted or displayed via a Website that may be accessed by a link included in this Website or due to the sharing of this information or the orgasm audios via the social networks.
- Due to users' sharing of the orgasm audios via the social networks.
- Of the subsequent treatment and use of the personal data and content of the Website carried out by third parties unconnected to the Website Owner or by the users.
- Of the quality and speed of access to the Website and of the technical conditions the user needs to muster in order to be able to access the Website and its services and/or content.

In the event that the orgasm audios on the Website infringe any right of the users or third parties, the person whose rights are infringed should notify the Website Owner of the audio that infringes their right in order to confirm the said audio and proceed to its removal or suppression, if applicable.

#### **4. Intellectual and industrial property of the Website.**

The user acknowledges that the services and content offered via the Website – including but not limited to its texts, graphics, images, animations, musical creations, videos, sounds, drawings, photographs, all the comments, displays, computer applications, databases and html code – are protected by the laws of intellectual property and in accordance with the provisions of these access and usage conditions and the terms and conditions governing the publication of content by the users. The author and economic exploitation rights of this Website are held by the Website Owner.

The provision of services via the Website shall not under any circumstances involve the transfer, renouncement or transmission, wholly or in part, of the ownership of the corresponding rights of intellectual and industrial property, and the rights of the orgasm audios published in the Library of Orgasms shall be assigned in accordance with the provisions of these access and usage Conditions and the terms and conditions governing the publication of the orgasm audios.

No part of this Website, barring the orgasm audios published in the Library of Orgasms, may be reproduced, distributed, transmitted, copied, publicly communicated, transformed, wholly or in part, via any manual, electronic or mechanical system or method (including photocopying, recording or any system of information storage or retrieval) via any currently-known medium or that is invented in the future, without the prior authorisation of the Website Owner or of the third-party owners of the rights of intellectual property. The use, by any method, of all or part of the Website content shall be subject to the need to request prior authorisation from the Website Owner and the acceptance of the corresponding licence.

The Website Owner shall have the right to seek redress against the user by all the legal resources at its disposal and claim any compensatory sums for the culpable or negligent action or omission directly or indirectly attributable to the user of the Website occasioning a breach of the Website Owner's intellectual and industrial property rights.

#### **5. Assignment of the rights to the audios in the Library of Orgasms.**

The audios in the Web Site's Library of Orgasms are ceded to anyone who downloads or copies them, and with them all rights of intellectual ownership without any limitation or restriction whether temporal or territorial. The audios in the Library of Orgasms are offered with a Creative Commons licence without restrictions in the characteristics of the licence and with no rights reserved.

After ceding the rights in the audios in the Library of Orgasms, the use and fate of such audios shall be the responsibility of those who copy, publish, transmit and distribute them.

The remaining Website contents maintain their intellectual property rights and restrictions regarding their use in accordance with these usage and access Conditions.

## **6. Conditions of privacy and/or treatment of data of a personal nature.**

The Website Owner hereby informs you that the collection of users' data of a personal nature may be carried out at the time of uploading an orgasm audio in order to notify the user of its publication and with the sending of emails to the email addresses provided in this Website, whenever data of a personal nature is included in such emails.

Processing of personal data shall be understood as referring to those technical procedures and operations, whether automated or not, that enable collection, recording, storage, preparation, modification, blocking and cancellation, as well as the assignment of data arising from communications, consultations, interconnections and transfers.

The Website Owner hereby informs the users of the website of the voluntary character of providing data of a personal nature, not providing or submitting data of a personal nature upon uploading an orgasm or via emails if they do not desire the Website Owner to subject their personal data to processing.

The Website Owner explicitly informs you that your data of a personal nature collected at the time of uploading an orgasm will be processed to notify you when it has been published in the Website's Library of Orgasms, and the personal data submitted via emails shall be processed in order to attend and answer the questions and queries posed and to send the information and documentation requested. The data of a personal nature submitted by users must be true and up-to-date.

The Website Owner hereby informs users of their rights of access, rectification, cancelation and opposition accruing to them by virtue of Organic Law 15/1999 on the protection of data of a personal nature and that they may be exercised at the address provided by the Website Owner in this Website. Users may at any time discover the data that has been collected and processed regarding themselves; rectify any information that proves to be erroneous; cancel such information and express opposition to their use.

The Website Owner has the duty of secrecy and confidentiality regarding the personal data treated and takes the security measures regarding the data of a personal nature required by Royal Decree 1720/2007, of 21 December, whereby the Regulations developing the Organic Law 15/1999, of 13 December, concerning protection of data of a personal nature are approved.

## **7. Duration and termination**

The provision of the service of the Website is, in principle, of unlimited duration. The Website Owner is authorised to declare the provision of the Website service and/or any of the services as terminated or suspended at any time. Whenever reasonably possible, the Website Owner will give prior notice of the termination or suspension of the provision of the service of the Website.

## **8. Applicable legislation and jurisdiction**

These access and usage conditions and the Terms and conditions governing the publication of orgasm audios shall be governed by Spanish legislation. The parties, explicitly renouncing their own local court system, submit themselves to the rulings of any court cases that may be handed down by the Courts and Tribunals of Barcelona.

The translation of these access and usage conditions for the Website and the other terms and conditions that are included in this Website in any language other than Spanish is offered for information purposes, the version in Spanish being the only legally binding version in the event of discrepancies with the translations.

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