

## - TERMS AND CONDITIONS OF TOGASHI DAMASQUINOS -

### 1. PROPERTY RIGHTS

**Togashi Damasquinos** is the sole and exclusive owner, of all rights, title and interests in and on the website, of all content (including, for example, audio, photographs, illustrations, graphics, other visual media, videos, copies, texts, software ... etc), codes, data and materials thereof, the appearance and environment, the design and organization of the Website and the compilation of the content, codes, data and materials on the Website, including but not limited to, any copyright, trademark rights, patent rights, database rights, moral rights and other intellectual property and patrimonial rights thereof. Your use of the website does not grant you ownership of any of the content, codes, data or materials that you can access in or through **Togashi Damasquinos**.

We may permanently or temporarily terminate or suspend your access to the service without prior notice and liability for any reason, even if at our sole determination you violate any provision of these terms or any applicable law or regulation. You can discontinue use and request to cancel your account and / or any service at any time.

Notwithstanding the contrary in the foregoing, with respect to automatically renewed subscriptions to paid services, such subscriptions will be suspended only at the expiration of the corresponding period for which you have already made payment.

You agree to indemnify and hold harmless **Togashi Damasquinos** from any claims, losses, liabilities, claims or expenses (including attorneys' fees) made by third parties against you as a result of, or arising out of, or in connection with your use of the website or any of the services offered on the website.

To the maximum extent permitted by applicable law, in no event shall **Togashi Damasquinos** be liable for indirect, punitive, incidental, special, consequential or exemplary damages, including, among others, damages for loss of profits, goodwill, use, data. or other intangible losses, arising from or related to the use or impossibility of use the service.

To the maximum extent permitted by applicable law, **Togashi Damasquinos** assumes no responsibility for errors, errors or inaccuracies of content, personal injury or property damage, of any nature whatsoever, as a result of your access or use of our service and any unauthorized access or use of our secure servers and / or all personal information stored on them.

We reserve the right to change these terms from time to time at our sole discretion.

Therefore, you should check these pages periodically.

When we change the Terms in a material way, we will notify you that important changes have been made to the terms.

Your continued use of the website or our service after such change constitutes your acceptance of the new Terms.

If you do not accept any of these terms or any future version of the terms, do not use or access (or continue to access) the website or the service.

## 2. PROHIBITED

Any distribution, publication or commercial or promotional exploitation of the Website, or any of the content, codes, data or materials in **Togashi Damasquinos**, is strictly prohibited, unless you have received the prior express written permission of the authorized personnel, website or any other applicable rights holder. Except as expressly permitted in this contract, you may not download, report, post, publish, copy, reproduce, distribute, transmit, modify, execute, broadcast, transfer, create derivative works from, sell or in any other way, exploit any of the content, codes, data or materials on or available through **Togashi Damasquinos**. You further agree not to alter, edit, delete, remove, or otherwise change the meaning or appearance of, or change the purpose of, any of the content, codes, data, or materials on or available through **Togashi Damasquinos**, including, without limitation, the alteration or removal of any trademark, registered trademark, logo, service mark or any other proprietary content or notice of proprietary rights. You acknowledge that you do not acquire any property rights by downloading any copyrighted material from or through this website. If you make any other use of the website, or of the contents, codes, data or materials that are found there or that are available through **Togashi Damasquinos**, unless it is stipulated above, you can violate copyright laws and may be subject to legal liability for such unauthorized use.

## 3. PRIVACY POLICY

We know how important our use of your personal information is to you. We appreciate the trust you place in us so that we treat it with due care and prudence. This Privacy Notice describes how we collect and treat your personal information on the **Togashi Damasquinos** websites that refer to this Privacy Notice (collectively, the "**Togashi Damasquinos Services**").

When you make a transaction on our website, as part of the process, we collect general information that you provide to us, such as your name, address and email. Your personal information will only be used for the reasons specified above.

We collect such personal and non-personal information for the following purposes:

1. To provide and operate the services.
2. To provide our users with customer support.
3. To create aggregated statistical data and other aggregated and / or inferred non-personal information that we may use to provide and improve our respective services.
4. To comply with applicable laws and regulations.

Our company is hosted on the Wix.com platform.

Wix.com provides us with the online platform that allows us to sell you our products and services. Your data may be stored through Wix.com data storage, Wix.com databases and general applications. They store your data on secure servers behind a firewall. All direct payment gateways offered by Wix.com and used by our company adhere to the standards established by PCI-DSS administered by the PCI Security Standards Council, which is a joint effort of brands such as Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

We may contact you to notify you of your account, to resolve problems with your account, resolve a dispute, collect fees or money owed, to poll your opinions through surveys or

questionnaires, to send updates about our company, or when necessary to contact you. to enforce our User Agreement, applicable national laws and any agreements we may have with you. For these purposes, we may contact you by email, telephone, text messages and postal mail.

If you do not want us to process your data, contact us at

**[handmade.damasquinos@gmail.com](mailto:handmade.damasquinos@gmail.com)**

We reserve the right to change this privacy policy at any time, so please check back frequently. The changes and clarifications will take effect immediately after their publication on the website.

If we make material changes to this policy, we will notify you that it has been updated, so that you know what information we collect, how we use it, and under what circumstances, if any, we use and / or disclose that.

### **3.1 USE OF COOKIES**

On our website we use our own and third-party cookies (Google Analytics) to improve your user experience and collect statistical data on the use of our website by users. Cookies are only associated with the browser you are using, so that no type of personal data is stored about the user who visits our website. You can configure your browser to notify and / or reject the installation of cookies, without prejudice to the user's ability to access the different areas of the web, except for the technical support chat service.

If you browse our website, you will be accepting the use of cookies under the conditions established in this Cookies Policy. This policy can be updated, so we invite you to review it regularly.

#### **WHAT ARE COOKIES?**

They are small data files that the Internet server sends to the device with which you connect to our websites and which it stores. They are only associated with your browser and do not themselves provide personal data. Cookies cannot harm your device and are also very useful, since they help us identify and resolve errors.

If you want more information about how it works, we recommend you visit [www.allaboutcookies.org](http://www.allaboutcookies.org) and [www.youronlinechoices.eu](http://www.youronlinechoices.eu)

#### **SOCIAL NETWORK COOKIES**

Our website includes buttons that users can use, in a simple and intuitive way, to link and share certain content on social networks such as Facebook, Twitter, Google+, LinkedIn or Pinterest. This functionality involves the use of cookies that link to the web pages of these social networks, storing the information only in them.

#### **CONFIGURATION OF COOKIES**

You can check the steps to disable the installation of cookies in the "Help" section of your browser: Microsoft Internet Explorer, Google Chrome, Safari, Mozilla Firefox and Opera.

Many browsers allow you to activate a private mode by which cookies are always deleted after your visit to the web. Depending on each browser, this private mode can have different names. Below you will find a list of the most common browsers and the different names for this "private mode":

- Internet Explorer 8 and higher - InPrivate
- Opera 10.5 and higher - Private Browsing
- Google Chrome 10 and higher - Incognito
- Safari 2 and higher - Private Browsing
- Firefox 3.5 and higher - Private Browsing

#### **4. TRADE TERMS OFFERED TO CUSTOMERS**

By purchasing an item, you agree that: You are responsible for reading the entire item listing before committing to purchase it.

You enter into a legally binding contract when you agree to purchase an item and complete the Check-Out process.

We reserve the right to change our prices for products displayed at any time and to correct price errors that may inadvertently occur. Additional information on pricing and sales tax is available on the payments page.

#### **5. RETURN POLICY**

##### **1/. PRICES**

The prices of the products do not include VAT.

"**Togashi Damasquinos**" adds the taxes and shipping costs (when applicable) at the end of the purchase.

##### **2/. PAYMENT CONDITIONS AND METHODS**

The products will be paid in advance by credit card or, transfer - We accept the following payment methods: - Payment by POS credit card (VISA, Mastercard, American express and others). You will be redirected to the bank's payment gateway to formalize the payment. You must have the credit card activated in your bank, to make purchases online, the system will ask you for a password. - Payment by credit card, you must enter your credit card information, numbering, name of the owner, expiration date and the three security numbers on the back of the card, called CCV. - Payment through the Paypal system. All cards and with your personal account if you have one. - Payment by bank transfer, to our bank account.

##### **3/. SHIPPING**

If the product is available it will be sent within a maximum period of 3 days, depending on the current stock. Products not available in our store may take up to 7 days. Attention: shipments are suspended on Saturdays, Sundays and holidays. Upon request, the products may be sent to another address.

##### **4/. SHIPPING MODE**

The shipping cost goes to part of the amount of the product. We offer free standard shipping, on purchases over 80 euros. We have two shipping options. (standard and express service) Costs vary according to option and destination. (Orders are usually ready from 3 days to 1 week, depending on the number of items or product availability). The charges corresponding to customs and local taxes must be paid by the client at the time of receiving the order. In the event that the recipient is absent, the carrier will leave a notice and the customer may contact the carrier to agree on the mode of delivery. **"Togashi Damasquinos"** excludes all responsibility in case of deficiencies or delays in delivery attributable to causes of force majeure (bad weather, difficulty in reaching the planned delivery area, etc.). The products travel covered by insurance policies stipulated by "Togashi Damasquinos" ", in accordance with the type of transport used.

If within a reasonable period you have not yet received your order, we advise you to contact our customer service as soon as possible using the contact forms found in the 'Contact us' section at [handmade.damasquinos@gmail.com](mailto:handmade.damasquinos@gmail.com), from this way our staff can check the status of your order and carry out a specific search with the carrier.

Attention: given the intense traffic that is created during the Christmas period, there may be delays in the delivery times specified in the table.

Recommendation: To receive the package before Christmas, we recommend that you make it one month in advance. When you receive the order, check that the number of packages corresponds to that specified in the attached document, that the packaging is complete and does not show any damage or alteration.

In the event that any of these conditions is verified, it is necessary to make an immediate claim to the transport company and ask to sign with a reservation, indicating in the transport document that I accept a reservation because of "(eg damaged packaging) , sign the document and also request the carrier's counter-signature. This procedure is necessary for the transport company to be responsible for the damages that, if any, had been caused during the transport.

## **6. RETURNS AND RESOLUTION RIGHTS**

**"Togashi Damasquinos"** will not accept returns on sales of merchandise that can be reproduced or copied easily and immediately. **"Togashi Damasquinos"** will not give any possibility of accepting the return of an order that has already been placed, unless it wishes cancel the purchase within 48 hours. Only then will the amount be refunded. **"Togashi Damasquinos"**.

**"Togashi Damasquinos"** will proceed to return the amount of the merchandise when due to causes not attributable (whether direct or indirect) to it, it was unable to serve it.

## **7. GUARANTEE**

Do not forget that our product is totally artisan, we make authentic handmade damask. Its final finish shines on its own, being able to appreciate the careful and inimitable work we do at **Togashi Damasquinos**.

Do not hesitate to ask us prior information about the process we carry out, its duration, materials, etc.

## 8. TREATMENT OF CLIENT DATA

Data of the controller:

Identity: Carlos De La Torre Ludeña - NIF: 03769726a

Postal address: plaza de valdecaleros n3 3A

Telephone: 695318480 - Email: [handmade.damasquinos@gmail.com](mailto:handmade.damasquinos@gmail.com)

"At **Togashi Damasquinos** we process the information you provide us with in order to provide the requested service and perform your billing.

The data provided will be kept as long as the commercial relationship is maintained or for the time necessary to comply with legal obligations and meet possible responsibilities that may arise from the fulfillment of the purpose for which the data was collected.

The data is not transferred to third parties except in cases where there is a legal obligation.

You have the right to obtain information about whether **Togashi Damasquinos** is treating your personal data, so that you can exercise your rights of access, rectification, deletion and portability of data and opposition and limitation to their treatment before Carlos De La Torre Ludeña, plaza de valdecaleros n3 3A or at the email address [handmade.damasquinos@gmail.com](mailto:handmade.damasquinos@gmail.com), attaching copy of your DNI or equivalent document.

Likewise, and especially if you consider that you have not obtained full satisfaction in the exercise of your rights, you may file a claim with the national control authority by addressing the Spanish Data Protection Agency, C / Jorge Juan, 6 - 28001 Madrid.

Likewise, we request your authorization to offer you products and services related to those contracted and retain you as a customer. "

If you are not satisfied with receiving this type of information, you can indicate it at any time through [handmade.damasquinos@gmail.com](mailto:handmade.damasquinos@gmail.com), and we will automatically proceed to cancel it.