

General terms and conditions of use of the website

1. General information

GESTORA CLUBS DiR, S.L., with Corporate Tax ID No. B62849146 and registered address at calle Industria, 90-92, entlo. 6ª, 08025 Barcelona, Spain, is registered in the Barcelona Trade and Companies Registry, book 34,506, folio 184, sheet B-248890, entry 1.
Telephone: 902 10 1979; Email: info@dir.cat

2. Purpose

The purpose of these general terms and conditions is to regulate users' access to, and use of the corporate website of GESTORA CLUBS DiR, S.L. (hereinafter DiR), which can currently be found at www.dir.cat / www.dir.es / www.dirfitness.cat / www.dirfitness.es (hereinafter, the Corporate Website).

Some services provided by the Website accessible by Internet users or exclusively for DiR members may be subject to special terms and conditions, regulations and standards that may supersede, complement and/or amend these general terms and conditions of use of the Corporate Website and which must be accepted by the user before the corresponding services can be provided. To request and complete online registration, DiR provides the online registration terms and conditions in advance as particular conditions that must be expressly accepted by the user.

Upon accessing the Corporate Website, the user is subject to these general terms and conditions of use and to the legal notices, privacy policy, personal data protection policy, cookies policy and any other legal texts that may apply to this Corporate Website at any time.

By accessing and using the Corporate Website, you accept and submit to these general terms and conditions in the published version at all times.

3. Website access and use

Access to, and use of the Corporate Website is free of charge for users and does not require user registration. However, certain information and services provided through the Corporate Website may only be accessed and used following user registration.

In the case of user registration by means of usernames and passwords, both the username and the password shall belong exclusively to the person to whom they are assigned. The user and the user alone is responsible for keeping both the username and the password strictly and absolutely confidential and must therefore accept liability for any damages or repercussions of any kind that may arise from a breach of confidentiality or disclosure of these confidential credentials.

Users may not misuse the Corporate Website or undertake activities contrary to the law, morality, public order, good faith and, in general, contrary to these general terms and conditions. Users must refrain from obtaining, or trying to obtain, the contents of the Corporate Website, except in cases where measures or procedures have been provided for such purposes.

DiR reserves the right to refuse or withdraw access to the Corporate Website and/or services contained therein at any time and without having to give prior warning, for any user who fails to comply with the stipulations of these terms and conditions, particularly the preceding paragraph.

4. Intellectual and industrial property

The intellectual property of the contents of the Corporate Website, including but not limited to the information, data, text, photographs, graphics, other audiovisual or sound content, databases, designs, source codes, technology, software, site maps and other digital products or services are the exclusive property of DiR for their entire legal life and are accessible to anyone.

All distinguishing marks, including trademarks, commercial names or distinctive signs that appear on the Corporate Website, are protected by current trademark legislation and are the exclusive property of DiR. As such, users may not reproduce, communicate, exploit or use such distinguishing marks, except with the prior written consent of the owner of said marks. Certain Corporate Website content belong to their respective authors and are used on this Website in virtue of their corresponding licence or authorisation.

By publishing content on the sections of the Corporate Website enabled for such purpose, including videos, photographs or comments, the user grants DiR a licence over the intellectual and/or industrial property rights that may or may not apply to said content. This licence is not exclusive in nature and covers all rights and forms of exploitation of such content for everyone for the duration of its legal life, without any remuneration being due for said content. By providing the content as detailed in this paragraph, users guarantees that they are not in violation of any third-party rights or in infringement of any legal or regulatory provision. As such, DiR shall not be liable for any violation of third-party intellectual and/or industrial property rights deriving from content provided by third parties. Furthermore, DiR shall not be liable for any loss or damage to persons or property deriving from the opinions, ideas or recommendations appearing in the content published on the Corporate Website by users.

5. Ethics and responsibility derived from the user's use of the Internet and Corporate Website

Users undertake to use the information and services contained on the Corporate Website exclusively for their own needs and to not directly or indirectly commercially or professionally exploit the services to which they have access or the results obtained through use of the Corporate Website, except with the express consent of DiR. Users may not use the features or functions of the Corporate Website to conduct or suggest illegal activities or to try to attract users to other competitor services.

DiR shall not, under any circumstances, be responsible for how users use the Corporate Website. Users must abstain from any conduct in the use of the Corporate Website or resources provided that violates the intellectual or industrial property rights of DiR or third parties, that violates or transgresses honour, personal or family privacy or the image of third parties, or that is illegal or immoral. Users must abstain from destroying, altering, misusing or damaging data, programs or electronic documents belonging to DiR by any means, as well as the introduction or dissemination via the Network of programs of viruses, mini-applications or any physical or electronic instrument that may cause or be likely to cause any type of change to the Network, the system or the equipment of third parties. Deleting, modifying email messages of other users, sending mass emails for commercial or advertising purposes, as well as undertaking any kind of activity or practice that violates the principles of good conduct generally accepted by Internet users, is strictly prohibited.

Access to the Corporate Website does not imply any obligation on the part of DiR to guarantee a lack of viruses or any other damaging digital entity. It is the user's responsibility to acquire the appropriate tools for the detection and disinfection of damaging computer programs. Access to the Corporate Website requires the services and support of third parties, including transport through telecommunication networks, for which DiR shall not be held responsible for their reliability, quality, continuity or operation. As such, DiR shall not be held liable for any damage caused by accessing the Corporate Website or for any hindrances to such access.

DiR shall also not be liable for the content of pages that users may access from links on the Corporate Website or for information sent by users by means of Internet-based tools for entering content, which could include blogs, forums or social media, when it is unaware that the information accessed by the links or that the information stored is of an illegal nature or that it could harm the property or rights of a third party liable for compensation. DiR undertakes to act with due diligence to remove or prevent access to such information described above, as soon as it becomes aware of its existence.

DiR undertakes to resolve any problems that may arise and to offer all necessary support to the user to quickly and satisfactorily resolve any incidents that may arise concerning the Corporate Website.

6. Links

The Corporate Website may contain links to other websites operated by physical or legal persons other than DIR. In these cases, DIR acts as intermediate service provider and will only be liable for the content and services of the linked websites insofar as it is aware of the illegal nature of the contents and services of these websites and fails to disable the link with due diligence.

Any links to the Corporate Website must be authorised in advance and in writing by DIR. Links to websites with information or content contrary to the law, morality, public order or generally-accepted social norms shall not be authorised under any circumstances. Authorised links may only direct users to the homepage of the Corporate Website. As such, deep linking (i.e. link to any web page other than the homepage) is strictly prohibited.

7. Social Media, Blogs and Forums

DiR has a profile on the following social networks: Facebook, Twitter, Instagram, YouTube, Google+, LinkedIn and Pinterest (hereinafter referred to as Social Media). All these profiles have been created for the primary purpose of publicising DiR products and services and enabling Social Media users, who must be aged 14 years or over, to share opinions and write comments, share links, upload photographs, etc., which will be visible on Social Media.

Users may join the groups or profiles that DiR has established on the various Social Networks. Users who follow or 'like' any of these groups or profiles are implicitly showing interest in the information publicised on the Social Networks and accept the terms and conditions of use and the privacy policy of the applicable social network.

Users are also able to enter content on DiR blogs or forums in the form of comments. The publication of content will, in all cases, be subject to these General terms and conditions of use of the website, and to this section in particular.

The comments and content published by users on Social Media or on any DiR blog or forum may be seen by all users. As such, courtesy and good taste are mandatory. The person identified as having entered the content shall be responsible for the same.

Each individual user is responsible for their interactions on Social Media and on DiR blogs and forums, and the opinions expressed by users under no circumstances represent the opinion of DiR. DiR reserves the right to moderate and delete, without prior warning, any content that may be inappropriate or offensive.

DIR shall not be held liable for videos, photographs or any other material that users may share by means of the tools enabled for this purpose on Social Media or on DIR blogs or forums. The user must be the legitimate author of the images and videos uploaded to Social Media and/or shared on DIR blogs or forums, and must have the permission of anyone who may appear in such photographs or videos. Furthermore, users who upload or share content on any media grant DiR the right to reproduce, use, distribute, publicly disseminate or perform any other type of activity with such content.

By following or 'liking' DiR on Social Media, you consent to:

- The processing of your personal data by the Social Network in compliance with its privacy policies.
- DIR accessing the public information of your profile.
- The sending of individual messages through Social Media channels, when so permitted.
- Receive updates on the status of the DIR Social Media page on the user's profile.

Users may stop following or 'liking' DiR at any time and thereby stop receiving Social Media content. Users can also configure their privacy settings to modify or restrict the sharing of connections.

8. Applicable legislation

These general terms and conditions and all other terms and conditions applicable to the Corporate Website are subject to Spanish law.

In the event of a disagreement or dispute between the parties, each agrees to submit, at their own discretion, and waiving any other jurisdiction or jurisdiction to which they may have rights, to the courts and tribunals of the city corresponding to the User's domicile.