Terms of Use and Privacy

Last updated: May 15th, 2025.

1.- Owner and Data Controller

1.1.- Identification

This site is owned and operated by Construccions Comas Rosselló S.L.U (hereinafter “Toni Comas Rosselló” or “Service”), with address at Carrer Mercuri, 6, Alcúdia,Illes Balears, Spain.

Email: admontcrconstruccions@gmail.com
NIF: B-75535054

Registered in the Commercial Registry of Palma: S 8 , H PM102213, I/A 1

The use of the website attributes the status of user, and with this you accept the terms and conditions indicated below: these Terms of Use and Privacy and our Cookie Policy.

1.2.- Acceptance

Acceptance of the Toni Comas Rosselló Terms of Use and Privacy is a necessary condition for the use of our website.

These Terms of Use and Privacy regulate the collection, processing and use of your personal and non-personal information as a Toni Comas Rosselló user, as of the effective date that appears in the header. Likewise, they indicate the conditions of use of the website and its functions (hereinafter the Service).

To process your personal data, Toni Comas Rosselló complies with current local and European legislation, as well as its implementing regulations.

2.- Description and Use of the Service

2.1.- Description

The Service offers a comprehensive service in the field of civil and private construction, covering all phases of the construction process, from initial planning to final delivery, adapting in each case to the needs and requirements of each client.

3.- External links

The website may link to other websites.

However, we do not exercise any control over these sites or their contents, which are in fact subject to their own terms and conditions. We also do not assume any association or responsibility for them, nor do we guarantee their technical availability, quality, reliability, accuracy or veracity.

4.- Intellectual and Industrial Property

The content and information of the Service (among others, brands, logos, data, text, image or computer code), as well as the hardware or software elements used to provide such content and information, are their property or have the corresponding authorizations for their use.

For this reason and by virtue of the provisions of national and European regulations on intellectual property, modification, reproduction, duplication, copying, distribution, sale, resale and other forms of exploitation for commercial or equivalent purposes of the Service and its content are prohibited.

Any other use of the content of the Service requires prior written consent from us or, as the case may be, from the authors of the content.

5.- User Content

You can contribute to the Service by sending us messages to our email address or through the contact form (hereinafter “Content”).

We may use your Content, respecting your privacy and confidentiality where appropriate, in various ways, such as: displaying it on the website, reformatting it, translating it into other languages, editing it for clarity, correcting errors, promoting it or distributing it.

Therefore, by sending us Content you grant Toni Comas Rosselló a worldwide, non-exclusive, free, transferable and sublicensable license to use that Content until the content is removed.

That means that the content remains yours but Toni Comas Rosselló, thanks to that user license, can: **a)** use, reproduce, modify, adapt, translate, distribute and publish the Content, create derivative works from it, display and display it throughout the world, by any known media and for any legitimate purpose; and **b)** use the name that you submit in connection with that Content.

However, Toni Comas Rosselló reserves the right not to publish content or information that is false or contrary to the rights of third parties.

6.- Age

Regarding the use of the website, you declare that you are of legal age and that you have the necessary legal capacity to be bound by this agreement and use the site in accordance with its terms and conditions, which you fully understand and acknowledge.

You declare that all information you provide to access the Service, before and during use, is true, complete and accurate.

7.- Data protection

7.1.- Information collected

The personal and non-personal information collected will change depending on your use of the website and its features.

The personal and non-personal information collected will reach us in three ways: **1)** automatically collected and **2)** which you provide us voluntarily and **3)** that provided by third parties.

7.2.- Data collected automatically

This information will consist of:

- The one collected through cookies or similar mechanisms stored on your device, always with your consent. Consult our Cookies Policy for more information.

- The IP from which the connection is made, the type of device used and its characteristics, the version of the operating system, the type of browser, the language, the date, the country, the time of the request, the referring URL or the mobile network used, among others.

- Site usage data and possible errors detected during use, such as pages not found or erroneous views.

- In addition, Toni Comas Rosselló uses Google Analytics, an analytical service provided by Google LLC domiciled in the United States with headquarters at 1600 Amphitheater Parkway, Mountain View, California 94043. To provide these services, they use cookies that collect information, including the user's IP address, which will be transmitted, processed and stored by Google in the terms established on the website http://www.google.com. Including the possible transmission of said information to third parties for reasons of legal requirement or when said third parties process the information on behalf of Google.

7.3.- Data provided by third parties

- This information will consist of: that provided by social networks.

7.4.- Rights

We inform you that completing the forms is voluntary. However, if you do not complete the required fields (usually marked with an asterisk), the use of some functions of the Service will not be possible or will be limited.

The personal data that you provide us is incorporated and will be treated in accordance with the Toni Comas Rosselló Processing Activities Registry in order to be able to respond to your requests.

You can exercise at any time the rights of access, rectification, erasure, purpose limitation, opposition and portability of your personal data by email addressed to: admontcrconstruccions@gmail.com Or the postal address: Carrer Mercuri, 6, Alcúdia,Illes Balears, SPAIN.

In both cases you must identify yourself with your first and last name, as well as a copy of your DNI or national ID, if necessary.

In the event that you have given consent for a specific purpose, you have the right to withdraw consent at any time, without affecting the legality of the processing based on consent prior to its withdrawal.

Additionally, if you believe there is a problem with the way Toni Comas Rosselló is handling your data, you can direct your complaints to the data protection authority that corresponds, being the Spanish Data Protection Agency the one indicated in the case of Spain.

7.5.- Use of Data

Toni Comas Rosselló will use the data collected to:

- Manage and update the service (the legal basis being our legitimate interest in maintaining and keeping the service up to date and in good condition).

- Respond to your requests (the legal basis being our legitimate interest in responding and resolving our users' queries).

- Send you our newsletter and promotional offers by email (the legal basis being your consent or our legitimate interest based on the prior contractual relationship, as applicable).

You can unsubscribe from these communications from the email itself or by contacting us. However, you cannot unsubscribe from certain correspondence from us, such as messages regarding the security of your data or the terms and conditions of the Service.

- Maintain the security of the Service, investigate illegal activities, enforce our terms and conditions and assist state security forces in the framework of their eventual investigations (the legal basis being our legitimate interest in guaranteeing and maintaining the security of the Service and its users).

Likewise, the Service may use users' personal and non-personal information in the form of aggregated and anonymous data to display to third parties. You may also share statistics and demographic information about users and their use of the Service with third parties. None of this will allow these third parties to identify you personally.

The Service does not use automated individual decisions.

7.6.- In emails and contact forms

The site's website has TSL encryption that allows the user to securely send their personal data through standard contact forms.

The personal data collected will be subject to automated processing and incorporated into the corresponding activity registry files of which the Service is the owner.

In that sense:

- We will receive your IP, which will be used to verify the origin of the message in order to offer you appropriate recommendations (for example, present the information in the correct language) and to detect possible irregularities (for example, possible cyberattack attempts on Toni Comas Rosselló), as well as data related to your ISP.

- Likewise, you can provide us with your data by telephone, email and other indicated means of communication.

7.7.- On social networks

We have profiles on some of the main social networks on the Internet, and Toni Comas Rosselló is responsible for the processing in relation to the data published on them (for example, photos uploaded by Toni Comas Rosselló in which people's faces appear).

The processing that Toni Comas Rosselló will carry out with the data within each of the aforementioned networks will be, at most, that which the social network allows for corporate profiles.

Thus, the Service may inform, when the law does not prohibit it, our followers by any means that the social network allows about its activities, as well as provide a personalized user service.

In no case do we extract data from social networks, unless the user's consent to do so is specifically and expressly obtained.

When, due to the very nature of social networks, exercising your rights depends on modifying your profile, we will help and advise you to the best of our ability.

7.8.- Conservation of data

The following indicates how long the data processed by Toni Comas Rosselló is kept:

- The disaggregated data will be kept without a deletion period.

- Customer data will be kept depending on the contracted service. In any case, it will be the minimum necessary, and can be maintained up to:

    - 5 years, according to art. 1964 of the Civil Code (personal actions without special deadline).

    - 6 years, according to art. 30 of the Commercial Code (accounting books or invoices, for example).

- User data uploaded by Toni Comas Rosselló to pages and profiles on social networks will be kept from the moment the user offers their consent until they withdraw it.

8.- Service providers and others

There are third parties that manage part of the Service.

Toni Comas Rosselló requires them to comply with these Conditions of Use and Privacy in what is applicable to them and, in addition, they must have their own. However, Toni Comas Rosselló will not be responsible for compliance with said policy.

Under some circumstances, Toni Comas Rosselló may share, use, preserve or disclose personal information with third parties, on a non-aggregate basis:

- To provide the Service:

Service providers that provide functions on our behalf, such as web hosting, statistics control, email management, the platform or platforms where we host the videos, the emailing and CRM tool or the agency that processes the billing data.

These service providers may collect and have access to information as necessary to perform their functions, but they are not permitted to share or use the information for any other purpose.

For the efficiency of the service, some of the aforementioned providers are located in territories outside the European Economic Area that do not provide a level of data protection comparable to that of the European Union, such as the United States. In such cases, we inform you that we transfer your data with adequate guarantees and always maintaining the security of your data.

Specifically, with Google LLC (Google Inc.), 1600 Amphitheater Parkway, Mountain View, California 94043 USA, we have signed Standard Contractual Clauses approved by the Commission, the content of which you can consult at the following link: Google LLC Type Contractual Clauses

- To cooperate with the competent authorities:

If we believe it is reasonably necessary to satisfy any law, legal process or legitimate interest. In any case, we will only provide the information strictly required.

9.- Exclusion of guarantees and liability

Except in those cases expressly described in these terms and conditions and to the extent permitted by law, Toni Comas Rosselló is not responsible for damages of any nature that may be due to the lack of accuracy, completeness or timeliness, including errors and omissions, of the information contained in the Service. Likewise, there is no duty or commitment to verify or monitor its contents and information.

Likewise, Toni Comas Rosselló does not guarantee the availability and absolute continuity of the operation of the Services. Toni Comas Rosselló will try to warn sufficiently in advance of any interruptions that may occur in the operation of the Service whenever possible.

Toni Comas Rosselló excludes, to the full extent permitted by the legal system, any liability for damages of any kind that may be due to the lack of availability or continuity of the operation of the Service. Likewise, with respect to the fraud of the utility that users could have attributed to the Service.

Likewise, Toni Comas Rosselló excludes any liability for damages of any kind that may be due to the use of the Service and its contents by users, clients or professionals, or that may be due to the lack of veracity, validity or authenticity of the information that users provide to others about themselves. In particular, Toni Comas Rosselló excludes any liability for damages of any kind that may be due to the impersonation of a third party carried out by a user in any type of communication made through the Service.

Likewise, Toni Comas Rosselló is not responsible for any duty or commitment to verify or monitor its contents and information, especially that related to comments made by users.

If in doubt, contact us at: admontcrconstruccions@gmail.com

10.- Modifications

Toni Comas Rosselló reserves the right to make any modifications it deems appropriate to its website without prior notice, and may change, delete or add both the content and services provided through it and the way in which they are presented.

On the other hand, these terms and conditions may change at any time. The modifications will come into force from the moment of their publication.

11.- Cookies

Consult our Cookie Policy to know how we use them.

12.- Security measures

Toni Comas Rosselló adopts all necessary technical and organizational measures to protect the security and integrity of personal and non-personal information collected. Both against unauthorized access and accidental alteration, loss or destruction.

In any case, Toni Comas Rosselló cannot guarantee the absolute security of the information collected, so you must collaborate and use common sense at all times regarding the information shared.

You understand and acknowledge that, even after deletion, personal and non-personal information may remain viewable in cache or if copied or stored by other users.

13.- Contact

If you have questions about these Terms of Use and Privacy, contact us at:

E-mail: admontcrconstruccions@gmail.com
Address: Carrer Mercuri, 6, Alcúdia, Illes Balears, Spain.