

Terms and Conditions

Welcome! The following are the terms of use ("Terms") that govern your use of the gratovsky.com website (the "Site") operated by Dolphin Embassy LLC ("us", "we", or "our"). By visiting or using the Site, you expressly agree to these Terms, as updated from time to time.

We may make changes to these Terms at any time. Any changes we make will be effective immediately when we post a revised version of these Terms on the Site. The "Last Updated" date above will tell you when these Terms were last revised. By continuing to use this Site after that date, you agree to the changes.

Code of Conduct

You agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Restrict or inhibit any other person from using the Site;
- Use the Site for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company;
- Submit (a) any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;
- Submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;
- Submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Engage in spamming or flooding;
- Harvest or collect information about Site users;
- Use any password or code to participate in a presale or other offer on the Site if you did not receive the password or code from us or if you violate the terms of the presale or offer; or

- Use any area of the Site for commercial purposes, such as to conduct sales of tickets, products or services.

Ownership of Content and Grant of Conditional License

The Site and its original content, features and functionality, including all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, that reside or are viewable or otherwise discoverable on the Site (collectively, the "Content") are and will remain the exclusive property of us or our licensors. We own a copyright and, in many instances, patents and other intellectual property in the Site and Content. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Dolphin Embassy.

We may change the Content and features of the Site at any time.

We grant you a limited, conditional, no-cost, non-exclusive, non-transferable, non-sublicensable license to view this Site and its Content as permitted by these Terms for non-commercial purposes only if, as a condition precedent, you agree that you will not:

- Submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you submit;
- Link to any portion of the Site other than the URL assigned to the home page of the Site;
- "Frame" or "mirror" any part of the Site;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Content;
- Remove any copyright, trademark or other proprietary rights notices contained on the Site;
- Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Content or the Site, including with respect to any CAPTCHA displayed on the Site. Operators of public search engines may use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We may revoke this exception at any time and require removal of archived materials gathered in the past;
- Use any automated software or computer system to search for, reserve, buy or otherwise obtain discount codes, promotional codes, vouchers, gift cards or any other items available on the Site, including sending information from your computer to another computer where such software or system is active;
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;

- Access, reload or refresh transactional pages, or make any other request to transactional servers, more than once during any three-second interval;
- Reproduce, modify, display, publicly perform, distribute or create derivative works of the Site or the Content;
- Use the Site or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the Site and/or Content in any way including, without limitation, by manual or automatic device or process, for any purpose.

This license is expressly conditioned on your preexisting agreement to comply with, and your actual compliance with, each of the provisions described in this Ownership of Content and Grant of Conditional License section. This license exists only so long as you strictly comply with each of the provisions described in this section. Any use of the Site or Content by you or anyone acting on your behalf that does not strictly comply with each and every provision in this section exceeds the scope of the license granted to you herein, constitutes unauthorized reproduction, display, or creation of unauthorized derivative versions of the Site and Content, and infringes our copyrights, trademarks, patents and other rights in the Site and Content. You will not acquire any ownership rights by using the Site or the Content.

The registered and unregistered trademarks, logos and service marks displayed on the Site are owned by us or our licensors. You may not use our trademarks, logos and service marks in any way without our prior written permission.

Links

The Site contains links to other websites that may not be owned or operated by us. The fact that we may link to those websites does not indicate any approval or endorsement of those websites. We have no control over those websites. We are not responsible for the content of those websites, or the privacy practices of those websites. We strongly encourage you to become familiar with the terms of use and practices of any linked website. Your use of other websites is at your own risk and is subject to the terms of those websites. It is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of viruses, worms, Trojan horses, defects, data bombs, time bombs and other items of a destructive nature.

Disclaimer of Warranties

We provide the site and the content to you "AS IS" and "AS AVAILABLE". We try to keep the site up, bug-free and safe, but you use it at your own risk. To the fullest extent permissible by law, and to the extent that applicable law permits the disclaimer of express or implied warranties, we disclaim all warranties, express or implied, including any warranty of title, non-infringement, accuracy, merchantability, fitness for a particular purpose, or warranties that may arise from course of dealing or course of performance or usage of trade. We do not guarantee that the site will always be safe, secure or error-free or that the site will always function without disruptions, delays or imperfections. We are

not responsible for the actions or information of third parties, and you release us from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

Limitation of Liability

In no event will we or the artist or our event providers, suppliers, advertisers and sponsors, be responsible or liable to you or anyone else for, and you hereby knowingly and expressly waive all rights to seek, direct, indirect, incidental, special or consequential damages of any type other than out of pocket expenses, and any rights to have damages multiplied or otherwise increased, arising out of or in connection with the site, the content, or any product or service purchased through the site, even if we have been advised of the possibility of such damages, and regardless of whether the claim is based upon any contract, tort, or other legal or equitable theory. Without limiting the foregoing, you expressly acknowledge and agree that we will have no liability or responsibility whatsoever for (a) any failure of another user of the site to conform to the codes of conduct, (b) personal injury or property damage, of any nature whatsoever, whether arising in contract or in tort, resulting from your access to and use of our site, (c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (d) any bugs, viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature which may be transmitted to or through our site, or (e) any errors, mistakes, inaccuracies or omissions in any content. Your sole and exclusive remedy for dissatisfaction with the site is to stop using the site. The limitations in this section will apply even if any limited remedy fails of its essential purpose.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Spain, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Questions

If you have any questions, comments or complaints regarding these Terms or the Site, please contact us at:

Dolphin Embassy LLC

200 Avenida Colon,

San Eugenio, Adeje, Santa Cruz de Tenerife, Spain

[Email](#)

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