

# LEGAL ADVICE

**ATEKNEA SOLUTIONS EUROPE S.L.** with registered address in CARRER DE VÍCTOR PRADERA 45, ES-08940 CORNELLA DE LLOBREGAT, BARCELONA and ID number ES-B66212135 is the Coordinator of the website [www.respoc.eu] (hereinafter the "Website").

**ATEKNEA SOLUTIONS EUROPE S.L.** as coordinator of the GAME-Abling project FP7-SME-2013-1-606488 (hereinafter "the Project") and leader of the organisations which participate in it -detailed in the "Developing Bodies" section (hereinafter "The Consortium") welcomes you to our Website, and invites you to read carefully our General Terms and Conditions (hereinafter the "General Conditions"). These General Conditions describe all the terms and conditions, which must be considered as a legally binding provision during your activity through the Website. We recommend you to visit our General Conditions regularly, in order to be informed about possible modifications.

In order to observe transparency and clarity principles, the Consortium informs the Website Users that they can contact us, in case of any doubts or suggestions, to the following e-mail address [info@respoc.eu].

## 1. OBJECT

The Consortium provides to the User contents and services which are available on the Website, according to the General Conditions. The access to the Website gives you the status of "User" and includes the unconditional acceptance of all the terms and conditions set up herein.

The Consortium reserves the right to modify these General Conditions at any time. Therefore the Users will be responsible for reading carefully the General Conditions during their activity through the Website. If the User does not agree with some of the conditions referred herein he will have to refrain to gaining access to the Website.

Specific conditions may be set up for the contents or services used through the Website. The use of such contents or services implies the acceptance, by the Users, of the terms and conditions specified in the form where this contents and services are offered to them.

## 2. SERVICES

The Consortium offers to the Users the following services through the Website: integrated solutions, research and innovation, engineering, business development and other services (hereinafter the "Services").

## 3. INTELLECTUAL PROPERTY

Users recognise and accept that all contents showed by the Website, (designs, texts, images, logos, icons, buttons, software, trade names, trademarks or any other signs, susceptible to industrial and/or trade use), are subject to intellectual property rights.

Due to this legal declaration, Users undertake not to reproduce, copy, distribute, make available, communicate, transform or modify such a content, in order to hold harmless the Consortium from any claim resulting from the breach of such obligations.

The access to the Website does not imply any waiver, license or transfer of the rights set up herein unless other thing was established by the Consortium. These General Conditions does not grant to the Users any right of use, modification, reproduction, distribution or public communication of the Website and / or its Content different of the rights granted herein. Any other use or exploitation of the rights will be subject to the prior and express the Consortium's authorization, which will be specifically granted for that purpose.

All contents, texts, photographs, designs, logos, images, software, source codes and any intellectual creations included in this Website, as well as the Website considered as a multimedia artwork, are protected by Copyright and intellectual property law. The Consortium is the owner of the elements that make up the Website graphic design, menus, navigation buttons, HTML code, text, images, textures, graphics and other content of the Website.

Website content may not be reproduced, even partially, or transmitted, or recorded by any information retrieval system in any form or by any means, unless you have obtained the prior approval of the Consortium.

It is forbidden to the Users as well, removing, eluding and / or manipulating the "copyright" and / or the technical protection devices. Users undertake to respect the rights referred hereabove, and avoid any action that could damage them, reserving in all cases to the Consortium the exercise of those legal actions in order to protect their intellectual property rights.

#### **4. USER OBLIGATIONS AND RESPONSIBILITIES RELATING TO THE WEBSITE**

Website Users undertake to:

- a) Do a suitable and lawful use of the Website as well as the contents and services, according to the: (i) current legislation; (ii) General Conditions; a (iii) morality and good manners generally accepted and (iv) public order.
- b) Be provided with all means and technical requirements needed to accede to the Website.
- c) Provide truthful information through the forms contained in the Website and keep this information updated, so that, it answers to the real situation of the User at any time. The User will be the only one responsible for the false or inaccurate statements made by him and for the damages caused to the Consortium or third parties due to the information provided.  
Nevertheless what it is set up in the previous paragraph, the User will have to abstain of:
  - a) Doing a non-authorized or fraudulent use of the Website and / or of the contents, with illegal effects or purposes forbidden in the present General Conditions, which could damage the rights and interests of the Consortium and third parties, or that could damage, render useless, overload, spoil or prevent the normal use of the services or the documents, files and all kinds of contents stored in any IT equipment.
  - b) Trying to accede to resources or restricted areas of the Website, without fulfilling the terms and conditions required for the mentioned access.
  - c) Causing damages to the physical or logical systems of the Website.
  - d) Introducing or spreading virus through the network or any other physical or logical systems capable of causing damages in the physical or logical systems of the Consortium.
  - e) Trying to accede, use and/or manipulate the Consortium's data, suppliers and third parties.
  - f) Copying, distributing or allowing the public access through any kind of public communication or modifying the contents, at least the rights owner had authorised the uses referred or it could be legally possible.
  - g) Cancelling, concealing or manipulating postscripts and notes relating to Intellectual Property Rights and other information which could identify the rights of the Consortium or of third parties incorporated into the contents, as well as the technical devices of protection or any mechanisms of information that could be inserted into the contents.
  - h) Obtaining or trying to obtain Website contents using means or procedures different than those which are expressly authorised by the Consortium
  - i) Specially, and just in an indicative and not exhaustive way, User undertakes not to transmit, distribute or make available to third parties the: information, data, content, messages, graphics, pictures, sound files, images, pictures, recordings, software and, in general, any kind of material that:

(i) Contradict, disparage or attack fundamental rights and public freedoms, recognised in the Constitution, International Treatments and any other current legislation.

(ii) Induce, incite or promote criminal, denigrating, defamatory or violent acts, or any other material which could be opposite to law, morals, good manners or public order.

(iii) Induce, incite or promote actions, attitudes or discriminating thoughts about sex, race, religion, age, beliefs or social status.

(iv) Make available or allow access to products, items, messages and/ or criminal, violent, offensive or harmful services, or, in general, contrary to law, morality, good manners or public order.

- (v) Induce or may induce to an unacceptable state of anxiety or fear.
- (vi) Induce or incite to incur in dangerous, risky and harmful practices that may affect health and psychic equilibrium.
- (vii) Infringe Intellectual Property rights of the Consortium or a third parties, without having been licensed for the use intended to be done.
- (viii) Could be opposite to people's honour, personal and familiar privacy, or the own image rights.
- (ix) Could be considered as an advertising act without authorization of . the Consortium
- (x) Insert any virus or program that prevents the normal operation of the Website.

Users will be responsible for any negligent or intentional breach of any of the terms and conditions set up in these General Conditions and will hold the Consortium and third parties harmless from damages derived from such failure.

## **6. RESPONSIBILITIES**

The Consortium guarantees neither the continued access, nor the correct visualization, unload or usefulness of the elements and information contained in the Website, which could find themselves prevented, impeded or interrupted by factors or circumstances which could be out of its control.

The Consortium will not be responsible for decisions which could be adopted as a result of the access to the contents or the offered information through the Website.

The Consortium will be able to interrupt the service or to resolve immediately the relation with the User, if it detects that a use of its Website is contrary to the present General Conditions. The Consortium will not be responsible for the damages, losses, claims or expenses derived from the use of the Website. The Consortium will be only responsible for deleting, as soon as possible, the contents that could generate such damages, provided that this action is notified to the User. Especially the Consortium will not be responsible for the damages that could stem from:

- (i) Interferences, interruptions, failures, omissions, telephonic breakdowns, delays, blockades or disconnections in the functioning of the electronic system, motivated by deficiencies, overloads and mistakes in the lines and networks of telecommunications, or for any other reason beyond the Consortium control.
- (ii) Illegal interferences by means of the use of any kind of virus or malignant programs.
- (iii) Bad use of the Website.
- (iv) Safety or navigation, through the Website, mistakes produced by a bad functioning of the browser or by the use of not updated versions of the same one. The administrators of the Consortium reserve the right to withdraw, total or partially, any content or information of the Website.

You will hold the Consortium harmless of any damages that could stem from claims, actions or demands of third parties as a consequence of your Website use. Likewise, User undertakes to indemnify the Consortium for all damages derived from the use of "robots", "spiders", "crawlers" or other similar tools used in order to obtain information or for any other action which could impose an unreasonable load on the functioning of the Website.

## **7. HYPERLINKS**

The User undertakes not to reproduce in any way the Website of the Consortium, not at least through an hyperlink, as well as any of its contents, except it was expressly authorised by the Consortium.

The Website of the Consortium includes links to others websites managed by third parties, in order to make easier the access of the User to collaborating or sponsoring companies information. According to the present paragraph, the Consortium will never be responsible for the content of websites referred here above or information that could be provided to third parties through others links.

It is granted to the User a limited, revocable and non-exclusive right to create links to the main page of the Website exclusively for a private and non-commercial use. The websites which include a link to our Website:

- (i) Will not be able to give to understand that the Consortium recommends this website or its services or products.
- (ii) Will not be able to falsify its relation with the Consortium nor to affirm that The Consortium has authorised such a link, nor to include brands, names, trade names, logos or other distinctive signs of the Consortium.
- (iii) Will not be able to include contents that could be considered of badly taste, obscene, offensive, controversial, which could incite to the violence or the discrimination because of sex, race or religion, illegal or opposite to the public order.
- (iv) The Consortium will be able to request the User, at any time, to delete any link to the Website, after which the User will have to proceed immediately to his deletion. The Consortium cannot control the information, contents, products or services provided by other websites that have established links with destination to the Website.

As a consequence, the Consortium does not assume any kind of responsibility for any aspect relating to such websites.

## **7. COOKIES**

The Consortium reserves the right to use cookie technology in this Website, to recognise Users and customise Website use. Cookies used by the User, or third parties acting on behalf of the User, are associated only with an anonymous user, and do not provide users' personal data.

Cookies are files sent to a browser by a Web server to log the User's browsing on the Web site when the user enables receipt. Users can delete the "cookies" consulting the use instructions of your browser.

Thanks to cookies, it is possible that the Consortium recognise the computer browser used by the User, in order to provide content and offer browsing preferences or advertising, and to measure visits and traffic parameters, progress and number of entries to the Website.

## **8. DURATION AND TERMINATION**

Services provided through the Website and other services are in principle indefinite. However, the Consortium may terminate or suspend any of the Website services anytime. When it could be possible, the Consortium will announce the termination or suspension of the particular service.

## **9. WARRANTIES AND STATEMENTS**

In general, content and services offered by the Website are for informational purposes only. Therefore, the Consortium does not grant any guarantee relating to the contents and services referred herein, including, just for information, guarantees of legality, reliability, usability, truthfulness, accuracy, or merchantability, except in cases where a law prevent such statements and warranties.

## **10. FORCE MAJOR**

The Consortium will not be responsible for damages to the User, when providing the service was impossible, because of extended power outages, telecommunication lines, social conflicts, strikes, rebellion, explosions, floods, acts and omissions of the Government, and in general in all cases of force major or fortuitous events.

## **11. APLICABLE LAW AND JURISDICTION**

Spanish law governs this Website and its General Conditions. Any controversy or disagreement will be resolved by Barcelona courts.

In case of these General Conditions are unenforceable or invalid under law implementation, or as a result of a judicial or administrative decision, such unenforceability or invalidity will not make these General Conditions unenforceable or invalid as a whole. In such cases the Consortium shall modify such stipulation.