

LEGAL DISCLAIMER

1. IDENTIFIERS

In accordance with the provisions of Article 10 in Law 34/2002, dated 11 July, on Information Society Services and Electronic Commerce (LSSI), you are advised that **www.artdesignfoundation.org** pertains to:

- **BERGNER EUROPE, S.L.**
- TIN: B-50741925
- Corporate Address: Carretera del Aeropuerto Kilómetro 4, Edificio San Lamberto, Planta 3, 50011, Zaragoza, SPAIN.
- Registry Details: Zaragoza Trade Registry - Book 2153, Sheet 22, Page Z-21610
- Tel./Fax: +34 976 108 638
- E-mail: infoweb@artdesignfoundation.org

Henceforth referred to as "the Website Owner".

2. ACCEPTANCE OF THE TERMS AND CONDITIONS

The purpose of this Legal Disclaimer is to regulate access to and use of this Website.

By accessing and using the present Website, the User accepts and agrees to fully meet the Terms and Conditions detailed below.

3. CORRECT USE OF THE SITE

The User is committed to using the contents and services in accordance with the present Website, respecting current legislation and specific legislation on intellectual and industrial property and with respect to people and institutions, and human rights, as well as those of minors and groups requiring special protection.

Aside from the above, the User is bound:

- to abstain from using the Website for illicit acts, contrary to the provisions established herein, in any way that may adversely affect the rights and interests of third parties, or in any way that may harm, render useless or deteriorate the

Website or its services, or prevent other Users from normal enjoyment of the same;

- to refrain from destroying, altering, rendering useless or, in any other way, damaging the data, details, programmes or e-documents, etc. contained within the present Website;
- to avoid blocking access for other Users to the access service by means of mass consumption of the computing resources through which the Website Owner provides the service, or from undertaking such actions that damage, interrupt or generate errors in said systems; and
- to avoid uploading programmes, viruses, macros, ActiveX controls or any other logic or character sequence device that cause or may bring about any kind of change to the computing systems pertaining to the Website Owner or third parties.

4. ADVERTISING

Part of the Website may house advertising content or be sponsored. The advertisers and sponsors are solely responsible for ensuring the material supplied for inclusion on this Website complies with all laws that may be applicable for each case.

The Website Owner is not liable for any errors, impreciseness or irregularity found within the advertising or sponsored content. In any case, please write to the email address below should there be any claims regarding the advertising content on this Website: infoweb@artdesignfoundation.org

5. INTELLECTUAL AND INDUSTRIAL PROPERTY

All the industrial and intellectual property rights for this Website and any of the elements contained herein (including but not limited to: graphic design, source code, logos, contents, images, texts, graphics, illustrations, photographs, databases and other elements on the Site), except where otherwise stated, pertain exclusively to the Website Owner or third parties from whom the former has obtained legitimate exploitation rights.

No licences or authorisation for public and/or commercial use are granted by The Website Owner to the User with regard to intellectual or property rights or to any other right related to this Website, its pages and the services offered therein.

The User may solely access said items and services for their own personal and private use; thus, it is expressly forbidden to use the content of this Site and its pages in their entirety or in part for any public or commercial purposes, or for purposes of distribution or public communications (including "placing on the market"); nor must it be modified, altered or decompiled without express written permission from the Website Owner, who may revoke their consent at any time and without prior warning.

Hence, the User recognises that the reproduction, distribution, commercialisation, transformation or, in general, any other type of exploitation (no matter the process) of part or all the content of this Website constitutes infringements of the copyright and/or industrial property rights held by the Website Owner (or the owner of the same).

6. LIABILITY REGIME

Liability for Website Use

The User is solely liable for any breaches they may incur or harm they may cause by using the Website, the Website Owner, their partners, group companies, collaborators, employees or representatives being exempt from any kind of liability that may arise from a User's actions.

The Website Owner shall use all reasonable effort and means to provide credible up-to-date information on the Site. This notwithstanding, the Website Owner shall offer no guarantee the Site is error-free or that the contents accessible through this Site are wholly precise and/or without omissions.

The User is solely liable for any claim or legal, judicial or extrajudicial action entered into by third parties against the Website Owner based on use of the Website undertaken by the User. In said case, the User will meet any expenses, costs or restitution suffered by the Website Owner resulting from said claims or legal actions.

Liability for Website Performance

The Website Owner is not responsible for any interference, omission, interruption, computer virus, telephone faults or disconnections in the operational aspects of the electronic system arising from causes not attributable to them.

Likewise, the Website Owner is excluded from any liability that may arise from delays to or crashes of the operational aspects of the electronic system caused by telephone line or Internet deficiencies or overloads or for any harm caused by third parties through illegal intrusions beyond the control of the Website Owner.

The Website Owner is empowered to temporarily suspend Site accessibility without prior warning for maintenance, repairs, updates or improvements.

Liability for Links

The links on this Website and its pages take the User to other Websites that are managed by third parties.

The Website Owner refutes any liability for information that lies outside the present Website, given the purpose of the links present is only to inform the User about other sources of information on a particular topic area.

The Website Owner shall be exempt of all liability in connection with the operations of these links, the results obtained through them, the truthfulness and legality of the content or information which may be accessed, and of any harm that the User may suffer by virtue of the information found on the linked Site.

7. PERSONAL DATA OBTAINED THROUGH THE WEBSITE

The Website Owner has a strict confidentiality policy for the personal data of their Users. The Privacy Policy extends to everything related to the collecting and use of data supplied through the Internet.

On the matter of data protection, the Website Owner applies General Data Protection Regulation (EU) 2016/679, from the European Parliament and the Council, dated 27 April 2016.

For further information and details on all rights available to you over your personal data, please see the [Privacy Policy \(link\)](#) for this Website.

8. COOKIES

This website uses cookies. For further information, see the section on our [Cookie Policy \(link\)](#).

9. USER COMMENTS

The User warrants the information, material, contents or comments that are not their personal data but are provided to the Owner of this Website do not infringe the intellectual or industrial property rights of any third parties or any other legal provision.

The information, material, contents or comments provided to the Website Owner by the User are not considered confidential; the Website Owner reserves the right to use them as they see fit.

10. MODIFICATION OF THE TERMS AND CONDITIONS

The Website Owner reserves the right to modify, develop or update the terms and conditions of the present Site at any time and without prior warning.

The User shall automatically be bound by the terms and conditions in force when they access the Site, thus you are advised to regularly check said terms and conditions.

11. APPLICABLE LEGISLATION AND LEGAL JURISDICTION

Any disputes or claims arising from the interpretation or execution of the present Legal Disclaimer shall be governed by Spanish legislation and subject to the jurisdiction of the Courts and Tribunals of the city of Zaragoza.