

Last updated: 01/01/2017

Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button or using Sinfonier Project Community ("Community").

By clicking the "I Agree" button or using the Community, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not use the Community.

Usage

Telefónica Digital España S.L.U grants you a revocable, non-exclusive, non-transferable, limited access to use the Community solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

The use of the Community is free of charge.

You have rights to deactivate your user account anytime by clicking the "Delete" button within the user account details.

Restrictions

You agree not to, and you will not permit others to:

- a) License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Community or make the Community available to any third party.
- b) Infringe any intellectual property, privacy, or publicity rights of others.
- c) Engage in any activity that interferes with or disrupts the Community.
- d) Commit, or encourage conduct that would commit, a criminal offense, give rise to civil liability, or otherwise violate law.

Responsibilities

You agree that you are solely responsible for (and that Telefónica Digital España S.L.U has no responsibility to you or to any third party for) any breach of your obligations under this Agreement and for the consequences (including any loss or damage which Telefónica Digital España S.L.U or the Community may suffer) of any such breach.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Telefónica Digital España S.L.U be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Community, third-party

software and/or third-party hardware used with the Community, or otherwise in connection with any provision of this Agreement.

Privacy policy

Telefónica Digital España S.L.U respects and protects the privacy of the individuals that use the Community.

Your data is treated with the utmost confidentiality, being used for the purposes for which it has been requested, within the Spanish Organic Law on the Protection of Personal Data and other concordant legal norms.

You can exercise your right to access, rectify, cancel or oppose by sending an e-mail to info [a]sinfonier-project [.net].

Term and Termination

This Agreement shall remain in effect until terminated by you or Telefónica Digital España S.L.U.

Telefónica Digital España S.L.U may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Telefónica Digital España S.L.U, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting your user account.

Upon termination of this Agreement, you shall cease all use of the Community.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this Agreement

Telefónica Digital España S.L.U reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Contact Information

If you have any questions about this Agreement, please contact us on info [a]sinfonier-project [.net].

Disclaimer of warranty

Unless separately stated in a written expressed limited warranty, the Community is provided "as is" and on an "as available" basis, without warranties of any kind from Telefónica Digital España S.L.U, either expressed or implied.

Applicable law

This EULA is governed by the laws of Spain, without regard to its conflict of law provisions. You and Telefónica Digital España S.L.U agree to submit to the exclusive jurisdiction of the courts located in Madrid (Spain) to resolve any legal matter arising from this Agreement.