

## **DISCLAIMER**

[www.ldac.eu](http://www.ldac.eu)

ldac.eu is an internet domain owned by the Long Distance Advisory Council (LDAC). For any notification you have the following details:

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### **Regulations governing access, browsing and use of [www.ldac.eu](http://www.ldac.eu)**

This document represents the Disclaimer that regulates access, browsing and use of the website belonging to the LONG DISTANCE ADVISORY COUNCIL (hereinafter, LDAC) located at the URL [www.ldac.eu](http://www.ldac.eu) (hereinafter, the “WEBSITE”).

The Long Distance Advisory Council, with its address at calle Núñez de Balboa 49-3º izquierda. 28001, Madrid, holder of Corporate Tax Code G-85050243, owns the website [www.ldac.eu](http://www.ldac.eu), through which it places certain information at the disposal of its users.

Anybody that accesses, browses and uses this website assumes the role of user, and undertakes to comply rigorously with and to heed all of the provisions set out herein, as well as any other applicable legal provision.

If you do not agree with the terms set out, do not access, browse or use the Website.

To communicate with LDAC, directly and effectively, you may use the email address: [secretaria@ldac.eu](mailto:secretaria@ldac.eu)

Through the WEBSITE [www.ldac.eu](http://www.ldac.eu), the LDAC provides its users with access to and use of various services and contents made available by the LDAC.

The purpose of these terms and conditions is to regulate general access to the WEBSITE, as well as to the different contents and services provided by LDAC.

LDAC hereby reserves the right to amend any type of information that could appear on the website, with no obligation to provide notice or disclose said obligations to users, given that publication on the provider’s website will be understood as sufficient.

In this regard, the User will be understood as the person who accesses, browses, uses or participates in the services and activities developed on the WEBSITE.

### **Access and use of [www.ldac.eu](http://www.ldac.eu)**

General access to the WEBSITE is free and does not require prior User registration. The User undertakes:

- To use the Website in accordance with the law and with these General Conditions.
- To refrain from using the Website for illicit purposes or effects.
- Not to transmit, disseminate or make available to third parties any kind of material that in any way contravenes prevailing legislation and which is furnished through the services provided by [www.ldac.eu](http://www.ldac.eu).
- Not to capture data for advertising purposes.
- Not to send any type of online advertising or message chains.
- Not to transmit, disseminate or make available to third parties information, messages, graphics, sound or image files, photographs, recordings, software and, in general, any kind of material, data or contents which is furnished through the Services provided by [www.ldac.eu](http://www.ldac.eu).
- To notify LDAC immediately of any sign of the existence of a breach in the security of the WEBSITE, of inappropriate or prohibited uses of the services provided from it, or security breaches of any kind. Moreover, to make responsible and diligent use of the contents, information and services provided from or through the WEBSITE, in accordance with the law, good faith and generally accepted good practices.
- Not to perform practices or uses of the services for purposes that are unlawful, fraudulent, detrimental to the rights or interests of LDAC or third parties.
- Not to perform any type of action that could disable, overload or damage systems, equipment or services of the WEBSITE or which are accessible directly or indirectly through the WEBSITE.
- To respect the intellectual and industrial property rights of LDAC and third parties regarding the contents, information and services provided from or through the WEBSITE.
- To refrain from copying, distributing, reproducing or communicating in any way the contents and information to third parties, without the express and written authorisation of the LDAC or the holders of said rights.

### **Software**

The software and the contents of the WEBSITE, including texts, animations, images, etc. are owned by LDAC or by third parties that are related to LDAC, and are protected by national and international laws regulating intellectual and industrial property. In no case will it be understood that the User's access and browsing of the Website or the use thereof implies a waiver, transmission, licence or total or partial assignment of said rights by the LDAC.

### **Contents**

All Intellectual and Industrial Property rights over the contents and/or services are reserved and, specifically, it is forbidden to modify, copy, reproduce, publicly communicate, transform or distribute in any way all or part of the contents and/or services included in the Website, for public or commercial purposes, if you do not have prior, express and written authorisation from the LDAC or, as the case may be, from the owner of the corresponding rights.

References to names, logos or other distinctive signs, whether owned by LDAC or by third parties, are prohibited from being used without the consent of LDAC or their legitimate owners. At no time, unless expressly stated, does access or use of the Website and/or its contents and/or services confer the User with any right over the names, logos and/or distinctive signs included on the website and which are protected by Law.

Access to the WEBSITE and the use that may be made of the information and contents included on it or which are accessible from it, is made under the sole responsibility of the User.

LDAC will not respond in any case and in any way, either for direct or indirect damages, emerging damages or loss of earnings, through potential damages arising from the use of the information and contents of the WEBSITE or accessible from or through it.

Neither will LDAC be liable for the continuity of the contents of the WEBSITE, for the absence of errors in said contents; the absence of viruses and/or other harmful components on the WEBSITE or on the server that supplies it; of the invulnerability of the WEBSITE and/or impregnability of the security measures adopted; the lack of utility or performance of the WEBSITE contents and products. However, LDAC declares that it has adopted all the necessary measures, within its possibilities and the state of technology, to guarantee that of the WEBSITE is operational and to prevent the existence and transmission of viruses and other harmful components to Users.

The WEBSITE may contain links to pages that, even within the WEBSITE, are under the responsibility of third parties. The WEBSITE may likewise contain links to external pages. In both cases, LDAC can in no way control or supervise said contents. LDAC excludes, to the fullest extent permitted by law, any liability of any kind arising from the existence or possibility of access to such content. In the event that the User find links on the Website to other web pages through different buttons, links, banners, etc., these would be managed by third parties. LDAC does not have the power or human or technical means to know, control or approve all the information, contents, products or services provided by other websites to which links may be established from the WEBSITE.

LDAC cannot assume any liability for any aspect related to the **web page** to which a link could be established from the Website. If Users have actual knowledge of the illegality of activities developed through these third-party **web pages**, they must immediately notify LDAC so that the link to access it is disabled.

The establishment of any type of link from the Website to another website does not imply that there is any kind of relationship, collaboration or dependency between LDAC and the person responsible for the **external website**.

If the USER has knowledge of the existence of any content that is illicit, illegal, contrary to laws or which could involve an infringement of intellectual and/or industrial property rights, they must immediately notify LDAC so that it can proceed to adopt the appropriate measures.

LDAC in no way guarantees the continuity of web services, due to the nature of the medium through which they are provided.

LDAC may at any time, at its sole discretion and without any obligation of prior notice, permanently suspend the presence of the WEBSITE on the Internet network and therefore the services provided from or through it.

LDAC is exempt from any kind of liability arising from the consequences that may result from the definitive suspension of its WEBSITE.

### **Amendments:**

LDAC may amend the terms and conditions stipulated herein, in whole or in part, publishing any change in the same way in which this Disclaimer appears or through any type of communication addressed to Users.

LDAC may terminate, suspend or interrupt access to the contents of the page at any time without prior notice, without the possibility of the User claiming any compensation.

### **Applicable law and jurisdiction**

Spanish legislation will apply for ruling on any controversy or issue related to this **website** **or to** the activities carried out herein.

Both LDAC and the User agree to try to amicably resolve any disagreement that may arise.

For the resolution of any litigious issues that may arise, both parties submit to the jurisdiction of the courts of Madrid, Spain, with express waiver to any other jurisdictional privilege to which they may be entitled.