

## **Ambici website legal notice**

### **General terms and conditions for use of the website**

This section includes information about the general conditions of access and use of the website [www.ambici.cat](http://www.ambici.cat), which must be known to the user, pursuant to the provisions made in Law 34/2002, of 11 July, on services of the information society and e-commerce.

#### **1. Information about the owner of the website [www.ambici.cat](http://www.ambici.cat)**

- Owner: Barcelona Metropolitan Area (AMB)
- Tax ID code (CIF): P-0800258-F
- Registered office: Carrer 62, núm. 16-18. edificio A, Zona Franca, 08040 Barcelona

#### **2. Details of the service operators**

The operator of the services offered on the website [www.ambici.cat](http://www.ambici.cat) is also the Barcelona Metropolitan Area (AMB)

#### **3. Conditions for access to [www.ambici.cat](http://www.ambici.cat)**

Access to this website is the sole responsibility of the users and it is assumed that they know and accept the legal warnings, terms and conditions that it contains. Any user who does not agree to the content of these general browsing conditions must leave this website and cannot access it or use the services it offers.

By registering on and using the Barcelona Metropolitan Area website and/or the services offered, the user declares that he/she has read and accepts this legal notice and authorises the AMB to make use of their data in accordance with the purposes and processing described in this legal notice.

All users guarantee that they are over 15 years old. Furthermore, the user guarantees that the information provided as a result of contracting the services required on the user registration form is true and accurate, and also undertakes to keep this information up to date.

Barcelona Metropolitan Area (AMB) may amend, at any time and as it sees fit, the configuration of this website, content and the conditions of service, and may also remove, limit or suspend them temporarily or permanently, or prevent access to them, and must endeavour to notify the user of any such change, whenever circumstances permit, by means of a posting the information on the website.

#### **4. Terms of use of [www.ambici.cat](http://www.ambici.cat)**

The user undertakes to make appropriate use of the services and/ or content of the website and not to use them for illicit or criminal activities, or infringe the provisions stipulated in this legal notice, the law on intellectual or industrial property, or any other rule of law. The use made of the information contained on this website is the sole responsibility of the user.

The user guarantees the authenticity and veracity of all data communicated to Barcelona Metropolitan Area (AMB) through different online forms, and takes responsibility for inaccurate or untrue information provided.

## **5. Exemption from liability**

Barcelona Metropolitan Area (AMB) is unable to control the use made by users of the website [www.ambici.cat](http://www.ambici.cat) and its content, and is therefore not responsible for damages and losses of any nature arising from the illegal, incorrect, inappropriate, partial or non-compliant use made by the user of these conditions of access and use, as well as any other condition that might be found on this website with respect to any of its services, without prejudice, under any circumstances, of the legal actions that correspond to Barcelona Metropolitan Area (AMB) or to third parties.

Barcelona Metropolitan Area (AMB) is unable to guarantee the permanent availability and operational functionality of the website or the information, content, software, materials or products it includes.

Therefore, all liability is excluded for damages of any kind arising from the lack of availability or continuous functioning of the website, its services and the use that users can make of it.

Notwithstanding, Barcelona Metropolitan Area (AMB) will make every possible effort to maintain the continuous availability of this website.

Similarly, Barcelona Metropolitan Area (AMB) will not take responsibility for potential errors or security deficiencies that may arise through the use, by a user, of a browser that is not updated or is otherwise insecure, or by activating devices that remember passwords or user identification codes registered in the browser, or for any damage, errors and inaccuracies that may arise from misuse or malfunction.

The user accepts that the website has been created and developed in good faith by Barcelona Metropolitan Area (AMB) in collaboration with its collaborators and suppliers, based on information from internal and external sources and makes it available to users in its current state, even though it may contain inaccuracies or errors. For this reason, the user exonerates Barcelona Metropolitan Area (AMB) from any responsibility with regard to reliability, usefulness, or false expectation that the website may give rise to while browsing.

In the event that a user causes any type of damage or loss to a third party, that user will assume sole responsibility. Additionally, the user will assume all expenses, costs and, where applicable, compensation that might arise from legal proceedings resulting from a breach of the terms established in these conditions and of the applicable law.

## **6. Intellectual and industrial property**

All website content (including, but not limited to: databases, images, drawings, graphics, text files, maps, frames, banners, software and its various source codes, audio and video), as well as the website itself as a visual presentation, are the property of Barcelona Metropolitan Area.

Any use, without the prior written authorisation of Barcelona Metropolitan Area, by the holders of the intellectual property rights or other ownership of the contents, both with respect to the website and its contents, is prohibited, for example, the following acts:

- Any form of public communication, by any means, including making it available to the general public, so that anyone can access it at any time and from any place of their choosing.
- Any form of distribution including, but not limited to, sale, rent or loan.
- Any form of reproduction of the website and its content in its entirety or in part, whether direct or indirect, temporary or permanent, by whatever means and in whatever format.
- Any form of transformation, total or partial, including the creation of derivative products or services.
- Any other form of access that includes the previous methods or other different ones.
- Any direct or indirect form of extraction and/ or reuse of the whole or a substantial part of the content of any database, and/ or the repeated and systematic reuse of its non-substantial parts.

However, the user may freely view the website and its content and download material for personal and non-commercial use, without this being extended to third person individuals or organisations whether it be for payment or free of charge.

Consequently, making available the use of databases, images, drawings, graphics, text, audio and video files and software owned by Barcelona Metropolitan Area or its suppliers that feature on the website, and any other content does not, under any circumstances, imply the transfer of ownership or granting the right of use in favour of a user.

Any brands, signs, distinctive symbols or logos that appear on the website are the property of Barcelona Metropolitan Area, or have been licensed or assigned by the owner and are duly registered, or in the process of being registered. The unauthorised or improper use of these elements is a breach of the industrial property rights of Barcelona Metropolitan Area.

## **7. Procedure in the case of illegal actions**

In the event that any user or third party feels that there are facts or circumstances that reveal an illicit use of any content or any action undertaken on the websites included or accessible through this website and especially any that reveal a violation of industrial or intellectual property rights, or other rights, they should send a notification to [info@ambici.cat](mailto:info@ambici.cat), which must include the following information:

- Personal data of the person making the complaint: name, address, telephone number and email address.
- A specification of the alleged illicit activity and a precise and specific indication of the protected content, as well as its location on the website.
- In case of a violation of rights: personal information of the owner of the rights that have allegedly been infringed or of the person authorised to represent them and their signature.
- Express, clear and under the responsibility of the claimant that the information provided in the notification is accurate and unlawful as regards the use of the contents or the performance of the activities described.

## **8. Processing of personal data**

The Ambici service necessitates the processing of user data. Data will be processed solely and exclusively for the services for which it has been supplied, and for Barcelona Metropolitan Area's own areas of competence in compliance with current legislation on data protection. Users can find more information about the data processing we carry out in the Privacy Policy.

Barcelona Metropolitan Area (AMB) undertakes to comply with the duty of secrecy and confidentiality with regard to the personal data supplied by users, and to adopt the necessary measures to guarantee the confidentiality, availability and integrity of the information and personal data.

#### **9. Use of cookies**

The website [www.ambici.cat](http://www.ambici.cat) may use cookies in order to facilitate user browsing and to gain knowledge of the user's preferences by allowing them to be recognised. However, users may configure their computer/ device to accept or reject the cookies they receive. Users can obtain more information about the use of cookies in the Cookie Policy.

#### **10. Links to third parties**

The website includes links to other websites belonging to organisations other than Barcelona Metropolitan Area (AMB), for which AMB accepts no liability for content, or for the products or services they offer, or for any viruses or malware they may contain.

#### **11. Links to [www.ambici.cat](http://www.ambici.cat)**

It is strictly prohibited for the user to make alterations to this website which may affect its content, such as links and the like.

Links to this website are also prohibited from websites or media that contravene the law, moral standards, public order or that damage the good name and image of Barcelona Metropolitan Area (AMB).

#### **12. Legislation and jurisdiction**

The general conditions of this legal notice and any other contractual text relating to this website are governed by Spanish law.

For any dispute arising from the access to or use of this website and its contents and services, and from the interpretation and compliance with these general conditions and any other contractual text from this website, the parties involved specifically renounce any other jurisdiction that may apply to them and expressly submit themselves to the courts and tribunals of the city of Barcelona (Spain).