LEGAL NOTICE OF THE DIPC WEBPAGE

LEGAL INFORMATION

The Article 10 of the Spanish Information Society Services and E-Commerce Act, Act No. 34/2002 of 11th July, establishes the obligation of the society of information service provider to have the necessary resources available to facilitate both service recipients and pertinent bodies free, easy and direct access to the following information by electronic means:

Internet domain: http://dipc.ehu.eus

Email: data-protection@dipc.org

Owner: FUNDACIÓN DONOSTIA INTERNATIONAL PHYSICS CENTER – DIPC (hereafter, “DIPC”), with registered office at Paseo Manuel de Lardizabal, 4, in Donostia-San Sebastián (Gipuzkoa, Spain) and registered in section 1 of the Basque Register of Associations with reference F-72 and Tax ID no. G-20662292.

GENERAL TERMS AND CONDITIONS OF USE

Field, purpose and scope

These provisions (hereafter the “TERMS & CONDITIONS OF USE”), regulate access and service use of the website facilitated by DIPC for Internet Users (hereafter the “USER/S”) via the domain http://dipc.ehu.eus (hereafter the “WEBSITE”).

Notwithstanding the foregoing, access to certain contents and use of some services facilitated by DIPC to the USER via the WEBSITE may be subject to particular terms and conditions (hereafter, the “PARTICULAR TERMS & CONDITIONS”) which may replace, supplement and/or amend these terms and conditions of use, as appropriate, and in the event of any discrepancy shall supersede these. Such PARTICULAR TERMS & CONDITIONS will be available for USERS on the WEBSITE.
Therefore, prior to accessing these contents and using the services, the USER should carefully read and, if appropriate, accept the PARTICULAR TERMS & CONDITIONS regulating them in the version published at the time of the abovementioned access and/or use.

DIPC reserve the right to make any changes or update the contents of the TERMS & CONDITIONS OF USE herein at any time and without prior notice, as well as the corresponding PARTICULAR TERMS & CONDITIONS, where appropriate and in general, any design and layout component of the WEBSITE. All these will be within the limits set forth by (i) the Spanish Royal Decree of 14th November approving the revised text of the Spanish Public Sector Contracts Act in relation to contents included in the “Buyer's Profile” Section of the WEBSITE, as well as (ii) the applicable law related to content transparency in relation to any contents which, where appropriate, DIPC shall maintain accessible for the public on the WEBSITE pursuant to it.

Conditions of access and/or use published in the latest WEBSITE update will be of application. The terms and conditions published at the time on the WEBSITE will apply to each visit.

By accessing the WEBSITE, the USER expressly permits and unconditionally accepts the TERMS AND CONDITIONS OF USE herein which determine the regulation of website use. This acceptance will have the same value as any written and signed agreement. Should the USER fail to fully accept the TERMS & CONDITIONS OF USE herein, he/she will forfeit their right to access the WEBSITE.

**USER and password registration**

When the WEBSITE use and/or the access to certain contents and/or services made available by DIPC via the website (private area) require the USER to register, he/she will be responsible for providing true and valid information for that purpose.

This registration will be according to the procedure established for that purpose by DIPC from time to time, and the USER will be assigned: (i) a log-in identifier; and (ii) a password enabling the USER to log in at any time as a registered user of the WEBSITE.

The USER will be bound to use the identifier and the password assigned diligently and will be liable for the correct safekeeping and confidentiality thereof, undertaking not to transfer their use to third parties either temporarily or permanently and to prevent access by unauthorised people.

In the event of theft, loss or unauthorised access to the identifier and password, the USER shall be bound to immediately notify DIPC of the event so data can be cancelled. DIPC will not be liable for any action carried out by unauthorised third parties using the
USER's identifier and password under any circumstances, until the abovementioned notification is made by the USER.

Economic terms and conditions for WEBSITE access and use.

Unless otherwise stated in the PARTICULAR TERMS & CONDITIONS, access to the WEBSITE and its contents are free of charge, except for any connection charges paid by the USER to the telecommunications network provider contracted by the USER.

Industrial and Intellectual Property Rights

All Industrial and Intellectual Property Rights over the WEBSITE are legally reserved. The use and access thereto by the USER shall not in any way be considered a licence of use or right over any asset which may be the property of DIPC and/or any third party. The rights reserved relate to the (i) look and feel and the code, design and browsing structure of the WEBSITE; and (ii) the contents in any format which may be included and distributed through the WEBSITE (i.e. informative articles, scientific papers, photographs, etc.).

The inclusion on the WEBSITE of references to any registered or unregistered trademarks, brands, logos or other distinctive signs, whether they are the property of DIPC or third parties or not, is subject to prohibition of use unless the express consent from DIPC or their lawful owner has been obtained.

The reproduction, copy, distribution, processing, disclosure to the public and any other similar activity which may be carried out with the information contained on the WEBSITE, as well as its design and selection as well as the presentation format of materials included therein whatever their purpose and means used to do so may be, are forbidden without express authorisation from DIPC.

As a result, unless otherwise stated in the PARTICULAR TERMS & CONDITIONS, the USER may only view and use contents and services made available to them through the WEBSITE for strictly personal and private purposes, and as long as the purpose not to carry out any commercial or professional activities using such contents and/or services.

Furthermore, decompiling, disassembling, reverse engineering, sublicensing or transmitting in any way, translating or carrying out any work derived from computer programmes required for operation, access and use of the WEBSITE are also forbidden. The USER shall abstain from removing, modifying, circumventing or manipulating any protection device or security system which may be installed on the WEBSITE.
**Liability and guarantees**

Any person using the WEBSITE does it at his/her own risk. By accessing the WEBSITE, the USER undertakes to: (i) refrain from behaving in any way which might damage the image, interests and rights of DIPC or third parties; or which might damage, render useless or overload the WEBSITE; or prevent normal use thereof in any way; and (ii) use it in full compliance with Laws and traffic uses.

As a result, the USER shall be liable before DIPC and/or third parties for any damage and loss which may be caused as a result of breaching the foregoing obligations.

DIPC shall implement any security measures considered appropriate to maintain the correct WEBSITE operation and detect the existence of any virus and damaging components. Notwithstanding the foregoing, the USER should be aware that Internet security measures of on-line IT systems are not fully reliable and therefore DIPC cannot guarantee: (i) the ongoing availability of contents and services contained on the WEBSITE; (ii) the lack of errors in the abovementioned contents or correction of any defect which may occur; (iii) the lack of virus or other damaging components which may alter the USER's IT systems (software and hardware) or electronic documents and files contained therein; or (iv) the infallibility of the security measures implemented..

Furthermore, DIPC reserve the right to stop in part or completely, temporary or indefinitely, service in the event of technical changes or failures, giving prior notice of this, where possible, through the WEBSITE or by any other means facilitated for that purpose. All of which shall be pursuant to the limits set forth by: (i) Spanish Royal Decree 3/2011 of 14th November approving the revised text of the Spanish Public Sector Contracts Act in relation to contents included in the “Buyer's Profile” Section of the WEBSITE; as well as (ii) the applicable law related to content transparency in relation to the contents which DIPC must keep accessible for the public on the WEBSITE pursuant thereto.

**LINKS**

**Linked sites**

DIPC make technical link devices (such as pressbuttons, links and banners) available to the USER via the WEBSITE. These links may take the USER to other websites or Internet portals which are the property of and/or managed by third parties and which DIPC have no control over (hereafter, “LINKED WEBSITES”).
The USER should take into account that when using these links and accessing the LINKED WEBSITES from the WEBSITE, the TERMS & CONDITIONS OF USE herein will no longer be applicable.

DIPC have no knowledge or control whatsoever over the contents and services included in the LINKED WEBSITES and including access thereto through the WEBSITE shall not in any event imply: (i) that DIPC recommend or approve the contents and services hosted in the LINKED WEBSITES; and/or (ii) that there is any type of relationship, co-operation or dependency between DIPC, and the LINKED WEBSITE manager.

As a result, DIPC shall not assume any liability related to the LINKED WEBSITES and therefore are not liable for the operation, contents and services hosted therein, or of any links contained in those LINKED WEBSITES.

In the event of the USER having effective knowledge of the unlawfulness or unsuitability of contents, services or any other activities carried out through a LINKED WEBSITE, the USER shall immediately inform DIPC, so they can implement any measures considered appropriate, where applicable.

**Hyperlinks**

Including hypertext links (hyperlinks) in other websites or web pages is authorised as long as they are directed to the [http://dipc.ehu.eus](http://dipc.ehu.eus) homepage, or in any event, to any other internal page (deep link) of the WEBSITE and the corresponding pages are displayed in a full window under their corresponding URLs, and undertaking full liability and risk which may be derived from the inclusion of a hyperlink on the WEBSITE.

The website or web page hosting the hyperlink may not in any way claim the hyperlink is authorised by DIPC unless express written authorisation from DIPC has been obtained.

If the third party entering the hyperlink on its website or web page wishes to include a brand, trade mark, sign, logo or any other identification component belonging to DIPC and/or related to the WEBSITE, prior express written authorisation from DIPC must be obtained.

Notwithstanding all the foregoing, featuring a [http://dipc.ehu.eus](http://dipc.ehu.eus) website page in another website window which does not belong to DIPC through the technique known as framing is expressly forbidden, unless express consent from DIPC has been obtained.
Moreover, featuring any type of content disseminated through http://dipc.ehu.eus on a website or web page other than the WEBSITE using the line linking technique is expressly forbidden, unless express consent from DIPC has been obtained.

Establishing a hyperlink according to the abovementioned conditions shall not in any event imply there is a relationship between CDIPC and the owner and/or manager of the website or web page where such a hyperlink was established, or the acceptance or approval by DIPC of its contents and/or services.

In any event, DIPC reserve the right to forbid or render useless any hyperlink to the WEBSITE at any time and in particular if unlawful activity and/or contents are suspected on the website or web page where the link was included.

PRIVACY POLICY PERSONAL DATA PROTECTION

The User has detailed information about the processing of their personal data on the WEBSITE

COOKIES POLICY

The WEBISTE uses cookie files and/or other analogue data storage and retrieval devices.

Detailed information regarding the use of cookies is available to the USER on the WEBSITE "Cookies Policy" Section.

APPLICABLE LAW AND JURISDICTION

These TERMS & CONDITIONS OF USE are governed by Spanish law.

To solve any discrepancy arising from the WEBSITE access, contents and/or services which DIPC may facilitate the USER through the WEBSITE, the USER and DIPC agree to expressly subject themselves to the Courts and Tribunals of Donostia-San Sebastián and waive their right to any other general or special jurisdiction to which they might be entitled to.