

CONDITIONS OF USE OF THE WEBSITE

These terms of use (hereinafter, the "**Terms of Use**") govern the use of the website www.proyectoharapan.org (hereinafter, the "**Website**"), owned by the Non-Governmental Organization ASOCIACIÓN HARAPAN PROJECT.

1. **Ownership of the Website**

1.1. The owner of the Website is ASOCIACIÓN HARAPAN PROJECT (hereinafter, the "**Association**"), with Tax Identification Number (C.I.F.) G-66446196, and address at C/ Muntaner, 322, Pral 1ª, 08021, Barcelona, and e-mail address for these purposes harapanproject@gmail.com. The Association is duly registered in the Spanish National Register of Associations under number 606694, Group 1, Section 1, and Tax Identification Number G-66446196.

The information contained in the Website refers to the services offered by the Association in accordance with the regulations in force in Spain. The information contained in the Website is for information purposes only, and in no way constitutes any obligation for the subjects accessing the Website (hereinafter, "**the User(s)**").

1.3. These Terms of Use regulate the access and use of the Website by the Users and shall be complemented by any other legal texts that regulate any functionality, service, process, application, platform or means necessary for the use of the Website or the services described.

1.4. By accessing this Website, the User accepts these Terms of Use and declares and guarantees that the applicable legislation and regulations allow him/her to access the Website and that he/she will make correct use of the Website in accordance with the Law, good faith, morality, public order, traffic uses and these Terms of Use. The User shall be liable to the Association or to third parties for any damages that may be caused as a result of non-compliance with this obligation.

2. **Users**

2.1. For the purposes of this Website, User means any natural or legal person who accesses and browses the Website. The condition of User implies full and unreserved acceptance of each and every one of the provisions included in these Terms of Use, which may undergo modifications.

2.2. The Users must read the Conditions of Use of the Web Site carefully. By accessing the Web Site, the User also agrees that such information shall apply to any subsequent access to this Web Site and that such subsequent accesses

shall be subject to the disclaimers, risk warnings and other information contained herein. If the User does not agree to all or any part of these Terms of Use, the User should refrain from using the Web Site.

3. Purpose and Scope

- 3.1. The purpose of the Website is to offer Users a technological tool that provides information on the Association's social purposes, its humanitarian development programs and the services provided by the Association.
- 3.2. To this end, the Association grants a non-exclusive, non-sub-licensable, non-transferable license to Users to use the Website and the functionalities, content and other available functions, which shall be subject to the rest of the Website Terms of Use and applicable regulations.
- 3.3. Users may browse the Website, without the need to create an account or contribute financially to the Association's development programs, as well as formulate their queries and doubts related to donations, the Association's volunteer programs, as well as queries related to its social cause through a specific form located in the "Contact" section of the Website. Where appropriate, you may request that the Association keep you informed of news and updates published in relation to its main activities through physical and electronic means.

4. Industrial and Intellectual Property

- 4.1. All industrial and intellectual property rights over the information, texts, data, graphics, photographs, designs, software, source code, navigation structures, databases, trademarks, trade names, industrial designs and other contents of the Website are the property of the Association and/or its licensors. Therefore, their use, reproduction, transmission, transformation, modification, distribution, public communication, making available, extraction, reuse, exploitation or use in any way by the User is prohibited, except where legally permitted or expressly authorized in writing by the Association, or as provided for in these Terms of Use.
- 4.2. The User acknowledges and accepts that the use of the Website does not imply the transfer of any industrial or intellectual property rights of the Association to the User, nor does it constitute any authorization for the creation of developments derived from the Website, except for the limited, non-exclusive, non-transferable and free use license granted to the Users of the Website in accordance with these Terms of Use.

4.3. In short, Users accessing the Web Site may view the contents and make, where appropriate, authorized private copies provided that the elements reproduced are not subsequently transferred to third parties, nor are they installed on servers connected to networks, nor are they subject to any type of exploitation.

5. Conditions of access and use

5.1. The Website is freely accessible and free of charge, however, the Association conditions the use of some of the services offered on the Website to the prior request and completion of the corresponding form. This occurs, for example, with the services "COLLABORATE WITH HARAPAN PROJECT", "Contact" and "BECOME A PARTNER" of the Website.

5.2. The User guarantees the authenticity and timeliness of all data provided to the Association and shall be solely responsible for any false or inaccurate statements made.

5.3. The User expressly undertakes to make appropriate use of the contents and services of the Association and of the Website and, in particular, not to use them or distribute information through the Website for, among others:

- (a) Disseminate content, criminal, violent, pornographic, racist, xenophobic, offensive, apology of terrorism or, in general, contrary to the legislation in force, morality, good customs or public order.
- (b) Transmit or introduce into the network computer viruses or any other harmful component that may damage, limit or harm the Website or any connected network or interfere with the use by other Users, as well as carry out actions that may alter, copy, spoil, interrupt, modify, decompile, disassemble, reverse engineer, or generate errors or damage to the electronic documents, data or physical and logical systems of the Association or third parties; as well as licensing, leasing, selling, imitating, or hindering the access of other Users to the Website and its services.
- (c) Infringe industrial or intellectual property rights (copyrights and related rights, domain names, trademarks, commercial names, industrial designs, etc.), as well as violate the confidentiality of the Association's or third parties' information and personal data protection rights.
- (d) Impersonate the identity of another User, Public Administrations or any third party.

- (e) Reproduce, transmit, copy, distribute, make available or in any other way publicly communicate, extract, reuse, transform, modify or economically exploit the contents, unless authorized by the holder of the corresponding rights or it is legally permitted.
- (f) Collect data for advertising purposes and to send advertising of any kind and communications for sales or other commercial purposes without prior request or consent.
- (g) Use the Website, or part of it, on other private or commercial websites, as well as make commercial use of the Website; or establish hyperlinks or hyperlinks to the Website or to any of its contents (unless expressly authorized in writing by the Association), refraining from making false, inaccurate or incorrect statements or indications about the Association, or include illegal content, contrary to morality, good customs and public order.
- (h) Any other activities contrary to the Law in force, to these Terms of Use, to morality, good customs or established public order, or for purposes that are illicit, prohibited or detrimental to the rights and interests of the Association or third parties.

5.4. The Association reserves the right to block or restrict access to certain services of the Website to any User in the event that he/she infringes these Terms of Use, the rights of third parties or the applicable legislation.

6. Service and warranty exclusions. Liability

(a) Exclusions

6.1. The Association will make all reasonable efforts to ensure the proper functioning of the Website. However, the Association cannot guarantee the availability of the Website or the absence of interruptions to its services for the purpose of repairs and/or maintenance of the Website or lack of coverage or failures in the equipment and/or networks necessary for data transmission, which are beyond its control. The Association will take appropriate measures to reduce such interruptions.

6.2. Although the Association will make every reasonable effort to ensure that the information contained in the Website is accurate, correct and up to date, it should be considered that such information is of a general nature and for information purposes only and for illustrative purposes only. In this regard, the Association does not guarantee the completeness, suitability, accuracy,

timeliness, validity or integrity of this information and does not accept any liability arising therefrom.

- 6.3. Furthermore, the Association reserves the right to correct, improve or modify the Website and the information contained therein, whenever it deems appropriate and without prior notice, as well as to suspend access to it in order to carry out maintenance or improvement actions, and shall not be liable for the accuracy, insufficiency or authenticity of the information provided.
- 6.4. The Association excludes, to the extent permitted by applicable law, any liability for damages of any nature arising from:
- The impossibility of accessing the Website or the lack of truthfulness, accuracy, completeness and/or timeliness of the contents, as well as the existence of vices and defects of any kind in the contents transmitted, disseminated, stored, made available that have been accessed through the Website or the services offered.
 - The presence of viruses or other elements in the contents that may cause alterations in computer systems, electronic documents or user data.
 - Failure to comply with the laws, good faith, public order, traffic uses and these Terms of Use as a result of incorrect use of the Website. In particular, and by way of example, the Association is not responsible for the actions of third parties that violate industrial and intellectual property rights, business secrets, rights to honor, to personal and family privacy and to one's own image, as well as regulations on unfair competition, data protection and illegal advertising.

(b) Guarantee of the Association

- 6.5. The Website is presented as is and the Association does not guarantee that the services will be uninterrupted and error-free, nor does it guarantee the results obtained from the use of the service.
- 6.6. The Association provides the service without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties as to satisfactory quality or fitness for a particular purpose or otherwise, except those warranties which are implied and which may not be excluded, restricted or modified under applicable law.
- 6.7. The Website does not control, in general, the use that Users make of the Website. In particular, the Company does not guarantee under any

circumstances that Users use the Website in accordance with the Law, these Terms of Use, morality, generally accepted good customs and public order, nor that they do so in a diligent and prudent manner.

- 6.8. Any conditions, warranties or representations not expressly stated in these Terms of Use are excluded to the extent permitted by applicable law.

(c) Linked Sites

- 6.9. This Website may contain links to other websites and incorporate information and/or services obtained from third parties, in order to facilitate the User's access to information from entities collaborating with or sponsoring the Association. The Association declines any responsibility with respect to the information contained in these external links that is outside this Website and is not managed directly by the Association.

- 6.10. The User understands that these other websites are independent of the Website and that the Association has no control over, is not responsible for their content, their operation or the transmission received from such third parties and shall not assume any responsibility for any loss or damage in connection with the use of or reliance on the content, goods or services available on such site or resource. The sole function of such links is for informational purposes, for the convenience of the User, it being the responsibility of the User to read and accept the terms of use and privacy and cookie policies posted on the linked websites or applications referred to.

- 6.11. In any case, the Association declares that it will immediately remove any link when it becomes aware that the contents to which it redirects contravene national or international legislation, morality or public order and good customs.

(d) Guarantees of the User

- 6.12. The User uses the Website at its own risk. By accessing the Website, the User agrees to use it in accordance with applicable laws and regulations and to accept these Terms of Use and all its conditions. The User shall be solely liable to the Association and/or third parties for any damage or harm that may be caused as a result of non-compliance with this obligation. In this regard, the Association shall not be liable for any damage or alteration to the User's equipment as a result of the use of the Website and is exempt from any liability.

- 6.13. The User is solely responsible for ensuring that its computer system has all the relevant technical specifications necessary to use the Website.

7. Data protection, cookie policy and similar technologies

- 7.1. The Association is committed to protecting the personal data of its Users and will therefore only use such data in accordance with the provisions of the Website's [Privacy Policy](#).
- 7.2. This Website uses cookies to manage navigation and other functions of the Website. Users will find information regarding the use of own and third party cookies in the [Cookies Policy](#) of the Website.

8. General Provisions

(a) Invalidity of clause

- 8.1. If any provision or condition of these Terms of Use shall become or be declared contrary to applicable law, invalid or unenforceable for any reason, such condition or provision shall be deemed severed without prejudice to the enforceability of the remaining provisions of these Terms of Use.

(b) Modifications

- 8.2. The Association reserves the right to modify or update the information contained herein in the Terms of Use, at any time, when it deems appropriate and without prior notice, and shall not be liable for the accuracy, insufficiency or authenticity of the information provided.
- 8.3. The Association shall publish on the Website the new version of the Terms of Use each time it modifies them. The User shall be informed, once he/she accesses the Website again, of any change in the terms of these Terms of Use.

(c) Jurisdiction and Applicable Law

- 8.4. The Terms of Use are governed by Spanish law.
- 8.5. Any dispute that may arise from the use of the Website or the Terms of Use shall be submitted to the competent courts of the city of Madrid (Spain) and, in the case of a User acting as a consumer, to the court of the domicile corresponding to the User/consumer.
- 8.6. The User, in the case of a User acting as a consumer, may also submit any dispute arising out of or related to these Terms of Use to an alternative dispute resolution ("ADR") procedure. The list of ADR platforms available from

the European Commission can be consulted at the following link:
[https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.choose
Language.](https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage)
