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## LEGAL NOTICE

### 1. Purpose and General Information

This Legal Notice regulates access to and use of the website [www.arquitectes.cat](http://www.arquitectes.cat) (hereinafter the Website), which the Architects' Association of Catalonia (hereinafter the COAC) provides for its users (hereinafter the User/s) in its capacity as the owner and manager of the Website. The details of the COAC are as follows:

**Name:** Col·legi d'Arquitectes de Catalunya (Architects' Association of Catalonia)

**Tax ID No:** Q0875010A

**Address:** Plaça Nova 5, 08002 Barcelona

**Email:** [coac@coac.cat](mailto:coac@coac.cat) [3]

**Registration details:** Registered in the Register of Professional Associations of the Government of Catalonia with number: ARQ/C-20.

This Legal Notice governs access to and use of the Website. Nevertheless, the use of other spaces or services contained in this Website may be subject to other conditions of use. In this case, Users are also required to abide by the corresponding conditions of which they will be duly informed.

COAC reserves the right to add to, alter or replace this Legal Notice at any time, as well as any other general or specific conditions that may apply, it being understood that the act of publishing any such changes on the Website shall be regarded as due notification. We therefore ask Users to read these conditions carefully every time they log on to the Portal and to refrain from using the Website if they do not agree with any of the conditions established therein.

### 2. Users' Rights and Obligations

Access to the Website is the sole responsibility of the User/s and entails reading and accepting any legal notices or terms and conditions of use in force at any time; Users are therefore asked to read this Legal Notice thoroughly every time they log on to the Website.

The use of any of the services offered on the site automatically confers the status of User and shall be regarded as the express, voluntary and unreserved acceptance of this Legal Notice.

To access any service on the Website that is not free of charge or which imposes a series of obligations, the User is required to be of legal age and to have the legal capacity and representation necessary to enter into a contract.

The use of the services offered on the Website implies that the User has agreed to abide by the requirements of these services and the Legal Notice of the Website.

Users who visit the Website undertake to comply with this Legal Notice and any other special instructions for use that may be displayed on the site at any time. Likewise, they undertake to operate at all times within the constraints of the Law, good customs and good faith, using the diligence corresponding to the nature of the service in question. Similarly, Users may not make any changes or alterations to the contents of the Website with the exception of the details entered by the Users themselves, nor in any way damage its integrity or operation.

The COAC may withdraw or suspend access to the Website to any User who breaches any of the obligations described in this Legal Notice. Any User who deliberately breaches any of the preceding obligations shall be held responsible for all the damages that may be caused to the COAC as a result of this action.

### **3. Exclusion of Liability**

The COAC reserves the right to interrupt access to the Website or to refuse to provide any or all of the Services available through the Website at any time without prior notice, whether this is due to technical or safety reasons, supervision or maintenance, failures in the electricity supply or any other cause.

The COAC cannot be held responsible for decisions taken based on the information provided on the Website, nor for any damages caused to the User deriving from this information.

The COAC cannot take responsibility for damages of any kind caused to the User deriving from the connection failures of telecommunications networks that lead to the suspension, cancellation or interruption of the service on the Website or for reasons of force majeure.

### **4. Intellectual and Industrial Copyright. Hyperlinks**

All of the contents, brands, designs, logos, icons, software, trading names, domain names and any other sign or element on the Website that may be covered by intellectual or industrial copyright are the property of the COAC, or the public domain, or third parties which have duly authorized their inclusion in the Website and are named as the authors or rights holders.

Under no circumstances may it be assumed that any licence is granted or that the owner relinquishes, transmits or transfers any of these rights, either fully or partially, nor is any right conferred, especially with regard to the use, reproduction, distribution, transformation or public broadcast of these contents, without the express prior written permission of the COAC or the relevant third parties. Any violations of the intellectual or industrial property rights referred to in this section shall be pursued through the criminal and civil actions provided for by current legislation.

The User and, in general, any other person who proposes to establish a hyperlink between their own website and the Website (hereinafter the hyperlink) is required to obtain the express authorization from the COAC and comply with the following conditions:

The hyperlink may only give access to the homepage of the Website or the specific page authorized by the COAC.

A frame may not be created over the web pages of the Website.

No false, inaccurate or incorrect statements may be made about the COAC, its management, staff or products and/or services.

It should not be claimed or insinuated that the COAC has in any way authorized the hyperlink or approved or accepted the services posted or offered on the website from which the hyperlink has been established.

With the exception of the words forming part of the hyperlink itself, the website on which the hyperlink has been established may not contain any brand name, commercial name, establishment signage, designation, logotype, slogan or any other distinctive signs belonging to the COAC.

The website on which the hyperlink has been established may not contain any information or content that is illegal or contrary to the principles of good faith, customs, morals or public order, nor may it contain content that contravenes any third party rights.

The establishment of the hyperlink does not in any way imply the existence of a relationship between the COAC and the owner of the website on which the hyperlink is placed, nor does it imply COAC's acceptance or approval of that site's contents or services.

## **5. Private Area**

Access to the Private Area of the Website is personal and non-transferable and Users promise to ensure that their password remains confidential.

## **6. Forums**

Users undertake to use the established Forums and/or post comments in accordance with the law and the generally-accepted principles of good faith, customs, morals, public order and human dignity.

The COAC does not carry out any advance checks of the comments in the Forums but nevertheless reserves the right to remove, at any time and without prior notice, the activities of any web browser or user of the Website who contravenes the stipulations in this clause and the Legal Notice.

## **7. Data Protection**

The COAC complies with all the requirements laid down by current legislation with regard to the protection of personal data, and all the data for which we are responsible are treated in accordance with legal provisions. The details of our data protection policy can be found in the Privacy Policy and, where necessary, in the data protection clauses that appear on the pages

of the Website where personal details are requested from Users.

## 8. Cookies

With regard to cookies, please refer to the [cookies policy](#) <sup>[4]</sup> in this link.

## 9. Applicable Law

This Legal Notice is governed by Spanish Law. In the event that current legislation envisages the possibility of the parties' right to another jurisdiction, both parties hereby freely relinquish this right and submit themselves to the Courts and Tribunals of the city of Barcelona (Spain).



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**Copyright@ Col·legi d'Arquitectes de Catalunya :** <http://arquitectes.eu/en/legal-notice>

### Links:

[1] <http://www.ar>

[2] <http://www.coac.net/>

[3] <mailto:coac@coac.cat>

[4] <http://arquitectes.eu/en/cookies-policy>

[5] <http://arquitectes.eu/en/printpdf/printpdf/1360>