



REACHGALLERY TERMS OF USE

The REACHGALLERY application (hereinafter "the application") is the property of ServiREACH, SA (hereinafter ServiREACH), NIF no. A62270129, located at Rambla Jaume Sàbat 4, 1º Sant Cugat del Vallès 08172 (Spain).

For any questions or proposals, contact us by phoning +34 93 587 92 28 or via e-mail hello@servireach.com.

The regulations governing this application are exclusively applicable in Spain, and both nationals and foreigners who use the application are subject to these regulations.

The access and use of our application by the USER requires the TERMS OF USE to be previously read and the full, express and unreserved acceptance of these TERMS OF USE.

In order to improve the application and our services, and for the benefit of the USER, ServiREACH may update the application, modify its presentation and its configuration, modify and/or expand services, and include new content, all unilaterally.

A. INTELLECTUAL PROPERTY

All text, images, and source codes corresponding to the application are the property of ServiREACH, SA or of third parties who have acquired their exploitation rights, and these are protected by Intellectual and Industrial Property rights.

The USER solely has the right to use these within the framework of the provision of services offered by the application and express authorization is required to modify, reproduce, exploit, distribute or exercise any right pertaining to its owner.

ServiREACH and ReachGallery are registered trademarks, and their reproduction, imitation, use or insertion is prohibited without our due authorization.

ServiREACH is exempt from liability for any claim regarding the intellectual property rights of the content entered by USERS in the application.

Imitation of our application, in whole or in part, is wholly prohibited.

B. CONDITIONS OF ACCESS AND USE

Access to our application requires access codes previously obtained by ServiREACH or by USERS with the power to do so within the framework of the service agreement with ServiREACH.

It is the exclusive responsibility of each USER to safeguard their access codes and grant authorization for use.

The USER must access our application in accordance with good faith, current legislation, public interest regulations and these General Terms of use, and the USER's access is their own and exclusive responsibility, being liable in any case for damages that may be caused to third parties or to ourselves.

The USER is expressly prohibited from using and obtaining the services, products and content offered in this application, through procedures other than those stipulated in these terms of use.

The USER is prohibited from engaging in any type of activity on the application that causes excessive operating overload to our computer systems, as well as being prohibited from introducing viruses, or the installing robots, or software that alters the normal functioning of our website, or ultimately may cause damage to our computer systems.

ServiREACH reserves the right to unilaterally and without prior notice terminate any USER that the organization understands to have violated the conditions that govern the use of our application, without the USER having the right to make a claim of any kind for this type of action. Likewise, it reserves the right to exercise appropriate legal action against any party that violates these general terms of use, and the USER accepts that the non-initiation of such action does not constitute a formal waiver of same, with the right to legal action remaining in force until the statute for limitations of offenses.

C. CONTENT PUBLICATION

The purpose of the application is to store technical product specifications (hereinafter content) by USERS with a profile for same. The USERS, in turn, may authorize other USERS to access their content.

The publication of content is the sole responsibility of the USER and must meet the following conditions:

- Only publish content in accordance with the purpose of the application.
- Only publish content that does not violate any law and that does not violate the rights of third parties, especially intellectual and industrial property rights.

Taking into account the impossibility of controlling the published content, **ServiREACH is exempt from any liability for damages of any kind that may arise from the use of said content by any USER.**

ServiREACH reserves the exclusive right to remove published content without this right implying that ServiREACH are obliged to review or approve the content to be published.

D. PRIVACY POLICY

The provision of personal data through our portal requires the express acceptance of our [Privacy Policy](#).

E. RESPONSIBILITIES

By making this application available to the USER, we strive to offer a quality service, using the utmost diligence in providing the service, as well as in the technological means and security measures used. However, we will not be responsible for the presence of viruses and other elements that in any way may damage the USER's computer system.

The use and proper maintenance of devices operating systems, browsers and Internet access necessary for the proper functioning of the application is the USER's sole responsibility.

ServiREACH does not guarantee that the availability of the service will be continuous and uninterrupted, due to circumstances caused by problems in the Internet network, breakdowns in computer devices or other unforeseeable circumstances, such that the USER agrees to bear these circumstances within reasonable limits, by which the USER expressly waives claiming that ServiREACH holds any responsibility for possible failures, errors and use of the service.

It is the USER's sole responsibility to make backup copies of all the content that is entered into the application. ServiREACH does not guarantee its restoration in the case that the USER deletes content.

The USER assumes all responsibility derived from using our application, being solely responsible for any direct or indirect effect that may arise on the application, including, but not limited to, any adverse economic, technical and/or legal result, as well as the disappointment of expectations generated by the application, obliging the USER to hold ServiREACH harmless for any claims arising, directly or indirectly, from such events.

ServiREACH does not guarantee the accuracy, veracity and validity of the contents of this application, whether its own or that of third parties, being totally exempt from any liability arising from the use thereof.

ServiREACH is exempt from any liability arising from any claim, including the payment of attorneys' fees, for claims and lawsuits established by third parties due to the USER's non-compliance with our terms of use and privacy policy, or any other claim related to non-compliance with current legislation.

The USER acknowledges that they have understood all of the information regarding the application's terms of use and acknowledges that they are sufficient to exclude any error in the same and, therefore, they accept them fully and expressly.

The USER is fully aware that the mere use of this application, as well as its services, implies acceptance of these terms of use.

Everything related to our application is governed exclusively by Spanish law. In the event of any type of discrepancy or difference between the parties in relation to the interpretation and content of this application, all parties submit, expressly waiving any other jurisdiction, to the Courts and Tribunals of Barcelona.

F. VALIDITY OF THE GENERAL TERMS OF USE

These General Terms of Use were modified on May 14, 2018. We can modify these terms at any time: please check the date of issue each time you connect to our application to be certain that no modification has occurred that affects you.