Legal Notice

I. INFORMATION ON THE INFORMATION SOCIETY SERVICES PROVIDER

The Website is owned and operated by TALENT & COACH PARTNERS, S.L. Its information, for complying purposes with the obligations included in article 10, of Act 34/2002, July 11th, of Information Society Services and E-Commerce, are the following:

Corporate Name: TALENT & COACH PARTNERS, S.L

Registered Office: NÚÑEZ DE BALBOA, 58 1º DCHA MADRID 28001

Registration Data in the Company Register of Madrid: Volume 29,937, Folio 9, Section 8, Page M-538789.

Spanish Tax Identification Code for Businesses: B86437761

E-mail Address: info@talentandcoach.com

II. GENERAL TERMS AND CONDITIONS OF ACCESS AND USE OF OUR SITE

The General Conditions stated herein regulate the use of the Internet Website "www.talentandcoach.com" (hereinafter referred to as “T&C”) that TALENT & COACH PARTNERS, S.L places at the user’s disposal (The User). The Website belongs to TALENT & COACH PARTNERS, S.L.

1. User

By accessing and/or using this Website a person is considered a User and accepts all the General Conditions currently in force published by TALENT & COACH PARTNERS, S.L. The above terms apply regardless of accepting the specific conditions which may be enforceable in each case. If the User disagrees and/or does not understand any of the conditions established herein, he/she should not this Website. Any unauthorized use of the website is prohibited, being TALENT & COACH PARTNERS, S.L entitled to deny or take away the access and use of the Website, at any time and without prior notice, to those Users that fail to follow these general conditions or the specific conditions which may be enforceable.
2. Modifications

TALENT & COACH PARTNERS, S.L. reserves the right to modify these conditions at any time and without prior notice. In these cases, the User will be informed and the new conditions will be published as soon as possible. Likewise, TALENT & COACH PARTNERS, S.L. reserves the right to modify at any moment and without prior notice, the presentation (including the “look and feel”), configuration and location of the Website, as well as the Contents of the Web.

In his/her own interest, each time the User accesses the Website, he/she will be responsible for checking the published version of its Terms and Conditions (each version can be identified by the number stated in the heading of this text) and, where necessary, read carefully the changes that may have been introduced with respect to the last version known by the User.

3. Information provided through the Site, access and use of the web

Through this Site, TALENT & COACH PARTNERS, S.L. provides information on the company and its services. The data contained in the Site are provided to the User with informative purposes only and in no case should these data be considered as a binding offer of TALENT & COACH PARTNERS, S.L. to provide any services.

The access and use of the Web is free for the User and it generally does not require the User’s registration. However, the access and use of specific information and services offered through the Web will only be available upon registration.

TALENT & COACH PARTNERS, S.L. reserves the right to interrupt, suspend, cease and close the access and/or use, partially or totally to the Site and to all or specific users, without need of prior notice. Particularly, but without limitation, TALENT & COACH PARTNERS, S.L. may suspend temporarily the services and contents of the Site to make maintenance, improvement or repair works.

The User acknowledges and agrees with the above and therefore waives to claim against TALENT & COACH PARTNERS, S.L. for any loss or damage that he/she may suffer as a consequence.

The Users who wish to establish a hyperlink or link between their website and TALENT & COACH PARTNERS’ Website (the “Link”) must previously obtain authorization from TALENT & COACH PARTNERS, S.L., presenting a request to the following e-mail address info@talentandcoach.com.

The third party links must be done to the homepage of TALENT & COACH PARTNERS S.L. The User will be responsible for any damages caused to TALENT & COACH PARTNERS S.L. or third parties, which may occur as a consequence of the non-fulfilment of these obligations.
4. Restrictions on use of the Website

When the User accesses our Website, he/she is authorized to access all the public contents of the site. Therefore, the User agrees not to use any information, whatever the nature and format and/or information regarding any of the services that the site may offer (the “Contents”) at all times, in the following way:

1. The User is not authorized to reproduce or copy, distribute, modify, cede or communicate to the public the contents of this website unless with express authorization of the owner of the corresponding rights or when legally permitted.
2. The User is not authorized to use the information included in the website for direct sale purposes or with any other commercial objective, to send unsolicited messages addressed to different people, regardless of its purposes, nor commercialize in any way with said information.
3. The User is not authorized to suppress, hide or manipulate the “copyright”, industrial or intellectual property rights and identification data of TALENT & COACH PARTNERS, S.L or of its incorporated partners, as well as technical protection devices, fingerprints or any other protection mechanisms.
4. The User is not authorized to dismantle, disassemble or reverse the databases where the contents of the website are stored.
5. The User is not authorized to carry out “spamming” acts in the use or as a consequence of the Site’s use or the use of the information and services with commercial purposes, addressed to a variety of people without previous consent nor any other unsolicited nor consented messages to a variety of people. The user is not authorized to send unsolicited succession of e-mails without previous consent, or to use distribution lists that may be accessed through the website.
6. The User will not carry out activities that can be considered illegal, immoral or against public order. Within these not permitted activities, the following are including but not limited to:

(a) Sending offensive, abusive or threatening communications;
(b) Accessing illegally third party computer systems;
(c) Spreading computer viruses or software with the aim of causing damages in data or IT computer systems, breaching third party’s privacy or exceeding security and/or protection systems;
(d) Accessing and/or spreading child pornography;
(e) Supporting terrorism;
(f) Accessing and/or spreading racist or xenophobic contents.

7. The User will not use the Contents or services included in the website to carry out activities that may damage the image of TALENT & COACH PARTNERS, S.L.

All content on the website (including, without exclusion, texts, pictures, graphics, images, icons, technology, computer programs, Websites, links, visual and talking contents, its source code and graphic design, as any brand, domain names and other distinctive signs, in general, any kind of work, creation or expression - or a combination - included in the Site or used to identify it partially or totally (hereinafter referred to as “Protected Elements”) belong to TALENT & COACH PARTNERS, S.L. who has assigned their intellectual and/or industrial property rights. TALENT & COACH PARTNERS, S.L. has exclusive rights of exploitation of said intellectual property, in any way, and specially the rights of reproduction, distribution, public communication and transformation. TALENT & COACH PARTNERS, S.L. does not cede, partially or totally, nor hands over the license or any authorization to the users regarding the intellectual and property rights or any other rights regarding the website.

Likewise, TALENT & COACH PARTNERS, S.L guarantees that the contents, included intellectual property contents, are not illegal nor do they break the current regulations. Therefore, the contents on the website will not be xenophobic, pornographic, discriminatory and racist nor will they in any way incite violence. Furthermore, TALENT & COACH PARTNERS, S.L will take legal action to prevent any kind of illegal or immoral conduct.

Through these Terms and Conditions TALENT & COACH PARTNERS, S.L. only authorises the user to view, download and print the Protected Elements owned by TALENT & COACH PARTNERS, S.L., solely for the user’s personal use, undertaking to avoid, direct and indirectly, any form of commercial exploitation nor using them for any other purpose that is not specifically included in these Terms and Conditions. The use of Protected Elements owned by third parties (including, with no limitation, brands or distinctive signals of third parties) will be subject to the conditions established by said third parties and that the User should know.

Disregarding what is stated in this section will be considered as a violation of intellectual property rights owned by de TALENT & COACH PARTNERS, S.L, resulting in legally established responsibility for this purpose. This behaviour can be prosecuted by taking the appropriate administrative, civil and criminal actions in each case.

6. Legality and Correctness of the Contents included in the Website

Even though TALENT & COACH PARTNERS, S.L. makes all possible efforts to ensure that the Contents of the Site are correct and updated, TALENT & COACH PARTNERS, S.L. does not guarantee nor is responsible for any inaccuracy and/or lack of correctness and/or lack of updates in the Contents.
The responsibility of TALENT & COACH PARTNERS, S.L. for the content and information offered by internet sites accessible through hyperlinks included in the Website and Contents belonging to and offered by third parties that are hosted in the Website, will be governed by articles 16 and 17 of the Information Society Services Act, Act 34/2002.

TALENT & COACH PARTNERS, S.L. is not responsible nor guarantees that the access to the Contents and the rest of the Site is legal from outside Spain. The access to the website from another country will be done following the applicable regulations in the territory from which the User accesses the Website.

7. Exclusion of Warranties and Liability

Regarding the exclusion of warranties and responsibilities, TALENT & COACH PARTNERS, S.L. will not be responsible for:

1. TALENT & COACH PARTNERS, S.L. will only be responsible for the own services and contents generated by the company and identified by its Copyright as a brand or intellectual and industrial property of TALENT & COACH PARTNERS, S.L.
2. TALENT & COACH PARTNERS, S.L. is not liable for:

I.- Damages of any kind that may be caused by products or services offered by third parties or entities through the website, and in particular:

a. Failing to comply with the law, morals, good habits, such as public order or the use of the products and/or services offered in an incorrect way, or with illicit effects, contrary to what is established in these general conditions or in the general conditions applicable in each case.

b. Breach of intellectual or industrial property rights.

c. Breach of professional secrecy.

d. Breach of honor, family and personal privacy rights and people’s image as of the rights related to childhood and youth protection.

e. Actions related to unfair competition.

f. Illicit advertising or actions deemed to be offences or of pornographic nature.

g. Lack of veracity, accuracy, reliability, validity and thoroughness of the contents and information on this website, whether its own, those of third parties or of users.

h. Breach or incorrect fulfilment or termination of any contract carried out by third parties that offer their services through the website.

i. Incompetence of any user or the impersonation of a third party carried out by the User.

II.- TALENT & COACH PARTNERS, S.L. is not liable in the case where the information included in the Site, by whatever user, offends others, insults them, damages their honor and personal privacy rights or harms them in any other way, as following these Terms and Conditions, the users of the Site are committed not to introduce information that may be considered illegal, immoral or against public order.
III.- TALENT & COACH PARTNERS, S.L. is not liable for damages of any kind which may be caused by the knowledge that not authorised third parties may have of the kind, conditions, features and use and access information that users have on the website and of the information and services, as of the users’ failure to comply with their responsibilities regarding personal data.

IV.- TALENT & COACH PARTNERS, S.L. is not liable for damages of any kind which may be caused by errors in the access and use of the webpage, errors in the access and use of its services and contents, despite the commitment to prevent, update them or correct said errors. Thus, the company is not liable for the non-availability or continuity of the website, as failure to access the different websites from where TALENT & COACH PARTNERS S.L. provides its services.

V.- TALENT & COACH PARTNERS, S.L. is not liable for damages of any kind which may be caused by information included in its website in the event that the web includes links or hyperlinks to other Internet sites, as TALENT & COACH PARTNERS, S.L. does not exercise any control over such sites and content. The “links” that may appear on the website have information purposes only, being TALENT & COACH PARTNERS, S.L. under no circumstance, liable in any way of the results that you might obtain by accessing said “links”. Therefore, TALENT & COACH PARTNERS, S.L will not be responsible for:

- availability, accessibility, operation and continuity of the linked sites;
- quality, legality, reliability, veracity, usefulness, validity and/or authenticity of the contents included in the linked sites;
- maintenance, transfer of the contents included in the linked sites.

VI.- TALENT & COACH PARTNERS, S.L. is not liable for damages of any kind which may be caused by viruses in the computer system, electronic documents or users’ files. Is not liable either for the presence of viruses in the services offered by third parties through the website, damaging the computer system, electronic documents and users’ files.

VII.- TALENT & COACH PARTNERS, S.L. is not liable, under any circumstances, for negligence, loss of business, lack of use, loss of profit, loss of information due to indirect, secondary special or resulting damages that may be caused by the User’s access or use of the Website.

VIII.- The User commits not to hold TALENT & COACH PARTNERS, S.L. liable for the breach of these Terms and Conditions, specially but not limited to, the Limitations of the Use of the Site.
8. Applicable Law and Jurisdiction

The Website service and these General Conditions are governed by the Spanish legislation. In accordance with Spanish legislation, both parties are subject to, with express waiver of their own jurisdiction if applicable, to the Courts and Tribunals of the city of Madrid.

Madrid, September 21st 2012