

LEGAL NOTICE AND GENERAL TERMS AND CONDITIONS

1. General Information

The domain names cedro.es, cedro.org, cedro.net, cedro.com.es, cedro.nom.es, cedro.org.es and conlicencia.com, are property of the Centro Español de Derechos Reprográficos, (hereinafter CEDRO), an intellectual property rights collective management organization domiciled at calle Alcalá, n.º 26, 3º (entrada por Cedaceros, 1) 28014 Madrid (telephone +34 91 308 63 30, fax +34 91 308 63 27 and e-mail cedro@cedro.org).

CEDRO, with Tax Identification Number (C.I.F.) V-78652203, is registered in the National Register of Associations of the Spanish Ministry of Internal Affairs with number 74,685 and was authorized to act as a copyright management organization by Order of the Spanish Ministry of Culture of 30 June 1988.

2. Regarding this legal notice and general terms and conditions

The purpose of this legal notice is to present the general terms and conditions that regulate the access, browsing and use of the CEDRO Websites and the licence acquisition process through the Website www.conlicencia.com, as well as the responsibilities deriving from the use of its contents.

The names of the headings of this legal notice should be solely considered for information purposes, and shall not affect the interpretation of the general terms and conditions.

The failure of CEDRO to enforce or exercise any right or provision of the defined in this legal notice shall not be construed as a waiver of such right or provision, unless otherwise stipulated and agreed in writing.

In addition to these general terms and conditions, CEDRO may establish special terms and conditions which regulate the use or contracting of specific services offered through its Website. In the event of discrepancy between what is established in these general terms and conditions and the special terms and conditions of a service, the provisions of the latter shall prevail.

3. Users

The sole action of accessing, browsing or using this Website confers the condition of User on this person. From the moment any of these actions take place, the User fully and unconditionally accepts the general terms and conditions contained in this legal notice, as well

as the specific terms and conditions which, when applicable, may be established for specific services and contents of the Website. Therefore, the User must read this legal notice carefully.

4. Use of this Website, its contents and services

The User agrees to use this Website and its services and contents correctly and lawfully, in accordance with current legislation, good faith, the generally accepted uses and public order.

The User shall not perform actions that may cause damage to the Web pages of this Website or that may disable, overburden or impair it in any way. The User shall likewise refrain from carrying out any activity that may prevent the normal use and enjoyment of the Website by other users.

The following actions are prohibited in relation to the contents of this Website:

- Its reproduction, distribution or modification, unless authorization has been provided by its legitimate owners or it is legally permitted.
- The violation of the rights of CEDRO or of its legitimate owners on the same.
- Its use for any type of commercial or promotional purposes, unless authorization has been provided by CEDRO in writing.
- Any attempt to obtain the contents of the Website by any means other than those made available to the users by CEDRO and which, as standard on the Network, do not cause any damage to the CEDRO Website.

Should the User have to register in order to use or contract a service on the Website, the same shall be responsible for providing truthful and lawful information. In the event that registration involves the assignment of a password to the User, the same undertakes to use it carefully and to keep it secret. The Users are responsible for the confidentiality of the passwords and any other identifiers provided by CEDRO, and hereby agree not to disclose them or permit their use by third parties, neither permanently nor temporarily. The User shall be responsible for any unlawful third party use, with a password, of the services of this Website resulting from the negligent use or loss of the User's password.

The User shall notify CEDRO immediately of any circumstance that may involve the improper use of the passwords or other indicators, such as theft or loss. Until this notification, CEDRO shall be exempt of any liability that may arise from the improper use of such passwords by unauthorized third parties.

5. Intellectual and Industrial Property Rights

CEDRO is the holder of the intellectual and industrial property rights of use of this Website or has the corresponding licence or authorization for its use. Likewise, CEDRO is the holder of the

intellectual, industrial and image property rights on the contents available on this Website, or has the authorization required for its use. The access, browsing and use of this Website by the User does not imply under any circumstances the waiver, transfer, licence or total or partial conveyance by CEDRO of the aforementioned rights.

Therefore, it is prohibited to delete, ignore or manipulate the copyright notice and any other data identifying the rights of CEDRO or of its owners included in the contents, as well as the technical protection devices, the digital fingerprints or any information or identification mechanism that the contents may contain.

Similarly, it is forbidden to reproduce, modify, reuse, exploit, publicly communicate, upload files, send by e-mail, transmit, use, process or distribute in any way all or part of the contents included on the Website for public or commercial purposes, without express written authorization from CEDRO or, if applicable, from the relevant right holder.

The name CEDRO and the corresponding logo are registered trademarks and the reproduction or use of the same without the owner's authorization is prohibited.

The legitimacy of the intellectual or industrial property rights corresponding to the contents provided by third parties is of their exclusive responsibility.

6. Responsibility

The responsibility of the use of this Website corresponds solely and exclusively to the User. Such responsibility shall also be understood to apply to the use, by the User or a third party, of the passwords or similar identifiers that may be required to access the Website or its services.

In any case, CEDRO reserves the right to deny, without requiring prior notice, access to users that do not comply with these general terms and conditions or with the special terms and conditions that may have been established.

CEDRO shall under no circumstances be liable for damages of any nature that may be caused by:

- the unavailability, lack of maintenance and functionality of the Website or of its services or contents;
- the lack of use, suitability or validity of the Website or of its services or contents to satisfy the needs, activities or specific results or expectations of the users;
- the existence of virus in the contents;

- any use of the contents by the users, and particularly the illicit, negligent or fraudulent uses or uses that are contrary to these general terms and conditions, good faith, the generally accepted uses and public order;
- the illegality, lack of quality, reliability, use and availability of the services provided by third parties and made available or publicized on the Website;
- the non-compliance by third parties of their obligations or commitments in relation to the services provided to the Users through the Website.

7. Severability

If any provision of these Terms and Conditions is totally or partially declared invalid or ineffective, such invalidity or ineffectiveness shall solely affect such provision or the part thereof that becomes invalid or ineffective; the remaining provisions of these General Terms and Conditions shall continue in effect, and such provision shall be deemed to be deleted in full or in part.

8. Personal data protection

According to Spanish Organic Law 15/1999, of 13 December, on the Protection of Personal Data, personal data is defined as "any data concerning identified or identifiable natural persons".

The only identifying personal data to which CEDRO shall have access shall be the data provided by the users through the different forms available on the Website.

In compliance with current regulations, CEDRO has adopted the technical and organizational measures needed to maintain the security level in order to deal with processed personal data. Similarly, CEDRO has the precise mechanisms at its disposal, to avoid, as far as possible, unauthorized accesses.

Please note that in accordance with Spanish Organic Law 15/1999, of 13 December, on the Protection of Personal Data, your data shall become part of a file which CEDRO is responsible for, and which shall be used for the management and processing of the licences requested and to send you information on copyright and culture activities.

Should you wish to exercise your rights of access, rectification, cancellation or opposition as well as withdraw the consent given to receive information on copyright and culture activities, such rights may be exercised in writing by forwarding an email to: cedro@cedro.org or by post to: C/ Alcalá 26, 3º (entrada por Cedaceros, 1) 28014 Madrid.

9. Links

The links and contents of third party Web pages that may be accessed from this Website are not responsibility of CEDRO and the accuracy of the same can not be guaranteed when accessed by the User.

10. Use of Cookies

CEDRO may use cookies when a User browses through the Web pages of the Portal. The cookies are only associated with the navigator of a specific computer (an anonymous User), and in themselves do not provide the name and surnames of the User. In this respect, we inform you that a cookie is a small text file that a server may place on the hard disk of a user's computer. In our case, it contains anonymous information on the user's visit to the Web page. This information can help CEDRO to ensure that the Web page and the services are adjusted, as far as possible, to its users' needs and preferences. The User may set an Internet browser to receive a warning when a new cookie is stored in the computer, and by doing this, the cookie can be accepted or declined. Please refer to the help section of your Internet browser for specific instructions.

In this respect, we inform you that the only type of third party cookie that you may find on our Website is:

Google Analytics Cookie [-utmb; -utm; -utmz], and its sole purpose is to obtain anonymous browsing statistical data. For more information, please click on the following link <http://www.google.com/intl/es/analytics/privacyoverview.html> .

We also inform you that the Google Analytics cookies can be disabled by clicking on the following link: <https://tools.google.com/dlpage/gaoptout?hl=es> .

Social media buttons work with third-party cookies (Facebook, Twitter and LinkedIn). If you click these buttons, these cookies are sent.

CEDRO on Facebook: Cookies: datr, reg_fb_gate y reg_fb_ref. For more information please visit: <https://www.facebook.com/help/cookies>

[CEDRO on Twitter](#): Cookies: guest_id, __utma, __utmb, __utmc, __utmz, original_referer y _twitter_sess. For more information please visit <https://twitter.com/privacy>.

[CEDRO on LinkedIn](#): Cookies: JSESSIONID, visit, bcookie, S-LI-IDC, L1e, X-LI-IDC, _qca, RT, __utma, __utmb, __utmc, __utmz, __utmv, leo_auth_token, lang. For more Information please visit <http://www.linkedin.com/legal/privacy-policy>

11. Acquisition of pay-per-use licences via the Website

Note: CEDRO shall not provide content. Through this service, the User acquires a licence for a specific use of a work that can be legally accessed.

1. Subject to the payment in full of the licence and the compliance of the terms and conditions of the same and of the Terms and Conditions herein, CEDRO grants a non-exclusive and non-transferable licence for the specific uses and purposes defined by the User in the licence acquisition process.

Uses:

-Photocopying and distribution: Reproduction by photocopying of the work subject to licensing and the subsequent distribution on paper is permitted, under the limits and terms and conditions set forth in the licence document, based on the uses and accesses described by the User in the acquisition process.

-Digital Copying and delivery by E-mail: It includes obtaining a digital copy via scanning or any other means and the subsequent delivery of the same by E-mail, under the limits and terms and conditions set forth in the licence document, based on the uses and accesses requested by the User in the acquisition process.

-Digital Copying for an Electronic Device: It includes obtaining a digital copy via scanning or any other means for its display on a screen of an Electronic Device, under the limits and terms and conditions set forth in the licence document, based on the uses and accesses requested by the User in the acquisition process.

-Digital Copying for Intranet: It includes obtaining a digital copy via scanning or any other means and subsequently making the same available on the Intranet, under the limits and terms and conditions set forth in the licence document, based on the uses and accesses requested by the User in the acquisition process. Intranet is defined as the closed computer network controlled by the User, which may solely be accessed by certain people via an electronic password or any other electronic means of authentication and validation.

-Digital Copying for Internet: It includes obtaining a digital copy via scanning or any other means for its public communication, by making the same available on an Internet Web page.

2. It is expressly forbidden to use and distribute the works of CEDRO's repertoire for purposes and uses other than those listed in the licence document.
3. The reproduction of the works and making the same available, which are subject to the authorization granted under the licence, must be carried out with absolute respect to the authors' moral right, which CEDRO expressly reserves.
4. All licences, once issued, are final. Consequently the User shall not be entitled to cancel the license and shall not be reimbursed. If full payment is not received within the agreed deadlines, any licence issued shall be automatically deemed as revoked and must be cancelled, as if it had never been granted.
5. The acquired licence may not be sublicensed, assigned or transferred by the User to any third party.
6. Termination: In the event that the User breaches the terms and conditions and/or limits of the signed licence, the same shall be automatically be treated as void. The reproduction under a void licence, as well as the reproduction exceeding the agreed uses, target, amount and limits, may be considered as an infringement of the copyrights represented by CEDRO and may be subject to legal proceedings.
7. Place of execution of the licence agreement: Madrid shall be deemed as the place of execution of the licence agreement.

12. Specific terms and conditions of the digital copying:

1. The reproduction, in any case, shall be carried out of/from a work of licit origin, which has been obtained via legitimate access.
2. Digital copying shall be carried out in order to maintain the typographical features and the presentation of the edition, page by page. Therefore, the total or partial elimination, modification or alteration of the work in terms of its content and form, is prohibited.
3. Under no circumstances shall the distribution or the making available of fragments of different works be permitted so that the same constitute a unit or an abridgement.

4. The User is obliged to include a note, in an important place, where it can be easily seen, which contains the following:
 - a) The title of the work and name of the right holders, (author, publisher, translator,...) according to the credits page, year of publication, ISBN, or ISSN if it is a periodical publication and, if this is the case, its number.
 - b) *A caption that reads: "This work is protected by copyright and its reproduction, distribution and public communication, by the making available modality, has been carried out with authorization from CEDRO. Any subsequent reproduction, distribution, adaptation and public communication, in any mean or form, which is not protected by Law or by this Licence requires express authorization, with the exception of a sole reproduction via printer for each authorized user".*
5. The User shall be obliged to provide any third parties to which the licensed works may be forwarded with the terms and conditions of use of the licence, and inform on the necessity of having a licence from CEDRO for any subsequent use (reproduction, distribution, public communication and adaptation) that may be requested of the documents forwarded to the third party by the User.
6. The User shall take all the effective means available to prevent the deletion or modification of the identification data of the digitally reproduced works, as well as its form and content.
7. At the termination of the validity of the signed licence, the User shall be obliged to delete the temporary or final computer files that contain the reproduction of the works carried out under the protection of the licence, so that no subsequent access to said files is possible.
8. The User shall inform CEDRO, as soon as possible, of any infringement which may come to his/her attention, in relation to the intellectual property rights of the works of CEDRO's repertoire.

If the intention is to include the authorized material in an Intranet, the same must be protected with a password and be solely available for the number of licensed accesses.

13. Jurisdiction

These terms and conditions shall be governed by Spanish law.

CEDRO and the User, expressly waiving any other jurisdiction which could apply, submit themselves to the Jurisdiction of the Courts of the city of Madrid for any issues that may arise or actions taken deriving from the provision of the service of this Website, and of its services and contents, and relating to the interpretation, application, compliance or infringement of the established herein.