

# Legal Notice

## **1. Identification of the owner of the website**

This legal notice regulates the use of the website [www.start4big.com](http://www.start4big.com), which **START4BIG**, an alliance of the start-up innovation arms of Aigües de Barcelona, CaixaBank, Naturgy, SEAT and Telefónica España (**these innovation arms, hereafter collectively referred to as THE START4BIG PARTNERS**), makes available to internet users.

**Aigües de Barcelona**

**CaixaBank**

**Naturgy**

**SEAT**

**Telefónica España**

For a direct and effective communication with START4BIG, the email address is [info@start4big.com](mailto:info@start4big.com)

The simple access, navigation and use of the START4BIG website, attributes the condition of user thereof and implies knowledge and full acceptance of each and every one of the provisions included in the current legal notice and published at any time in the START4BIG website. The user must carefully read this legal notice in each of the occasions in which he intends to use the START4BIG website, as this and its conditions of use contained in this legal notice may be modified during its term.

Some START4BIG website services accessible to internet users may be subject to specific conditions, regulations and instructions that, if applicable, substitute, complete and / or modify this legal notice and that they must be accepted by the user in an active, unambiguous way, which will serve as the enabling title for the use of their data in accordance with the purposes reported in the case before the corresponding service.

The user undertakes to make proper use of the website in accordance with the laws and regulations in force, good faith, public order, the uses of traffic and according to the content of this Legal Notice. The user will respond to THE START4BIG PARTNERS, or to third parties, for any damages that may be caused as a result of breach of this obligation.

## **2. Access and General conditions of use of the web**

2.1. The access and use of the Web page [www.start4big.com](http://www.start4big.com) and all subdomains and directories included under it (hereinafter collectively referred to as Web or Website) are subject to the terms set out in this Legal Notice.

2.2. The purpose of the Web is to provide information, dissemination and publicity with regard to the competition.

**The START4BIG competition has as its main objectives to select and promote the development of the most innovative and ambitious start-ups, which show a greater potential and relate to the business model and main objectives of THE START4BIG PARTNERS**

With this Web, THE START4BIG PARTNERS intend to provide a useful service, for which the suggestions of the users are welcome. But if you do not agree with any of the conditions contained in this notice, you must stop using this website. Access to it implies acceptance of them without reservations. The use of certain services offered on this site will be governed, in addition, by the particular conditions provided in each case, which will be understood accepted by the mere use of such services.

2.3. For the purposes of this legal notice means Web, the information displayed and / or transmitted (including, but not limited to, texts, comments, news, video, sounds, image clips, images, databases, multimedia products, photographs, artistic performances, productions, and in general, those other creations or contents expressed by any means and / or tangible or intangible support, currently known or to be invented in the future, object or not, of protection by order legal force in the matter of intellectual property, industrial or similar rights - collectively considered as the "Content") that, by its selection or disposition, constitutes an intellectual creation protected in accordance with article 12 of the Revised Text of the Law of Intellectual Property.

2.4. Any entry, use or browsing of this website or its contents will imply acceptance of these conditions of use. THE START4BIG PARTNERS may modify these terms of use at any time. THE START4BIG PARTNERS may modify this web page and its contents at any time without prior notice and will update it regularly.

2.5. The user accepts expressly and without exception that access to and use of this Website and the Contents of it is made under its sole and exclusive responsibility.

2.6. Access to this Website is free of charge and its visualization and use does not require prior subscription, registration or prior contracting.

2.7. The User undertakes to use the Website in a diligent and correct manner. The User agrees to use the Contents of the Website in accordance with the Law and this Legal Notice, as well as with the other conditions, regulations and instructions that may apply to them.

THE START4BIG PARTNERS reserve the right to modify, suspend, cancel or restrict the content of the Website, the links or the information obtained through it, without prior notice.

Likewise, the User undertakes not to use it: (i) to carry out activities that are contrary to the law, morality, accepted good practices or established public order and (ii) for illicit, prohibited or harmful purposes or effects of rights and interests of third parties, declining THE START4BIG PARTNERS any responsibility that of all the previous one could derive.

With a merely enunciative character, the User in accordance with current legislation must refrain from:

a) Reproducing, copying, distributing, making available, publicly communicating, transforming or modifying the Contents, except in cases authorized by law or expressly consented by

THE START4BIG PARTNERS or by the holder of the exploitation rights, as the case may be.

- b) Reproduce or copy for private use the Content that may be considered as articles, publications, logos, software, etc. in accordance with current legislation on intellectual property, as well as its public communication or making available to third parties when these acts necessarily imply reproduction by the User or a third party.
- c) Extract and / or reuse all or a substantial part of the Contents.

2.8. THE START4BIG PARTNERS will ensure that the contents of this Website are not pornographic, xenophobic, discriminatory, racist or that they do not encourage violence.

2.9. It is forbidden the alteration of this Website by the user in everything that may affect its content, such as links or similar.

2.10. The User acknowledges that THE START4BIG PARTNERS do not assign or transfer to the User any right on the Website or the Content, as well as on the Registered Trademarks that appear in it, including, any properties of third parties.

Specifically, THE START4BIG PARTNERS authorize Users to access and browse the Web and access the Contents that are incorporated in it.

2.11. Users will not be authorized to copy, distribute, transmit, communicate, modify, alter, transform, assign or, in any other way display activities that involve the commercial or illegal use of the Web or the Contents or elements that make it up, either partially or totally.

2.12. The information disseminated by this means is made for information, reserving THE START4BIG PARTNERS the right to eliminate or suspend its dissemination, in whole or in part, and to modify the structure and content of the portal without prior notice, may even limit or not allow access to this information. The objective is to maintain the quality and updating of this information and to avoid and minimize possible errors caused by technical failures.

However, THE START4BIG PARTNERS do not guarantee that this access can not be interrupted or affected by these failures. THE START4BIG PARTNERS reserve the right to make, at any time and without prior notice, modifications and updates the information contained in this website or in the configuration and presentation thereof.

### **3. Links**

#### **3.1. Links to third-party web content**

This Website may contain links to other portals or websites not managed by THE START4BIG PARTNERS. THE START4BIG PARTNERS state that they do not exercise any control over said portals or websites, nor are they responsible for the content thereof. The links that this web could contain will be offered, only, as informative references, whose purpose is to facilitate access to other contents that are considered of interest.

THE START4BIG PARTNERS do not assume any type of direct or indirect responsibility in relation to the legality, veracity, usefulness, quality or reliability of the contents that are not directly managed or controlled by them, although they may be accessible through the Web.

### **3.2. Links to the contents of the Website from third-party websites**

It is strictly forbidden to establish links to the Website from web pages that contain materials, information or illegal, degrading, obscene content, and in general, that contravene morality, public order or generally accepted social norms.

The reproduction on third-party pages of the Website's contents, its inclusion as part of its Website or within one of its frames or creating a browser, will require prior express authorization from THE START4BIG PARTNERS.

The inclusion in third-party pages of the brand, denomination, trade name, label, logo, slogan or any other type of identifying element of START4BIG will require prior express authorization from THE START4BIG PARTNERS.

## **4. Intellectual and Industrial Property**

4.1. THE START4BIG PARTNERS reserve the intellectual property rights of the Web in terms of those elements that make up the visual appearance, graphic image and other sensory stimuli of the web pages that make up the Web; the navigation architecture; the source codes of web pages; photographs, recordings, computer programs (hereinafter, the "Software"), database, technology, know-how, brands, distinctive signs and logos.

4.2. The own contents and the works reproduced in this web property of THE START4BIG PARTNERS are protected by the rules on intellectual property. Its total or partial reproduction is forbidden except in the cases and with the limits that are expressly authorized.

Thus, the use of all the contents of the web is subject to the following conditions:

(i) only the personal and non-commercial use of the content owned by THE START4BIG PARTNERS are authorized for informative or commercial purposes. The users must in all cases quote the author and the source of the materials used for the authorized personal and educational use, with express mention to the URL of this web page. The use of this page and its contents, as authorized here, is free;

(ii) Users are expressly authorized to view the information and elements it contains, and to download or reproduce it privately in their computer systems, except when expressly indicated otherwise.

(iii) Users accessing this Website are not authorized to assign, distribute or disseminate by any means, in whole or in part, elements owned by THE START4BIG PARTNERS contained on this Website, or to send them by email for purposes other than authorized in this legal notice, nor to modify or alter them in any way.

(iv) THE START4BIG PARTNERS will put the necessary material and legal means to prevent undesired inclusion in this Website of elements that could be introduced in it by third parties outside the control of THE START4BIG PARTNERS against this legal notice and its authorized uses;

(v) THE START4BIG PARTNERS may deny access to this Website to any user who enters in the same content unauthorized, illegal or likely to be, and reserves the right to further exercise in

that case the relevant legal actions, including withdrawal, a posteriori or its moderation and / or editing. THE START4BIG PARTNERS will cooperate in all cases with the authorities in identifying those who could introduce or attempt to introduce such content;

(vi) THE START4BIG PARTNERS respond solely and exclusively to the content of this Website that has its origin in the same START4BIG, and in no case of contents that may have been introduced by unauthorized third parties;

(vii) THE START4BIG PARTNERS reserve the exclusive exercise of the rights of exploitation of its intellectual property on this Website, in any of its forms, and especially the rights of reproduction, distribution, public communication and transformation, without prejudice to the rights that may correspond to the authors of the works reproduced on this Website.

4.3. Regarding the appointments of products and / or services of third parties, THE START4BIG PARTNERS recognize in favor of its owners the corresponding rights of industrial and intellectual property, not implying its mere mention or appearance on the Web the existence of rights or any responsibility on them, as well as no endorsement, sponsorship or recommendation, unless expressly so specified.

4.4. The User recognizes and accepts that, in the Web, the rights are protected by the applicable legislation in the matter of intellectual, industrial property, rights of exploitation of the commercial and advertising value of the image and other analogous rights.

4.5. The unauthorized use of the information contained in this website, as well as the infringement of the rights of Intellectual or Industrial Property of THE START4BIG PARTNERS, will give rise to the legally established responsibilities.

4.6. THE START4BIG PARTNERS are responsible for the exclusive exercise of the rights to exploit them in any way and, in particular, the rights of reproduction, distribution, public communication (in any of its forms) and transformation of those contents that are their property.

4.7 START4BIG trademark and START4BIG logo belong to the THE START4BIG PARTNERS, as well as distinctive signs or logos. The use of these brands requires the express authorization of the THE START4BIG PARTNERS, as well as a loan of use expressly agreed by the parties. Unauthorized use of these brands or other trademarks of THE START4BIG PARTNERS may be subject to judicial or extrajudicial claims.

## **5. Limitation of Liability**

5.1. Both the access to this Website and the use that may be made of the information contained therein is the exclusive responsibility of the person who carries it out. The user will be responsible for all actions performed in the navigation made in it, as well as the custody of their access codes.

### **5.2 Minors**

The contents and services offered by START4BIG are legal, and informative that can not be qualified as inappropriate for any reason for minors.

The use of the services available on this WEBSITE by minors requires that they have previously obtained authorization from their parents, guardians or legal representatives, who will be considered as legal responsible for any acts carried out by minors under their care.

The legal representatives of minors are fully responsible for access to Internet content and services by said minors. START4BIG informs them that there are computer programs that allow filtering and blocking access to certain content and services,

5.3. START4BIG has adopted policies of reasonable in relation to the security of the website, although it does not assume any responsibility for possible security errors that may occur or for possible damages that may be caused to the user's computer system (hardware and software), the files or documents stored in it, as a consequence of the presence of viruses in the user's computer used for connection to the contents of the Web, of a malfunctioning of the browser or the use of non-updated versions thereof. THE START4BIG PARTNERS do not guarantee the absence of errors in the access to this Web, in its content, nor that it is updated, although it will develop its best efforts to, in its case, avoid, correct or update them.

5.4. THE START4BIG PARTNERS are not liable for damages and / or losses of any nature that may be suffered by the user or a third party arising from:

- (i) the lack of availability, maintenance or effective functioning of the Web or its contents;
- (ii) the lack of usefulness, veracity, adequacy or validity of the Website or its contents to meet the needs or expectations of the user;
- (iii) that a third party, violating the established security measures, uses the Web, its contents for the remission of viruses, or agrees to perform an unauthorized processing of the stored data;
- (iv) nor, in general, of any use of the Website and / or content that may be made by the user or a third party, contrary to the conditions of access and use of the same established herein.

5.5. THE START4BIG PARTNERS do not assume any responsibility derived from the connection or the content of the links of third parties.

## **6. Confidentiality**

The information provided by the User will not be used for purposes other than those related to the START4BIG competition and will not be disclosed to third parties, unless prior express consent is given by all THE START4BIG PARTNERS and under a “need to know” basis.

## **7. Anti Spam Policy**

People who receive any of the electronic communications, information, bulletins or advertising of START4BIG receive them for the following reasons:

- For having requested information
- For having provided your information
- By offline registration when filling out forms, newsletters, applications, etc.

If you don't want to receive our communications and prevent anyone from registering you against your will, please send us an email to [info@start4big.com](mailto:info@start4big.com) indicating in the SUBJECT:

"LOW LIST" and we will include in the "non-contact list" that address from which this e-mail is sent.

**8. Report of irregularities**

For reporting irregularities regarding compliance with this Legal Notice or any applicable regulations, the following email address is available: [info@start4big.com](mailto:info@start4big.com)