

TERMS OF USE

1. Introduction

This document includes the terms of use ("**Terms of Use**") for the program <https://simulaempresa.com> and <https://auth.nectios.com/fundacio-inform> (the "**Program**") owned by **FUNDACIÓ PRIVADA INFORM-INSTITUTO PARA LA FORMACIÓN DE JÓVENES EN LA ADMINISTRACIÓN DE EMPRESAS** (hereinafter "**INFORM**") with registered office at Calle del Pi, number 24, 08810 Sant Pere de Ribes, Barcelona, with Tax ID No. G-61468583.

These Terms of Use are intended to regulate access, navigation, and use of the Program by those teaching users and/or students who have registered for the Program (jointly "**Users**").

By registering for the Program, the user accepts these Terms of Use and the [Privacy Policy](#). If they do not, the user must cease using the Program immediately.

2. Description of Services

Through the Program, INFORM provides users with the technological tools to develop teaching activities based on the practice enterprise methodology, which is implemented and provided by the educational centers to the users. On the one hand, the Program is aimed at students at INFORM's client educational centers, providing practical training on the life of a company. On the other hand, the Program is also intended for teaching staff at educational centers responsible for managing the activities provided to students within the Program itself.

Within the Program, student users will be able to access the necessary tools to practice enterprises real-life activity in the market, such as the configuration of supplier companies and virtual clientele, transportation services, employees, communication with other companies, among others. Likewise, the Program provides the opportunity for teaching staff to conduct assessment activities with students to evaluate their progress based on their actions within the Program, including the possibility of preparing reports on students' progress in the development of Program activities.

3. How to register for the Program?

Only users from educational centers that have contracted practice enterprise services with INFORM may register for the Program. In this case, INFORM will provide the educational center and users with the Program access codes and/or, where applicable, the procedure for obtaining the Program access codes. To register for the Program, users must be of legal age or, if minors, must have the corresponding authorization from their parent or legal guardian.

Once they have obtained the access codes, users may access the Program. Access to the Program by users who are not members of educational centers, are not INFORM clients, and/or who have obtained the access codes through mechanisms other than those established by INFORM is strictly prohibited.

It is the sole responsibility of the user to ensure the confidentiality of their access password and the security of their account. The user must notify INFORM of any suspicion of loss, theft, or compromise of the security of their account or access password. The user account is personal, unique, and non-transferable. In the event that multiple accounts with matching data are detected, INFORM may cancel, suspend, or disable them.

4. Obligations of the user

The **user** will be responsible for accessing, browsing, or using the Program in accordance with these legal texts, as well as with applicable legislation.

By way of example, but not limited to, the following actions are expressly prohibited:

- I. Using the Program for illicit and/or illegitimate purposes, or in an illegal manner.
- II. Adding content to the Program that is false or misleading, or that infringes upon the rights of other users or any third party, including, but not limited to, moral rights, copyrights, trademarks, or other intellectual and industrial property rights or related rights.
- III. Adding content to the Program that violates the privacy of a third party.
- IV. Using the Program in a way that harms the interests of INFORM.
- V. Using the Program to cause damage, inefficiencies, interruptions, overloads, or similar defects in the functionality of the Program; including the transmission of malware, viruses, or similar software to disseminate or publish offensive, racist, derogatory, or pornographic content that may cause discomfort to individuals.
- VI. Violating the security measures established by INFORM.
- VII. Using the Program for advertising or electoral purposes, such as sending spam or similar activities.
- VIII. Using the Program to incite hatred, discriminate, threaten, provoke, or add content to the Program that has a sexual, violent, vulgar, and/or offensive nature toward other users or third parties.

The user agrees not to use the Program in accordance with the above-mentioned cases, nor to breach any of the provisions of these Terms of Use. If the user fails to fulfill their obligations regarding the use of the Program, INFORM reserves the right to take any measures it deems appropriate under the law, including the expulsion or prohibition of access to the user.

5. Personal Data

INFORM will process the personal data of the user during their activity in the Program in accordance with INFORM's [Privacy Policy](#).

6. Disclaimer of Warranties and Liability

INFORM guarantees that the Program and the services provided through it will be of professional quality, with content appropriate to its stated purposes, and that INFORM will make it available to users in a diligent and professional manner and will verify the quality of the content. However, it does not guarantee that the content will be error-free or that it will remain up to date after a certain period following publication.

To the extent permitted by applicable law, INFORM shall not be held liable under any circumstances for damages of any kind that may arise, including but not limited to: lack of portal availability; any technical incidents or failures and any resulting data loss; or any situation considered to be a fortuitous event or force majeure, despite having taken all necessary technological measures to prevent it.

Under no circumstances will INFORM assume any liability for the Program or for any other content published by third parties or coming from any external website link. Nor does it guarantee the technical availability, quality, reliability, accuracy, scope, truthfulness, validity, or legality of any material or information contained in any part of the Program, the virtual community, links, or other places on the Internet.

INFORM reserves the right to update, modify, or delete the information contained in the Program, as well as its configuration or presentation, at any time, without assuming any liability for doing so.

7. Derechos de Propiedad Intelectual e Industrial

INFORM, either on its own behalf or as assignee, holds all intellectual and industrial property rights to the Program, as well as to the elements contained within it (including, but not limited to, trademarks, images, sound, audio, video, or texts; logos, colour combinations, structure and design, selection of materials used, computer programs necessary for its operation, access, and use, etc.). The user shall use the services of the web Program respecting this ownership, and the use of such services does not grant them any rights in relation to the content of the Program.

In accordance with national, European, and international intellectual property regulations, the reproduction, distribution, and public communication — including the method of making content available — of all or part of the Program's content, particularly that created by INFORM, for commercial purposes and by any means or on any medium, is expressly prohibited without the prior written authorization of INFORM. Therefore, the content hosted in the Program may under no circumstances be downloaded, reproduced, or used, in whole or in part, in any location other than the Program itself, unless explicitly enabled by INFORM. INFORM reserves the right to take any legal or extrajudicial actions it deems appropriate in response to any infringement of its rights.

The user expressly agrees not to carry out or allow any action involving recording, downloading, or "scraping" of the Program's content, and shall limit themselves to viewing such content exclusively on the Website itself.

8. Third-Party Links

INFORM is not responsible for content posted by third parties, nor for third-party websites that may be accessed through the Website; nor for the accuracy, truthfulness, or validity of any information not created by INFORM, and whose content belongs to third parties unrelated to INFORM.

However, in accordance with Article 17 of Law 34/2002, of July 11, on Information Society Services and E-Commerce, when INFORM becomes aware of the unlawful nature of such content or links, it will proceed to remove them and block any content that may be illegal or infringe upon the rights of third parties, pursuant to Articles 11 and 16 of said Law.

9. Jurisdiction and Out-of-Court Dispute Resolution

INFORM reserves the right to pursue any civil and/or criminal actions it deems appropriate in the event of improper use of its Website and/or the Program and its content, or for any breach of these terms and conditions.

Without prejudice to the parties' option to voluntarily submit to the Online Dispute Resolution system mentioned in the following section, the relationship between the user and INFORM shall be governed by the laws in force and applicable within Spanish territory. In the event of any dispute, the parties may choose to submit their conflicts to arbitration or proceed through the ordinary courts, in accordance with the rules on jurisdiction and competence in such matters, with submission to the consumer's place of residence.

10. Modifications

INFORM reserves the right to modify these Terms of Use at any time, and such changes will be duly communicated to the users. The use of the Program after the notification of the modified Terms of Use shall imply acceptance of those modifications.