

LEGAL NOTICE

1. WHO ARE WE?

FUNDACIÓ PRIVADA INFORM-INSTITUTO PARA LA FORMACIÓN DE JÓVENES EN LA ADMINISTRACIÓN DE EMPRESAS (hereinafter “**INFORM**”) is the owner of the websites <https://inform.es/en/> and <https://empresaula.com/inicio-2/>, the virtual area <https://auth.nectios.com/ca/fundacio-inform>, and the program <https://simulaempresa.com> (hereinafter collectively, the “**Platform**”). INFORM is a Spanish commercial entity with its registered office at Calle del Pi, number 24, 08810 Sant Pere de Ribes, Barcelona, with Tax ID No. G-61468583.

You can contact INFORM through:

- Email: comunicacio@inform.es
- Phone number: +34 938 964 700

2. PURPOSE

By accessing and using the Platform, you acquire the status of “User,” which implies full acceptance of all the provisions in this Legal Notice and the other “Legal Texts,” including this Legal Notice, the [Privacy Policy](#), the [Terms of Use](#), and the [Cookie Policy](#).

This Legal Notice governs access, navigation, and use of this Website, without prejudice to INFORM's right to modify its presentation, configuration, and content, as well as the conditions required for its access and/or use. Access and use of the Platform's content after such modifications come into effect implies acceptance of them.

This Legal Notice is part of INFORM and may be modified in whole or in part by publishing any changes in the same way as this Legal Notice or through any type of communication directed to Users.

3. USE OF THE PLATFORM

The User agrees to use the Platform appropriately, diligently, and legally, and in particular (i) not to use the Platform for illicit and/or illegitimate purposes, or in an illegal way; (ii) not to use the Platform to the detriment of INFORM's interests; (iii) not to use the Platform to cause damage, inefficiencies, interruptions, overloads, or similar defects in its functionality, including the transmission of malware, viruses, or analogous programs, or to spread or publish offensive, racist, defamatory, or pornographic content that may disturb others; (iv) not to violate INFORM's established security measures; (v) not to use the Platform for advertising purposes, such as sending spam or similar activities.

The User will be responsible for any misuse of the Platform, as well as for any loss or damage suffered by INFORM due to direct or indirect misuse. INFORM may take any legal or extrajudicial actions it deems appropriate.

4. PRIVACY

All data provided to INFORM through the Platform will be processed by INFORM as Data Controller, respecting the confidentiality, integrity, and availability of personal data in accordance with the [Privacy Policy](#).

5. COOKIES

The use of cookies on the Platform will be governed by the [Cookie Policy](#).

6. COMMERCIAL COMMUNICATIONS

As long as the User provides their express consent, or in case of an existing contract with the User, INFORM will send commercial communications to keep them updated on all news and relevant information about INFORM or its services.

INFORM will continue sending these commercial communications while the User maintains their consent or while the contractual relationship remains in force. However, if the User no longer wishes to receive commercial communications, they may withdraw their consent through the form provided in such communications or by sending an email to privacy@inform.es.

7. LINKS

The Platform may contain links to other websites to complement the services offered to the User. INFORM is not the owner of these websites, and therefore is not responsible for their contents or for any damages that the use of these websites may cause to the User.

If a User accesses these websites and their services, INFORM shall remain uninvolved in any kind of relationship that may be established between the User and the owners of these websites or any third parties related to them.

Likewise, the owner of any website wishing to insert a link to the Platform must first obtain authorization from INFORM.

INFORM shall not be responsible for the contents of those websites linked from the Platform and shall remain uninvolved in any relationships that may be established between their owners and the Users of the Platform.

8. INDUSTRIAL AND INTELLECTUAL PROPERTY

The intellectual and industrial property rights on the Platform, its graphic design, software code, trademarks, signs, text, images, and videos (hereinafter the “**Content**”) are the property of INFORM. The User shall use the Platform’s services respecting these rights, and such use does not confer any rights regarding the Platform’s Content.

Any use of the Content not expressly authorized by INFORM, whether direct or indirect, for profit or not, including downloading, storage, transmission, public dissemination, distribution, reproduction,

or transformation, in whole or in part, is strictly prohibited. INFORM may take any legal or extrajudicial actions it deems appropriate for any infringement of its rights.

9. LIABILITY

INFORM has made every effort to ensure that the information on the Platform is accurate and up to date. However, INFORM does not guarantee and is not responsible for the accuracy and updating of the Platform's content. INFORM shall not be liable for any errors or omissions and reserves the right to modify the content at any time without notice.

The commercial relationships between INFORM and Users are governed by other general conditions or specific agreements, so the Platform's contents do not prevail over these conditions or agreements, and Users may not condition INFORM's commercial policy.

INFORM shall not be liable for errors or malfunctions of the Platform, whether intrinsic or due to Internet limitations. The User assumes any risks associated with using the Internet, including possible virus transmission. INFORM does not guarantee uninterrupted service and is not liable for damages arising from service interruptions. INFORM shall not be liable in cases of force majeure such as fires, strikes, power outages, or other unforeseeable or unavoidable events, nor for the User's improper use of the Platform.

In any case, INFORM shall only be liable for foreseeable and direct damages resulting from gross negligence and breach of substantial contractual obligations.

The fact that the Platform describes or presents certain services does not imply a commitment by INFORM to ensure their availability to the User.

The exclusions of liability described in this section apply to INFORM as well as to its administrators, directors, employees, and representatives.

10. MODIFICATIONS

INFORM reserves the right to modify this Legal Notice at any time. Changes or updates to the Legal Notice, [Privacy Policy](#), [Terms of Use](#), and/or [Cookie Policy](#) will be explicitly notified to the User through a notice on the Platform.