

Legal configuration of the website



LEGAL CONFIGURATION OF THE WEBSITE

Teaming.net



7 November 2011

PRESENTATION OF THE REPORT

The following legal texts have been drafted for their inclusion in the website www.teaming.net (hereinafter, the “website”).

1. Drafting of the Teaming identification texts in accordance with Act 34/2002, of 11 July, on Information Society and Electronic Commerce Services (hereinafter, “LSSICE”).
2. Drafting of the general terms of use for teamer users and website visitor users.
3. Drafting of the terms of use for Teaming Manager users of the website.
4. Drafting of the Intellectual and Industrial Property Rights.
5. Drafting of the data protection policy of the website.

Index of Legal Conditions

You can read or print these legal conditions. Please read them carefully.

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1. LEGAL INFORMATION

FUNDACIÓN TEAMING

Owner of the website: www.teaming.net

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VAT Nº: G-65701617

Registered in the Companies Register of Barcelona, Volume. 33993, Page.90 S. 8, Sheet.
238175. Registration date 09/11/2001

2. GENERAL TERMS OF USE FOR TEAMER USERS AND WEBSITE VISITOR USERS

2.1. Introduction

FUNDACIÓN TEAMING (hereinafter “TEAMING”) provides Internet users with the website www.teaming.net of which it is owner and proprietor (hereinafter “Website”).

Access and use of the website www.teaming.net is completely voluntary and gives whoever does so the status of USER. All USERS accept, from the time at which they access the website, with no reservations, the contents of these "General Terms of Use", the “Privacy Policy” “FAQs” and, where appropriate, any "Particular Conditions" that may supplement, replace or amend them in any way in relation to the services and contents of the WEBSITE. Therefore, the USER must read the former and latter before accessing or using any website, under his sole responsibility.

TEAMING reserves the right to change the design, presentation, contents and/or configuration of this Website without prior notice.

The User may access, print, download and save the Legal Terms at any time. These Legal Terms will also be permanently accessible on the Website through the Legal Terms link.

In all cases, TEAMING reserves the right, at any time and without prior notice, to deny access to this website to any USERS who violate any of these general terms or particular terms that are applicable to them, and to review the contents and block them if deemed necessary.

TEAMING has enabled a complaints system so that any user or visitor who deems appropriate may submit his complaint or comment. To do so, please complete and send an email form preselecting complaint as “type of question”.

2.2. Purpose

These Legal Terms regulate access and use of the [teaming.net](http://www.teaming.net). website services.

The purpose of this website is to be an open platform for micro-donations by users who join a Group contributing one Euro a month in order to support the social cause of the Group.

In this respect, TEAMING aims to create a community of sympathetic users interested in making a donation of 1 Euro/month to the project associated with the Group in which they participate or to the Group with no associated project in order to accumulate a sum of Money and use it jointly among all members of the Group for a project.

TEAMING provides USERS with the following services:

- General information about the Groups created on www.teaming.net (what the Group consists of, what project or projects donations will be used for, donations received to date, number of Group members...)

- Access to the news published by TEAMING on Teaming success stories and related subjects.
- Making a monthly donation of 1 Euros (Teamer users and Teaming Manager users)
- Join one of the Groups created on www.teaming.net (registered users only)
- Creation of a Group and registration as Teaming Manager (registered users only)
- Leading a Group (Teaming Manager users only)
- Creating and publishing a public form on the website (registered users only)
- Internal messaging service for Group members to communicate with each other privately (registered users only)
- Possibility of publishing contents about the Group (Teaming Manager users only)
- Taking part in the forum of the Group of which you are a member (Teamer users and Teaming Manager users)
- Sending invitations to the Group (Teamer users and Teaming Manager users)
- Viewing the payment history of a Group (Teaming Manager users only)
- Publishing a project (Teaming Manager users only)
- Making a donation to the beneficiary of the project (Teaming Manager users only)
- Viewing the payment history of Teamers (Teaming Manager users only)

Use of the Website implies full acceptance by the user of the provisions of the Legal Terms in the version published by TEAMING at the time the User accesses the Website.

TEAMING also informs Users of this Website that these Legal Terms may be changed without notice. Therefore, TEAMING recommends you to read these Conditions every time you use the Website.

Certain services offered to USERS through the Website may be subject to their own particular terms which, depending on each case, replace, complete and/or modify these General Terms of Use. Therefore, before using these services, the User should also carefully read and accept the relevant particular Terms.

TEAMING reserves the right to deny access to any user whenever it deems appropriate and to unsubscribe a Group in the event of it violating any third party right, or if the Group is not being properly managed.

TEAMING will only provide the services indicated when the contents do not violate any legal provisions or these Legal Terms.

TEAMING may delete any illegal or suspected illegal contents from the Website without notice.

The User recognizes that it is not technically possible to achieve 100% availability of the Website. However, TEAMING shall endeavour to keep the Website available as constantly as possible. Particularly for reasons of maintenance, security or capacity, and due to events over which TEAMING has no influence (for example, anomalies in public communication networks, power cuts, etc.), brief anomalies or the temporary suspension of TEAMING services may occur.

2.3. User Obligations

The user agrees to make diligent use of the Website and the services accessible through it, with full compliance to the Law, good customs and these Legal Terms and, where appropriate, particular conditions, and to show due respect to other users.

Generally speaking, the provision of the services does not require the prior registration of USERS. However, TEAMING conditions the use of some services to the prior completion of the relevant User registration, where the following basic data are requested: name and surname, email and password. Optional data such as date of birth, town and province will also be requested.

The use of the password is personal and not transferable, assignment, even temporary, to third parties being forbidden. In this respect, the User shall take the necessary measures for the safeguarding of the password he selects, preventing its use by third parties. Therefore, the User is solely responsible for the use made of his password, TEAMING being exempt from all liability. If the User knows or suspects that his password is being used by third parties, he shall inform TEAMING of the situation as soon as possible.

The aforementioned registration shall be performed as expressly indicated in the service itself.

Users may only perform actions on the website www.teaming.net when they register as Teamer users, joining a Group by a single click and making a monthly donation of 1 Euro. For this purpose, they must complete and send the Teamer user registration form, in which the following data are requested: ID nº and bank details.

To register as a Teamer user, the user must accept the General Terms of Use and authorize TEAMING to deduct 1 Euro a month from his bank account.

Any information provided by the User through the services must be accurate. To this end, the User guarantees the authenticity of all the data he communicates in the completion of the forms required for subscription to the Services.

Similarly, it shall be the User's responsibility to keep all information provided to TEAMING constantly updated so that it responds at all times to the actual situation of the User. In all cases, the User shall be solely responsible for any false or inaccurate statements he makes and for any damages caused to TEAMING or to third parties by the information he provides.

The User agrees to respect the applicable laws and third party rights when using the Website contents and services. In addition, the reproduction, distribution, transmission, adaptation or modification, by any media and in any form, of the Website contents (texts, designs, graphics, information, databases, audio and/or image files, logos, etc.) and other elements of this Website is prohibited without the prior authorization of its legitimate owners or when it is permitted by law.

By way of illustration, it is forbidden to: use offensive or defamatory contents, regardless of whether these contents affect other users or other persons or companies, use pornographic contents or contents that violate child protection laws, or advertise, offer or distribute pornographic products or products that violate child protection laws, cause nuisance to other users (particularly through spam), use legally protected contents (e.g. by legislation related to intellectual property, brands, patents, utility models or aesthetic models) without the right to do so, or advertise, offer or distribute legally protected goods or services, perform or promote

actions contrary to free competition, including those aimed at progressive customer acquisition (such as chain, snowball or pyramid systems).

TEAMING, by way of example, prohibits the following actions:

- Using mechanisms, software or scripts in connection with the use of the Website.
- Blocking, overwriting, modifying or copying, unless this is necessary for the proper use of the Website services. For example, copying using “Robot/Crawler” type search engine technologies is not necessary for the proper use of the Website services and is therefore expressly prohibited.
- Broadcast, reproduce or publically communicate contents of the TEAMING Website, users or third parties, without the prior authorization of the holder of the rights.
- Any action liable to impair the functionality of the TEAMING infrastructure, particularly to overload it.
- Using any of the material and information contained on this Website for purposes that are illegal and expressly prohibited in these Legal Terms and in any particular conditions which, if any, are applicable, that are contrary to the rights and interests of TEAMING, its members and/or third parties, the User being liable thereto in the event of contravening or breaching such obligations, and/or that, in any way (including the introduction or dissemination of viruses), damage, disable, overburden, impair or prevent the normal use of the material and information contained in the Website, information systems or documents, files and any type of contents stored in any computer (hacking) belonging to TEAMING, its members or any user.

Any User that intentionally or culpably breaches any of the foregoing obligations shall be liable for any damages caused.

2.4. Teamer user status

2.4.1. Registration

To obtain Teamer status, the User must register and take part in a Group making a donation of 1 Euro a month.

A user can join a Group from the Group tab itself by clicking on “join this group”.

This will require basic personal data for first registration (name and surname, email and password) and date of birth, town and province, ID N° and bank account number to complete the registration as Teamer user.

To register as Teamer, the user must have a Spanish bank account.

Data entered in the form will be public to other Teamer users and visitor users, except the date of birth, which will only be visible to the Teaming Manager of the Group. The Teamer may view at any time the information related to the monthly donations of 1 Euro and donation history. Information related to bank details can only be seen by the Bank.

The Teamer will have a personal profile where he can access his data: the Groups in which he participates, total revenue of the Group, history of contributions, information on the Group and associated project, among other features.

When joining a Group created in Teaming, TEAMING recommends the user to:

- Join related Groups with which it has a connection.
- Join Groups created by official agencies.

2.4.2. Actions

Through his personal file the Teamer can perform the following actions:

- Participate in as many groups as you want.
- Make a monthly donation of 1 Euro per Group.
- Create a Group and become Teaming Manager.
- Agree to be promoted to Teaming Manager in any of the Groups in which you participate.
- Have your own public profile in the Groups you participate in and edit it.
- Have an internal messaging service.
- Participate in the Forum of the Group you participate in.
- Check the record of transfers/donations of the Group in which you participate.
- Send invitations to the Group to third parties.
- Receive notification of transfers/donations made by the Group.
- Modify your personal data.
- Unsubscribe from the Group and/or website.

2.4.3. Donations

When the Teamer registers as Teamer user and provides his bank details he is authorizing TEAMING to deduct 1 Euro per month and group from the bank account provided.

Thus, debits will be automatic and the Teamer will receive the clearance within the first 5 days of the month.

The amount the Teamer may donate per group is 1 Euro a month, no more or less.

If you decide to join more than one Group, 1 Euro will be deducted per group and month and you will be sent a single joint receipt.

TEAMING informs the Teamer user that in no event will the amount donated to a Group be refunded in the event of dropping out of the Group.

However, the TEAMING system will stop deducting the Euro per month and group from the time at which the Teamer leaves the Group, unsubscribes from the Group or has had a payment error that it has not been possible to solve.

Donations made by Teamer users to the Group, until such time as it makes the payment to the associated project, will be kept in an account owned by TEAMING in Banca Cívica.

A Group may have an associated project (to which the accumulated donations of the Group members will be allocated when the Teaming Manager so decides) or may be a Group with no associated project (when the project is chosen, donations may be allocated to project concerned).

Donations collected by the Groups will be allocated entirely to the associated Project or the Project pending association when published.

The purpose of the donations collected is for them to be transferred to a social project.

When the amount collected is transferred to the beneficiary the Teamer users of the Group will receive notification of the transfer along with details of the recipient thereof. Also, at any time, Teamer users can check the record of payments/transfers of the Group from the Group tab.

TEAMING informs that it uses online security protocols to prevent any type of fraudulent practice by Teamer users and Teaming Managers that donate 1 Euro per group and month. The Teaming user and Teaming Manager also expressly agree that their bank details, provided to TEAMING, should be accessible to Banca Cívica or any other bank involved in the process of transfer and direct debit management.

By joining the Group and making his donations thereto, the Teamer user expressly waives the right to receive the donation certificate. TEAMING is not required in any event to provide the Teamer with this donation certificate.

2.4.4. Data verification

TEAMING will check, according to its means and the current level of technology, the data entered in the form: ID N^o/Foreigners Identification Number/VAT N^o and verify the existence of the bank account indicated by the Teamer.

In the event of error in the payment of 1Euro/month, TEAMING will receive a payment error notice. Errors may be caused by:

- False account n^o (intentional or otherwise)
- Return of the charge

2.4.5. Unsubscription of Teamer from a Group

If he so desires, the Teamer user may unsubscribe from the Group he participates in via the unsubscribe link accessible from the Group tab. To do so, click on the relevant button and confirm unsubscription. In no case will he be refunded the amount he has donated to the Group.

If a Teamer user decides that the project associated with the Group in which he participates no longer interests him and wishes to change to a Group with a different project, he must unsubscribe from the Group he participates in and reregister in the group he wishes to

participate in. In this case, the donations he has made to the Group from which he unsubscribes will not be cumulative and will not be transferred to the new Group he participates in.

TEAMING may unsubscribe a Teamer user from a Group without his requesting it in the event of payment error by the Teamer. In this case, the procedure is as follows:

- The Bank will automatically unsubscribe the Teamer user. There will be no second attempt at payment.

- Teamer user status will become “payment error”. TEAMING will inform him by email, from its private menu and from its list of Groups, of the possibility to review his data and rejoin the Group within 30 days of his unsubscription.

- If after the 30 days have elapsed the Teamer has not reviewed his data and rejoined the Group, TEAMING will unsubscribe him from the Group.

- If there are 3 consecutive payment errors, TEAMING will unsubscribe the Teamer from the Group.

TEAMING will unsubscribe a Teamer user from the Group or Groups in which he participates at the time at which the Teamer unsubscribes as user of the website.

In the event of death of a Teamer, the person having knowledge thereof may contact TEAMING to unsubscribe him from the website providing the following information:

- Full name of informer
- Contact information: email
- Relationship with the deceased
- Name of the user with an account in Teaming
- A link to the public obituary or news article.

You can contact TEAMING via email [info@teaming.net], mail, phone or fax:

Fundación Teaming
Edificio Testa Sant Cugat
Avda. Alcalde Barnils, 64-68. Módulo D – 4ª Planta.
Parque Empresarial Sant Joan
08174 Sant Cugat del Vallés (Barcelona)

Phone: 93 504 56 00 / Fax: 93 504 56 01

2.5. Contents provided by teamer users and teaming manager users

By providing contents in the website www.teaming.net, the user declares himself to be the legitimate owner of the intellectual and industrial property rights or to be authorized for the distribution and public communication of the contents.

The user who provides contents and photographs relating to third parties on the website www.teaming.net declares that he has previously informed them and that they have authorized him to publish them on the website www.teaming.net.

However, the user authorizes and therefore expressly assigns to TEAMING, the content provided for its reproduction, distribution and public communication on the website and for its use in other media of the sector, for an unlimited period.

In all cases, the User maintains the intellectual property rights over the contents provided.

TEAMING fully complies with the regulations on the Protection of Intellectual and Industrial Property rights, respecting the image and honour rights of the people featured in the photographs; and with its Privacy Policy.

TEAMING does not allow the distribution, management or communication of contents that impair the quality of the service. It is prohibited to provide content which:

- Is allegedly illegal according to national, community or international law and which performs allegedly illegal activities or violates the principles of good faith.
- Does not meet the quality standards established in TEAMING.
- Violates the fundamental rights of individuals, may seek the weakness of the user, violate the rules of courtesy on the network, are a nuisance and may generate negative opinions in our users or third parties. Specifically, and by way of example: which violate the legal rights of third parties; contents that promote or encourage the creation, maintenance and promotion of businesses related to pornography, obscene material or management of erotic contacts; contents related to clairvoyance, tarot, the "occult" or any other related content; and in general any contents that TEAMING deems inappropriate for users and, particularly, minors.
- And in general which violate the principles of legality, honour, responsibility, protection of human dignity, protection of minors, protection of public order, protection of privacy, consumer protection and protection of intellectual and industrial property rights.

Rules for Participation in tools and areas of User participation

In no case shall the publication of contents that overtly encourage hatred, contempt or discrimination for reasons of birth, race, sex, religion, nationality, opinion or any other personal or social circumstance be permitted. Neither shall any attempt, whatever its purpose, to impersonate third parties or the publication of private contact details be tolerated under any circumstances.

Neither shall messages containing 'spam' or those with links to websites that have nothing to do with the conversation be approved.

We are looking for polite messages for the exchange of opinions, so no personal attacks or messages unrelated to the conversation shall be permitted.

The User is responsible for all statements made on the Internet the same as anywhere else.

TEAMING reserves the right to delete, for any reason and without notice, any information or contents generated in the participation areas and provides Users with a tool to report any inappropriate messages or contents, accessible via a button enabled for the purpose.

TEAMING expressly disclaims any liability arising from the contents hosted by Users, subject to which it shall take appropriate measures to detect and handle complaints about possible illegal activities by Users, expressly reserving the right to interrupt, at any time and without notice, temporarily or permanently, the participation service offered to any user whose contents may be considered illegal, prohibited or just inappropriate.

In this respect, TEAMING reserves the right to withdraw from the Website, without notice, any contents deemed inappropriate to the characteristics and purposes of TEAMING.

TEAMING cannot control each and every one of the contents published, so it cannot take responsibility for the contents.

Nevertheless, the contents entered and published are reviewed periodically to ensure TEAMING's principles of quality and the rules indicated herein.

If you notice any inappropriate contents on the website, please contact us through our User Serviv department: info@teaming.com and/or by phone at 93 504 56 00.

The users of this service are solely responsible for obtaining any type of authorization, permit or licence, should they be necessary for the production and publication of any contents.

Any User that enters contents that contravenes current law shall take sole responsibility for any damages and consequences thereof, exempting TEAMING from any liability.

Contents may only be entered in the Group tab by the Teaming Manager thereof.

The publication of contents and/or opinions is not permitted in any Group tab or forum in which you are not participating.

Only Teamer users and Teaming Managers may participate in the forum of their Group.

Contents published in the forum may only be deleted by the Teaming Manager of the Group or by their respective creators.

All contents relating to the Group that are published either on the Group tab or in the forum will be public, both for teamer users and for visitor users.

Both the personal tab of the Teamer and the personal tab of the Team Manager will only be accessible to the owners thereof.

2.6. Exclusion from guarantees and liability

Except in those cases expressly described in the Legal Terms and the rest of the regulatory framework of the Website, TEAMING is not liable for any damages of any kind that may be due to the lack of accuracy, completeness or timeliness, or to any errors or omissions in this Website or other websites accessible via the latter, and has no obligation or commitment to verify or monitor their contents or information.

Also, TEAMING does not guarantee the availability, continuity or infallibility of the operation of the Website, and therefore disclaims, to the maximum extent permitted by current law, any liability for damages of any kind that may be due to the lack of availability or continuity of the operation of the Website and of the services enabled therein, or to errors in access to the various websites or those from which, if any, such services are provided.

TEAMING is not responsible for the contents, data and/or information provided by users of the Website, or for the contents of external websites to which there are links. Specifically, TEAMING does not guarantee that these contents are true, fulfil a specific purpose or may be used for that purpose.

TEAMING is not responsible for the opinions expressed by users through forums, communities or other participation or opinion tools.

Also, TEAMING is exempt from any claim or penalty for damages to Teamers and/or third parties arising from payment by the Teaming Manager of the Group donations, this being the responsibility of the Teaming Manager. Therefore, TEAMING is not responsible for the way in which the donations received are managed or for the purpose for which they are used.

Neither is it responsible for any issue relating to the Group created by the Teaming Manager.

2.7. Data protection

TEAMING is aware that for users it is extremely important to act responsibly in the management of the personal data provided by users. Therefore, TEAMING complies with all the applicable data protection laws and establishes security mechanisms and procedures for the management of user data.

In the event of a third party and/or user considering there to have been a usurpation of their identity, they must inform TEAMING, providing the following information to the email info@teaming.net:

- If it is a natural person:
 - The username of the person that is usurping the identity (or the URL of his profile in Teaming).
 - Your name and surname.
 - Your username in Teaming (if you have one)
 - Your address.
 - Your contact phone nº and email.
- If it is a corporation, NGO, etc.:
 - Your name.

- Name of the company, NGO, etc.:
- Phone and fax:
- Email:
- URL of the Group tab of your company in Teaming.
- Domain address of the company.

2.8. Links to third party websites

TEAMING includes in its contents links to websites belonging to and/or managed by third parties in order to provide access to information available on the Internet.

TEAMING assumes no liability for the existence of links between the contents of this website and contents external to the same or for any other mention of contents external to this website. Such links or mentions are for information purposes only and, in no case, imply support, approval, marketing or relationship of any kind between TEAMING and the persons or entities that operate and/or manage such contents or owners of the websites on which they appear.

2.9. Applicable Law and Jurisdiction

These Legal Terms and other website conditions are governed by Spanish law.

For any questions or actions arising from the provision of the services and contents of TEAMING, and on the interpretation, application, fulfilment or breach of the provisions hereof, TEAMING and the USER, expressly waiving any other jurisdiction that may correspond, submit to the jurisdiction of the Courts of Barcelona.

3. TERMS OF USE FOR TEAMING MANAGER USER

3.1. Creation of a Group

The Teaming Manager is the Teamer user that leads a Group as a result of the creation of a Group or through promotion by another Teaming Manager.

When a Teaming Manager creates a Group, he is the first person who must commit himself by donating 1 Euro a month to a specific project or to a project pending specification.

The number of Teaming Manager users per Group is 1 (the Teaming Manager himself). There is no limit to the number of Teamers per Group.

A Group may have as many Teaming Managers as you like.

The same Teamer can be Teaming Manager of one or more Groups simultaneously.

3.2. Registration as Teaming Manager

In order to create a Group you must first register as a User and then as a Teaming Manager using the Group Registration form.

In the User registration form you will be requested to provide the following mandatory data:

- Name and surname
- Email
- Password

The following data are optional: Date of birth, town and province.

-In the Group registration form you will be requested to provide the following mandatory data:

- Data relating to the Teaming Manager user:
 - ID Nº of the Teaming Manager
 - Bank account number of the Teaming Manager (CCC). This will only be requested if you have not previously registered as a Teamer user.

- Data relating to the Group:
 - Name of the Group
 - Description of the Group
 - Details of the owner of the account that is beneficiary of the project (if defined).
 - Details of the bank account number (CCC) of the project to which the donation is allocated (if defined).

Optionally, the Teaming Manager may: add a photo, indicate what type of Group it is, indicate whether it is a Group that accepts proposals or not

At the time of creation of the Group, the Teaming Manager may publish a project associated with the Group, to which the revenue will be allocated, or leave it to be defined, in which case, transfer of the donation may not be ordered until the Group project is defined and published, without prejudice to the fact that other Teamers may join the group.

The project may be chosen by all the Teamers or just by the Teaming Manager.

When publishing the project in the Group, the Teaming Manager must provide the following mandatory data: Name of project, description and beneficiary. He may also provide data relating to the project website, photographs, videos and documents.

When the project is published in the Group, the other Teamers will be informed by email.

As a prerequisite to registering as Teaming Manager, the user must expressly accept the Teaming Manager Terms of Use and authorize TEAMING to deduct 1 Euro a month from his bank account.

3.3. Actions

The Teamer user with the status of Teaming Manager may perform the following actions:

- All the actions he has with the status of Teamer.
- Management and control of the Group tab.
- Edit Group data.
- Create a theme in the forum of his Group(s).
- Invite other Teamers to be Teaming Managers.
- Decide which project to allocate donations to and publish it, providing the data of the owner of the project beneficiary bank account: name, surname, identity document, bank account number; or allowing it to be chosen among all the Teamers of the Group.
- Close and change the project.
- Make the transfer to the beneficiary: manual or periodic.
- Send invitations to third parties to join the Group.
- Access the information of Group members (teamer data, payment record, n° of groups they participate in, revenue, donations made, payment errors, etc.).
- Decide on the name of the Group.

3.4. Obligations and responsibilities

The User with the status of Teaming Manager has the following obligations and responsibilities:

- Be the first to donate 1 Euro a month to the Group.
- Provide and publish updated information about the project the Group collaborates with.
- Edit Group data.
- Maintain communication with the Teamers in his Group.
- Make all the important communications within the group through the forum or by internal messaging.
- Commitment to be transparent in all his actions.
- He is responsible for making all payments to the beneficiary, i.e. making the donation.

- In the event that the Teaming Manager decides to change the associated project he shall notify the other teamer members of the Group, who have a period of 48 hours to object.
- Respond to all concerns of the Group Teamers when they have doubts or queries.
- Commitment to being an active person within the Group and not leave it unattended.
- Not to leave and unsubscribe from a Group if he is the only Teaming Manager, in which case, he shall designate a substitute for the position from among the Teamers of the Group.
- To unsubscribe a Group created, the Teaming Manager may not do so unless he has first donated the amount collected to the project and the available balance is zero.
- Accept at all times TEAMING's policy and terms of use.
- The Teaming Manager is responsible for any matter relating to the Group created and to the donations made to the beneficiary project.

When there is more than one Teaming Manager in a Group, each Teaming Manager has the same obligations and responsibilities.

3.5. Teaming Manager Payment Error

Depending on when payment is made by the Teaming Manager, the following errors may occur:

A) Error in the first direct debit payment after creating a Group:

If there is an error at the time of creating the Group, TEAMING will block the Teaming Manager's payment options: send donation and edit type of transfer, and report the error.

After the third consecutive payment error, the Teaming Manager will be unsubscribed and informed of the situation.

B) Single payment error when Teaming Manager has a good payment record:

If there is a single payment error by a Teaming Manager with a record with no payment errors, the same procedure will be followed as with a Teamer user with payment error (see point 2.4.5.)

In the event of a second consecutive payment error, TEAMING will block the payment options.

After the third consecutive payment error, the Teaming Manager will be unsubscribed and informed of the situation by email.

3.6. Inactivity of the Teaming Manager

Inactivity of the Teaming Manager occurs when 1 month elapses without the Teaming Manager performing any activity in the Group or in Teaming or when there is a complaint by a Teamer in the Group.

In this case, TEAMING will send an email to the Teaming Manager informing him of the situation.

If the inactivity or complaint continues after 2 months, TEAMING will send an email to the Teaming Manager informing him that if the situation continues for the next 3 months, he will be unsubscribed.

3.7. Unsubscription of the Teaming Manager

The Teaming Manager may only unsubscribe if he has designated a new Teaming Manager (from among the Teamers of the Group), and to do so he must inform the rest of the Group of his intention to leave.

A Teaming Manager may be unsubscribed from a Group for the following reasons:

-Dismissal as Teaming Manager: In the event of a Group having more than 1 Teaming Manager, they can all dismiss another:

- It is a unilateral action.
- An email is sent to the ex Teaming Manager informing him of the decision of dismissal.
- The ex Teaming Manager concerned can communicate with the website to object.

-Final unsubscription from the website: Should it be the Teaming Manager himself that wishes to leave the Group, he can unsubscribe through his private user menu.

- If there is only one Teaming Manager in the Group, he can access the list of Teamers and select one to promote as Teaming Manager. Until he has promoted someone or found a substitute he cannot unsubscribe from the Group.
- If there is more than one Teaming Manager in the Group, he can unsubscribe from the Group and/or website through his private menu.

- Teaming Manager payment error: In cases in which there are 3 consecutive payment errors by the Teaming Manager, TEAMING will automatically unsubscribe him.

-Inactive Teaming Manager: In the event that a Teaming Manager passes 3 months after creating a Group without connecting to the website or performing any action, TEAMING will automatically unsubscribe him.

3.8. Unsubscription of a Group

The Teaming Manager has a contact form to unsubscribe the Group, but it will not take place automatically.

If a Teaming Manager requests TEAMING to unsubscribe a Group, TEAMING will check whether or not the Group's account has a balance available. A Group may only be unsubscribed when it has no outstanding balance available for donation to a project.

A) If the Group has outstanding balance available for donation to the project, the procedure will be as follows:

- The Teaming Manager will be required to promote another Teaming Manager (only if there is 1 Teaming Manager in the Group)
- If he fails to promote another Teaming Manager, he must make the donation to a social project.
 - If there is an associated project: the entire accumulated amount shall be allocated to that project.
 - If there is no associated project: a project must be associated and the entire amount allocated thereto.

B) If the Group has no outstanding balance available for donation to the project, the procedure will be as follows:

- If it is a Group with no record or Teamers, the Group will be automatically unsubscribed at the request of the Teaming Manager.
- If it is a Group with a certain record and number of Teamers, other Teamers of the Group will be invited to be promoted as Teaming Manager.
- Only in the event that there is no balance available and it is not possible to promote a Teaming Manager will TEAMING proceed to unsubscribe the Group.

3.9. Group without Teaming Manager

It may occur that a Group that originally has one or more Teaming Managers is left without a Teaming Manager due to the following circumstances:

- Expulsion of the Teaming Manager by TEAMING (cases of fraud, payment errors, money laundering, terrorism...)

- Inactivity of the Teaming Manager in the Group (when the Teaming Manager performs no action in the Group for 1 month or there is a complaint by a Teamer in the Group).

If a Group is left without a Teaming Manager for any of the circumstances indicated the Teamers of the Group will be sent an email informing them of the invitation to participate as Teaming Manager.

The Teamer user of a Group without Teaming Manager may apply to be Teaming Manager from the time at which the Group is left without a Teaming Manager for a period of 1-2 weeks.

After this period the following may occur:

- A) No Teamers present themselves
- B) Few Teamers present themselves
- C) More than 3 Teamers present themselves

In either of the above circumstances B) and C), TEAMING will proceed to select the Teaming Manager of the Group, taking the following into account: time in the Group, activity in the Group and activity in Teaming.

In the case of situation A), a new period of 2 weeks will be opened for any Teamer of the Group to apply to be Teaming Manager.

If there is still no Teamer willing to participate as Teaming Manager, the following will occur:

- Teamer debit will be frozen.
- The donation will go to Fundación Teaming.
- When the balance is zero, the Group will be unsubscribed.

3.10. Blockage of the Group

If a Group receives complaints from other users or third parties, the TEAMING team will carefully review the Group and if it considers the contents to be contrary to the Teaming philosophy and the Legal Terms, TEAMING will block the Group until the problem is solved, and if it is not possible to solve it due to the circumstances and magnitude, TEAMING will unsubscribe the Group in accordance with point 3.8 of these conditions.

3.11. Change of Group by the Teaming Manager

A Teaming Manager may only become Teamer of the same group provided he delegates his position to another person.

The Teaming Manager may only unsubscribe as Teaming Manager and subscribe in another Group as Teamer or Teaming Manager provided he has delegated his position to another person.

If he has been unsubscribed by Teaming for his poor management, he may not become Teaming Manager of another Group. If he is Teaming Manager in more than one Group, poor management in one of the Groups will imply unsubscription as Teaming Manager in the remaining Groups in which he is Teaming Manager.

3.12. Closure/change of Project

A project associated with a Group can be closed without affecting the continuance of the Group, as the latter can continue to function without an associated project.

-Closure/change of project making a donation: If a Teaming Manager decides to close the associated project and leave the Group without an associated project or change the project when a donation has been made, the record of projects with which the Group has collaborated will be saved and be visible on the Group tab. A communication will be sent to the rest of the Teamers of the Group.

- Closure/change of project without making a donation: A Group project may also be changed or closed by the Teaming Manager without any donation having been made, in which case, the Teamers will be informed by email and asked for their approval.

When the project is closed without the Group having made any donation to it, the system will inform the Teaming Manager that he is closing a project without having made any donation and invite him to do so at that time. If he still wishes to close the project, TEAMING will delete the project and it will not be recoverable. All data relating to the project will be deleted from the Group.

3.13. Donation to the project

When the Teaming Manager decides to make the donation to the social project he has chosen he must go to the “Donations” section available on the private menu of the Teaming Manager and click the button “Make donation to project”.

When the donation is made to the project, the amount to be donated by the Group and the name of the beneficiary will be shown. In order to make the donation it is necessary for the beneficiary (whether it is a company, NGO, individual, etc.) to have an identification number (VAT N^o, ID N^o, Foreigners Identification Number or Passport number) and a bank account number which must be entered by the Teaming Manager to make the transfer.

The transfer of the donation by the Teaming Manager is controlled by the other members of the Group (Teamers and any other Teaming Managers there may be in the Group).

When the Teaming Manager makes the transfer of the accumulated donations of the Group to the project, an automatic notice is generated to the rest of the Group (Teamers and Teaming Managers) indicating that they have a period of 48 hours to denounce the action, cancel the transfer made or modify the action. The last two actions may only be performed by the Teaming Managers, not the other Teamers.

In the event that any member of the Group performs any of the actions indicated, the other members will be notified and a further 48 hour period will be generated to oppose payment.

If within 48 hours of the Teaming Manager making the transfer of the donation there have been no complaints from the other Teamers and/or Teaming Managers of the Group, the transfer will be finalized.

When the transfer has been made to the project beneficiary account, the Group is still active.

The Teaming Manager may decide that the transfer to the project beneficiary account should be periodic (monthly, quarterly, semi-annual or annual) or manual.

- Manual: the Teaming Manager decides on the exact time at which to make the donation to the beneficiary.
- Periodic: the system will automatically make the donation to the beneficiary of the project according to the specified periodicity. If this transfer option is selected, if the Teaming Manager decides to change the current social project for another project, he must reconfigure the periodicity.

Having made the donation/transfer to the beneficiary, the Teaming Manager must wait 48 hours to make a new donation.

3.14. Access to personal data

The Teaming Manager will have access to the personal data of the Group members (Teamers) such as: name and surname, ID N^o, record of donations to the Group, date of birth, payment errors of Teamers.

3.15. Promotion as Teaming Manager

A Teaming Manager may promote a Teamer user from his Group to Teaming Manager.

The process will be:

- 1) The teamer receives an email
- 2) He confirms from the email itself or from his personal account his acceptance of the promotion.
- 3) He accepts the terms of use as Teaming Manager
- 4) An email is sent to the all the other Teamers of the Group.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

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All rights of exploitation reserved.

This Website is governed by Spanish law and is protected by national and international legislation on intellectual and industrial property.

The texts, designs, images, databases, logos, structure, brands and other elements of this website are protected by the intellectual and industrial property rights of TEAMING and/or the third party owners thereof that have duly authorized their inclusion on the Website either by sending the registration from or through the agreements for the assignment of operating rights they have established with TEAMING.

Any reproduction, transmission, adaptation, translation, modification, public communication or any other use of all or part of the contents of this Website, made in any way or using any electronic, mechanical or other medium, is strictly prohibited without the prior written authorization of TEAMING or third party owners. Any infringement of these rights may lead to lead to the corresponding extrajudicial or judicial civil or criminal procedures.

The legitimacy of the intellectual or industrial property rights of the contents provided by Users is the sole responsibility of the latter.

In order to preserve possible intellectual property rights, in the event of any User or third party considering there to have been a violation of his legitimate rights by the introduction of specific content to the website, he must notify this situation in writing to Fundación Teaming, Edificio Testa – Avda. Alcalce Barnils, 64-68, D, 4ª planta 08174 Sant Cugat del Vallès (Barcelona), indicating:

- Personal data identifying the holder of the rights allegedly infringed. If the claim is presented by a third party other than the interested party, he must indicate the right to representation with which he acts.

- Indication of the contents protected by the intellectual property rights and their location on the Website.
- Evidence of the existence, ownership and validity of such intellectual property rights.
- Express statement in which the interested party takes responsibility for the accuracy of the data and information provided in the notification referred to in this point.

5. DATA PROTECTION POLICY

5.1. Right to information

This data protection policy regulates access and use of the services of the website www.teaming.net, (hereinafter “Website”) that TEAMING offers free of charge to the Internet users interested in its services and contents (hereinafter, the “Users”).

In accordance with the provisions of Constitutional Law 15/1999, of 13 December, on Personal Data Protection (hereinafter, LOPD), Fundación Teaming, as owner of the Website, informs the user of the existence of personal data files created by the latter and under its responsibility.

5.2. Purpose

The data of users registered through the forms provided for the purpose on www.teaming.net are collected by TEAMING for the following purposes:

- Participation in one or more Groups, created in Teaming by a Team Manager, through the monthly donation of 1 Euro to be allocated jointly to a project already defined or to be defined.
- To facilitate the review and disclosure of their participation and of the initiative of the website www.teaming.net to other users and/or third parties.
- To inform users or third party visitors about their Group, projects or other social projects.
- To share contents, opinions and experiences relating to charity projects, volunteer work, NGOs and foundations.
- To insert content relating to the Group.
- To create a Group in the Teaming website and be Teaming Manager thereof.
- To send promotional and informative electronic communications about the sector and other sectors outlined in point 5.5 of this privacy policy.

5.3. Mandatory or optional nature of information provided by the user and accuracy of data

Fields marked with an asterisk (*) on the registration form to be completed by the user are strictly necessary to fulfil their request, inclusion of data in the remaining fields being voluntary.

The User guarantees that the personal data provided to TEAMING are accurate and is responsible for communicating any changes thereto.

The User guarantees that all the personal information he provides is accurate and up-to-date thereby corresponding truthfully to the current situation of the User. It is the User's duty and obligation to keep his data updated at all times, the User being solely responsible for the inaccuracy or falsity of the data provided and for any damages this may cause to TEAMING or to third parties due to use of the services offered.

In order to participate in a Group as Teamer you must complete the registration by filling in all the mandatory personal data required on the registration form.

The mandatory personal data of Users entered in the initial registration form (name, surname and email) will be public.

The other mandatory personal data provided on the Teamer registration form (data of birth, record of donations to the Group, Groups in which you participate, ID N^o) will only be accessible to the Teaming Manager for the sole purpose of managing the Group.

The Teamer User expressly authorizes the Teaming Manager to access his data as User member of the Group (Teamers), as well as his name and surname, ID N^o, record of donations to the Group, date of birth and payment errors of Teamers.

The Teamer User also expressly authorizes his personal data that make up the request for bank transfer or direct debit to be transferred by TEAMING to Banca Cívica or any bank involved in the bank process relating to the direct debit or bank transfer.

When he completes the form and clicks to send the data, the User declares to have read and expressly accepted the legal terms and gives his unambiguous and express consent to the processing of his personal data for the informed purposes and services provided by TEAMING.

The User expressly consents to the possibility of his photographs and contents being processed by TEAMING for the purposes indicated and to the transfer thereof to other media related to the project or entities engaged in social assistance.

5.4. Personal data provided by minors

Registration by minors is prohibited. They must first duly obtain the consent of their parents, guardians or legal representatives, who shall be deemed responsible for the actions performed by the minors in their care, in accordance with current regulations.

If you are a minor and have accessed this Website without telling your parents, you must not register as a User.

5.5. Electronic communications

By completing and submitting the electronic form of Teaming.net, the User gives his express consent to receiving a newsletter containing the news and most relevant information about the Website, as well as electronic communications related to the sector and to the following sectors:

- Computers and technology:
- News and communications to collaborate with or join non-governmental organizations / sponsorship
- Pets
- Business exchange services.
- Financial services.
- Leisure and entertainment.
- Travel.
- Music / Books
- Training / Employment
- Health and Welfare.
- Sports.

TEAMING establishes two mechanisms by which Users that so request can modify or delete these services easily, quickly and free of charge.

To do so, the User has to enter the access menu and clear the send option in the electronic communications section. Users can also exclude themselves from this service by following the instructions shown at the bottom of the body of electronic communications.

Also, when the tool is available, the User who so requests, from his personal menu, may subscribe to the occasional emailing of informational announcements on new Groups created, comments and opinions about his Group, donations received to date or the resignation of the Teaming Manager from the Group. When the tool is available, the User may modify or unsubscribe from these announcements from his own personal menu.

5.6. Security

TEAMING informs Users that it has adopted the technical and organization measures established in the regulations to ensure the security of personal data and prevent their alteration, loss, unauthorized processing or access, bearing in mind the state of technology, the nature of the data stored and the risks to which they are exposed, all this in accordance with the provisions of Royal Decree 1720/2007, of 21 December, which approves the implementing Regulations for Constitutional Law 15/1999, of 13 December, on personal data protection, and other control procedures for the security of information systems.

5.7. Cookies and IP

The User accepts and authorizes the use of cookies and IP tracking. Our website traffic analyser uses cookies and IP tracking to collect data for statistical purposes, such as: data of first visit, number of times visited, data of last visit, URL and domain it comes from, browser used and screen resolution. However, if he so desires, the User can disable and/or delete these *cookies* by following the instructions of his Internet browser.

TEAMING does not use "spamming" techniques and will only process the data that the User transmits via the electronic form provided on this website or by email.

This website uses Google Analytics, a website analysing service provided by Google, Inc., a Delaware company whose headquarters are at 1600 Amphitheatre Parkway, Mountain View (California), CA 94043, USA ("Google"). Google Analytics uses "cookies", which are text files located in your computer to help the website analyse the use made by website Users. The information generated by the cookie about your use of the website (including your IP address) will be directly transmitted and filed by Google on servers in the United States. Google will use this information on our behalf in order to track your use of the website, compiling reports on website activity and providing other services related to website activity and Internet use. Google may transmit this information to third parties when required by law or when these third parties process the information on behalf of Google. Google will not associate your IP address with any other data possessed by Google. The User may reject the processing of data or information by rejecting the use of cookies by selecting the appropriate settings on his browser. However, if he does so, he may not be able to use the full functionality of this website. By using this website, the User consents to the processing of information about the User by Google in the manner and for the purposes described above.

5.8. Right of Access, Rectification and Cancellation of Data

The User has the right to access this information, rectify it if the data are erroneous and unsubscribe from the TEAMING services.

These rights can be exercised through the configuration of the website itself.

In the event of problems in doing so online, or for any questions or concerns about our data protection policy, please contact:

Fundación Teaming
Grupo Intercom
Asesoría Jurídica
Edificio Testa, Avda. Alcalde Barnils 64- 68, Bloque D, 4ª planta
08174- Sant Cugat del Vallès
Barcelona, Spain

Or send an email to: info@teaming.com indicating the issue concerned.

The processing of personal data, and the sending of commercial communications using electronic media, are in accordance with Constitutional Law 15/1999, of 13 December, on Personal Data Protection (Official State Gazette, 14 December 1999) and with Act 34/2002, of 11 July, on Information Society and Electronic Commerce Services (Official State Gazette, 12 July 2002) and their implementing regulations.

5.9. Applicable Legislation

This Privacy Policy and other Legal Terms of the Website are regulated in each and every one of their aspects by Spanish law.

Legal terms. 22.11.2011

COMMENTS

- 1) On the Teaming home page a link should be made at the bottom called Teaming Legal Terms from which all the legal texts can be opened.
- 2) In the user registration/subscription form, before the button “-----”, the following text must be added → “By pressing the button “-----” you expressly accept the [Teaming Legal Terms](#)”.
- 3) It is also necessary to inform Users of the following: “By pressing the button “-----” you are accepting the [Teaming Legal Terms](#)”.
- 4) The whole process must be reviewed once the website is accessible online in beta mode in order to review the processes analysed through the documentation provided.