### Terms and conditions

This document delineates the terms of use of the Pathfinder system. Use of the system includes accessing, browsing, or registering to use the www.l2\_paths.eu website.

By using the system you confirm that you accept these terms of use and that you agree to comply with them. Please read these terms of use carefully before you start to use the system.

If you do not agree to these terms of use you must not use the system or the website.

Pathfinder and <a href="www.l2\_paths.eu">www.l2\_paths.eu</a> are the result of a European project, L2\_Paths, Pathways to Host Country Languages for Migrants, (LIFELONG LEARNING PROGRAMME. Project No: 543020-LLP-1-2013-1-IT-KA2-KA2MP L2\_Paths). This project has been funded with support from the European Commission. This system and web site reflect the views only of the authors, and the Commission cannot be held responsible for any use which may be made of the information contained therein.

### Changes to these terms

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we have made as they are binding on you.

### Changes to our platform

We may update the system or the web site from time to time, and may change the content at any time. However, please note that any of the content in our system or on our web stie may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that the system and web site, or any content in them, will be free from errors or omissions.

#### Accessing our platform

The system is made available free of charge.

We do not guarantee that the system and the web site, or any content on them, will always be available or be uninterrupted. Access to the system and the web site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the system or web site without notice. We will not be liable to you if for any reason the system or web site are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the system and web site.

You are also responsible for ensuring that all persons who access the system and web site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## Your account and password

If you choose, or you are provided with, a username, password or any other piece of information as part of the security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. When there is a clear intent to mislead others through the unauthorised use of a trademark or brand name, we have the right to suspend the account and notify the account holder.

When we determine that an account appears to be confusing users, but is not purposefully passing itself off as the brand name or trademarked good or service, we will give the account holder an opportunity to clear up any potential confusion. We may also release a username for the brand name or trademark holder's active use.

If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at email address info@l2\_paths.eu.

### Intellectual property rights

We are the owner or the licensee for all intellectual property rights in the system and web site, and in the material published in them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the system and web site for your personal use and you may draw the attention of others within your organisation to content posted on them.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, text or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the system and web site must always be acknowledged.

You must not use any part of the content on the system for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the system or web site in breach of these terms of use, your right to use our system will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### No reliance on information

The content on the system and web site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our platform.

Although we make reasonable efforts to update the information on our platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our system and web site is accurate, complete or up-to-date.

# Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by the law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our system and web site or any content on them, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- . use of, or inability to use, the system and web site; or
- . use of or reliance on any content displayed on the system and web site.

Please note that we only provide the system for domestic and private use. You agree not to use the system and web site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment,

computer programs, data or other proprietary material due to your use of the system and web site or to your downloading of any content from them, or on any website linked to them.

We assume no responsibility for the content of websites linked to the system and web site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Uploading content to our system and web site

Whenever you make use of a feature that allows you to upload content to our system or web site, or to make contact with other users of our system and web site, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty.

Any content you upload to our system and web site will be considered non-confidential and non-proprietary.

You retain all of your ownership rights in your content, but you are required to grant us and other users of the system and web site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you licence to us are described in the next paragraph (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our platform constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the system and web site.

We have the right to remove any posting you make on the platform or web site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy .

The views expressed by other users on our system and web site do not represent our views or values.

Rights you licence

When you upload or post content to our system and web site, you grant the following licenses:

You grant to us a worldwide, perpetual, non exclusive, royalty-free licence (with the right to sub-licence) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute in any and all media or distribution methods.

Viruses

We do not guarantee that the system and web site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the system and web site. You should use your own virus protection software.

You must not misuse our system and web site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the system and web site, the server on which the system and web site are stored or any server, computer or database connected to the system and web site. You must not attack our system and web site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the system and web site will cease immediately.

Pathfinder is protected by copyright and we have exclusive use of that name.

Contact us

To contact us, please send an email to info@l2\_paths.eu.

Thank you for visiting our system or web site.