

## General Conditions of Use for the Chat and WhatsApp Communication Services

**1. General Conditions of Use and Acceptance thereof:** These General Conditions of Use expressly govern the relationship between FIRA DE BARCELONA and the Users (exhibitors) and expressly regulate the use of chat/ or WhatsApp messaging services as communication services, as well as the regulations and information for Users of this service.

The use of this service implies the User's full and unreserved acceptance of the General Conditions of Use described in this document.

If you are using our Services on behalf of any entity, you represent and warrant that you are authorized to accept these terms on such entity's behalf.

FIRA DE BARCELONA may at any time modify these Conditions of Use by posting the changes in question online for their perusal by Users prior to the use of the service. You can access to this Terms&Conditions at [\[REDACTED\]](#)

**2.- Chat and WhatsApp services:** The chat services and communications via WhatsApp messaging provided by FIRA DE BARCELONA allow users to communicate with FIRA DE BARCELONA to make queries or formulate requests as well as to contract certain services offered by FIRA DE BARCELONA.

**3. Access to Services:** Users may access to these communication services in their capacity as an exhibitor at the event

**4. Obligations of the User:** The User is obliged to use the services in a diligent, correct and lawful manner and undertakes to refrain from:

- a) Using it for purposes or ends that are contrary to the law, morals, good manners or public order.
- b) The User undertakes to provide full and accurate information when making use of the service, and to update these details to ensure that this information is complete and accurate at all times.

The User's failure to abide by the above obligations in relation to the use of the service shall entitle FIRA DE BARCELONA, at its discretion and without prior notice, to block the User's access to these services if it believes the User has breached the Conditions of Use. Any such breach of these Conditions of Use constitutes unlawful and unfair business practice which could be detrimental to FIRA DE BARCELONA and/or the other Users of the service, and therefore

the User accepts that he/she shall be liable for the consequences of any such damage, granting full indemnity to FIRA DE BARCELONA as the event organizer, especially those obligation related to Personal Data Protection.

**5. Liability of FIRA DE BARCELONA:** The User acknowledges and accepts that the use of this service is entirely his/her own responsibility, granting full indemnity to FIRA DE BARCELONA.

FIRA DE BARCELONA shall only be liable for any damage that the User may incur as a result of using the service when this damage is attributable to the wilful misconduct of FIRA DE BARCELONA.

Notwithstanding the above, FIRA DE BARCELONA hereby states that it has adopted all the necessary measures, within its capabilities and the state of technology, to ensure the correct operation of the service.

At any time, FIRA DE BARCELONA reserves the right to: (1) modify or suspend access to part or all of the service for duly justified reasons; (2) modify part or all of any policy or condition applicable to the service; and (3) interrupt the operation of part or all of the service whenever it becomes necessary to carry out maintenance, correct errors, or implement other changes.

FIRA DE BARCELONA cannot guarantee that service communications do not contain any errors.

**6.- Disclaimer:** Unless otherwise expressly set forth in writing, our site, the site materials, the third party content, the user content, any hyperlinks, our services and any other services and/or content included on or otherwise made available to you through our site (collectively, "FIRA DE BARCELONA content/services") are provided to you on an as is or as available basis without any representations or warranties or conditions of any kind. We do not warrant that any FIRA DE BARCELONA content/services are free of viruses or other harmful components. We make no representations or warranties with respect to the availability, reliability or security of any FIRA DE BARCELONA content/services. Unless otherwise expressly set forth in writing, we disclaim any and all other warranties and representations (express or implied, oral or written) with respect to all FIRA DE BARCELONA content/services whether alleged to arise by operation of law, by reason of custom or usage in the trade, by course of dealing or otherwise including: (i) any and all warranties of merchantability; (ii) any and all warranties of fitness or suitability for any purpose (whether or not we knew, have reason to know, have been advised, or are otherwise aware of any such purpose); and (iii) any and all warranties of non-infringement or condition of title.

**7. Applicable legislation:** The relationships established between the User and FIRA DE BARCELONA shall be governed by the provisions of Spanish law concerning applicable legislation and competent jurisdiction. Nevertheless, in cases where the law envisages the

possibility of the parties being entitled to another jurisdiction, FIRA DE BARCELONA and the User hereby expressly relinquish any other jurisdiction they may be entitled to and agree to submit to the Courts and Tribunals of the city of Barcelona.

In all cases, the regulations of Spanish Law shall apply.

(Last Revised: June 8th, 2021)