

LEGAL NOTICE FROM WWW.FREEANGLE.ORG

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I. General information about Freeangle and the owner of the Site

The website www.freeangle.org, hereinafter referred to interchangeably as "Site" or "Freeangle", is a Site owned by **Associació Catalana d'Escoles de Música** (ACEM) whose principle object is the circulation of educational material primarily intended for the work of European Centres of Arts Education, promoting the exchange of this material among professionals who are dedicated to teaching in the field of arts education.

In accordance with Article 10 of the Law on Services of Information Society and Electronic Commerce, we inform you that ACEM, owner of the domain www.freeangle.org, is an association headquartered at Avinguda Drassanes núm.3, 3r pis, 08001 Barcelona, with tax ID (CIF) number 60168192, registered in the Associations Register (Registre d'Associacions) of the Generalitat of Catalonia under number 13397, Section 1a.

Any user of the Site can contact ACEM by sending an email to acem@acem.cat or by calling 0034934817251.

II. Terms of Use of the Freeangle.es Site

1. Object

Freeangle offers a service to facilitate the exchange of intellectual works, primarily musical works and scores, intended for teachers working in the arts, composers, musicologists, managers and anyone (hereinafter collectively referred to as "the Community") who, within the teaching domain, share educational materials, theoretical ideas, experience, ideas and projects to learn and broaden their professional horizon and improve the experience of students.

2. User ["you"]

2.1. General acceptance of the Terms of Use

Freeangle provides access to and use of services and content made available to you, in part by ACEM and in part by third parties.

Access to and use of the Freeangle portal by any individual gives this person the User status and implies their acceptance, without reservation, of each of the conditions set forth in this Legal Notice. It is therefore necessary for you to read these Terms carefully and, in the event you do not accept them, to refrain from accessing and browsing this Site and using any of its contents, products and services.

Access and browsing of this Site shall be at the sole responsibility of the User, and this responsibility extends to the registration required for accessing certain services or contents. See Warranties and Responsibilities of the User. By registering, you are responsible for providing information that is accurate and lawful and agree to make appropriate use of the content and services available on the portal.

2.2. Prohibitions

Users of the Site are only authorised to access it and use its services and content in accordance with the provisions of the provisions hereof. These Terms provide, in particular, for the following prohibitions on you (the User):

The material made available to everyone on the Freeangle Site may not be distributed or used by any means not part of the Site itself except under strict compliance with legal and contractual obligations applicable to both the content and the elements constituting the Site and the works published and subject to the relevant licenses.

Under no circumstances may the publications in the news section of this Site be used without the express consent of the respective owners of rights.

Under no circumstances may the contents and services of Freeangle be altered or modified except as expressly provided for herein and in the corresponding licenses.

The following commercial uses of the Freeangle Site shall remain strictly prohibited without the prior written consent of ACEM:

- a) The sale of access to Freeangle service and/or promotion of the Site by any means for profit.
- b) The sale of **any type of products or services through advertising**, sponsorships, promotions and any other type of commercial act, **direct or indirect**, performed from the Freeangle portal.

Commercial uses **shall not include** keeping a Freeangle account, from which users may promote their own professional activity, provided such professional activity is related to the teaching and arts education promoted from the Site and provided the said promotion does not directly involve the sale or lease of any products and/or services, offered by the Site or otherwise, or incorporate any type of acts of advertising the services and/or products of others.

2.3. Use of search engines

You agree not to use or interact on the Site through any automated access system such as rootkits. Notwithstanding the foregoing, the Site grants operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials. ACEM reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site (e.g., comments, email) for any commercial solicitation purposes, direct or indirect.

3.1 Intellectual and industrial property

3.1. Elements constituting the Site

The design and source code of the site, the logo, the "Freeangle" brand, the "freeangle.org" domain and the explanatory content of the Website are the property of ACEM and are subject to the corresponding industrial and intellectual ownership rights. Therefore, any act of use of the foregoing other than the uses expressly authorised by the owner and the cases permitted by applicable law shall require the express written consent of ACEM.

3.2. Exchange of works and knowledge

The exchange of intellectual works for the educational purposes promoted within the framework of this Site must comply strictly with the laws applicable to Intellectual Property. For this to be possible, it is necessary that the works, which will be subject to exchanges and transformation, that you make available to the Community are your original creations, are **free of copyrights** or not subject to a rights of use restriction (©) that is incompatible with the reproduction, public performance (including interactive public performance) and transformation (successive adaptations, arrangements, etc.) of the original work by Site Users, so that these acts are permitted or consented for the entire Community. Likewise, the author's moral rights must be observed, along with any limitation or condition imposed by the corresponding licence by the Law of Intellectual Property.

Accordingly, when you make any work available on the Website, you are required to ensure, under your own responsibility, that one of the following conditions is met:

- a) that the original work has entered the public domain following expiry of the legal term of protection;
- b) that the work is an original creation and you, as its author, authorise to third parties, without time or geographical limits, the reproduction, public performance and transformation of the work, and the same acts of use for derivative works resulting from arrangements or modifications;
- c) that the work has a license for free use or one which authorises its reproduction, distribution, public performance and transformation without any type of geographical or time restriction and is compatible with the publication of resulting derivative works under a Creative Commons or **similar license**.

In case c), the publishing User must present the corresponding license to be able to make available to the public any work of third parties that has not entered the public domain.

Beyond these cases, the use of works of third parties is only permitted within the limits and context of the "right to quotation" (*dret de cita*) provided for in Article 32 of the Law of Intellectual Property.

With the aim of promoting and consolidating the Community, Freeangle complements its activity with the possibility to post articles and news related to artistic education.

These articles must be your original creations and not be subject to any assignment of rights of third parties or, if they are owned by third parties, they must have entered the public domain; otherwise the author's consent must have been obtained for the reproduction and public performance of the work over the Internet. The aforementioned provisions relating to "right to quotation" set forth in the Law of Intellectual Property must be observed for teaching, research or illustration in education.

3.3. Permitted uses of the derivative works available on Freeangle

All derivative works of the works accessible and exchangeable on this Site, from their publication on Freeangle and unless otherwise provided for, shall be published under one of the Creative Commons licenses.

The use of the works accessible on Freeangle must always comply with the moral rights of the author, within the limits established by the licenses itself and by the Law of Intellectual Property.

In the event you detect any content the use of which is not authorised, you must report this to ACEM (acem@acem.cat), which, after reviewing the accuracy of the reported infringement, will eliminate access thereto.

4. Responsibilities

4.1. Viruses and computer damage: ACEM is not liable for damages of any kind caused by, by way of example, technical errors, inaccuracies or typographical errors, errors or omissions in the content, lack of availability of the Website or the transmission of viruses, programs or files that may damage the content despite having taken all technical measures to prevent the same.

The downloading of any material from this Site is done at risk and under your responsibility, and you agree that you are solely responsible for any damage or data loss that may arise on your personal computer as a result of your downloads.

4.2. Links: this Site contains hyperlinks that allow access to web pages or portals owned and/or managed by third parties of which ACEM is not the owner and over which it does not exercise any control; accordingly, ACEM is not responsible, directly or indirectly, for such web pages or portals. If you decide to visit these sites, it shall be at your sole risk and responsibility. You are solely responsible for complying with the legal conditions and privacy policies of the third-party sites you access via Freeangle, with ACEM remaining exempt from any liability for damages of any kind which may arise as a result of using the web sites or portals of others. You agree to report to ACEM (acem@acem.cat) any unlawful or fraudulent use of content by third parties on web pages or portals with links in the Freeangle Website.

ACEM authorises the establishment by third parties/Users of links and hyperlinks to the Freeangle Website, provided such links are consistent with the noncommercial, informative and educational aims of this Site. In any case, the links established by third parties must make it possible for the User to recognise that they are being taken to the Freeangle Website, respecting the frames and hallmarks of this Site and clearly showing the Freeangle URL on their search engine. Any third-party website on which there is a link to Freeangle shall not contain information or content which is unlawful or infringes the rights of third parties. Establishing links to the Freeangle Website by third parties does not imply the existence of any kind of relationship or link, whether professional, commercial or of any other kind with ACEM, nor does it imply acceptance or approval by ACEM of the third-party content, products or services.

4.3. Opinions and statements of third parties: ACEM is not responsible under any circumstances, directly or indirectly, for any content, information, communication, opinion or statement of any kind that is distributed, published or transmitted through the Website from external sources.

4.4. Uploading content to Freeangle: See Conditions of Liability applicable to Users of Freeangle Services.

5. Privacy Policy

5.1. Data collection/forms

In accordance with Law 15/1999 of 13 December on the Protection of Personal Data, we inform you that the personal data requested in our forms or which may be provided using our email addresses shall be stored in our personal data files, of which ACEM is owner and responsible. Similarly, when you complete any of the forms with the personal data requested and agree to submit the form or send us an email containing personal data, you are in so doing authorising **ACEM and giving it your express consent** to process and incorporate into our files the personal data provided and all data which may be generated in relation to your participation in or use of the various products and services offered on this Site, albeit in a revocable manner without retroactive effect, and accepting the conditions of data processing set forth below.

Likewise, we inform you that all data, **except data that you have wished and freely consented to publish on this Site**, shall be processed with the utmost confidentiality and in accordance with current legislation on the protection of personal data and that our files are legally registered with the General Register of the Catalan Data Protection Agency (*Registre General de l'Agència Catalana de Protecció de Dades*).

ACEM is not responsible for the processing of personal data of web pages that the User may visit by clicking on the various links contained in our Website.

5.2. Purposes of data processing

The data that we request are those which are adequate, relevant and strictly necessary for the purpose for which they are collected but shall never be used for a purpose other than the one for which they were given, and in any case the User is not obliged to provide them to us. However, on the relevant forms we indicate which data are absolutely necessary to be able to carry out the services we offer.

To be able to register and create an account that gives access to certain services and content on this Site, it is necessary to complete the indicated fields in each form, for which you are required to provide truthful, accurate, complete and recent data. You are solely responsible for any damage, direct or indirect, caused to ACEM or any third parties as a result of completing the forms with information that is false, inaccurate, incomplete or outdated or with the data of a third party.

The Freeangle Website obtains your by receiving various forms and via the email address **acem@acem.cat**, for the following purposes:

- Maintaining the administrative relationship by managing requests for information
- Notifying you of incidents
- Internal statistics on the usage of the Website for improving service

- Sending the newsletter about new developments in the service
- Sending information by post and/or email about ACEM services or activities related to its competences
- Sending out questionnaires that may be answered on a voluntary basis, by traditional and electronic means, on the level of satisfaction with the level of service, to be able to extend and improve, where appropriate.

ACEM reserves the right to decide whether to incorporate the data of these individuals into its data files.

5.3. Assignment and transfer of personal data to third parties

Any data provided by you that are not voluntarily published on the Freeangle Site shall be treated confidentially and used only internally and for the stated purposes and shall therefore not be assigned or transferred to any third parties, unless expressly consented by you and as permitted by law.

By accepting this clause, you acknowledge having been informed of the provisions of Article 27 of the Law on Data Protection relating to the first transfer of data.

You agree that, by joining the Freeangle Community, your identification data and image and all data that you voluntarily add to your profile will be accessible to all members of the Community must comply with applicable laws.

Your acceptance that your data can be processed or transferred in the manner described in this paragraph shall be revocable at all times, without retroactive effect, in accordance with the provisions of Articles 6 and 11 of Spanish Law 15/1999 of 13 December.

While ACEM provides the User with various options for professional promotion, the latter shall be at your sole responsibility, with ACEM remaining exempt from any liability related to the sending of unsolicited commercial communications. It is expressly prohibited to use the Freeangle Website for mass emailing by Users for commercial purposes.

By virtue of Article 21 of the Information Society and Electronic Services Law, which prohibits the sending of commercial communications by email without the express authorisation of the recipient, we inform you that accepting these terms of use and the privacy policy shall entail your express authorisation for use to send you informative, commercial, advertising and promotional communications by email to the address provided. Notwithstanding the foregoing, if you do not wish to receive commercial communications by email, you may indicate this for any commercial communication you choose by following the instructions contained in each communication sent.

5.4. Right of access, rectification and cancellation of the User's personal data

You are entitled to access the information collected in the files of ACEM, correct it if it is erroneous, cancel it or oppose the processing thereof under the terms provided for by the law by sending a notice to Associació Catalana d'Escoles de Música, Avinguda Drassanes 3, 3r 08001 Barcelona.

To keep your personal data current, you must inform ACEM each time there has been a change; otherwise ACEM is not responsible for the accuracy of the data.

If you do not explicitly remove your personal data from the files (see Cancelling the Account), it shall be assumed that you remain interested in said data remaining in the files as long as this fulfils the purpose for which the data were obtained and until ACEM deems it appropriate to remove them.

5.5. Use of cookies

Freeangle shall use cookies when Users navigate through the various screens and pages of the Website. These cookies are stored on the User's hard disk **but cannot read the data on the disk nor the files created by other providers.** The aim of using of cookies is to recognize users who have registered and be able to offer better, more personalized service. Likewise, they are used to obtain completely anonymous information about access data (date, frequency, etc.) to measure certain parameters of traffic on the Website and calculate the number of visits so that the services offered can be more effectively targeted and adjusted. However, you may prevent the generation of cookies using appropriate settings in your browser. In this case, the Website shall remain operational, but without the benefits of personalization.

6. Applicable Law

This Site is governed by the legislation applicable exclusively in Spain, which shall be binding on Spanish nationals and foreigners using the Site.

You acknowledge that you are aware of the rules regarding intellectual property, particularly as applicable to the object and content of this Site.

7. Revision and updating of the content and terms of Freeangle

ACEM reserves the right to revise and modify, unilaterally and at any time without notice, the presentation and services of the Website, including the General Terms of Use of the Website, the Freeangle Service and the Privacy Policy, as it deems appropriate or in response to changes in legislation, case law or corporate policy. Any modification of these terms shall automatically apply from the moment of its publication on the Website and shall supersede previous versions, so that you are required to read them each time you access and use its content and services.

III. Functioning and Terms of the Services offered on the Freeangle Website

1. User registration. Freeangle Website accounts.

In order to access certain content and services and interact within the Website, you must create an account. One account is permitted per User, and no user may access the system using the account of another User without their express permission. You are solely responsible for the activities carried out with your account.

The Website has **three types of free access**, according to the services you want to access.

"Anonymous User". Does not need to register and, therefore, the Website will not request any personal data. This type of user can access all information and content of the Site without the possibility of downloading or uploading material or write comments. Anonymous users cannot download or upload any files nor submit any public performance to the Site, including in the event

that, due to a functioning or design error, the site allows it. In the event you detect such an error, you agree to notify it to ACEM at the address acem@acem.cat.

"Basic User" account. Registering as a Basic User entitles you to interact using the Site's various services with the sole limit of not being able to publish content. Users registered as Basic Users are able to view and download content and interact with the other users through the various services the Site offers to the Community: commenting, rating and evaluating the various works, recommending content, contacting other users and, in general, all actions not involving the uploading of content to the Site or disseminating personal professional activities. In order to register as a User, a username and password not disclosed to the public are required.

"Author User". Registering as an Author gives access to all of the Site's services. You must first be registered as a User to register as an Author. The Author account adds to the services of the Basic User account the possibility to publish any time of files permitted under these Terms of Service, provided the content is not protected by a reservation of rights which is incompatible with the stated purposes of this Site, exchange knowledge and intellectual resources through the creation of derivative works and making them available to the Community in view of enriching teaching and education (See General Terms of Use. Intellectual Property). The Site provides several options for publishing material under Creative Commons licenses.

"Author" users register by completing an additional form that must contain the User's full name and required data, along with certain optional data, such as your biography (the Author account allows the use of pseudonyms).

2. Personal data of registered Users

Registered users are subject to the general terms of the Privacy Policy of this Site (See Privacy Policy), in addition to the following specific terms applicable from the time of registration:

The data in the Author profile are public, as per the express consent given by you when creating your account. If you would like to prevent the public communication of any part of the required data in the author profile, you must leave the corresponding field blank.

All registered users must provide truthful information when filling out the registration form, notwithstanding the possibility of using a pseudonym vis-a-vis third parties. ACEM may block your account, without notice, the moment any inaccurate information is detected. In the event that, at the request of the administrator, you do not update your account with the correct data within 48 hours, your account shall be closed, without your being entitled to any form of compensation. ACEM shall in such cases retain the data and files it may need to use in the event of a dispute brought before the courts.

You responsible for the activity generated by your account and must keep the password in a safe place. In the event you detect fraudulent use of your account, you must report the incident immediately in writing to ACEM at the address acem@acem.cat.

ACEM is not responsible for losses or alterations of content due to any unauthorised use made of a registered User's account.

3. Entities of collective management of intellectual property rights

Users with Author accounts declare at the time of registering that they are not members of or associated with any entities of collective management of intellectual property rights, which, by

virtue of a contract or the by-laws of the entity, prevents the direct management of their rights to the works they make available on Freeangle.

Similarly, Users with Author accounts who publish **derivative works** declare at the time of registering that the **original works** are in the public domain or are subject to a license compatible with the reproduction, transformation and interactive public communication of said work on the Freeangle Site, after being adapted, modified or subjected to successive arrangements **and that neither the original work nor the derivative work of which the User is author** is part of the repertoire of any entity of collective management of intellectual property rights which prevents or limits the creation of said acts of use on a free and unlimited basis.

Specifically, any Author Users who are members of Societat General d'Autors i Editors (SGAE) declare under their own responsibility that, according to the by-laws of the SGAE, they have recourse to special authorisations and have the appropriate authorisations or are authorised to manage directly the works they make available to Freeangle.

5. Use of Freeangle Content

In addition to the General Terms of User of the Site, the use of the Contents and Services of Freeangle are subject, in particular and in addition, to the following terms and restrictions:

5.1. The content downloaded by Site Users does not pass any type of filter and is published directly at the discretion of registered Users and is subject to these terms and applicable legislative and contractual provisions. All registered Users may access their personal information and the content of the Site with the sole limitation of the provisions of these Terms of the service, and following the processes and functions indicated on the Site for each option. Users agree to download only the information and content for which there is a specific link on the Site to perform the load. As a User you may only use the material on the Site in accordance with the terms of the licenses for each type of content.

5.2. Users agree not to circumvent, disable or interfere with the safety mechanisms in place for the features of the service or features which prevent or limit the use or copying of any content, as well as functions which set restrictions on the use of the Service or content of the Site.

5.3. Users with the right to publish content declare that they have all necessary legal permissions to reproduce and make available to the public the said content and that the use of such content within the Freeangle Site is neither prohibited nor infringes the rights of third-party owners of said content. For these purposes, "content" means any publically accessible written text that may contain works, data and information protected by laws of intellectual property, image ownership and personal data protection.

6. Responsibilities and Guarantees of the Registered User

6.1. - Format. "Author" Users may upload files to Freeangle in the format .doc, .pdf, and .mus. The User is solely responsible for the content of the files and for complying with the terms applicable to the use of these formats.

6.2. Intellectual Property Rights. "Author" account Users with permissions to upload files assume final responsibility for the content of these files and the legal consequences that the public performance of this content may have.

The exchange of intellectual works for the educational purposes promoted within the framework of this Site must comply strictly with the laws applicable to Intellectual Property. For this to be possible, it is necessary that the works made available to the Community by the User, and which will be subject to exchanges and transformation, be the Users' original creations, **or be free of copyrights** or not subject to a reservation of rights of use (©) that is incompatible with the reproduction, public performance (including interactive public performance) and transformation (successive adaptations, arrangements, etc.) of the original work by Site Users, so that these acts are permitted or consented for the entire Community. Likewise, the author's moral rights must be respected, along with any limitation or condition imposed by the corresponding licence by the Law of Intellectual Property.

Accordingly, when you make any work available on the Website, you are required to ensure, under your own responsibility, that one of the following conditions is met:

- a) that the original work has entered the public domain following expiry of the legal term of protection;
- b) that the work is an original creation and the "Author" User, as its author, authorises to third parties, without time or geographical limits, the reproduction, public performance and transformation of the work, and the same acts of use for derivative works resulting from arrangements or modifications by third parties;
- c) that the work is protected by a license for free use or a license which authorises its reproduction, distribution, public performance and transformation without any type of geographical or time restriction and is compatible with the publication of resulting derivative works under a Creative Commons or **similar license**.

In case c), the publishing User must present the corresponding license to be able to make available to the public any work of third parties that has not entered the public domain.

Beyond these cases, the use of works of third parties is only permitted within the limits and context of the "right to quotation" (*dret de cita*) provided for in Article 32 of the Law of Intellectual Property.

All derivative works of the works accessible and exchangeable on this Site, from their publication on Freeangle and unless otherwise provided for, shall be published under one of the Creative Commons licenses.

In any case, the use of the works accessible on Freeangle must always comply with the moral rights of the author, within the limits established by the licenses itself and by the Law of Intellectual Property.

In the event you detect any content the use of which is not authorised, you must report this to ACEM (acem@acem.cat), which, after reviewing the accuracy of the reported infringement, will eliminate access thereto.

Users with an "Author" account declare and guarantee that they are in possession of or are responsible for the licenses, rights, consents and permissions necessary to make public the content they make available to Freeangle for publication in the "News" section of the Site and that they are not infringing any provision of the Law of Intellectual Property or any kind of trade secret, patents, trademark rights or other rights of third parties and that they are authorised to proceed directly with

the reproduction and public performance (including interactive public performance via the Internet) of the content that they publish.

Users with an "Author" account do not, by publishing their work on the Freeangle Site, assign any of their rights to Associació Catalana d'Escoles de Música (ACEM). The intellectual works published on the Freeangle Site are subject to the licenses that the authors grant to them. Works subject to a general reservation of rights of use in favour of their holder may be published on this Site beyond the limitation of the right of quotation and the other limitations and exceptions provided for in the Law of Intellectual Property. The User is responsible for presenting proof of the licenses of the works published when so requested by ACEM.

The disappearance of content or its deletion by the Author User who published it shall not prevent Users who have already downloaded the material from continuing to use it under the initially granted licenses. The revocation or limitation of a Creative Commons license does not nullify or invalidate the previous uses made by any User under the license that has been revoked or limited. Users with an "Author" account authorise all other Users to download the material from the Site under the terms set out in the corresponding license.

ACEM is not responsible for the legality of files and content submitted to the Site by any User, or any opinion, recommendation or advice expressed in the content or files. ACEM does not permit copyright infringing activities and infringement of intellectual property within the Site. ACEM may remove, without notice, any material or content if it becomes aware that such material or content infringes the intellectual property rights or any other rights of third parties.

6.3. Statement of responsibilities and guarantees of the registered User who uploads/publishes and communicates content through Freeangle Prohibitions. By uploading a file to the Freeangle Site, you warrant that you accept the reproduction, distribution, public performance and transformation by third parties of any information, software and other content of the file, assuming at all times full legal responsibility of all of the files you upload. Likewise, you are responsible for your communications via this Site. When you access this Site, you **may not**, in any form or fashion, perform the following actions:

- a) Publish, post, distribute or disseminate any material or information harmful, defamatory, infringing, obscene or unlawful;
- b) Use the Site to threaten, harm or infringe in any manner the legitimate rights and interests of third parties (including, without limitation, rights to honour, privacy and self-image);
- c) Intercept or attempt to intercept email;
- d) Upload files that contain software or other materials that are protected by intellectual property laws, data protection, or protection of the right to honour, privacy and self-image, unless you are owner or have the permissions to use and promote these programs or materials;

- e) Upload files that contain viruses or fraudulent data;

- f) Delete any author attributions, legal notices or proprietary designations or logos;

- g) Falsify the origin or source of software or other material contained in a file that is uploaded;

- h) Upload a file downloaded from another website if you know (or should reasonably know) it cannot be disseminated through this Site;

6.4. Closing an account

ACEM may, at any time, without notice and at its total discretion, remove files or content and/or close a user account that fails to comply with the provisions hereof and, in any case, if it considers the use of the service is inappropriate, unsuitable and/or infringes intellectual property rights.

7. Warranty and liability disclaimer

In addition to the provisions of Section II: 4 of the General Terms of Use:

7.1. ACEM is not responsible for controlling the transactions between the users and suppliers of products or services who access the Site as users. ACEM is not responsible for any economic agreements between users arising in relation to a work that is accessible from the Freeangle Site. Users are responsible for the commercial relations they establish from material published on Freeangle. ACEM shall not under any circumstances participate or have any type of legal link with such commercial relations.

7.2. The Service is controlled and operated by ACEM from its servers located in Barcelona. ACEM makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other locations do so at their own volition and are entirely responsible for compliance with all applicable legislation, with full indemnity for ACEM.