SOFTONIC TERMS OF USE

1.- Legal Information and Acceptance

The terms and conditions contained herein (the “Terms of Use”) govern the use by you (whether as a guest or a registered user) of the website www.softonic.com, its subdomains and/or other websites where the following Terms of Use are referred and/or made accessible (the “Website(s)”) that SOFTONIC INTERNATIONAL S.A. (“SOFTONIC”) operates and makes available to users in order to provide information about its services as well as the possibility of using them. Use of the Websites includes accessing, browsing, or registering to use the Website.

Please read these Terms of Use carefully before you start to use any of the Websites, as these will apply to your use of the Website.

Users can access, print, download and save these Terms of Use at any time. These conditions will be permanently accessible on the Website.

SOFTONIC is a company that owns several domains that include, among others, the local country domains of Spain, France, Germany, Italy, Brazil, China, Japan, the Netherlands, Turkey, Korea and Poland.

Address:

Edificio MediaTIC, Calle Roc Boronat, 117, 6th floor 08018 Barcelona, Spain
Tel + 34 936 01 27 00
Fax. + 34 93 396 92 92
legal@softonic.com.


The use of the Website by users implies acceptance of all conditions contained in these Terms of Use. By using any of the Websites you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use the Website.

SOFTONIC Privacy Policy and Cookies Policy are an integral part of these Terms of Use so you also unreservedly accept these Policies and agree to be bound by them.

To contact SOFTONIC and in case you have any questions relating to the conditions contained in these Terms of Use, you can contact us by email to legal@softonic.com.
Some services accessible by users from the Website may be subject to special term or conditions, or instructions that may replace, complement and/or modify these Terms of Use. When applicable, the special conditions shall be made available to the user in a clear manner and must be accepted by the user before the provision of that particular service. In case of discrepancies, the special conditions shall prevail over these Terms of Use.

Access to and/or use of such services and content implies the complete and unconditional acceptance of the particular conditions as published by SOFTONIC at the time of such access and/or use.

It is possible that during the provision of services included in the Website, the domain name under which such services are provided may be modified. Therefore, users know and accept this possibility, while the conditions accepted by users by these Terms of Use remain in full force and effect.

SOFTONIC legally reserves the right to deny access, at any time and without prior notice, to those users who do not comply with these Terms of Use at any time.

2. - Accessing the Website

The Website is made available free of charge (notwithstanding the Internet connection fees to be paid by the user to the relevant telecommunications operator; the USER is solely responsible for making all the arrangements necessary for them to have access to the Website)

SOFTONIC does not guarantee that the Website, or any service or content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis (SOFTONIC offers the Website service for a duration restricted to the moment in which users access and connect to the Website or to any other of service offered). SOFTONIC may suspend, withdraw, discontinue or change all or any part of our site without notice. SOFTONIC will not be liable to the users if for any reason the Website is unavailable at any time or for any period.

Users are also responsible for ensuring that all persons who access the Website through their internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

SOFTONIC does not represent that content available on or through the Website is appropriate or available in other locations. SOFTONIC may limit the availability of the Website or any service or product described on the Website to any person or geographic area at any time.

3. - Registration and Password
SOFTONIC reserves the right to seek the registration of users for access to certain services on the Website. When prior registration is required, users must complete the online registration process as expressly established for each service, providing the information as prompted in the relevant registration form. Registration may require to be firstly subscribed with a third party provider (i.e social network, email provider). User must abide the terms and conditions of such third party provider before registering.

All the information provided by users through the Website must be truthful, accurate, updated and complete. For this purpose, each user guarantees the authenticity of all data that he/she provides when filing the forms required to register or subscribe the relevant services.

In order to submit contributions to the Website or to any interactive services associated with it, registration and authentication will always be required. Once users are registered and obtain a password, they may be able to post, upload or publish contributions subject to the provisions of these Terms of Use. When participating in a discussion or thread, users will be informed of any new messages, posts or replies from third parties via the email address provided by the user at registration and in accordance with our Privacy Policy.

If the user chooses or is provided with a user identification code, password or any other piece of information as part of our security procedures (the "password/s"), the user must treat such information as confidential. The user must not disclose it to any third party.

Assigned passwords are personal and non-transferable; no assignment of passwords, even temporarily, to third parties is permitted. As such, users agree to use their passwords diligently and keep such passwords secret. In the event that a user knows or suspects the loss, theft or use of his/her password by others or that anyone other than the user knows his/her password, then that user must promptly bring this to the attention of SOFTONIC at privacy@softonic.com.

SOFTONIC has the right to disable any password, whether chosen by the user or allocated by SOFTONIC, at any time, if the user has failed to comply with any of the provisions of these Terms of Use.

Each user is responsible for costs and damages caused by the use of the Website, content or services by any third party using his/her password due to careless use or loss of it by a user.

4. Terms of Use of the Content and Services

Use of the Website and its content is entirely voluntary and under the sole and exclusive responsibility of the user.
Access to the Website is free except for the cost of connection through the telecommunications network provided by the service provider contracted by the user, if any. Some services are exclusive to certain users and their access is restricted.

Users may solely access the content and services through the means or procedures that have been made available for this purpose on the Website or used on the Internet for this purpose, provided they do not involve the violation of intellectual or industrial property or involve any damage to the Website and/or its information or services offered.

Users are obliged to use the Website, content and services in a diligent, proper and lawful manner and, in particular, agree to refrain from behavior including but not limited to the following: (a) use of the Website, content and services in a manner that results in activity which is illegal, immoral or against generally accepted best practices or public order; (b) use of the Website, content and services in a way that breaches any applicable local, regional, national or international law or regulation; (c) transmitting or disseminating information, data, content, messages, graphics, drawings, sound and/or images, photographs, recordings, software and, in general, any material that is obscene, offensive, vulgar or that may induce activity which is criminal, slanderous, defamatory, violent or, in general, contrary to law, moral rights or generally accepted best practices or public order; (d) reproducing, duplicating, copying, reselling or distributing any part of the Website or the content, or allow public access to them through any form of public communication, or transform or modify it, unless with the permission of the copyright owner or corresponding rights holder; (e) infringing intellectual or industrial property belonging to third parties or SOFTONIC; (f) using the services and content in a way that could undermine or overload the operation of the Website; (g) not to access without authority, interfere with, damage or disrupt any part of the Website, any equipment or network on which the Website is stored; any software used in the provision of the Website, or any equipment or network or software owned or used by any third party; (h) conducting unlawful or fraudulent transactions or ones that could facilitate illegal or fraudulent behaviour of any kind, or using the Website, content and services in a way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect; i) using the Website, content and services for commercial purposes; (j) using the Website, content and services and, in particular, information of any kind obtained through the Website for any advertising purposes and, in particular, for sending, or procuring the sending of advertising, communications for direct marketing purposes or for any other commercial purpose, unsolicited or unauthorized advertising and promotional material or any form of similar solicitation, unsolicited messages or addressed to a number of people, or to sell or otherwise disclose such information without the authorisation of the addressee and SOFTONIC; (k) knowingly transmitting any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; and (l) sending, knowingly receiving, uploading, downloading, using, re-
using any material or content which does not comply with SOFTONIC content standards below.

Users are liable for damages of any kind that SOFTONIC may suffer directly or indirectly as a result of any breach of these Terms of Use or the law relating to the use of the Website.

SOFTONIC may from time to time provide interactive services on the Website, including, without limitation, chat rooms, bulletin boards, discussion forums, blogs, articles with public comments or social media platforms.

Users must read and accept these Terms of Use before contributing any information, material or content to the Website or to any interactive services associated with it.

Where SOFTONIC does provide any interactive service, SOFTONIC will provide clear information to the users about the kind of service offered, if it is moderated and what form of moderation is used, including whether it is human or technical. SOFTONIC may use, for instance, spam filters or word filters to automatically prevent the uploading or publication of, or block or delete contributions containing inappropriate words or phrases.

SOFTONIC will do its best to assess any possible risks for users from third parties when they use any interactive service provided on the Website, and SOFTONIC will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, SOFTONIC is under no obligation to oversee, monitor or moderate any interactive service provided on the Website, and SOFTONIC expressly excludes its liability for any loss or damage arising from the use of any interactive service by a user in contravention of these Terms of Use or any applicable legislation, whether the service is moderated or not.

This Website may include information and materials uploaded by other users of the Website. This information and these materials have not been verified or approved by SOFTONIC. The views expressed by other users on our site do not represent our views or values. The views expressed by users on the Website or the interactive services do not represent SOFTONIC views, values, opinions or positions and the users are responsible for their comments and for the information, material or content they publish.

Where SOFTONIC does moderate an interactive service, SOFTONIC will normally provide the user with means of contacting the moderator, should a concern or difficulty arise.

Users may also report illegal activity or information, material or content which is unlawful or violates these Terms of Use at any time via our online content complaint form available. Once the form is filled in and submitted, SOFTONIC will review and investigate the request and, if appropriate, will promptly take action.
The following content standards apply to any and all information, material or content that users contribute to the Website and to any interactive services associated with it (the "contributions"). The user must comply with the spirit and the letter of these standards, which apply to each part of any contribution as well as to its whole.

Contributions must:

1. Be accurate (where they state facts).
2. Be genuinely held (where they state opinions).
3. Comply with applicable law in Spain and in any country from which they are posted.

Contributions must not:

1. Contain any material which is defamatory of any person.
2. Contain any material which is obscene, offensive, hateful or inflammatory.
3. Contain images or videos.
4. Promote sexually explicit material.
5. Promote violence.
6. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
7. Infringe any copyright, database right or trade mark or any other right of any third party.
8. Be likely to deceive any person.
9. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
11. Be threatening, abuse or invade another’s privacy, or cause annoyance inconvenience or needless anxiety.
12. Be likely to harass, upset, embarrass, alarm or annoy any other person.
13. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
14. Give the impression that they emanate from SOFTONIC, if this is not the case.
15. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
16. Infringe any applicable law or regulation.

Failure to comply with the obligations set out in Clause 4 herein constitutes a material breach of the Terms of Use upon which users are permitted to use the Website, and may result in SOFTONIC taking all or any of the following actions:

1. Immediate, temporary or permanent withdrawal of the user's right to use the Website.
2. Immediate, temporary or permanent removal of any contribution, posting or material uploaded by the user to the Website or any interactive service associated to it.
3. Issue of a warning to the user.
4. Legal proceedings against the user for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
5. Further legal action against the user.
6. Disclosure of such information to law enforcement authorities as reasonably necessary and to the extent permitted by law.

SOFTONIC excludes liability for actions taken in response to breaches of these Terms of Use. The responses described in these Terms of Use are not limited, and SOFTONIC may take any other action which is appropriate in its best interests.

Any users’ contribution to the Website will be considered non-confidential and non-proprietary. Each user retains all of his/her ownership rights in his/her contributions, but grants SOFTONIC and other users of the Website a free of charge licence to use, store and copy those contributions and to distribute and make them available to third parties, with the widest and longest scope and duration permitted by law for the purposes of publicly display the contribution of the Website. Users expressly authorize SOFTONIC to use the contributions published, uploaded or sent by them for the promotion and marketing of the Website.

In accordance with the provisions of our Privacy Policy, SOFTONIC has the right to disclose the user’s identity to any third party who is claiming that any contribution or content posted or uploaded by such user to the Website or any interactive service constitutes a violation of their intellectual property rights, their right to privacy or any other of their rights.

Users are solely responsible for securing and backing up their content.

5.- Intellectual Property Rights

The Website and those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Users will respect the industrial and intellectual property rights of SOFTONIC and third parties at all times. Users acknowledge and agree not to have any right, title or interest over those intellectual property rights, nor have right to use, except to the extent permitted under these Terms of Use. Consequently, none of the rights or obligations conferred or assumed under this Terms of Use will be construed as an assignment or license, in whole or in part, of the industrial and intellectual property rights over the Website or any of the parts thereof, or affect the ownership thereof, unless it is expressly provided otherwise.

It is expressly prohibited to reproduce, distribute, modify, transfer, communicate or make available to the public, extract, reuse, resend and in any other manner use by any means the Website or any of the parts or elements thereof (including, but not limited to text, design, graphics, information, data, archives, sound files and/or images, logos, etc.), unless the holder of the relevant rights (either SOFTONIC or a
third party) has provided its prior written authorization or if it is permitted by law. The breach of these obligations may constitute a violation of the intellectual or industrial property rights and other applicable laws.

Users must not use any part of the information, content or material on the Website for commercial purposes without obtaining a licence to do so from SOFTONIC or its licensors.

Provided that they are not obtained or used for commercial or professional purposes but for private purposes only and in accordance with that established in the applicable legislation, users may view and obtain temporary private copies of the information, materials and content of the Website in their computer systems (hardware and software).

It is expressly prohibited to access or obtain, or attempt to access or to obtain the information, materials or content of the Website through means or procedures other than those which, if any, (i) have been made available to users or have been indicated for this purpose; or, in general, (ii) are commonly used on the Internet for this purpose, provided that they do not imply a risk of damage, mutilation or uselessness of the Website, the information, materials or content.

Each party will immediately inform the other one, through any of the contact ways referred to in these Terms of Use, of any violation of intellectual or industrial property rights they may be aware of, and shall fully cooperate in the defence of such rights.

If you use, copy or download any part of our site in breach of these Terms of Use, the user’s right to use the Website will cease immediately and the user must, at SOFTONIC’s option, return or destroy any copies of the materials the user has made.

6.- No Reliance on Information

The content on the Website is provided for general information only. It is not intended to amount to advice on which users should rely. Users must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

SOFTONIC makes no representations, warranties or guarantees, whether express or implied, that the Website or any information or content on it is accurate, complete or up-to-date or will be free from errors or omissions.

7.- Disclaimer of Warranties and Liability

Nothing in these Terms of Use excludes or limits SOFTONIC liability for death or personal injury, for gross negligence or willful misconduct, or any other liability that cannot be excluded or limited by law.
To the extent permitted by law, SOFTONIC excludes all conditions, warranties, representations or other terms which may apply to the Website or any information, content or material on it, whether express or implied.

SOFTONIC reserves the right to terminate the users’ access to the Website as well as the provision of any or all content or service provided through it at any time and without notice, for technical, security, maintenance or power failure reasons or any other reasonable cause.

Accordingly, SOFTONIC does not guarantee the reliability, availability or continuity of the Website, the content or the services, so that the use of them by users is done at their own risk, and SOFTONIC cannot be held liable for any loss or damage arising under or in connection with the use of, or inability to use the Website or services or the discontinuance or unavailability of the Website or services.

SOFTONIC will not be held liable for any interruptions to such services, delays, errors, malfunctions and, in general, any other problems that originate from causes beyond the reasonable control of SOFTONIC, and/or due to willful misconduct or fault of users and/or due to Force Majeure. Force Majeure is understood to include all those events beyond the reasonable control of SOFTONIC, such as failures of third parties, operators or service companies, acts of government, lack of access to third-party networks, acts or omissions by public authorities, those produced as a result of natural disasters, power outages, and the attack by hackers or other third parties to the security or integrity of the system. In any case, whatever their cause to the extend permitted by the applicable law, SOFTONIC shall have no liability whatsoever for any direct or indirect damages, consequential damages and/or loss of profits.

To the extent permitted by the applicable law, SOFTONIC excludes all liability for damages of any kind that may result from the lack of truthfulness, accuracy, completeness and/or timeliness of the content transmitted, stored, made available or received, obtained or accessed through the Website, nor for the content provided or offered by third parties or entities.

SOFTONIC is not responsible for the content or information collected in the Website, nor for the users’ contributions or for those opinions, comments, insights or other communications that are not issued directly by SOFTONIC.

SOFTONIC undertakes to comply with the security legal obligations and to adopt all security measures that are mandatory under applicable law. However, SOFTONIC cannot and does not warrant that internet transmissions are completely private or secure, that any information may not be read or intercepted by others, or that there will not be any viruses, other harmful elements in the content that may cause alterations in the computer systems as well as in documents or other systems stored therein. Correlatively SOFTONIC cannot accept any liability deriving there from.
SOFTONIC excludes liability for the content or contributions that users send SOFTONIC via the Website, via email or any other means, therefore, the users being liable for content or contributions sent by them. Similarly, SOFTONIC is not liable for the use that users make of the content of the Website or their passwords, and any other material contained on the Website that potentially constitutes a violation of any regulations, national or international, of the rights of intellectual property or other rights of third parties. Similarly, SOFTONIC will not be held liable for any possible security errors that may occur through the use of outdated versions of browsers, or for any consequences that may arise from malfunctions of browsers, either by improper configuration, computer virus or any other cause not directly related to SOFTONIC.

8.- Links to Third Party Sites (Outbound Links)

The Website may include technical linking devices, directories and even search tools that allow users to access other sites ("Linked Sites") solely with the purpose to facilitate the search for and access to information, content and services available on the Internet.

In the event that users consider that a Linked Site contains illegal or inappropriate content then they should promptly contact SOFTONIC via email (legal@softonic.com), indicating: (a) the name of the sender, telephone number and email address for responses; (b) a description of the facts that reveal the illegal or inappropriate nature of the Linked Site; and, (c) a confirmation that the information contained in the communication is an accurate statement. However, in no event will such a communication imply an automatic removal of such Linked Site, nor does it imply any actual knowledge by SOFTONIC of the activities and/or contents specified by the sender. SOFTONIC reserves the right to delete any link already published on the Website if the relevant Linked Site undergoes any change or when the content and/or services do not comply with the principles or provisions of these Terms of Use or with the current legislation.

In no event does the existence of Linked Sites deem the existence of agreements or any business relationship between SOFTONIC and those who run, manage, are responsible for or owners of such Linked Sites, nor the support, approval, recommendation, promotion or identification of SOFTONIC with the content or services offered by them.

SOFTONIC (i) does not assume any responsibility for the content or services of other websites, and shall not be held liable for any losses or damages caused by the unlawfulness, quality, unavailability, error or use of the content and/or services of the Linked Sites nor for any other damage that is not directly attributable to SOFTONIC except for that which may be set out herein; and (ii) does not guarantee the absence of viruses or other similar elements which may cause alterations in the users’ information systems (hardware and software), electronic documents and/or files. SOFTONIC is not responsible for the results obtained through the Linked Sites. If
users choose to visit and/or use any of the Linked Sites then they do so at their own risk and must take appropriate protective measures against viruses or other harmful elements.

9.- Links to the Website (Inbound Links)

No third party is authorised to insert links from a third party website to the Website unless with the express written consent of SOFTONIC.

The provision of such authorization and the consequent insertion of the link will in no event imply the existence of agreements or a relationship between SOFTONIC and the relevant third party or the approval by SOFTONIC of the content and services offered in the relevant website. The link to be included in the third party website shall be exactly the same as the one provided by SOFTONIC.

In the event that a third party is authorised to use the link www.softonic.com (or a specific country variant of such domain), this use will be in compliance with the intended use and limitations provided for in the consent itself. In this case, SOFTONIC may seek, at any time and without providing the reasons for the request, the removal of any link to the Website, after which the party responsible for such site should immediately proceed to the elimination of such inbound link.

10.- Privacy and Protection of Personal Data

Any personal data that users provide when using the Website or collected by SOFTONIC will be processed in accordance with our Privacy Policy and our Cookies Policy.

Users must read and accept the Privacy Policy before providing personal data to SOFTONIC. Likewise, the user’s consent will always be required before placing cookies according to our Cookies Policy.

11.- Changes to these Terms of Use and to the Website

SOFTONIC reserves the right to amend the content of these Terms of Use from time to time to reflect legal changes or changes to the Website or the contents and services offered therein. Consequently, SOFTONIC recommends that users read these conditions each time they access and use the Website to review the terms applicable at that time. In this sense, SOFTONIC offers the website service for a duration restricted to the moment in which users access and connect to the Website or to any other of service offered.

SOFTONIC may update the Website and change the content, design, presentation and/or the configuration at any time without prior notice.

12.- Applicable Law
These Terms of Use are governed by and will be construed in accordance with the laws of Spain.

These Terms of Use were last updated on April 2018

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