

Conditions attached to the Camerdata corporate information services access contract

1. PURPOSE

The purpose of these general contracting conditions is to regulate acquisition conditions on the part of the USER and supply conditions on the part of CAMERDATA, over the Internet, of information about companies contained in the CAMERDATA Spanish Business Directory.

2. CONTENT

The CAMERDATA business information systems consists of databases drawn up by CAMERDATA from sources in the public domain and databases drawn up by external information suppliers with whom CAMERDATA has signed a distribution contract.

3. INFORMATION SOURCES

CAMERDATA guarantees that the sources used in creating its products were obtained legally.

Likewise, they are protected by Legislative Royal Decree 1/1996, of 12 April, in its text added to Act 5/1998, of 6 March, incorporated to Spanish law of Directive 96/9 of the European Community on 11 March 1996, on the legal protection of databases.

4. INFORMATION QUALITY

CAMERDATA undertakes to supply all information requested with the utmost quality and accuracy possible. However, the information supplied by CAMERDATA may not coincide with that obtained by the USER through other channels. CAMERDATA provides this information as guidelines and as an additional source of information.

Should the USER provide sufficient proof, CAMERDATA will reimburse the sum of any business directory information downloaded by the USER that cannot be used because the trade name or commercial name and/or location are missing or incorrect, provided that both of the following conditions are met:

1. The percentage of records containing erroneous information is more than 10% of the total records downloaded.
2. The actions for which the information is downloaded take place in a period of no more than three months from the date when it is downloaded.

5. USE AND AVAILABILITY OF THE INFORMATION

CAMERDATA shall provide the USER with a strictly confidential password to access its databases and the USER shall be responsible for protecting this from unauthorised third parties and any misuse they may make of it.

This password will allow the USER access to make enquiries, view data on screen and download it to their computer.

The USER undertakes to use the information exactly as it is supplied, without altering the content of the information fields in the list provided.

The information provided is the property of CAMERDATA. As such, the USER shall not totally or partially supply, transfer, rent or sell the information contained in the CAMERDATA databases to a third party without the express consent of CAMERDATA. This information shall be valid for 12 months, at the end of which the USER shall destroy it. The USER shall be solely responsible for any consequences that may arise as a result of breaching this contract.

6. DATA PROTECTION

Pursuant to these general conditions, both parties undertake to respect the legislation in force on personal data protection.

Specifically, CAMERDATA as title holder, is responsible for the SBD before any administrative or judicial bodies. Nonetheless, all information contained in the SBD relates only to the commercial aspect of trading companies and individual businesses, and falls outside the legislation on data protection, pursuant to article 2 of the Regulations for Implementation of Law 15/1999 of 13 December.

Any use made by the USER of the information supplied must always include the following mandatory statement:

“the list of business addresses used for this advertising campaign was drawn up by Camerdata, S.A. (Av. Diagonal, 452, 3ª planta, 08006 Barcelona, Telephone 902 21 42 21, informacion@camerdata.es), a body linked to the Chambers of Commerce and responsible for the Spanish Business Directory. These are excluded from the scope of this law, pursuant to article 2 of the Implementing Regulations of Law 15/1999 of 13 December on Personal Data Protection, Notwithstanding this, you can request information on the source of your details, request that it be rectified or cancelled, and object to the use to be made of it.”

In the event of the information supplied relating to individual businesses, the USER shall state their business activity codes on its labels or packages, which appear on the list supplied, in order to show that we are contacting them as traders (e.g. Business Activity 1, 7).

The USER undertakes to use such information solely and exclusively to promote products or services directly related to the sector of activity to which the activities with which it is supplied belong. The USER shall not use such information for purposes other than those stated above.

Should the USER fail to comply with this legislation, he shall refrain from receiving the information or other related services, pursuant to national legislation on this matter.

7. MODIFICATIONS

CAMERDATA reserves the right to modify the systematisation of the data supplied and the technical characteristics for its access and transmission.

Likewise, it reserves the right to interrupt the service partially or totally due to technical changes or failures.

8. RESPONSIBILITIES

The user exempts CAMERDATA from all responsibility in damages caused to third parties due to misuse of the information obtained.

As a result, the USER accepts all obligations entailed herein, responding to any type of claim made by a third party without passing on to CAMERDATA any amount incurred by these responsibilities.

9. USE LIMITATION

For security reasons and technical factors, CAMERDATA may at all times limit the amount of records for view or downloading; alter the maximum credit limit set by default at €900 when registered as a "customer user" and at €10 for "guest user"; and the frequency with which this credit is issued, which is monthly for "customer users" and single issue for the "guest users".

10. FINANCIAL CONDITIONS, TAXES AND PAYMENT METHOD

The USER shall pay CAMERDATA a monthly fee of €10 for access, provided that the registration option chosen is "customer user".

This fee will be paid by the user even when no purchases are made, with 3 months minimum subscription.

Payment of this amount entitles the user to obtain the services stated on the website portal for this registration option.

CAMERDATA shall issue an invoice at the end of every month and shall present an invoice at the USER's bank at the end of the following month for the fixed monthly access fee and the services rendered corresponding to purchases, during that month. It is incumbent upon the USER, who holds the contract, to make these monthly payments.

If payment is not made within fifteen days of the invoice being issued, CAMERDATA reserves the right to suspend the supply of information and to terminate the contract. Likewise, any expenses incurred by non-payment of the invoice shall be met by the contract holder.

Payment of the monthly fee, and the cost of the information supplied, may also be made by credit card provided that the user informs CAMERDATA of the card number and expiry date.

USERS who register as "Guest user" shall not be subject to a monthly fee and must pay for information upon request.

CAMERDATA shall notify the USER of any modifications to rates or payment methods either in writing or on the computer screen as a warning message.

All prices stated herein are exclusive of all types of tax. Therefore, any taxes applicable to them on the day that the invoice is issued must be duly added.

11. AUTHORISATION

The USER authorises CAMERDATA to use his postal and electronic addresses in order to provide commercial information and relevant advertising as efficiently as possible.

Should the USER wish to CANCEL such authorisation he must write to: informacion@camerdata.es with the subject "postal and/or – email – cancellation", replacing "email" with the e-mail address to be cancelled.

If for whatever reason the USER decides NOT TO TAKE ANY ACTION, his postal and electronic address shall remain in our database, on the understanding that he accepts the terms and conditions stated therein.

The USER may access, rectify or cancel his personal data at any time by sending a request to informacion@camerdata.es.

12. TERMINATION

Both the USER and CAMERDATA may terminate this commercial relation at any time by providing 30 days' written notice, as of which time both parties must settle any outstanding debts with each other.

Notwithstanding the above, a breach of any of these clauses shall result in automatic termination of the contract.

13. ARBITRATION

In the event of any dispute regarding the interpretation or application of this contract, both parties agree to relinquish their own jurisdiction and be bound to the decision made on the issue or dispute by ARBITEC, the Spanish Association of Technological Arbitration, to whom they entrust administration of the arbitration and appointment of the arbitrators.