

TERMS AND CONDITIONS OF USE OF THE APPLICATION

These Terms and Conditions govern the downloading, access and use of the mobile application (hereinafter the “APPLICATION”), which CONSEJO DE LA JUVENTUD DE CASTILLA Y LEON makes available to users.

This version of the APPLICATION is available free of charge.

Accessing the APPLICATION implies that the user acknowledges that they have accepted and consented without reservation to these conditions of use.

1. PURPOSE

The purpose of the APPLICATION is to increase knowledge of the European heritage and encourage tourism by playing a virtual gymkhana as an educational game.

Some of the collectives that may benefit from this project are multidisabled visually impaired (MDVI) young people, people with reduced mobility, or hearing impairment. The design and development of this APPLICATION has involved professional specialists as well as a group of users who participated in the trial period.

The APPLICATION is made available to users for their personal (never business) use.

It works on an Android device, from SDK 22 but the target version is 28, OpenGL ES 3.1 version or higher.

Minimum available free space in the device is 300 MB.

Android application has been tested on, but not limited to: Samsung Galaxy Tab S5e, Redmi Note 8, Samsung Galaxy 8, Samsung Galaxy Tab A, Huawei P8 Lite.

2. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The intellectual and industrial property rights on the APPLICATION are owned by CONSEJO DE LA JUVENTUD DE CASTILLA Y LEON, corresponding to the exclusive exercise of the rights of use by them in any form and, in particular, the rights of reproduction, distribution, communication to the public and change.

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The user acknowledges that the reproduction, modification, distribution, commercialisation, decompiling, disassembly, reverse engineering or any other means to obtain the source code, transformation or publication of any unauthorised reference test results of any of the elements and utilities integrated within the sequence of operations constitutes a breach of intellectual property rights of CONSEJO DE LA JUVENTUD DE CASTILLA Y LEON, and therefore commits to refraining from carrying out any of the aforementioned actions.

3. PRIVACY POLICY

The APPLICATION will use Google Analytics as a tool to know its usage and interaction trends. CONSEJO DE LA JUVENTUD DE CASTILLA Y LEON may use the personal information that you provide to us in a dissociated way (without personal identification) for internal purposes, such as statistical preparation. The APPLICATION may collect, store or compile certain non-personal information regarding its use.

Google Analytics is governed by Google® General Terms and Conditions <http://www.google.com/analytics/terms/es.html> and Google® Privacy Policy <https://www.google.es/intl/es/policies/privacy/>.

To deactivate Google Analytics:

<https://support.google.com/analytics/answer/1009696?hl=en>

There will not be data collection other than the mentioned before.

CONSEJO DE LA JUVENTUD DE CASTILLA Y LEON reserves the right to make modifications and updates to the APPLICATION at any time and without prior notice. Likewise, it also reserves the right to modify these Terms and Conditions in order to adapt them to possible new legislation and changes in the APPLICATION itself, as well as to those that may be derived from existing codes of conduct in this area or for strategic or corporate reasons.

4. LIABILITY DISCLAIMER

CONSEJO DE LA JUVENTUD DE CASTILLA Y LEON reserves the right to edit, update, modify, suspend, delete or terminate the services offered by the Application, including all or part of its content, without prior notice, and to modify the form or type of access to it.

The possible causes of modification may take for reasons such as adaptation to possible legislative changes and changes in the Application itself, as well as those that may derive from existing codes of conduct in the field, or for strategic or corporate reasons.

CONSEJO DE LA JUVENTUD DE CASTILLA Y LEON shall not be liable for the use of the APPLICATION by a minor. The downloading and use of the APPLICATION is the sole responsibility of the user.

The APPLICATION is provided “as is” without warranty of any kind. CONSEJO DE LA JUVENTUD DE CASTILLA Y LEON is not responsible for the final quality of the APPLICATION or for it serving and fulfilling all the APPLICATION® purposes.

Notwithstanding the foregoing, CONSEJO DE LA JUVENTUD DE CASTILLA Y LEON undertakes to contribute to improving the quality of the APPLICATION to the best of its ability, but cannot guarantee the accuracy or timeliness of the content thereof.

The responsibility for using the APPLICATION rests solely with the user. Except for that which is set forth in these Terms and Conditions, CONSEJO DE LA JUVENTUD DE CASTILLA Y LEON is not liable for any loss or damage arising in connection with the download or use of the APPLICATION, such as that resulting from failures, breakdowns or blockages in the operation of the APPLICATION (e.g., but not limited to: error in the communications lines, defects in the APPLICATION hardware or software or failures in the Internet network). Similarly, CONSEJO DE LA JUVENTUD DE CASTILLA Y LEON shall not be liable for any damages resulting from improper or inappropriate use of the APPLICATION by users.

5. LEGISLATION AND JURISDICTION

The user accepts that governing law and the competent Courts and Tribunals that will hear differences in the interpretation or application of this clause are the Spanish courts and tribunals, and expressly waive any other jurisdiction, that is the courts and tribunals closest to the city of Palencia.