

This translation is presented only as a convenience. The Spanish version takes precedence over a potential conflict between the translation and the Spanish version.

## **LEGAL ADVICE & GENERAL TERMS**

**Last updated: May 18, 2012**

### **1. LEGAL ADVICE: OWNERSHIP**

The platform [www.friendlyhostfamily.com](http://www.friendlyhostfamily.com) and all services provided on it are owned and managed by MARAFREDO S.L., located in Las Palmas de Gran Canaria, Canary Islands at Fuerteventura, 6, 35008, and tax ID B76100114, hereinafter ***Friendly Host Family***.

### **2. GENERAL TERMS**

#### **2.1. SCOPE**

***Friendly Host Family*** is a social platform that connects people worldwide, solely focusing on practicing and improving the level of any language through the best and simplest way ever: Sharing real experiences, using three different categories, these being: Host-sharing, Erasmus or Au-pairs.

By registering, you acknowledge that you have read, understood and accepted these terms and conditions, and that they have an equal value to a signed contract. MARAFREDO S.L. reserves the right to change, modify, add or delete the contents of these terms and conditions at any time without notice. The changes will be published in this section and the date of the last update or modification will be posted above. By availing of the services shown on this website by users it will constitute the acceptance of any change posted in this section.

Users explicitly declare to have the required legal age in accordance with applicable law and Spanish law to display that content; the access and use are forbidden to those under age.

Also, ***Friendly Host Family*** may authorize third parties or partners to advertise their products and services. In these cases, ***Friendly Host Family*** will not be responsible for establishing the terms and conditions in the use of such products and services by third parties, and therefore cannot be held responsible for them.

Users will be solely responsible for their photos, profiles (including name, image and likeness), messages, notes, texts, information, music, videos, advertising, and any other content that may be uploaded, posted or displayed (hereinafter "Post") on the website, or sent or shared with other users (collectively the "User Content"). It is forbidden to post, send or share the User Content on the website of any other user or content of which you do not have permission to publish.

It must be understood and agreed that MARAFREDO S.L. may, but is not obligated to, review the site and may delete or remove (without notice) any site content or user content at its sole discretion, for any reason. MARAFREDO S.L. also reserves the right to cancel any membership without refund if the terms and conditions are not met and members do not use the site in the spirit for which it was created.

The website has a space reserved for registered users which can be accessed when the registration procedure has been concluded. Access is only permitted to registered users. Registration allows you to access the information of other registered users and the information given on your application is a way for introducing yourself to current users.

Users must always notify ***Friendly Host Family*** of any modification of the data provided in order to ensure the veracity and accuracy of the information provided at any time. ***Friendly Host Family*** diligently endeavor to check the veracity of the data and reserves the right to deny registration, unsubscribe a user or carry out any other necessary action should the data given by

the user be false or incomplete. However, such verification will not imply any assumption of liability for damages arising from the falsity or inaccuracy of the data provided by the user.

## **2.2. PAYMENTS**

Non registered users can access *Friendly Host Family* for free, but some payment services are required for joining our community. Before hiring any of these services, we will request the user acceptance to payment terms and privacy policy.

## **2.3. DISCLAIMER**

Registered users will be solely responsible for the use, communication, relationships and contracts made with other users. MARAFREDO S.L. is not responsible for the misuse of our platform [www.friendlyhostfamily.com](http://www.friendlyhostfamily.com) by users, as the sole purpose of our website is to provide a means of communication and contact between users.

MARAFREDO S.L. is not responsible in any way for any User or third party Content, software or other data posted on this website or for links posted to other websites. Nor is it responsible for any of the programming or equipment associated with or utilized on the website or for its services. The use of computer software or crawlers to extract information from *Friendly Host Family* to obtain email contacts or similar is forbidden. This means you cannot use our website to send spam or promote any other website in any way without permission.

Although we provide rules for user conduct and publications, we are not responsible for what users post, send, or share on the website, or for any offensive, inappropriate, obscene or illegal behavior. The company is not responsible for the conduct, whether online or offline, of any user of this site or its services. MARAFREDO S.L. accepts no liability and will not be held responsible in any way for work related incidents involving users, under any circumstances. The company is not responsible if users breach current legislation, good faith customs and public order in content from other sites to which users can access through a hyperlink from this site.

## **3. INTELLECTUAL PROPERTY**

All intellectual property rights on the site [www.friendlyhostfamily.com](http://www.friendlyhostfamily.com) are owned by MARAFREDO S.L., and also protected by the Spanish, European Union and International laws. As well as the original content included on it.

Users declare and agree that (i) they are entitled to access and use this site freely, that (ii) the information provided does not infringe any intellectual property right, trademark, patent, trade secret or any other third party right, that (iii) such information is not confidential and that (iv) such information is not harmful to others.

All rights are reserved by MARAFREDO S.L. You are not permitted to copy any part of this website, in any way, without express written permission from MARAFREDO S.L.

## **4. LEGAL DISPUTES**

This agreement shall be governed in all respects by the Spanish laws. You agree that any claim or dispute you may have against *Friendly Host Family* must be resolved exclusively by the courts located in Las Palmas de Gran Canaria.