**Legal Notice**

**GENERAL CONDITIONS OF USE**

CURIA GENERALIZIA AGOSTINIANA- (OSA) is the owner of the portal [www.theaugustinians.com](http://www.theaugustinians.com)

1. **Introduction**

This website is the property of the *Curia Generalizia Agostiniana*. By virtue of compliance with Art. 10 of Law 34/2002, of Information Society Services, we inform you that the owner of this website is the *Curia Generalizia Agostiniana*.

**2. Conditions of access**

Access to this website implies the expressed acceptance of the User to these General and Specific Conditions of Use, which may be modified or replaced by the owner at any time and without prior notice.

The user agrees to use the portal and its services and contents without violating current legislation, good faith and public order.

The user agrees not to use the content of the website for illegal purposes, contrary to what is established in this Legal Notice. The rights and interests of third parties will not be harmed, nor will actions be carried out that in any way may damage, disable, overload, or deteriorate the website.

Likewise, the Curia Generalizia Agostiniana reserves the right to prevent users from accessing the website in the event of non-compliance or violation of these obligations, as well as the rest of the general conditions or the Law.

The use by the user of the contents and services of the portal for all types of commercial and advertising purposes is expressly prohibited.

The Curia Generalizia Agostiniana is not responsible in any case for any type of information, communication, etc., that has its origin in the user or any third person or entity and that is disseminated, transmitted or displayed through the Portal.

The Curia Generalizia Agostiniana reserves the right to make, at any time and without prior notice, modifications and updates to the information contained on the website, its configuration and presentation, and the general conditions of access.

1. **Use of Cookies**

The Curia Generalizia Agostiniana uses automatic procedures for the collection of information to maintain a registry of the users who visit the web. To review our cookie policy, you can go to: [www.theaugustinians.com](http://www.theaugustinians.com)

1. **Intellectual and industrial property**

The User acknowledges that all the contents of the web and, specifically, of all the information and materials, the structure, selection, arrangement and provision of its contents, programs and development of applications used in relation to them, are protected by rights of Intellectual and industrial property owned by the owner of the website or, where appropriate, by third parties.

In no case will access to them or their use by the User imply any type of waiver, transmission or total or partial transfer of said rights, nor does it confer any right of use, alteration, exploitation, reproduction, distribution or public communication of said rights of its contents without the prior and expressed authorization specifically granted for this purpose by the Curia Generalizia Agostiniana or the third party owner of the affected rights.

The Curia Generalizia Agostiniana is the owner of the elements that make up the graphic design of its website, the menus, navigation buttons, the code, the texts, images, textures, graphics and any other content of the website or, in other cases, has the corresponding authorization for the use of said elements.

All trademarks, trade names or distinctive symbols shown on this page are the property of the Curia Generalizia Agostiniana and / or third party companies. It is forbidden to use or download them permanently, copy them or distribute them by any means without the mandatory consent of their owner.

In the event that any User or third party considers that any of the content has been entered on the web in violation of their Intellectual or Industrial Property rights, they must send a notification to the Curia Generalizia Agostiniana identifying themselves and the owner of the Intellectual or industrial property rights allegedly infringed, providing title or accreditation of the representation of the aforementioned rights.

Applicable legislation

1. These conditions will be governed by the provisions of Italian law. To resolve any issue that may arise regarding the interpretation and execution of these conditions, both parties expressly agree, and waiving any other jurisdiction that may correspond, to submit to the jurisdiction of the Courts and Tribunals of Rome.

2. USERS: Access and / or use of the OSA portals attributes the condition of USER, who accepts, from said access and / or use, the General Conditions of Use listed here. The aforementioned Conditions will be applicable regardless of the General Contracting Conditions that in their case are mandatory.

3. USE OF THE PORTAL: The OSA portal provides access to a multitude of information, services, programs or data (hereinafter, “the contents”) on the internet belonging to OSA or its licensors to which the USER may have access.

The USER assumes responsibility for the use of the PORTAL. This responsibility extends to the registration and sending of data that is necessary to access certain services or content. In said registration, the USER will be responsible for providing truthful and lawful information. As a consequence of this registration, the USER can be provided with a password for which he will be responsible, committing himself to make diligent and confidential use of it.

The USER undertakes to make appropriate use of the contents and services (such as newsletter services, contact form, purchase of books ...) that OSA offers through its portal and with an enunciative but not limiting character, not to use them for:

1. engage in illegal activities, illegal or contrary to good faith and public order;

2. Disseminate content or propaganda of a racist, xenophobic, pornographic-illegal nature, advocating terrorism or violating human rights;

3. cause damage to the physical and logical systems of OSA, its suppliers or third parties, introduce or spread computer viruses or any other physical or logical systems that are likely to cause the aforementioned damage;

4. try to access and, where appropriate, use the email accounts of other users and modify or manipulate their messages.

OSA reserves the right to withdraw all comments and contributions that violate respect for the dignity of the person, that are discriminatory, xenophobic, racist, pornographic, that threaten youth or childhood, order or public safety or that , in its opinion, will not be suitable for publication.

In any case, OSA will not be responsible for the opinions expressed by users through forums, chats, or other participation tools.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY: OSA by itself or as assignee, is the owner of all the intellectual and industrial property rights of its portal, as well as the elements contained therein (by way of example, images, sound, audio, video, software or texts, trademarks or logos, color combinations, structure and design, selection of materials used, computer programs necessary for its operation, access and use, etc ...), owned by OSA or its licensors.

All rights reserved. By virtue of the provisions of articles 8 and 32.1, second paragraph, of the Intellectual Property Law, the reproduction, distribution and public communication, including the method of making them available, of all or part of the contents of this website, for commercial purposes, in any medium and by any technical means, without the authorization of OSA. The USER undertakes to respect the Intellectual and Industrial Property rights owned by OSA. You can view the elements of the portal and even print, copy and store them on your computer's hard drive or on any other physical medium as long as it is solely and exclusively for your personal and private use. The USER must refrain from deleting, altering, evading or manipulating any protection device or security system that was installed on the OSA pages.

5. EXCLUSION OF GUARANTEES AND LIABILITY: OSA is not responsible, in any case, for damages of any kind that may cause, by way of example: errors or omissions in the contents, lack of availability of the portal or the transmission of viruses or malicious or harmful programs in the contents, despite having adopted all the necessary technological measures to avoid it.

6. MODIFICATIONS: OSA reserves the right to make the modifications it deems appropriate in its portal without prior notice, being able to change, delete or add both the content and services provided through it and the way in which they appear presented or located on their portal.

7. LINKS: In the event that the portal contains links or hyperlinks to other Internet sites, OSA will not exercise any type of control over said sites and content. In no case will OSA assume any responsibility for the contents of any link belonging to a third-party website, nor will it guarantee the technical availability, quality, reliability, accuracy, breadth, veracity, validity and constitutionality of any material or information contained in any of said hyperlinks or other internet sites. Likewise, the inclusion of these external connections will not imply any type of association, merger or participation with the connected entities.

8. RIGHT OF EXCLUSION: OSA reserves the right to deny or withdraw access to its portal and / or the services offered without prior notice, at its own request or by a third party, to those users who fail to comply with these General Conditions of Use.

9. GENERALITIES: OSA will pursue the breach of these conditions as well as any improper use of its portal by exercising all civil and criminal actions that may correspond to it by law.

10. MODIFICATION OF THE PRESENT CONDITIONS AND DURATION: OSA may modify at any time the conditions determined here, being duly published as they appear here. The validity of the aforementioned conditions will depend on their exposure and will be in force until they are modified by others duly published.

11. APPLICABLE LEGISLATION AND JURISDICTION: The relationship between OSA and the USER will be governed by current Italian regulations and any dispute will be submitted to the Courts and Tribunals of the city of Rome (Italy).