

# User Terms and Conditions

The following terms and conditions (**Terms and Conditions**) govern your use of this web site, and any content made available from or through the WP Conference web site (**Site**), including but not limited to:

The Site is owned and operated by WidgiLabs, Lda. (**WidgiLabs** or **we** or **us**).

Your use of, and access to, the Site indicates your acceptance of these Terms and Conditions.

## 1. Membership

You need not be a member of the Site to access the Site or use the content or services. However, access to some areas of the Site and some content and services may also be restricted to members only. On becoming a member, you will be required to enter into a separate Membership Agreement.

## 2. Proprietary Rights

Your use of the Site does not grant to you any ownership or interest in any content, code, data or materials you may access on or through the Site or any intellectual property rights subsisting any content, code, data or materials you may access on or through the Site.

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Your use of the Site does not grant to you any ownership or interest in any content, code, data or materials you may access on or through the Site or any intellectual property rights subsisting any content, code, data or materials you may access on or through the Site.

If you make other use of the Site, or the Products, content, code, data or materials on the Site or available through the Site, except as otherwise provided above, you will violate copyright and other laws of Portugal, other countries, as well as applicable state laws and may be subject to liability for such unauthorised use.

## 3. Copyright Agent

We respect the intellectual property rights of others, and require that those people who use the Site, or the services or features made available on or through the Site, do the same.

If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to WidgiLabs:

1. your address, telephone number, and email address;
2. a description of where the alleged infringing material is located;
3. a description of the copyrighted work that you claim has been infringed; and
4. a statement by you, that you warrant that the above information in your notice is accurate and that you are the copyright owner or are authorised to act on the copyright owner's behalf.

## 4. Trade Marks

The trade marks, logos, service marks and trade names (collectively the **Trade Marks**) displayed on the Site, or on content available through the Site, are registered and unregistered Trade Marks of WidgiLabs and others.

Nothing contained on the Site should be construed as granting expressly or by implication any license or

right to use any Trademark displayed on the Site without the written permission of WidgiLabs or the third party that may own the applicable Trademark.

## 5. Changes to Terms of and Conditions

WidgiLabs may, at its sole discretion, revise or change these Terms and Conditions (in whole or in part) from time to time and at any time without notice to you.

Changes in the Terms and Conditions will be effective when posted by us on the Site.

Your continued use of the Site and/or the services made available on or through the Site after any changes to the Terms and Conditions are posted will be considered acceptance of those changes.

## 6. User Information

In the course of your use of the Site and/or the content or services made available on, or through, the Site, you may be asked to provide certain personalised information to us (**User Information**). WidgiLabs's information collection and use policies with respect to the privacy of such User Information are set out in the Site's Privacy Policy.

You are solely responsible for the accuracy and content of User Information.

## 7. Linking to the Site

You agree that if you include a link from any other web site to the Site, such link must link to the full version of an HTML formatted page of the Site.

You are not permitted to link directly to any image hosted on the Site or our services, such as using an "in-line" linking method to cause the image hosted by us to be displayed on another web site.

You agree not to download or use images hosted on the Site on another web site, for any purpose, including, without limitation, posting such images on another web site.

You agree not to link from any other web site to the Site in any manner such that the Site, or any page of the Site, is "framed," surrounded or obfuscated by any third party content, materials or branding.

We reserve our right to insist that any link to the Site be discontinued, and to revoke your right to link to the Site from any other web site at any time upon written notice to you.

## 8. Third Party Site

You may be able to move from the Site to third party web Site (**Linked Site**).

You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Site, even if they are owned or run by affiliates of ours.

The inclusion of any link to such web Site on our Site does not imply WidgiLabs's endorsement, sponsorship, or recommendation of that web site.

WidgiLabs disclaims any liability for links to another web site.

## 9. Disclaimer

The Trade Practices Act and similar state and territory legislation in Portugal may confer rights and remedies on you in relation to the provision goods or services on the Site which cannot be excluded, restricted or modified by WidgiLabs (**Non-excludable Rights**).

WidgiLabs does not exclude any Non-excludable Rights but does exclude all other conditions and warranties implied by custom, law or statute.

Except as provided for by the Non-excludable Rights:

1. all content and services on the Site is provided "as is" and without warranties of any kind, either express or implied;

2. WidgiLabs and its suppliers expressly disclaim all warranties of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose;
3. WidgiLabs does not warrant that the functions contained in any content or your access to the Site will be uninterrupted or error-free, that any defects will be corrected or that the Site or the server which stores and transmits content to you are free of viruses or any other harmful components; and
4. WidgiLabs does not warrant or make any representation regarding your access to, or the results of your access to, the Site (including any related or linked web Site) or any content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise.

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To the fullest extent permitted by law, WidgiLabs's liability for breach of any implied warranty or condition which cannot be excluded is limited at the option of WidgiLabs to the following:

1. in the case of services supplied or offered by WidgiLabs:
  - a. the supply of the services again;
  - b. the payment of the cost of having services supplied again; and
2. in the case of goods supplied or offered by us:
  - a. the replacement of the goods or the supply of equivalent goods; or
  - b. the payment of the cost of replacing the goods or acquiring equivalent goods.

## **10. Applicable Laws**

We control and operate the Site from our offices in Portugal in accordance with the laws of Portugal. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.