

Legal Notice

The ownership of the website www.deejayup.com and the application for mobile devices TM corresponds to the company DEEJAY UP CONNECTILY, S.L., registered in the Mercantile Registry of Madrid sheet M-715207, page 211, volume 40255, General Companies Section, with NIF B01714153. With registered office in 28001 Madrid (Spain) and e-mail address info@deejayup.com, hereinafter designated as Deejay Up or as the Service.

The elements of the web site and mobile application, including designs, brands, text, images, and source code, are protected by intellectual and industrial property rights of international. None of them, jointly or individually, may be reproduced, distributed, publicly communicated, or transformed in any way without the explicit permission of their headline.

The use of the website and mobile application is the sole responsibility of its visitors. Deejay Up does not guarantee the absence of viruses, errors, service interruptions, or disconnections, and consequently, it does not assume any responsibility for these events.

The website and/or the mobile application may contain links to other websites and/or applications managed by third parties, over which the owner has no control. The owner is not responsible for the content or status of these websites and applications, so access to them is under the exclusive responsibility of the user.

Terms of use

These Terms of Use ("Terms of Use") govern the use of the www.deejayup.com website and the TM mobile application (hereinafter jointly referred to as "the Service").

Registering online as a user of the Service implies full acceptance of these Terms of Use. Please read this document carefully before registering as a user of the Service. If you do not agree to all or part of these Terms of Use, you must refrain from registering as a user and using the Service.

Denominations, a) Individual Users: this group includes all-natural and legal persons other than DJ's professionals. b) Professional Users: They belong to this group all the people who dedicate their professional activity to work as a DJ.

1. Functionalities of the service

The platform allows professional users to offer their services, which are shown to individual users as results of a filtered search. Individual users can contact directly the professional users whose services they interest, evaluate them, and make comments related to them and carry out. The DJ must be contracted directly and this must be done within the application.

2. Display service

The use of the Service is free for all private users.

For professional users, the service has the cost specified in the Service. Once the payment of the annual fee has been confirmed, through the accepted methods of payment through the platform, the services of professional users, with their profiles, will be positioned during the relevant period according to the results of the searches performed by the private users, increasing their contact options.

The preferential viewing service is periodically renewed once contracted until its cancellation by the professional user. Users can deactivate this service through the user interface or by contacting DeeJay Up through the means indicated in the Service. To the extent that the preferential display service is provided immediately upon request and payment, professional users recognize who lose their right to withdraw from such a request and to demand reimbursement of the fees already paid for.

Professional users accept that after the cancellation of their account, requested by them or agreed by DeeJay Up with cause in its non-compliance with these Terms of Use, DeeJay UP is not obliged to indemnify them for any reason, including full or partial reimbursement of the cost of the service, part of the last annual installment paid for the days of the year not yet elapsed.

3. User registration

Registration as a professional or private user of the Service, required to use and navigate in the application TM DeeJay Up, will be formalized by filling out the corresponding registration in the application TM, and the acceptance of these **Terms of Use**.

The user declares that the data provided in the form are true and accurate, and undertakes to update them immediately in the event of any changes. In the case of professional users, the data provided in the register must be validated by the staff of DeeJay Up before making use of the exclusive functionalities for professionals. In any case, such data will be kept and used in accordance with the Privacy Policy of the Service holder.

The user additionally declares that: (I) Has read, understands and accepts these Terms of Use, and undertakes to comply with the obligations provided for therein; (II) is adult and has the full legal capacity or is a minor with the express permission of his guardian ; (III) has, as a professional, all the necessary permits, authorizations and licenses to develop the offered activity; and (IV) is fully aware of its legal obligations.

4. Access data

During the registration process, the user must choose a username and password for identification in future accesses to the Service. The user is the only responsible for the custody of the access data, so he assumes full responsibility for the consequences of the use, even in case of loss or misplacement. In these cases, or in any other cases that could compromise the privacy of the access data, the user must contact immediately with DeeJay Up and get new ones.

5. License

Subject to the User compliance with these Terms of Use, DeeJay Up grants the user and grants a non-exclusive, revocable and non-transferable right to access and use the Service for recruitment purposes in the case of professional users or consultation in the case of private users.

Reprinting, publication, distribution, assignment, sublicensing, sale, reproduction electronic, or other means, in whole or in part, of any element, image, text, graphic, or computer code appearing on the website or application is expressly prohibited to the user.

6. Rules for using the Service

The user agrees to use the Service in accordance with these [Terms of Use](#) and not use it to carry out activities that constitute a crime, that violates the rights of third parties or in general, that infringes any rule of the applicable legal system.

6.1. User content

The user undertakes not to transmit, introduce, disseminate or make available to third parties, any kind of material and information (products, objects, data, contents, messages, drawings, sound and image files, photographs, software, etc.) that are contrary to the law, the morals, public order and these Terms of Use. In this sense, by way of illustration and in no case limited or exclusive, the user agrees to:

- Not to disseminate, transmit or make available to third parties any type of information, element or content that infringes fundamental rights and freedoms constitutionally recognized publicly, in particular contents or propaganda of racist, xenophobic, pornographic or advocacy of terrorism.
- Not to disseminate, transmit, or make available to third parties any type of information, element, or content that constitutes a violation of the secrecy of communications and personal data legislation.
- Not to disseminate, transmit, or make available to third parties any type of information, item, or content that infringes upon property rights intellectual and industrial property, patents, trademarks, or copyright of third parties.

DeeJay UP reserves the right to remove any content published by the user who, in its sole discretion, violates any of the above guidelines, without such action entails the right to any compensation in favor of the user.

6.2. Publication of services

In relation to professional services and the above mentioned, the user must respect the following guidelines:

- Profile advertising should not mislead or confuse people about their characteristics and conditions, and in general, must be in accordance with consumer protection.
- It is not allowed to disseminate, transmit or make available to third parties any kind of information, item or content constituting unlawful advertising or competition

Deejay Up reserves the right to remove any profile posted by the user who, at his discretion, violates any of the above guidelines, without such action entails the right to any compensation in favor of the user.

6.3. Publication of ratings

Through the Service, individual users have the option to rate, give their opinion, and publish comments on the services offered by professional users. In no case Deejay Up is responsible for the opinions or comments made by the user, being obliged the latter not to publish comments or actions: (I) defamatory, inaccurate, false, abusive, insulting, obscene, irreverent, offensive, insulting, tacit or expressly sexual, threatening, harassing, racist, sexist, discriminatory on any grounds, attempting against morality, public order, fundamental rights, public freedoms, honor, the privacy or image of third parties and, in general, the regulations in force, and/or illegal or infringe the rights of third parties (II) Spammers, SPAM, messages with the purpose of unsolicited, false, misleading, or promotional activities, illegal or rude, threatening, obscene, defamatory or libelous conduct; (III) providing practical information on illegal activities; (IV) involving any activity advertising or commercial, even if there is no monetary consideration; (V) containing personal data on third parties that require the consent of the owner of the rights.

The user will be directly liable to any third party for any damages and prejudice that may be caused as a result of the failure to comply with such obligations, and will also be liable to Deejay Up for claims or files in who might be involved for the same reason.

Notwithstanding the above, Deejay Up reserves the right to moderate the ratings submitted by users so that they are written in an appropriate language, as well as the right to edit or delete comments and ratings on which the user has indications or evidence that they do not meet the above conditions.

6.4. Technical Obligations

In addition to the above limitations, the user agrees that UNDER NO CIRCUMSTANCES:

- Will make improper use of the Deejay Up technical service, understanding also as such the sending of false abuse reports.
- Will use fraudulent accounts, cheats, exploits, automation software, bots, hacks, mods, or any other unauthorized third-party software designed to modify or interfere with the Service.
- Will use the Service to design or assist in the design of cheats, exploits, software automation, bots, hacks, mods or any other unauthorized third-party software and designed to modify or interfere with the Service.
- Modify or cause to be modified files that are part of the Service without express written permission from Deejay Up.
- Interrupt, overload, or assist in the interruption or overloading of (I) any computer or server that provides or supports the Service (each of them as "Server"); or (II) the enjoyment of the Service by third parties.
- Will set up, assist or engage in any type of attack, including, but not limited to distribution of viruses, denial-of-service attacks, or other attempts to disrupt the Service or the use and enjoyment of the Service by others.
- Will not interfere or attempt to interfere with the proper working of the Service, nor will the member or use the Service, in whole or in part, in any manner other than expressly authorized by these Terms of Use.

- Will not intercept, examine or otherwise observe any private communications that are used by a client, a server, or the Service, either through the use of a network analyzer, a packet analyzer (packet sniffer) or any other program.
- Will not make any automated use of the system or take any action that or may, in Workuu's sole discretion, result in disproportionate saturation or unacceptable infrastructure.
- No robot exclusion standard or other measures that may restrict the access the Service, nor will use any software, technology, or device that sends content or messages or inspect web pages for the extraction and manipulation of data (web scraping, web spiders, or web crawler).
- Will use, facilitate, create or maintain any unauthorized connection to the Service, including, but not limited to: (1) any connection to an unauthorized server that mimics or attempts imitate any part of the Service; or (2) any connection that makes use of programs, tools or software owned by the user not expressly approved by DeeJay Up.
- Will reverse engineer, decompile, disassemble, decode, or otherwise mode, will attempt to obtain the source code of any software or other property intellectual property used to provide the Service or to obtain information from the Service, by methods not expressly permitted by DeeJay Up.
- Will upload or transmit, or attempt to upload or transmit, without the express consent of DeeJay Up, no software that acts as a passive or active collection mechanism or transmission of information, including, but not limited to, clear images in graphic exchange format (GIFs), 1x1 images, web bugs, cookies or any other similar software (sometimes referred to as "spyware", "passive collection mechanisms" or "MPR").
- Will attempt to obtain unauthorized access to the Service, to third-party accounts, or computers, servers, or networks connected to the Service by other means than the user interface provided by DeeJay Up, including, but not limited to, circumvention or manipulation, or attempted circumvention or manipulation, as well as encouraging or assisting third parties in the circumvention or modification, of any type of security, technology device or software that is part of the Service.
- Copy, modify, or distribute copyrighted content included in the Service.
- Shall not engage in any activity that, in the sole judgment of DeeJay Up, conflicts with the spirit or intent of these Terms of Use, including, but not limited to the circumvention or manipulation of them.
- Will use the Service in violation or promoting the violation of laws or applicable regulations.

7.Exclusion of Users

DeeJay Up keeps the right to prevent access to the Service, either temporarily or any user who violates, or is suspected of violating, any of the following of the rules outlined in these Terms of Use. The suspension or cancellation of the account agreed by DeeJay Up based on the foregoing shall not entail any right to any compensation.

8.Responsibility

DeeJay is not an intermediary between the users of the Service, so it does not assume any responsibility for their use, including any inaccuracies or misrepresentations of the professional services offered through it, their provision or lack of actual performance, or the content of published comments and ratings. Any doubt or conflict that may arise between users of the Service must be resolved between them, keeping DeeJay Up totally out of it.

The User is obliged to keep DeeJay Up free from any possible sanction or sentence that may be imposed on it as a result of the Use of The Service, DeeJay Up also reserves the right to request compensation for damages that applies.

Deejay Up is not responsible for the contents that users upload or distribute through the Service, insofar as it cannot monitor by human intervention all the data that users upload to or transmit through the Service. However, at their discretion, their technology can store the interaction that users set up with the Service or other users through it, so the staff may be able to access it contained. Users irrevocably consent to such storage and access.

9. Intellectual and industrial property

All the contents of the Service, understanding by these, merely as an example, the text, photographs, graphics, images, icons, technology, software, links and other content audiovisual or sound, as well as its graphic design and source codes, are the intellectual property of Deejeje Up or its licensors and none of the following may be construed as being assigned to the user the exploitation rights recognized by the current legislation on property intellectual about them.

The user declares to be the sole author of all the photographs, images, texts, and/or descriptions ("the Content") that he posts on the Service, ensuring that the use of them on the Service does not infringe the rights of any third party. About these Contents, the user (professional) assigns to Deejeje Up free of charge the rights of public communication, reproduction, distribution, and transformation, in all forms of exploitation existing up to the date of acceptance of these Terms of Use. Such assignment is made for the universal territorial area and for the time corresponding to the whole life of the user and seventy years after his death or declaration of death.

10. Disclaimer of warranties

Users acknowledge that the use of the Service is at their own risk and that the Service is provided and offered on an "as is" and "as available" basis, with no guarantee of no kind.

Deejay Up does not guarantee that the Service will meet the user's requirements, and to the extent, as permitted by applicable law, is released from any liability with the services and information contained or available on or through the Service, including, without being limited to:

- a. The use, performance, delay, or unavailability of use of the Service.
- b. The absence of viruses, bugs, deactivators, or other contaminating material or with destructive functions in the information or programs available in or through the Service.
- c. The obsolescence, inaccuracy, or existence of typographical or spelling errors in the information advertised or contained in or through the Service.

11. Modifications to the Service and Terms of Use

Deejay Up may at any time and when it considers it convenient, without the need of notify the user, make corrections, additions, improvements or modifications to the content, presentation, information, services, areas, databases and other elements of the Service, without that this does not give rise to any claim or compensation, nor does it imply acknowledgment of any liability in favor of the user.

Deejay Up also reserves the right to modify these Terms of Use at any time, such modifications being effective immediately by means of:

- a. The publication in the Service of the document with the new Terms of Use.
- b. Notifying users of such changes by means of a published notice on the home page of the Service itself.

The use of the Service after such publication and notification shall be understood as implicit acceptance of the new Terms of Use.

12.Nullity and ineffectiveness of the clauses

If any clause included in these Terms of Use were to be declared total or partially, void or ineffective, such invalidity or ineffectiveness shall affect only that provision or the part of it that is void or ineffective, these Terms of Use remain in everything else, such provision is deemed to be wholly or partly not included.

13.Independence of the parties

Deejay Up and the user are, in any case, independent contractual parties. In no case, the registration and use of the Service involve the creation of any link between the parties other than the derived from the strict compliance with these Terms of Use, but by virtue of the same is created or established any agency relationship, employment, franchise, joint venture, company or legal representation is conferred on one party to act on behalf of the other.

The contractual relationship between Deejay Up and the user is at all times non-exclusive in both directions.

14. Applicable law and conflict resolution

These Terms of Use are subject to and shall be construed in accordance with the Spanish laws.

According to art. 14.1 of Regulation (EU) 524/2013 on the resolution of disputes online at consumption, the holder informs users who are considered to be consumers that the European Commission provides an online dispute resolution platform which is available at the following link: <http://ec.europa.eu/consumers/odr/>

For any conflict that could arise between Deejay Up and the rest of the users in relation to with the interpretation and application of these Terms of Use, both are subject to exclusive competence and jurisdiction of the courts and tribunals of the City of Madrid, Spain, renouncing any other jurisdiction that might correspond to them.

For any conflict that may arise between private users and users with the interpretation and application of the agreements made in between them, both are subject to the exclusive competence and jurisdiction of the courts and tribunals which because of territory (territorial jurisdiction) could reciprocate.

15.Termination

Deejay Up reserves the right, in its sole discretion, and without notice or obligation to the users, of:

- a. Temporarily or permanently interrupt the Service and the publication of the website or mobile application, without any responsibility for Deejay Up, its affiliates or providers, with prior notice of such a circumstance.
- b. Temporarily or permanently cancel any user account in accordance with Section 7.

Users can also cancel their account at any time via the Service or by communicating it to Deejay Up by the means indicated in the contact section of the website.

The definitive interruption of the Service and/or the cancellation of the user's account by any.

The reason for this will be the termination of the contractual relationship between Deejay Up and the affected user, and shall not carry with it any right to claim compensation.

Madrid, on the thirtieth day of July in the year two thousand and twenty.