

## **LEGAL NOTICE E-CATALUNYA PLATFORM**

### **What is it?**

*e-Catalunya is a discussion, research and information-management platform for creating contacts between people from a particular sector who share objectives and interests, and providing them with tools for developing, organising and exchanging knowledge and experiences. e-Catalunya integrates networking technology with open source collaboration tools such as wikis and blogs. The platform is designed to be compatible with artificial intelligence and web conferencing. Although PC-based, the platform is designed to interface with portable hardware devices, especially those used for SMS and MMS messaging.*

### **Platform use and operating conditions agreement**

The conditions set out below govern the use of the e-Catalunya platform (hereafter referred to as "the Platform") accessible through the URL <http://ecatalunya.gencat.cat>, which is made available by the Generalitat of Catalonia to citizens who belong to groups who implement virtual communities within the Platform.

The particulars of the Platform's managing authority are as follows:

Directorate General for Citizen Care  
Presidential Department  
Generalitat de Catalunya  
Via Laietana, 14, 3<sup>a</sup>  
08003 Barcelona

### **- What does it provide?**

The Platform provides a range of collaboration tools for finding and posting information in a virtual community formed by professionals from a particular sector or interest group.

The tools – including file containers, discussion forums, blogs, wikis, survey questionnaires and calendars – allow users to work in groups, develop and organise

shared knowledge, make contacts, introduce themselves to and communicate with the rest of the network.

In addition, there are personal tools – individual user blogs for posting and editing news – and a social network map, a graphical representation of personal contacts, colleagues, close friends and so on.

Another design feature of the Platform aims to identify trends, reach consensus, and initiate and consolidate projects.

### - How does it work?

The structure of the e-Catalunya Platform is based around **portals** (each portal being the virtual space of a community), which can be divided into **groups** and **subgroups** (for work groups attached to each community).

When users sign up as **members** of a portal or group, they are granted permission to access content in that space and to make active contributions using the available tools. They can send emails to the other members (distribution list), post messages to forums and blogs, and comment on others' messages, collaborate in editing a document using wikis, share documents in repositories and pictures in the photo albums, announce activities in the calendars, respond to surveys, etc. They may also be invited to participate in other groups or portals by the Administrators of the latter.

Platform management includes two types of users or roles who have additional rights: administrators and moderators of a particular portal or group.

Only **administrators** have access to the administration area. This allows them to assign or to cancel membership, and to decide member privileges for portals and groups, to manage portals (defining and editing basic details like usernames, or whether membership is to be public or private), groups (creating groups and defining their properties, registering or eliminating members from the group, etc.), and tools (assigning tools to groups and portals). Administrators may also eliminate and edit user contributions which do not comply with the terms of use described below, and to monitor Platform statistics.

Users with **moderator** rights also have the ability to remove and to edit contributions. This user role has the job of stimulating the Platform's activity.

Only the **Platform's global administrator** – appointed by the Directorate General for Citizen Care (DGAC) – can create portals or assign moderating and administrative rights to users.

### **Conditions for access and use**

Rights to access and use the Platform (including its services and content) depends on acceptance of the conditions established in this legal notice.

It is therefore recommended that users carefully read the conditions established in this legal notice.

Active platform portals, groups and subgroups may be either public (free of access) or private (restricted to registered users). User membership may be either open (self-registration) or restricted (only upon invitation by the administrators).

**Non-registered users (guests)** may access the basic public services (determined by the administrators of each portal or group). They may browse the introduction pages, read documentation, and consult personal information and news items exclusively for tools marked for public use.

**Registered users** have additional access to private services such as the personal area (where they can modify their personal details), the social network map (graphic representation of user contacts), and access to and ability to use work and discussion tools designated for private use.

When membership is granted, users receive an e-mail containing the automatically generated password and the URL for platform access. Users then only have to click on the URL and enter the identification e-mail address and password before being able to avail themselves of private services. From this point on, users are free to edit personal details which are displayed on their personal area or change their password. The ID and password are the same for the entire Platform and are used to access all portals, groups and tools for which the user has been granted privileges.

The DGAC reserves the right to alter without consultation the Platform's appearance, configuration, services and content at any time, as well as the terms and conditions of platform access and use.

## **Correct use of the Platform and its services. User obligations**

Platform access and use is forbidden to minors.

Whenever required, users must provide genuine, accurate and relevant personal and/or company information, and keep such information updated on a regular basis. The DGAC otherwise reserves the unconditional right to withdraw access or use.

Users agree on a general basis to use of the platform (including its services and contents) in accordance with the law, these general conditions, and the special conditions relating to specific services, and not to use them, without limitation, for any of the following ends:-

- To carry out illicit or illegal activities, or those that breach obligations of good faith, social customs or public order.
- To carry out activities, in particular by spreading information, which infringe the rights of third parties, such as intellectual and industrial property rights, privacy, good name or reputation, confidential communications or institutional information, personal data protection, or any other right, in accordance with the legislation in force at the time.;
- To destroy, alter or misuse the platform, or the information systems of the DGAC, or of the public authorities in general and third-party users.
- To transfer their username and password to third parties without authorisation, or to substitute the identity of another, of any public authorities or any third party.
- To spread content of a nature that is discriminatory as to race, sex, ideology, health, religion, belief, or for whatever other reason.
- To spam or, generally, distribute advertisements which are neither wanted nor authorised; or to spread publicity material, junk mail, chain e-mails or material from any other information media.
- To expose confidential information which, by reason of having access to the platform, the user becomes aware of.
- To infringe basic public rights and freedoms as enshrined in the Spanish Constitution, international treaties and other legislation.
- To enter data that is either specially protected or that reveals personal profiles; that is, personal information which requires medium or high levels of security.

Without prejudice to applicable terms, the DGAC reserves the right to prevent the transmission, use or spread of information which contravenes any of the provisions of this legal notice.

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## **Intellectual and industrial property**

The design, organisation and assembly of the Platform are the exclusive property of the Generalitat of Catalonia and are protected by laws governing industrial and intellectual property. However, programmes and applications involved in the use and operation of the Platform, as well as their content, remain the property of their respective authors, as indicated in each. By default, they are understood to be the exclusive property of the Generalitat of Catalonia.

Users have an obligation not to use any programmes or applications outside the terms intended by the rights' holders, and in particular those set out in the corresponding notice and licence which indicate the use of same. In this regard, users are recommended to indicate the licence conditions which will govern the content which they contribute to the Platform.

In any case, and as a minimum, the user must yield to and guarantee the DGAC, in a non-exclusive way, for the entire duration of the rights and for all parts of the world, the rights of reproduction and public communication of the content, so that they may be reproduced and published by the DGAC on the Platform.

Unless where otherwise stated, it is understood that the user may not reproduce, copy, sell, publish, exhibit, make available, broadcast, distribute, transform or alter the Platform or its content without the express permission of the owners of the corresponding intellectual or industrial property rights.

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## **Protection of personal details**

The Generalitat of Catalonia, guarantees the confidentiality of information relating to users of the Platform under the terms of Organic Law 15/1999 of 13 December on the protection of personal information.

The Platform collects personal information which may be processed and incorporated in a file named "Plataforma e-Catalunya", with the purpose of managing virtual communities, the object of which is to develop online content. Information is requested whenever strictly necessary, appropriate and relevant for the purpose for which it is sought.

The file is a responsibility of the Directorate General for Citizen Care, which has implemented the necessary security measures.

Users can exercise the right to access, rectify or cancel information entered on the Platform by writing to the Directorate General for Citizen Care at Via Laietana 14, Barcelona (08003). Users also have the option to access, correct and decide on the visibility of their personal information (whether it can be viewed by all, only by the registered users of a portal or only by personal contacts) through their personal space within the Platform.

Personal details may be transferred to other users having access to or using the Platform, and to other public authorities for statistical purposes.

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### **Virus, fault, and continuous service liability**

Within the limits set out in mandatory regulations, the Generalitat of Catalonia provides no guarantee as to the following:-

- the continuity and availability of the Platform;
- the absence of viruses and similar elements capable of damaging or altering the user's IT system, whether through access to or use of the Platform, services or content;
- the suitability or legality of actions performed on the basis of third-party information or content provided by the Platform; and
- the suitability or legality of the information behind links included on the Platform to other, third-party websites.

Whosoever uses this Platform does so at his own responsibility and risk. To the extent permitted by law, the Generalitat of Catalonia takes no responsibility for loss or damage caused. The user assumes liability for ensuring that the Platform and its contents are suitable and free of viruses and other such damaging elements.

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### **Technical information and cookies**

When the user logs on to the Platform, the server automatically recognises his or her IP address, log-on date and time, and the Platform pages browsed, with the aim of responding to the user's interests and to requests that may be made at any stage of the services. Moreover cookies, which are automatically installed on the user's computer, are used in order to provide personalised communications services. None of the cookies will be used to store personal information, only such technical data as is necessary to provide Platform services.

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### **Authenticity of administrative information**

Public administration information provided through the Platform does not replace the legal publication of laws, general regulations or acts requiring official publication in the DOGC and other official bulletins, for which the printed edition is the only document that certifies its authenticity and content.