



Flexin for Jira

- Terms of service -



Legal notice and Terms of service

The access, navigation and use of the Flexin application (hereinafter, the Flexin application) implies the express and unreserved acceptance of all the terms of these Conditions of Use, having the same validity and effectiveness as any contract entered into in writing and signed.

Its observance and compliance will be enforceable with respect to any person who accesses, browses or uses the application. If you do not agree with the exposed terms, do not access, browse or use the application.

1. Contact information

Flexin's Europe Headquarters:

LMV Software Factory SL

Av. Maisonnavé, 41, 3ºB

03003 Alicante, Spain

flexin@lmvsoftware.com

2. About this Terms of Service

These Conditions of Use regulate the access, navigation and use of this application, without prejudice to the fact that the provider reserves the right to modify the presentation, configuration and content of the same, as well as the conditions required for its access and / or use. . The access and use of the contents of the application after the entry into force of their modifications or changes imply their acceptance.

However, access to certain content and the use of certain services may be subject to certain particular conditions, which will in any case be clearly displayed and must be expressly accepted by the users. These particular conditions may replace, complete or, where appropriate, modify these Conditions of Use.

The provider reserves the right to modify the terms and conditions stipulated herein, totally or partially, publishing any change in the same way that these Conditions of Use appear or through any type of communication addressed to users.

In the same way, we inform users about their rights and obligations in relation to the content displayed through the Website, logos and brands used, as well as the responsibilities that may arise from the use of the service.

For the purposes of interpreting these Conditions of Use, we understand that a person becomes a user at the moment they accept the Conditions of Use and the Privacy Policy displayed on the Website, simply by visiting it.

3. Copyright



The provider is the owner or, where appropriate, has the corresponding licenses on the rights to exploit the intellectual and industrial property of the application, as well as all the content offered therein, including the platform itself, texts, photographs or illustrations, logos, brands, graphics, designs, interfaces, or any other information or content, and the services available through it.

In no case will it be understood that the access, navigation and use of the Website by the user or the use, acquisition and / or contracting of products or services offered through it implies a waiver, transmission, license or total or partial assignment of such rights by the provider. The user has a right to use the contents and/or services of the Website within a strictly domestic environment and solely for the purpose of enjoying the benefits of the service in accordance with these Conditions of Use.

References to trademarks or registered trade names, or other distinctive signs, whether owned by the provider or by third-party companies, carry an implicit prohibition on their use without the consent of the provider or their legitimate owners. At no time, unless expressly stated otherwise, does access, browsing or use of the Website and/or its contents grant the user any right to the distinctive signs included in it.

All intellectual and industrial property rights on the contents and/or services of the application are reserved and, in particular, it is prohibited to modify, copy, reproduce, publicly communicate, transform or distribute, by any means and in any form, the entire or part of the contents included in the application, for public or commercial purposes, if you do not have the prior, express and written authorization of the provider or, where appropriate, the owner of the corresponding rights.

Likewise, it is prohibited to delete or manipulate the copyright indications or other credits that identify the rights holders of the contents that the user finds in the application, as well as the technical protection devices, fingerprints, or any protection mechanism or information incorporated into the contents offered in the application.

In the event that the user sends information of any kind to the provider through any of the channels enabled for this purpose, the user declares, guarantees and accepts that they have the right to do so freely, that said information does not infringe any intellectual property right, industrial, commercial secret or any other rights of third parties, and that said information is not confidential or harmful to third parties.

The user acknowledges assuming responsibility, leaving the provider harmless for any communication that he provides personally or in his name, reaching said responsibility without any restriction on the accuracy, legality, originality and ownership of the same.

If the user becomes aware of the existence of any illegal, illegal content, contrary to the law or that could imply an infringement of intellectual and/or industrial property rights, they must immediately notify the provider through the email address support.flexin@lmvsoftware.com so that it can proceed to adopt the appropriate measures.



Similarly, in the event that any user or third party considers that any of the content of the application owned by the provider violates their intellectual and/or industrial property rights, as well as any other rights, they must send a communication to support.flexin@lmvsoftware.com with the following information:

- Identification data and means of contact of the claimant or his legal representative. - Documentation proving your status as owner of the rights allegedly infringed. - Detailed account of the rights allegedly infringed by the provider, as well as their exact location within the application.
- Express declaration by the claimant that the use of the contents has been made without the consent of the owner of the rights allegedly infringed.

4. Links

4.1. Links to other websites

In the event that links to other web pages will be displayed in the application through different buttons, links, banners or embedded content, the provider informs that these are directly managed by third parties, and the provider does not have the human or technical means to know in a prior and/or control and/or approve all the information, content, products or services provided by other platforms to which links can be established from the application.

Consequently, the provider cannot assume any type of responsibility for any aspect related to the platform to which a link could be established from the application, specifically, by way of example and not limitation, regarding its operation, access, data, information, files, quality and reliability of its products and services, its own links and/or any of its contents, in general.

In this sense, if users have effective knowledge that the activities carried out through these third-party web pages are illegal or contravene morality and/or public order, they must immediately notify the provider so that they can proceed to disable the access link to them, an action that will be carried out in the shortest possible time.

In any case, the establishment of any type of link from the application to another external website will not imply that there is any type of relationship, collaboration or dependency between the provider and the person responsible for said external website.

4.2. Links to the provider's channel on other platforms and social networks

The provider makes available to users, through different tools and applications, means of link that allow users to access the channels and pages of the application that the provider maintains on different platforms and social networks belonging to and/or managed by third parties (Facebook, Twitter, Pinterest, Google+, etc.). The sole purpose of including these links in the application is to provide users with access to said channels on different platforms and social networks.

The establishment of these applications does not imply the existence of any relationship between the provider and the owner, manufacturer or distributor of the linked platform, nor does it imply the acceptance and approval by the provider of its contents and/or services, being its owner, manufacturer or distributor solely responsible for them.



In no case does the provider share with Facebook, Twitter or any other social network that is incorporated in the future any type of private information about its users, its sole purpose being that it is established in these Conditions of Use, as well as in the Privacy Policy. of the application. In this sense, all the information that the user himself wishes to provide to these platforms will be under his own responsibility, and the provider will not intervene in said process.

The activation and use of these applications may entail the identification and authentication of the user (login/password) in the corresponding platforms, completely external to the application and beyond the control of the provider. By accessing these external networks, the user enters an environment not controlled by the provider, so the provider will not assume any responsibility for the security configuration of said environments.

Since the provider has no control over the content hosted on said channels, the user acknowledges and accepts that the provider does not assume any responsibility for the content or for the services that the user can access on said pages, nor for any content , products, services, advertising, or any other material available on them. For this reason, the user must exercise extreme caution in the assessment and use of the information, content and services existing on the linked channels, and on their own information or that of third parties that they want to share on said channels.

4.3. Links on other web pages to the application

The provider does not authorize the establishment of a link to the application from those pages that contain illicit, illegal, degrading, obscene materials, information or content and, in general, that contravene the laws, morality or public order, or social norms generally accepted.

In any case, users may establish links on their respective web pages that lead to the application, as long as they meet the following conditions: a) the link may not reproduce the content of the application or parts of it in any way; b) it is not allowed to create a browser or a border environment on the sections of the application, nor can the application be modified in any other way; c) It is not allowed to make false or inaccurate or incorrect statements or indications about the application and/or, in particular, declare or imply that the provider has authorized the link or that it has supervised or assumed in any way the content or services offered. or made available on the web page where said link is established; d) The web page in which the link to the application is established will not contain illegal information or content, contrary to morality and generally accepted good customs and public order, nor will it contain content contrary to any third-party rights, including intellectual and industrial property rights and/or the right to honor, personal or family privacy or one's own image or any other right, or content contrary to the regulations governing the protection of personal data.

The provider does not have the power or human or technical means to know, control or approve all the information, content, products or services provided by other web pages that have established links to the application. The provider does not assume any type of responsibility for any aspect related to the web page that establishes that link to the application, specifically, by way of example and not limitation, regarding its operation, access, data, information, files, quality and reliability of its products and services, its own links and/or any of its contents, in general.

5. Rules of use of the application

It is not allowed and, therefore, its consequences will be the sole responsibility of the user, the access or use of the application for illegal or unauthorized purposes, with or without economic purpose. In particular, and without the following list being absolute, it is prohibited:

1. Use the application in any way that could cause damage, interruptions, inefficiencies or defects in its operation or in the computer of a third party;
2. Use the application for the transmission, installation or publication of any virus, malicious code or other harmful programs or files;
3. Use the application to collect personal data from other users; 4) Use the application illegally, against good faith, morality and public order; 5) Register through the application with a false identity, impersonating third parties or using a profile or performing any other action that may confuse other users about the identity of the origin of a message;
4. Unauthorized access to any section of the application, to other systems or networks connected to the application, to any server of the provider, or to the services offered through the application, through hacking or falsification, extraction of passwords or any other other illegitimate means;
5. Breaking, or attempting to break, the security or authentication measures of the application or any network connected to it, or the security or protection measures inherent to the content offered in the application;
6. Carry out any action that causes a disproportionate or unnecessary saturation in the infrastructure of the application or in the systems or networks of the provider, as well as in the systems and networks connected to the application; either
7. Prevent the normal development of an event, contest, promotion or any other activity available through the application or any of its functionalities, either by altering or trying to alter, illegally or in any other way, access, participation or operation of those, or falsifying the result of the same and/or using fraudulent participation methods, through any procedure, and/or through any practice that infringes or violates in any way these Conditions of Use.

Failure to comply with any of the above obligations by the user may entail the adoption by the provider of the appropriate measures protected by Law and in the exercise of their rights or obligations, which may lead to the elimination or blocking of the offending user's account, without the possibility of any compensation for the damages caused.

In the same way, the application has areas through which users can participate, publish their own content and/or share content, their own or published by the provider. Said areas may be owned by the provider and therefore dependent on and controlled by it, or external to the provider, in the case of independent social networks and external to our organization, for which we cannot be held responsible, nor for the correct functioning, nor for the conditions and policies arranged by those responsible, being the user himself who must consent and assume at all times the treatment that is made of the information published on said platforms.

In any case, we inform you that when the user participates in any of these areas, the rest of the users of the application will be able to access and use all the content published by the user. The provider cannot control what use other people will make of these contents and, therefore, the provider is not responsible for it. The provider recommends that you do not publish personal data or materials protected by intellectual and industrial property rights or any other rights.



In order for the application to be a safe environment, and to protect our users, it is strictly prohibited to publish content:

1. That may be considered a violation in any way of the fundamental rights to honor, personal and family privacy or the image of third parties and, especially, of minors;
2. That include photographs that collect images or personal data of third parties without having obtained the appropriate consent of their owners;
3. That violate the secrecy of communications or that involve an infringement of intellectual and industrial property rights or the regulations governing the protection of personal data;
4. That contain any material or information that is illegal, racist, obscene, pornographic, abusive, defamatory, misleading, fraudulent or in any way contrary to morality or public order;
5. That contains "spam" and/or links to sites unrelated to the corresponding space; 6) That include advertising or commercial communications, for the issuance of messages for advertising purposes or for the collection of data for the same purpose.

The user who violates these prohibitions will be responsible for any claim that occurs as a result of it. Even if there is no claim from a third party, the provider reserves the possibility of preventing users who fail to comply with these conditions from accessing the application with the possibility of participating in the spaces provided therein.

The provider does not control the content published by users in the application and does not assume any responsibility for this content. However, the provider reserves the right to supervise and/or moderate any content published by users and, if it violates these Terms of Use or the flexin@lmvsoftware.com Privacy Policy, to edit or delete it. Likewise, if you find any information or content in the application that may be inappropriate, contrary to current regulations, or contrary to the conditions set forth in the application, please inform the provider immediately through the different means. willing for it.

6. Responsibilities and guarantees

The provider cannot guarantee the reliability, usefulness or veracity of absolutely all the information and/or services of the application, nor the usefulness or veracity of the documentation made available through it.

Consequently, the provider does not guarantee nor is it responsible for: (i) the continuity of the contents of the application; (ii) the absence of errors in said content; (iii) the absence of viruses and/or other harmful components in the application or in the server that supplies it; (iv) the invulnerability of the application and/or the impossibility of violating the security measures adopted in it; (v) the lack of usefulness or performance of the contents of the application; and (vi) the damages or losses caused, to himself or to a third party, by any person who violates the conditions, rules and instructions that the provider establishes in the application or through the violation of the security systems of the application.

However, the provider declares that it has adopted all the necessary measures, within its possibilities and the state of the art, to guarantee the operation of the application and reduce system errors to a minimum, both from the technical and from the technical point of view. the contents published in the application.

The provider does not guarantee the legality, reliability and usefulness of the content provided by third parties through the application. If the user becomes aware of the existence of any content that is illegal, illegal, contrary to the law or that could imply an infringement of the rights of third parties, he must immediately notify the provider so that it can proceed to adopt the appropriate



measures.

The provider will not be responsible for the veracity, integrity or updating of the information published in the application from sources unrelated to it, nor for those contained in other platforms to which it is linked from the application. The provider will not assume responsibility for hypothetical damages that may arise from the use of the aforementioned information.

In any case, the provider reserves the right to suspend, modify, restrict or interrupt, either temporarily or permanently, the access, navigation, use, accommodation and/or download of the content and/or use of the application services, with or without prior notification, to users who contravene any of the provisions detailed in these Conditions of Use, without the user being able to demand any compensation for this cause.

7. Suspension of the application

The provider reserves the right to suspend, modify, restrict or interrupt, either temporarily or permanently, access, browsing, use, hosting and/or downloading of the content and/or use of application services with or without prior notification, to users who contravene any of the provisions detailed in these Conditions of Use, without the possibility of the user to demand any compensation for this cause.

8. Confidentiality and data protection

In accordance with the provisions of Regulation (EU) 2016/679, of April 27, the client/user data will be or may be included in a file owned by LMV Software Factory SL, NIF B16814337, based in Alicante, Spain. tel. 605 56 77 95, flexin@lmvsoftware.com, and without whose treatment it would not be possible to comply with the contract [art. 6.1.b) of Regulation (EU) 2016/679] or respond to your request [art. 6.1.a) of Regulation (EU) 2016/679]. Said data will be processed during the period of provision of the service and will be kept during the applicable prescription periods. (which would be at least 5 years from the last action of the interested party), even for commercial purposes unless the client checks the box.

The recipients of your data may be: suppliers, collaborators or other entities that require them in any case in order to meet the obligations of the person in charge and demand an equivalent level of confidentiality.

Users may contact the data protection delegate, where appropriate, or exercise their rights of access, rectification, opposition, deletion, limitation, portability or others legally provided through any of the indicated addresses, attaching a copy of their ID. or similar identification document.

9. General

The headings of the different clauses are for information only, and will not affect, qualify or expand the interpretation of these Conditions of Use. Likewise, the provider may modify the terms and conditions stipulated herein, totally or partially, publishing any change in the same way in which these Conditions of Use appear or through any type of communication addressed to users.

The temporary validity of these Conditions of Use coincides, therefore, with the time of their exposure, until they are totally or partially modified, at which time they will become the amended Terms of Use are in effect.

Regardless of the provisions of the particular conditions that may be established, the provider may terminate, suspend or interrupt, at any time and without prior notice, access to the contents



of the application, without the possibility on the part of the user to demand any compensation. After said extinction, the prohibitions on the use of the contents set forth above in these Conditions of Use will remain in force.

Likewise, if the user breaches these Conditions of Use, the provider may suspend or cancel his profile automatically and without prior notice, and in no case would such suspension or cancellation give the user the right to any compensation. For these purposes, the provider informs that he may notify and collaborate in a timely manner with the competent police and judicial authorities if he detects any infringement of current legislation or if he suspects the commission of a crime.

The contracting of any product and/or payment service offered by the provider will be regulated by the general and/or particular conditions of each specific service provided for this purpose.

In the event of a discrepancy between what is established in these Conditions of Use and the particular conditions of each specific service of the application, the provisions of the latter will prevail.

In the event that any provision of these Conditions of Use is declared null or unenforceable, in whole or in part, by any Court, Tribunal or competent administrative body, said nullity or non-application will not affect the remaining provisions of these Conditions. of Use.

The non-exercise or execution by the provider of any right or provision contained in these Conditions of Use will not constitute a waiver thereof, except for acknowledgment and agreement in writing by the provider.

10. Applicable law and competent jurisdiction

Provided that the regulations in force for this purpose provide for the possibility for the parties to submit to a specific jurisdiction, for any litigious matter derived or related to the application, the Spanish legislation in force at the time of the dispute will apply, and we will submit to the Courts and Courts of Alicante, as well as, where appropriate, consumer Arbitration Courts or similar to which we are attached at the time of the dispute.

To present claims in the use of our services, you can go by mail to the electronic or physical address indicated in the "Identification" section, committing ourselves to seek an amicable solution to the conflict at all times