

Terms and conditions

Emotion Athletes / Atletismo Emocional

1. The EmotionAthletes.org site and affiliated websites (Ginja.org, AtletismoEmocional.org, Emocoes.org), henceforth EmotionAthletes.org, are owned by:

Genuine Happiness, Serviços Digitais Unipessoal Lda

<https://emotionathletes.org/contact>

2. The Terms of EmotionAthletes.org are accepted by either confirming the 'I accept the terms & conditions' checkbox during the registration process or by effectively using the provided Service. In this case, you acknowledge that EmotionAthletes.org considers the use of its Services as acceptance of these Terms. These Terms can be reviewed, saved, or locally printed at any time at <https://www.EmotionAthletes.org/policies>

3. Use of products

We grant permission to use our content (image, trademark, and videos) in the following contexts:

a) home and family use: adults showing our content to children on mobile devices, computers, or television screens,

b) school use: teachers showing our content to students on a computer or a video-projector,

c) therapeutic and professional support use: healthcare, foster care, and social care professionals showing our content to their clients or patients.

In all these cases, Emotion Athletes is not a substitute for professional help, e.g. a psychologist or psychiatrist, and shall not be construed as such.

All other uses of our content (image, trademark and videos), including but not limited to cinemas, companies, outdoor events, or TV, are explicitly prohibited without our previous authorization, are against the terms and conditions upon registration, and may lead to legal action from us. If in doubt, please contact us: bulgy (at) emotionathletes (dot) org.

4. EmotionAthletes.org reserves the right to amend, limit, or discontinue the scope and functionality of the website at any time. Although we shall make all reasonable efforts to provide our service without interference, maintenance, development, and / or other issues may limit or temporarily interrupt its potential utilization. These circumstances may result in a potential data loss. EmotionAthletes.org shall not be held liable for the availability of the Service or lack thereof or the absence of interference or data loss.

5. Copyrights

EmotionAthletes.org and its partners retain all copyright and other rights to the Service, and to the published content, information, images, videos, and databases (hereinafter referred to as "protected property"). Any modification, reproduction, publication, disclosure to third parties, and / or other exploitation of the protected property without the prior written consent of EmotionAthletes.org or of the corresponding partner are therefore expressly prohibited (aside from the cases explicitly allowed in point 4).

6. Collection and use of personal data

Upon registration, you provide consent for EmotionAthletes.org to use your personal data, including your name (first and last name), address, telephone number, your e-mail address, in order to further contact you to improve our service and provide selective information on EmotionAthletes.org news. You have the possibility, at any time and without providing any reason whatsoever, to withdraw your consent in the future. The consent withdrawal must be submitted via e-mail at <https://EmotionAthletes.org/contact>. After your withdrawal we shall no longer use your data for these purposes.

7. Modified Terms

EmotionAthletes.org may amend these Terms, from time to time, for example, to implement legal requirements or to reflect changes to functionality. Should you wish to review Terms of Use currently in effect, please see <https://www.EmotionAthletes.org/policies>

You have the right to discontinue the use of our service should you no longer agree with the amended Terms of Use. To do so, please contact us at <https://www.EmotionAthletes.org/contact> .

8. Portuguese law shall apply without prejudice to the UN Sales Convention (CISG).

9. Disclaimers

EmotionAthletes.org is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the EmotionAthletes.org Services or combination

thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the EmotionAthletes.org Services. Under no circumstances shall EmotionAthletes.org be responsible for any loss or damage, including personal injury or death, resulting from use of the EmotionAthletes.org Services, from any Content posted on or through the EmotionAthletes.org Services, or from the conduct of any Users of the EmotionAthletes.org Services, whether online or offline. The EmotionAthletes.org Services are provided "AS-IS" and as available and EmotionAthletes.org expressly disclaims any warranty of fitness for a particular purpose or non-infringement. EmotionAthletes.org cannot guarantee and does not promise any specific results from use of the EmotionAthletes.org Services.

10. Limitation of Liability

In no event shall EmotionAthletes.org be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages arising from your use of the services, even if EmotionAthletes.org has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, EmotionAthletes.org's liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to EmotionAthletes.org for the EmotionAthletes.org services during the term of membership.

11. Disputes

If there is any dispute about or involving the EmotionAthletes.org Services, you agree that the dispute shall be governed by the laws of the Portugal, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the regional courts of the residence of the Partner or the Purchaser. Either EmotionAthletes.org or you may demand that any dispute between EmotionAthletes.org and you about or involving the EmotionAthletes.org Services must be settled by arbitration utilizing the dispute resolution procedures of the European Arbitration Association (EAA) in provided that the foregoing shall not prevent EmotionAthletes.org from seeking injunctive relief in a court of competent jurisdiction.

12. Indemnity

You agree to indemnify and hold EmotionAthletes.org, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the EmotionAthletes.org Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you post on the EmotionAthletes.org Website or through the EmotionAthletes.org Services causes EmotionAthletes.org to be liable to another.

13. Other

This Agreement is accepted upon your use of the EmotionAthletes.org Website or any of the EmotionAthletes.org Services and is further affirmed by your registration on the website at <https://www.EmotionAthletes.org/register>. This Agreement constitutes the entire agreement between you and EmotionAthletes.org regarding the use of the EmotionAthletes.org Services. The failure of EmotionAthletes.org to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. EmotionAthletes, Bulgy, Fantásticos, Atletismo Emocional, and Ginja are trademarks of Puzzli Educational Technologies Ltd, a company limited by shares and registered in England and Wales (12418842), and of Genuine Happiness, Serviços Digitais Unipessoal Lda, a company limited by shares and registered in Portugal (515934151). This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.