

SITE TERMS, CONDITIONS & NOTICES

Updated June 8th 2018

Important Legal Information

Overview

The following terms, conditions, and notices ("Site Rules") apply to all visitors or users of this website, and of microsites, mobile websites or mobile applications of our brands and lines of business (e.g., MATSA Textile and MATSA) that expressly adopt these Site Rules (collectively, the "Site"). We may refer to our brands and lines of business as "we," "us," or "our" throughout the Site Rules. By using this Site, you agree to be bound by these rules and regulations, as they may be modified by us at any time and posted on this Site. In the event of a violation of these Site Rules, we reserve the right to seek all remedies available by law and in equity.

Your User Submissions

We may at times invite you to respond to an invitation to post digital content in the manner specified ("Content"), for example, by using the specified tags, e.g., the hashtag and the brand tag or by launching Content from the Site (the "Invitation"). By "Content," we mean all content including, without limitation, text, graphics, video, photographic, and audio content that comprise the content that you post in response to such an Invitation. By responding to such an Invitation with your Content or by applying any required hashtags or other tags, you agree to these Site Rules. Specifically, you:

1. Grant to MATSA Textiles a worldwide license in perpetuity (i.e. everywhere and forever) to use (including publishing or re-publishing) your Content for marketing purposes in any media format.
2. Represent that you own or have secured all rights, title, and interest in the Content.
3. Represent that you have obtained express permission from everyone who took, or is appearing in, your Content.
4. Represent that you will not submit Content that
 - (a) violates the rights of others (such as copyright, trademark, or right of publicity),
 - (b) is indecent, obscene, harassing, or inappropriate
 - (c) features anyone under the age of 18, or
 - (d) features partial or full nudity or alcohol/drug use.
6. Acknowledge that you will not be compensated in any way for our use of your Content.

7. Represent that you understand that we may retouch, edit or otherwise alter Content (such as photos) without your ability to inspect or pre-approve.

If you do not fully consent to and authorize use of Content as outlined here, do not respond to the Invitation. NO PURCHASE NECESSARY. A purchase will not increase the chance that we will use your Content.

If you want to have your submission taken off the Site at any time, please contact us.

Intellectual Property

The Site and all of its materials, including, but not limited to, its software or HTML code, scripts, text, artwork, photographs, images, video, and audio (collectively, "Materials") are protected by copyright laws and other U.S. and international laws and treaties and are property of MATSA's Textile or its licensors. All Materials are provided through the Site as a service to its current and prospective visitors and may be used only for personal and informational purposes and only if you also retain all copyright and other proprietary notices contained on the Materials. No right, title or interest in MATSA's Textile Materials is conveyed to you. You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit the Site or any of its Materials without our prior written permission; you may not access or use the Site for any competitive or commercial purpose; nor may you permit any copying of our Materials. Any unauthorized copying, alteration, distribution, transmission, performance, display, or other use of these Materials is prohibited. Any and all rights not expressly granted are reserved by MATSA's Textile , as applicable.

Limited License

You are permitted to share Material or Content provided through the Site on social media sites such as Facebook, Twitter, Instagram, pinterest, google + or other similar services. This permission is a limited license to use the Content and Materials solely for such purposes and does not represent a transfer of title in any MATSA Textiles Materials or Content.

Trademarks

MATSA's Textile owns all rights regarding its trademarks, trade names, logos, brand names and trade dress ("Trademarks"). These Trademarks are registered and/or common law trademarks of MATSA Textiles and they are protected by U.S. and international laws and treaties. No license to the use of such Trademarks is granted to you under these Site Rules or by your use of the Site. Your misuse of our Trademarks displayed on the Site is strictly prohibited. You are also advised that we may aggressively enforce our intellectual property rights to the fullest extent of the law, including through civil remedies and criminal prosecution.

Special Notice

We have a no-tolerance policy regarding the use of our Trademarks (e.g., of MATSA's Textile , MATSA Textiles) in metatags and/or hidden text. Specifically, the use of our Trademarks in metatag keywords is

trademark infringement, and the use of our Trademarks in page text, metatags, and/or hidden text for purposes of gaining higher rankings from search engines is unfair competition. Linking to any web page on the Site is prohibited absent our express written permission. Associating or juxtaposing our Site or its Materials (e.g., through framing or inline linking) with advertisements and/or other information not originating from our Site is expressly prohibited.

Mobile Website

We make our website available in a mobile-friendly format, as well (our "Mobile Site"). All mobile phones that have Internet access can make use of the Mobile Site. Users with mobile phones that have this access also have the option to view the full html website that is available on your PC. You should be aware that some of the special pricing and promotions offered on the full html website may not show up on the Mobile Site. However, you can use the Mobile Site to take advantage of our special pricing and promotions that you view on the full html website or that you receive in an email offering from us, by using the code specified on the full html website or in the email when you are on the Mobile Site.

Prohibited Uses of Website and Services

You shall not post, transmit, redistribute, upload, or promote any communications, content or materials that contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another's computer; are unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, or otherwise objectionable; contain chain letters or pyramid schemes; contain any unsolicited advertising, promotional materials, or other forms of solicitation to other users, individuals or entities; impersonate any person, business or entity, including us (our brands, lines of business, subsidiaries, and affiliated companies) and our employees and agents; encourage conduct that would constitute a criminal offense; give rise to civil liability; violate any law; or exhibit any conduct that, in our judgment, restricts, impairs, interferes or inhibits any other user from using or enjoying the Site and/or our related services and products. MATSA's Textile reserves the right to block or deny access to the Site to anyone at any time for any reason.

Linking

Periodically, links may be established from the Site to one or more external websites or resources operated by third parties (the "Third Party Sites"). These links are provided for your convenience only. In addition, certain Third Party Sites also may provide links to the Site. None of such links should be deemed to imply that MATSA's Textile endorses the Third Party Sites or any content therein. We do not control and are not responsible for any Third Party Sites or any content, advertising, products, or other materials on or available through such Third Party Sites. Access to any Third Party Sites is at your own risk.

Jurisdiction

We control the Site from offices within Spain. We do not imply that the materials published on the Site are appropriate for use outside of Spain. If you access the Site from outside of Spain, you do so on your own initiative and you are responsible for compliance with local laws.

Revisions

We may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features of the Site, at any time and without notice. We also reserves the right, at our sole discretion, to change, modify, add or remove any portion of these Site Rules in whole or in part, at any time and without notice. Accordingly, this means we may terminate the authorization, rights and license given in these Site Rules at any time and without notice. Your continued use of the Site after any changes to these Site Rules are posted will be considered acceptance of those changes.

Notice of Copyright Infringement under the "Digital Millennium Copyright Act" (DMCA)

We do not permit copyright infringing activities on the Site. We may remove any content of any kind that a user posts to the Site ("User Communications"), e.g., if properly informed that the User Communications infringe another's copyright rights. We may terminate the ability to submit User Communications if, under appropriate circumstances, a person submitting User Communications to the Site is determined to be a repeat infringer. If you are a copyright owner or an agent for such owner and believe that any User Communications on the Site by third parties infringes upon your copyrights, you may notify us by providing the following information in writing:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
2. Identification of the location where the original or an authorized copy of the copyrighted work exists;
3. Identification of the User Communication(s) or material that is claimed to be infringing and a description of the infringing activity and information reasonably sufficient to permit MATSA's Textile to locate the same;
4. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
5. A statement that you have a good faith belief that use of the User Communication(s) or material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed.

Our agent for notice of claims of copyright infringement can be reached as follows:

By Email: matsa@matsa.es

If you fail to comply with all of the requirements above, your notice may not be valid.