

Validity: 2nd of August 2016

The use of the VENTO TV platform and the related services will be subject at all times to the compliance of all the terms and conditions of the service which are stipulated hereafter.

VENTO TV reserves the right to update and modify the Terms and Conditions without prior notice. Any new application enhancing or improving the current Service, including the release of any new tool or resources, will be subject to the service conditions established hereby. The further use of the Service after any modifications will imply the agreement of the above mentioned changes.

The breach of any of the terms established hereafter will lead to the termination of the account. Until such a breach is detected and the conduct and misused content in the Service is forbidden by VENTO TV, the client understands and accepts that VENTO TV is not to be considered liable for the content published in the Service to which he might be exposed. The client accepts to use the Service under his/her own risk.

Terms of the account

1. The Service can only be registered by a human being. Accounts registered by automated methods will not be allowed.
2. VENTO.TV will be entitled to communicate with the client by email about his/her account, updates, news or any other matter related to his/her account. From the moment of the acceptance by the client of these conditions he/she will be automatically subscribed to our mailing lists and newsletters. The client will have the choice though to receive or not the emails.
3. The client is the only responsible for keeping the security of his/her account and the password. VENTO TV will not be liable of any loss or damage which may derive from the fail to fulfill this safety requirement.
4. The Client is the sole responsible of all the content published and of all the activity that goes on under his/her account (even in the case the content has been created by the user), whether it is chat, video, voice, etc.
5. In case VENTO TV has any reason to believe there is any non-compliance or misuse by the client, VENTO TV will have the right to suspend temporarily the account until the activity has been clarified.
6. VENTO TV reserves the right to accept or reject any potential client and decide at any time whether allow him/her to sign up, update, change plan or use the services.
7. The client should provide a valid email address and a valid name for his/her account, as well as the rest of the information he is requested, to complete the registration process.

Cancellation and Termination

1.- The client can cancel his/her account at any time, in accordance with the cancellation procedure established by VENTO TV in the web page.

3.- VENTO TV reserves the right to cease or close the account or deny the use, present or future, of the Service or any other service provided by VENTO TV for any reason and at any time. This termination of the Service will result in the disablement or termination of the account and of the access to such account. VENTO TV reserves the right to deny the provision of services to any person, by any reason and at any time.

Changes in the service and prices

1. VENTO TV reserves the right to modify or suspend, temporally or permanently, the Service (or any part of the Service) without prior notice.

2. The prices for all the services, including but not limited to the payment of a subscription plan to the Service, will be subject to changes without any prior notice from VENTO TV. VENTO TV will not be responsible to the Client or to any third party for any modification, change in prices, discontinuation or interruption of the Service.

Copyright and Property

1. VENTO TV and its providers own the intellectual copyright of all the components of the Service, including but not limiting to the name of the service, the final users interface in the Service, its individual characteristics or the related documentation. You will not be able to copy, modify, adapt, reproduce, distribute, perform reverse-engineering, decompile or disassemble any aspect of the Service of which VENTO TV and its providers are their sole owners.

2. VENTO TV will not claim any copyright on intellectual property over the content that the client may upload or provide to the Service. Nevertheless, using the Service to send content, you accept that your content might be seen and shared.

Conditions of Use of the Service

1. The use of the Service, including any content, information or utility which may include, is offered "as it is" and "according to availability" without representation or warranty of any kind, either explicit or implicit, including but not limited to the implicit warranty of merchantability, adequacy to a particular purpose and non-infringement. The client assumes full responsibility and risk for the use of this service.

2. The client understands that the service may be used for the transmission of its content.

3. The client accepts that VENTO TV uses providers and external servers to provide the necessary hardware, software, webs, storing capacity and technology needed to execute the service.

4. The client cannot resell, duplicate, reproduce or exploit any part of the Service without the explicit written consent by VENTO TV.
5. The client may not use the service to store, host or send unwanted electronic mail (spam), chats or SMS messages.
6. The client may not use the service to transmit any virus, worms or malicious content.
7. We notify the users that the conversations on the chats may be recorded to improve the quality of the service.
8. VENTO TV doesn't guarantee (i) its capacity to use the Service, (ii) the satisfaction with the Service, (iii) that the service will be available at all times without suspension and without failures, (iv) the accuracy of the mathematical calculations performed by the Service or (v) that the failures in the service will be fixed in the time required.
9. VENTO TV, its partners and collaborating entities will not be liable neither for any damage, direct, indirect, incidental, resulting, special, exemplary, punitive or of any other kind, which may arise from or be related in any way to the use of the Service.
10. If any clause of these Conditions of service is not valid or enforceable, the enforceability of the remaining dispositions will not be affected by it.
11. VENTO TV may, but is not obliged, to withdraw any content or accounts which may be considered in its opinion, criminal, offensive, threatening, slanderous, defamatory, pornographic, obscene or of dubious legality or that may violate the copyright of any part of these Terms of Service.
12. In the case that VENTO TV at any time may cease to exercise any of the rights foreseen in the present document, this will not be considered as a renouncement to enforce them at any other time. These Terms of Service constitute the entire agreement between the CLIENT and VENTO TV and extinguish all previous agreements between you and VENTO TV (including, but not limited to, the previous versions of the Terms of Service).
13. Any questions related to these Terms of Service should be forwarded to info@VENTO.TV

14. Governing law and jurisdiction

14.1. These Conditions, and any claim or dispute in the interpretation and resolution of conflicts which may arise between the parties, shall be governed by the laws of the Kingdom of Spain.

14.2. The parties submit the final ruling of any controversy arising from this contractual relation to the law courts of the city of Madrid.

15. Protection of Personal Data

VENTO TV declares the maximum respect and gives the greatest importance to the protection of the data of its clients, whose decisions on the use of the data will be respected in all cases.

VENTO TV, in compliance with the provisions of the article 5 of the Organic Law 15/1999, on Protection of Personal Data, informs that complies with the dispositions of the above mentioned act and with any other existing regulation on the matter, and keeps a [Privacy Policy](#) on personal data, by which it establishes mainly the use made by VENTO TV of the personal data.

Under the dispositions of the article 15 et seq. of the Personal data act and the terms which are indicated in its development regulation approved by Royal Decree 1720/2007, of the 21st of December, the owner of the data may at any time exercise his/her right of access, rectification, cancellation and objection, addressing by writing to VENTO TV by email to soporte@vento.tv