

Creative Commons	Creative Commons	COMMENTARIES
<p data-bbox="233 289 730 347">Attribution-NonCommercial-ShareAlike 2.0 Versión Inglés Original</p> <p data-bbox="184 443 779 740">CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.</p> <p data-bbox="184 781 275 802">License</p> <p data-bbox="184 841 779 1076">THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.</p> <p data-bbox="184 1206 779 1385">BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF</p>	<p data-bbox="806 289 1392 347">Attribution-NonCommercial-ShareAlike 2.0 – Chile Versión Inglés Final</p> <p data-bbox="800 412 1398 711">CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.</p> <p data-bbox="800 751 890 773">License</p> <p data-bbox="800 812 1398 1047">THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.</p> <p data-bbox="800 1177 1398 1385">BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.</p>	

<p>SUCH TERMS AND CONDITIONS.</p> <p>1. Definitions</p> <p>a. "Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.</p> <p>b. "Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.</p> <p>c. "Licensor" means the individual or entity that offers the Work under the terms of this License.</p> <p>d. "Original Author" means the individual or entity who created the Work.</p>	<p>1. Definitions</p> <p>a. "Individual Work": means a work produced by a single person.</p> <p>b. "Collective Work": means a work produced by a group of authors, without modifications beside a mount of another contributions who constitute by itself separate and independent works integrated to the whole collective, as periodical issues, anthologies or encyclopedias.</p> <p>c. "Collaborative Work": means a work produced jointly by two or more natural persons which contributions cannot be separated.</p> <p>d. "Native Work": means a work firstly created.</p> <p>e. "Derivative Work" means a work based upon</p>	<p>In the "Definitions" chapter, some modifications were done. Those changes are not transcendental because they don't change the direction and scope of the definitions, but rather expresses deleting and embodying some parts in order to fit better this concepts to the rules contemplated in the national Copyright Law. (17.336 Intellectual Property Act)</p> <p>In that way, the modifications were:</p> <p>As our legislation reveals, the works can be classified by the opportunity and the number of authors involved in his creation. To do that, this chapter was adapted in the following way:</p> <ul style="list-style-type: none"> • It's added the "individual work" concept in order to give sense to the "collective work" concept. • It's added the "collaborative work" concept to appoint another kind of work, when there is more than one creator and the work is not a "collective work". • It's adapted the "collective work" concept, changing the redaction to give it more coherence. Also, the examples are cited at the end of the concept. • It's added the "native work" concept
---	--	--

<p>e. "Work" means the copyrightable work of authorship offered under the terms of this License.</p> <p>f. "You" means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.</p> <p>g. "License Elements" means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, Noncommercial, ShareAlike.</p>	<p>a Native Work or in this Native Work and other pre-existing work, work refunded, transformed or adapted, such as translation, musical arrangement, dramatization, motion picture version, sound recording, art reproduction, compendium, abstract or any other. [For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.]</p> <p>f. "Licensor", means the individual or entity that offers the Work under the terms of this License.</p> <p>g. "Author", means a individual who created the Work.</p> <p>h. "Work", means a human intelligence derivative creation in the literary, artistic and scientific grounds, expressed in any form, which is protectable by the copyright offered under the terms of this License.</p> <p>i. "You", means a individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.</p>	<p>to give more sense to the "derivative work" concept.</p> <ul style="list-style-type: none"> • It's adapted the "derivative work" concept in the follow way: <ul style="list-style-type: none"> ○ It's modified the redaction to give it more coherence. ○ The "native work" concept is added to the definition. ○ It's remove the phrase "except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License" because it's needless in our national legislation. ○ The examples are cited at the end of the concept. • In the "Author" concept is removed the "original" reference, because it's needless. • The "Work" concept is extended,
---	--	---

<p>2. Fair Use Rights.</p> <p>Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.</p> <p>3. License Grant.</p> <p>Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:</p> <p>a. To reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;</p>	<p>j. “License Elements” means the following high-level license attributes as selected by Licensor and indicated in the title of this License: Attribution, Noncommercial, Share Alike.</p> <p>2. Fair Use rights.</p> <p>Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.</p> <p>3. License Grant.</p> <p>Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, for free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:</p> <p>a. To use and/or reproduce the Work, to incorporate the Work into one or more Collective Works and to reproduce the Work as incorporated in the Collective Works.</p> <p>b. To create and reproduce Derivative Works.</p>	<p>adding the cases according a work is susceptible of protection by the copyright, in accordance with the 1° clause of the Chilean Intellectual Property Act.</p> <p>Some denominations are replaced for better understanding:</p> <ul style="list-style-type: none"> ○ “Attribution” is “Attribution or Acknowledgment of Authorship” in order to give clearness to this attribute, referred to the paternity of the work. ○ “ShareAlike” is “Share Alike” to give more clearness to the translation, and emphasizing that the work must be share in the same conditions. In the English version we have just separated the words, in Spanish we gave to the word Alike a sense of “equality” <p>2. Fair Uses</p> <ul style="list-style-type: none"> • In the title, it’s removed the “rights” word, because it’s needless. • It’s added the work “exceptions”, since in our legislation the restrictions to the exclusive rights of the titular are conceived as limitations and exceptions to the copyright.
--	--	---

<p>b. to create and reproduce Derivative Works;</p> <p>c. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;</p> <p>d. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works;</p> <p>The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Sections 4(e) and 4(f).</p> <p>4. Restrictions.</p> <p>The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:</p> <p>a. You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly</p>	<p>c. To distribute copies of the Works, display publicly, perform publicly, and/or make available to the public including as incorporated in Collective Works in each case.</p> <p>d. To distribute copies of, display publicly, perform publicly, and make available to the public Derivative Works;</p> <p>The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved.</p> <p>4. Restrictions.</p> <p>The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:</p> <p>a. You may distribute, publicly display, publicly perform, or make available to the public the Work only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy of the Work You distribute, publicly display, publicly perform, or make available to the public. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted</p>	<p>The expression “royalty-free” was modified: it was eliminated the word “royalty” and kept just the word “free”, because it is more comprehensive.</p> <p>The “right to use” was added, because we understand this is the basic right and necessary precedent that allows the user to reproduce a Work and exercise the other economic rights.</p> <p>In clause 3, letters c. and d. all reference to “phonorecords” and “digital audio transmission” was eliminated, because national legislation makes no distinction between this kind of Work and others in order to give them an special treatment, as happens in the American legislation.</p> <p>The expression “including but not limited to the rights set forth in Sections 4(e) and 4(f)” was eliminated, because this sections are later respectively modified and eliminated, attending to reasons of no harmony with national legislation, that will be explained</p>
---	---	---

<p>perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.</p> <p>b. You may distribute, publicly display, publicly perform, or publicly digitally perform a Derivative Work only under the terms of this License, a later version of this License with the same License Elements as this License, or a Creative Commons iCommons license that contains the same License Elements as this License (e.g. Attribution-NonCommercial-ShareAlike 2.0</p>	<p>hereunder. You may not sublicense the Work. You must keep intact all warnings that refer to this License and to the warranties clause indicated on number 5 of this License. You may not distribute, publicly display, publicly perform, or make available to the public the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon warning from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested.</p> <p>b. You may distribute, publicly display, publicly perform, or make available to he public a Derivative Work only under the terms of this License, a later version of this License with the same License Elements as this License, or a Creative Commons iCommons license that contains the same License Elements as this License. You must include a copy of this License or other license specified in the previous sentence, or the Uniform Resource Identifier if it exists, with every copy of each Derivative Work You distribute, publicly</p>	<p>opportunely.</p> <p>In many articles of this License the expression “publicly digitally perform” or other similar has been replaced for “make available to the public” understanding the digital Work as included on it, just as the 1996 WIPO’s Internet Trades do. As well, we replaced the expression “notice” for “warning”, because in Spanish the usual translation of the first one is clearly related to legal procedure aspects that exceeds the aim of this License.</p> <p>Just for pedagogical reasons, in clause number 4, we have made reference to the warranties clause signed with number 5 on this License.</p>
---	---	--

Japan). You must include a copy of, or the Uniform Resource Identifier for, this License or other license specified in the previous sentence with every copy or phonorecord of each Derivative Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Derivative Works that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder, and You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Derivative Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Derivative Work itself to be made subject to the terms of this License.

- c. You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

display, publicly perform, or make available to the public. You may not offer or impose any terms on the Derivative Works that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder, and You must keep intact all warnings that refer to this License and to the warranties clause indicated on number 5 of this License. You may not distribute, publicly display, publicly perform, or make available to the public the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License. The above applies to the Derivative Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Derivative Work itself to be made subject to the terms of this License.

- c. You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.
- d. If you distribute, publicly display, publicly perform, or make available to the public the

<p>d. If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.</p> <p>e. For the avoidance of doubt, where the Work is a musical composition:</p> <p>I. Performance Royalties Under Blanket Licenses. Licensor reserves the exclusive right to collect, whether individually or via a performance rights society (e.g. ASCAP, BMI, SESAC), royalties for the</p>	<p>Work or any Derivative Works or Collective Works, You must keep intact all copyright warnings for the Work and give the Original Author credit reasonable to the medium or means You are utilizing by conveying the name (or pseudonym if applicable) of the Original Author if supplied; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright warning or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on native Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.</p> <p>e. In case the Work is a musical composition [or interpretation], Licensor reserves the exclusive right to collect, whether individually or via a performance-rights society (e.g. SCD Chilean Copyright Society), royalties for the publicly perform or making available to the public (e.g. webcast) the Work if Your this performance is primarily intended for or directed toward commercial advantage or private monetary compensation.</p>	
---	---	--

<p>public performance or public digital performance (e.g. webcast) of the Work if that performance is primarily intended for or directed toward commercial advantage or private monetary compensation.</p> <p>II. Mechanical Rights and Statutory Royalties. Licensor reserves the exclusive right to collect, whether individually or via a music rights agency or designated agent (e.g. Harry Fox Agency), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions), if Your distribution of such cover version is primarily intended for or directed toward commercial advantage or private monetary compensation.</p> <p>f. Webcasting Rights and Statutory Royalties. For the avoidance of doubt, where the Work is a sound recording, Licensor reserves the exclusive right to collect, whether individually or via a performance-rights society (e.g. SoundExchange), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions), if Your public digital performance is primarily intended for or directed toward commercial advantage or private monetary compensation.</p> <p>5. Representations, Warranties and Disclaimer</p> <p>UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS,</p>	<p>5. Warranties</p> <p>UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS, WITH NO WARRANTIES OF ANY KIND CONCERNING TO THE WORK, EXPRESS, IMPLIED, STATUTORY OR ANY OTHER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A</p>	<ul style="list-style-type: none"> The expression “original work” has been replaced for “native work” adapting the concepts to the ones given in the clause Definitions. <p>We have dispensed from clauses 4.e.II) and 4.f of this License, because the compulsory licenses mentioned on them, as well as the royalties also indicated, are completely unknown in our national legislation. The reference to “performance rights society” or “agency” -contained in clause 4.e. have been adjusted to make this concepts fit with the national ones, as the Chilean Society of Copyright (Sociedad Chilena de Derechos de Autor - SCD) or other existing.</p>
--	---	--

<p>IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.</p> <p>6. Limitation on Liability.</p> <p>EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p> <p>7. Termination</p> <p>a. This License and the rights granted hereunder will terminate automatically upon any breach</p>	<p>PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.</p> <p>6. Limitation on Liability.</p> <p>EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU FOR ANY DAMAGE COMING FROM EXTRACONTRACTUAL OR CONTRACTUAL, OBJECTIVE OR SUBJECTIVE, RESPONSIBILITY, OR MORAL OR ECONOMIC DAMAGES, DIRECT OR INDIRECT, PREDICTABLE OR NOT PRODUCED FOR THE USE OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN KINDS OF RESPONSABILITIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.</p> <p>7. Termination</p> <p>a. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Derivative Works or Collective Works from</p>	<p>The title of article 5 has been changed, eliminating the expressions “representations” for not being necessary and “disclaimer” for confusing. Nevertheless the spirit of this clause still keeps unaltered. Also, slight modifications have been introduced in the text, in order to ensure de comprehension of this section.</p>
---	---	---

by You of the terms of this License. Individuals or entities who have received Derivative Works or Collective Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.

- b. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

- 1. Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.

You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.

- b. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work under the terms of this License at any time; provided, however that any such election will not operate with retroactive effect on which concerns to this License (or any other License or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous.

- 1) Each time You distribute or make available to the public the Work or a Collective Work, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License.
- 2) Each time You distribute or make available to the public a Derivative Work, Licensor offers to the recipient a license to the native Work on the same

In clause 6, the institutions from Common Law have been replaced for those ones known in our national legislation, with the due respect of the inherent philosophy existent in the original clause: excluding the Licensor of all kind of responsibility, except on those limited cases in which the own law not allows that exclusion, as occur in case of responsibility from a bad faith behavior.

<p>2. Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.</p> <p>3. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.</p> <p>4. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.</p> <p>5. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.</p> <p>Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the</p>	<p>terms and conditions as the license granted to You under this License.</p> <p>3) If any provision of this License turns into invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.</p> <p>4) No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party who is waivering or consenting.</p> <p>5) This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.</p> <p>Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation the ones</p>	<p>In order to understand better the different categories of Works, in clause 7.b., the expression “release” has been translated not only as “to perform for the first time”, we also used the word in the sense of “publishing”.</p> <p>Meanwhile, in the same clause the use of some expressions have had the purpose of improving the comprehension of the text, just as the inclusion of the phrase “will not operate with retroactive effect on which concerns to this License” that explains the absence of effects over the past.</p>
--	--	--

<p>Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.</p> <p>Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.</p> <p>Creative Commons may be contacted at http://creativecommons.org/</p>	<p>coming from extracontractual or contractual, objective or subjective responsibility, or moral or economic damages, direct or indirect, predictable or not caused in relation with this License. Notwithstanding, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.</p> <p>Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon express request.</p> <p>Creative Commons may be contacted at http://creativecommons.org/.</p>	<ul style="list-style-type: none"> • The expression “original work” has been replaced for “native work” adapting the concepts to the ones given in the clause Definitions. • The expression “invalid” was replaced for “turns into invalid” because in national legislation it is previously required the declaration of invalidity in order to obtain the effects of this institution. • The expression “to be charged” was eliminated for being unnecessary in the context of our language,
---	--	--

		<p>In the final note, we replaced the legal institutions from Common Law for those typical on our national legislation, respecting the inherent philosophy of the original text: excluding Creative Commons from all kind of -responsibility.</p> <ul style="list-style-type: none">• The expression “upon request from time to time” was replaced for “upon express request” in order to add more certainty to this phrase.
--	--	--