

## **LEGAL TERMS AND COOKIES**

These Terms of Use govern access to and use of the websites accessible through the domain names brandsmith.es and their respective subdomains (hereinafter, indistinctly referred to as "the Website"). The simple access to the Website attributes to the person who performs it the condition of User of the Website (hereinafter, "the" User ") and implies the acceptance of all the terms included in these Conditions of use. If you do not agree with these Terms of Use, the User must immediately leave the Website without using it.

By means of the acceptance of these Conditions of use, the User states:

to. That you have read and understood what is stated here.

b. That assumes all the obligations set forth herein.

The User must review the version control of these Terms of Use each time he accesses the Website, as they may undergo modifications.

The owner of the Website reserves the right to make, at any time and without prior notice, any modification or update of its contents and services; of these Conditions of use and, in general, of all the elements that make up the design and configuration of the Website.

## **GENERAL**

In compliance with the provisions of article 10 of Law 34/2002, of July 11, on services of the information society and electronic commerce, the following is the general information of the Website:

Headline:

BrandSmith, S.L. (hereinafter, "BrandSmith").

N.I.F .: B-85290724

E-mail: hello@brandsmith.es

Phone: (+34) 607 701 159

Registration data: Company registered in the Mercantile Register of Madrid, Volume 25.110, Folio 169, Section 8, Page M-452260, Inscription 1.

## **DIRECTIONS OF USE**

The User undertakes to use the Website and all its content and services in accordance with the provisions of law, morals, public order and these Terms of Use, not using them to carry out illicit or criminal activities, which attempt against the rights of third parties and / or that infringe the regulation on intellectual and industrial property, or any other norms of the applicable legal system.

By way of example, but in no case limiting or excluding, the User agrees to:

Do not introduce or disseminate content or propaganda of a racist, xenophobic, pornographic, apology of terrorism or that violates human rights.

Do not introduce or disseminate on the network data programs (viruses and harmful software) that may cause damage to the computer systems of the access provider, its suppliers or third-party Internet users.

Not to disseminate, transmit or make available to third parties any type of information, element or content that violates fundamental rights and public freedoms recognized constitutionally and in international treaties.

Not to disseminate, transmit or make available to third parties any type of information, element or content that constitutes illicit or unfair advertising.

Not transmit unsolicited or authorized advertising, advertising material, "junk mail", "chain letters", "pyramidal structures", or any other form of solicitation, except in those areas (such as commercial spaces) that have been exclusively conceived for it.

Do not introduce or disseminate any false, ambiguous or inaccurate information and content in a way that misleads the recipients of the information.

Do not impersonate other Users using their registration keys to the different services and / or contents of the Website.

Not to spread, transmit or make available to third parties any type of information, element or content that involves a violation of the rights of intellectual and industrial property, patents, trademarks or copyright that correspond to the owners of the Website or to third parties.

Not to spread, transmit or make available to third parties any type of information, element or content that supposes a violation of the secrecy of the communications and the legislation of personal data.

The User undertakes to hold BrandSmith harmless against any possible claim, fine, penalty or sanction that may be required to be borne as a result of the User's failure to comply with any of the aforementioned rules of use, reserving, in addition, BrandSmith the right to request compensation for damages that correspond.

#### **EXCLUSION OF LIABILITY**

BrandSmith assumes no responsibility for the failure to update this Web site, nor guarantees that the published information is accurate or complete. Therefore, the User must confirm that the published information is accurate and complete before making any decision related to any service or content described on this Website.

The access of the User to the Website does not imply for BrandSmith the obligation to control the absence of viruses, worms or any other harmful computer element. It corresponds to the User, in any case, the availability of adequate tools for the detection and disinfection of harmful computer programs.

BrandSmith is not liable for any damages caused to the software and computer equipment of the User or third parties during the use of the services offered on the Website, nor of the damages or losses of any kind caused to the User that may be caused by failures or disconnections in telecommunications networks that produce the suspension, cancellation or interruption of the Website service during the provision of the same or prior.

BrandSmith may, at its sole discretion and without prior notice, temporarily or permanently suspend the accessibility and / or permanence of the Website on the Internet, as well as the services offered through it. Under no circumstances BrandSmith will assume any responsibility derived from such acts.

#### **CONTENTS AND SERVICES**

The Website may contain technical linking devices, directories and even search tools that allow the User to access other Internet pages and portals (hereinafter, "Linked Sites"). In these cases, BrandSmith will only be responsible for the contents and services provided in the Linked Sites to the extent that it has effective knowledge of the illegality and has not deactivated the link with due diligence. In the event that the User considers that there is a Linked Site with illicit or inappropriate contents, he / she can inform BrandSmith, without this communication entailing the obligation to remove the corresponding link.

In any case the existence of Linked Sites should presuppose the formalization of agreements with the managers or owners thereof, or the recommendation, promotion or identification of BrandSmith with the statements, content or services provided.

BrandSmith does not know the contents and services of the Linked Sites and, therefore, is not responsible for the damages caused by the illegality, quality, outdated, unavailability, error and uselessness of the contents and / or services of the Linked Sites, nor for any other damage that is not directly attributable to BrandSmith.

#### **NULLITY AND INEFFICIENCY OF THE CLAUSES**

If any clause included in these Terms of Use is declared totally or partially null or ineffective, such nullity or ineffectiveness will only affect said provision or the part of it that is null or ineffective, subsisting these Conditions of use in all respects. others and considering such provision totally or partially as not included.

#### **APPLICABLE LEGISLATION AND COMPETENT JURISDICTION**

These Terms of use will be governed and construed in accordance with Spanish legislation. BrandSmith and the User agree to submit any dispute that may arise between them for the access and / or use of the Website to the Courts and Tribunals of Madrid, unless the law establishes otherwise.

#### **USE OF COOKIES**

BrandSmith S.L. uses cookies when a User navigates through the web pages of the Portal. Cookies are only associated with the browser of a specific computer (an anonymous user), and do not provide by themselves the name and surname of the user. Thanks to cookies, it is possible that BrandSmith S.L. recognize the preferences on the contents of the Portal selected in previous visits by the Users, in order to remember their preferences without having to re-select them in subsequent visits. The user has the possibility to configure his browser to be warned on the screen of the reception of cookies and to prevent the installation of cookies on his hard drive.

#### **Our cookie policy**

To use this website in full the user must accept cookies since many online features have been specifically designed to work through the use of cookies. It is important to note that the cookies that have been installed through this website do not store your personal information or sensitive data.

Next, a classification of the cookies is made according to a series of categories. However, it is necessary to keep in mind that the same cookie can be included in more than one category.

a) Types of cookies according to the entity that manages it

Depending on the entity that manages the computer or domain from which the cookies are sent and treat the data obtained, we can distinguish:

**Own cookies:** Are those that are sent to the user's terminal equipment from a computer or domain managed from the editor itself and from which the user requested service is provided.

**Third party cookies:** These are those that are sent to the user's terminal equipment from a computer or domain that is not managed by the publisher, but another entity that processes the data obtained through cookies.

In the event that cookies are installed from a computer or domain managed by the publisher, but the information collected through them is managed by a third party, they cannot be considered as own cookies.

#### b) Types of cookies according to the period of time they remain activated

Depending on the length of time that they remain activated in the terminal equipment, we can distinguish:

- **Session cookies:** These are a type of cookies designed to collect and store data while the user accesses a web page. They are usually used to store information that only interested in preserving the service requested by the user on a single occasion (eg a list of products purchased).
- **Persistent cookies:** These are a type of cookies in which the data is still stored in the terminal and can be accessed and processed during a period defined by the person responsible for the cookie, which can range from a few minutes to several years.

#### c) Types of cookies according to their purpose

Depending on the purpose for which the data obtained through cookies are processed, we can distinguish between:

- **Technical cookies:** These are those that allow the user to navigate through a website, platform or application and the use of different options or services that exist in it, such as controlling traffic and data communication, identifying the session, access restricted access parts, remember the elements that make up an order, perform the purchase process of an order, make the request for registration or participation in an event, use security elements during navigation, store contents for dissemination of videos or sound or share content through social networks.
- **Personalization cookies:** These are those that allow the user to access the service with some predefined general characteristics based on a series of criteria in the user's terminal as an example would be the language, the type of browser through which the user accesses the service, the regional configuration from where you access the service, etc.
- **Analysis Cookies:** These are those that allow the person responsible for them to monitor and analyze the behavior of the users of the websites to which they are linked. The information collected through this type of cookies is used in the measurement of the activity of the websites, application or platform and for the elaboration of navigation profiles of the users of said sites, applications and platforms, in order to introduce improvements in function of the analysis of the data of use made by the users of the service.

- **Advertising cookies:** These are those that allow the management, in the most efficient way possible, of the advertising spaces that, where appropriate, the editor has included in a web page, application or platform from which it provides the requested service based on criteria such as the content edited or the frequency in which the ads are displayed.
- **Cookies of behavioral advertising:** These are those that allow the management, in the most efficient way possible, of the advertising spaces that, if applicable, the editor has included in a web page, application or platform from which the requested service is provided. These cookies store information on the behavior of users obtained through the continuous observation of their browsing habits, which allows the development of a specific profile to display advertising based on it.
- **Third-party cookies:** These cookies are not sent by Pro-Populus, but by third parties and have their own terms of use and privacy. They appear when you visit [www.propopulus.eu](http://www.propopulus.eu) because of the integration in it of third-party services such as social networks, videos, advertisements, maps, etc. that escape our control.

d) List of cookies used by the entity

We use the following cookies in our portal:

Session cookies

Technical cookies

### Cookie management

What happens if the installation of cookies is not allowed or if they are disabled?

Your experience on the website may be limited and some functionalities of the Services will be disabled as, for example, remain identified.

### How to deactivate/activate cookies?

To deactivate/activate cookies on the device, the user will have to do so through the Internet browser.

All modern browsers allow you to change the Cookies settings. These settings are usually found in the 'options' or 'Preferences' menu of your browser.

- **Internet Explorer:** Tools> Intet options> Privacy> Configuration. For more information, you can consult Microsoft support or browser Help.
- **Firefox:** Tools> Options> Privacy> History> Custom Settings. For more information, you can consult Mozilla support or browser Help
- **Chrome:** Settings> Show advanced options> Privacy> Content settings. For more information, you can check Google support or browser Help.
- **Safari:** Preferences> Security. For more information, you can consult Apple support or browser Help. If you want information on how to manage cookies on a tablet and/or mobile, you should consult your documentation or online help files.

### How to deactivate/activate third-party cookies?

Third party cookies are not installed by us. Therefore, we suggest that the user consult the websites of these third parties to obtain information about the cookies they install and how they can be managed.

**Updates and changes in the privacy policy/cookies**

The Website may modify this Cookies Policy according to legislative or regulatory requirements, or in order to adapt said policy to the instructions issued by the Dutch Protection Data Authority, this is advised to Users who visit it periodically.

When there are significant changes in this Cookies Policy, they will be communicated to the Users through the web.