

INTERNAL



ADX-PGSI.023

PRIVACY POLICY

04/24/2024

	Prepared and reviewed by:	Approved by:
Name:	David Bruguera Quero	Albert Molina Boschmonar

Signature:

Post:	ITOIC Manager	Gerente general
Date:	See signature	See signature

We make
water
a **trusted**
friend



CHANGE HISTORY

Date revision	Description	Revision	Typology of confidentiality
03/05/2024	First Edition of the Procedure.	00	INTERNAL
04/24/2024	Second edition. Labeled and modified (Page 2)	01	INTERNAL

TYPE OF CONFIDENTIALITY:CONFIDENTIAL / RESTRICTED / INTERNAL / PUBLIC

DISTRIBUTION

Name	Position	Organization
David Bruguera	ITOIC Manager	ADASA



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ADASA Sistemas, SA (hereinafter, ADASA), as owner of this website, with NIF A 58.596.206, and registered office in El Prat de Llobregat (Barcelona), Ignasi Iglesias street, 217, 08820, and whose contact telephone number is +34 932 640 602 and contact fax number is +34 932 640 656, figure inscribed in the Mercantile Registry of Barcelona, Sheet 42997, Folio 145, Volume B-43562, Inscription 87. This policy describes what data it collects, how it uses it, the users' options in relation to this data, your rights (known as ARCO rights, Access, Rectification, Cancellation and Opposition and the new ones introduced by the RGPD, right to be forgotten, right to portability of data personal data and the right to limitation in processing), the security of your data, the commercial communications and the modification of the confidentiality policy.

The use of the ADASA website and any of the services incorporated into it, implies full acceptance of the conditions presented below.

1. DATA COLLECTION AND CONSENT

ADASA Sistemas, SA is responsible for the processing of the USER's personal data and informs you that these data will be processed in accordance with the provisions of the Regulation (EU) 2016/679, of April 27 (GDPR), and Organic Law 3/2018, of December 5 (LOPDGDD).

The purpose of processing your data is to maintain a commercial relationship or maintain a professional relationship (due to legitimate interest of the person responsible, art. 6.1.f GDPR) and sending communications of products or services (with the consent of the interested party, art. 6.1.a GDPR).

2. PURPOSES OF TREATMENT

The data we request is adequate, specific and necessary for the purpose for which it is collected, and will not be used with anything other than that for which they have been assigned. In no In this case, the user is obliged to provide these to ADASA, however, it must be noted that not Doing so results in the inability to provide ADASA services in the manner intended. usually.

ADASA is not responsible for the processing of personal data of the web pages to which it The user can access through the different links contained on our website.

Unless expressly indicated, it will be considered necessary to fill in all the fields of each form. These data offered by the user must be true, exact, complete and updated.



The user will be solely responsible for any damage or loss, direct or indirect, caused by to ADASA or any third party for filling out the forms with false, inaccurate, incomplete data or not updated, or with third party data.

Our website obtains the user's personal data by receiving forms, and through email, for the following purposes:

- Subscription to online newsletters, physical publications, web pages and communications commercial and promotional related to ADASA services.
- ADASA management for information or registration as a collaborating company and for the management and registration as a user of other ADASA products or services
- Commercial: when the interested person sends personal data to the address electronically to ADASA, you are expressly authorizing its use for the purposes of periodic communications, implicitly including those made by mail electronic. Registration or registration in certain services entails obtaining express consent for the sending of commercial or promotional communications from ADASA. Likewise, ADASA provides users with the mechanisms so that, in a simple and free manner, can withdraw the consent granted for the purpose of the sending electronic communications, fully complying with European regulations and national on the matter referred to.

ADASA reserves the right to decide whether or not to incorporate the personal data of those people to their files.

3. RIGHTS OF ACCESS, RECTIFICATION, CANCELLATION AND OPPOSITION; RIGHT TO BE FORGOTTEN, RIGHT TO THE PORTABILITY OF PERSONAL DATA AND THE RIGHT TO LIMITATION IN THE PROCESSING OF THE USER'S PERSONAL DATA.

The user has the right to access their personal data collected by ADASA, rectify them in If they are not correct, cancel them or oppose their treatment, in the terms established by Law, by contacting ADASA via email email rgpd@adasasistemas.com or by writing to ADASA in El Prat de Llobregat (Barcelona), calle Ignasi Iglesias, 217, 08820, always accompanying a photocopy of your DNI, or document accrediting the entity you represent.



Furthermore, with the introduction of the RGPD, the right to be forgotten, the right to portability, is incorporated. of personal data and the right to limitation in processing.

The right to be forgotten means preventing, by order of the affected party, the dissemination of personal information to through the Internet when its publication does not meet the requirements of adequacy and relevance provided for in the regulations. This encompasses the right to limit the universal and indiscriminate dissemination of personal data in general search engines when the information is obsolete or no longer has relevance or public interest, even if the original publication is legitimate.

The right to data portability entitles the interested party to obtain a copy of their data personal data in a structured and commonly used electronic format and transfer your data from a electronic processing system to another

The right to limitation in treatment consists of the power of the interested parties to request and obtain from the person responsible for the treatment or file, a limitation of the processing of your data personal when any of the following conditions are met:

- The interested party challenges the accuracy of the personal data, for a period that allows to the person responsible to verify the accuracy of these.
- The processing is unlawful and the interested party opposes the deletion of personal data and request instead the limitation of its use.
- The controller no longer needs the personal data for the purposes of the processing, but the interested party needs them for the formulation, exercise or defense of claims.
- The interested party has opposed the treatment.

It is important that, to keep personal data updated, you are always informed when produce some modification; Otherwise, ADASA is not responsible for their veracity.

If the user does not expressly cancel his or her personal data from the ADASA files, it is understood that the latter remains interested in their remaining incorporated as long as they are suitable for the purpose for which they were obtained, and as long as ADASA, SLU considers it appropriate.



4. PERSONAL DATA SECURITY

That in accordance with the provisions of current regulations on the protection of personal data, The CONTROLLER is complying with all the provisions of the GDPR and LOPDGDD regulations for the processing of personal data under their responsibility, and manifestly with the principles described in article 5 of the GDPR, by which they are treated lawfully, fairly and transparent in relation to the interested party and adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

The CONTROLLER guarantees that it has implemented appropriate technical and organizational policies to apply the security measures established by the GDPR and the LOPDGDD in order to protect the rights and freedoms of the USERS and has communicated to them the appropriate information so that can exercise them.

For more information about privacy guarantees, you can contact the CONTROLLER through from ADASA, in El Prat de Llobregat (Barcelona), Ignasi Iglesias street, 217, 08820, E-mail: rgpd@adasasistemas.com.

5. COMMERCIAL COMMUNICATIONS BY EMAIL

In compliance with article 21 of the Information Society and Commerce Services Law electronic (Law 34/2002, of July 11, on information society services and commerce electronic), Regulation (EU) 2016/679 General Data Protection and the Organic Law 3/2018, of December 5 (LOPDGDD), which prohibits the sending of commercial communications by means of email that have not previously been expressly authorized by the recipients, we inform you that the acceptance of commercial communications implies your express authorization to send you informational, commercial, advertising and promotional messages, by this means to the address provided.

Our website obtains the user's personal data through email and contact forms, with the following purposes:



- ADASA management for information or registration as a collaborating company and for the management and registration as a user of other ADASA services.
- Commercial: When the interested person sends personal data and accepts the sending of communications is expressly authorizing its use for communications purposes periodic.

The legal basis for the processing of your personal data for this purpose is your consent. You have authorized us to process your personal data through the affirmative declaration of will which involves checking the corresponding box next to the form when you enter your data.

Likewise, ADASA will provide users with mechanisms so that, in a simple and free way, may withdraw the consent granted for the purpose of sending communications electronic, fully complying with European and national regulations on the matter referred.

However, if you do not wish to receive our commercial communications, you can request it by contacting to ADASA via email rgdp@adasasistemas.com or, by writing addressed to ADASA in El Prat de Llobregat (Barcelona), calle Ignasi Iglesias, 217, 08820, accompanying always a photocopy of your ID, or document accrediting the entity you represent.

6. MODIFICATION OF THIS CONFIDENTIALITY POLICY

ADASA reserves the right in the future to modify its data protection policy in accordance at its discretion, or due to a legislative, jurisprudential, or business practice change. If ADASA introduces any modification, the new text will be published on this same page, where The user may be aware of the data protection policy. In any case, the relationship with the user will be governed by the rules provided at the precise moment in which it is accessed. to the website and, consequently, it is mandatory to read them every time you provide us with your data through of our website.

The use of the Website attributes to anyone who uses it the status of User, and accepts the present Conditions of which you have had the opportunity to become aware.



7. OBLIGATION TO MAKE CORRECT USE OF THE WEBSITE AND THE CONTENTS

All content included on this website is provided for the sole purpose of informative, so that in no case can they serve as a basis for appeals or claims or constitute a source of rights. ADASA reserves the right to modify, without prior notice, the contents of the website.

The User undertakes to use the Website and the utilities provided correctly. in accordance with the law, this legal document, and the instructions and notices communicated to you.

The User undertakes to exclusively use the Website, and all its contents, for lawful purposes and not prohibited, that do not infringe current legislation and/or may be harmful to legitimate rights of ADASA or any third party, and/or that may cause any damage or harm directly or indirect.

To this end, the user will refrain from using any of the contents of the Web page with illicit purposes or effects, prohibited in this document, harmful to the rights and interests of third parties or that, in any way, may damage, disable, overload, deteriorate or impede the normal use of the Web.

In particular, and for merely indicative and non-exhaustive purposes, the user undertakes not to transmit, disseminate or make available to third parties information, data, content, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in generally, any kind of material that:

- In any way it is contrary to, belittles or violates fundamental rights and public freedoms recognized constitutionally, in international treaties and in the rest of the legislation;
- Induces, incites or promotes criminal, denigrating, defamatory, slanderous, violent or, in general, contrary to the law, morality and good customs generally accepted or to public order;
- Induces, incites or promotes discriminatory actions, attitudes or thoughts by reason of sex, race, religion, beliefs, age or condition;



- Incorporate, make available or allow access to products, elements, messages and/or criminal, violent, offensive, harmful, degrading services or, in general, contrary to the law, morality and generally accepted good customs or public order;
- Is false, ambiguous, inaccurate, exaggerated or untimely, in a way that induces or may mislead about its object or about the intentions or purposes of the communicator;
- It is protected by any intellectual or industrial property rights belonging to third parties, without the User having previously obtained from their owners the authorization necessary to carry out the use that you make or intend to make;
- Violates the trade secrets of others;
- Is contrary to the right to honor, personal and family privacy or one's own image people;
- In any way impair the credit of ADASA;
- Violates the regulations on secrecy of communications;
- Constitutes, where appropriate, illegal, misleading or unfair advertising and, in general, that competition unfair;
- Incorporate viruses or other physical or electronic elements that may damage or impede the normal functioning of the network, system or computer equipment (hardware and software) of ADASA or third parties or that may damage electronic documents and files stored on said computer equipment;
- Cause due to its characteristics (such as format, extension, etc.) difficulties in the normal operation of the Service;

The user agrees to refrain from:

- Reproduce, copy, distribute, make available or otherwise communicate publicly, transform or modify the Contents, unless you have the authorization of the holder of the corresponding rights or it is legally permitted;
- Delete, manipulate or in any way alter the "Copyright" and other identifying data of ADASA's reservation of rights;
- Try to obtain the Contents using means or procedures other than those that, depending on the case, have been made available for this purpose or have been indicated for this purpose on the Web page where the contents are found or, in general, of the that are commonly used on the Internet for this purpose as long as they do not entail a risk of damage or disablement of the website, the services and/or the contents.



The user will be liable for damages of any kind that ADASA may suffer, directly or indirectly, as a consequence of the breach of any of the obligations derived from the general conditions or the law in relation to the use of the Website.

8. INTELLECTUAL PROPERTY

All ADASA contents are the intellectual property of the company and are protected in function of current national and international intellectual property legislation.

The use of the content of our website is absolutely prohibited without the authorization of written by ADASA.

It is prohibited to establish this page as a frame for others, however, it may be establish a link to our address as long as they are not related to demonstrations false, inaccurate, incorrect, that may lead to error or confusion or that are contrary to the law, morality or good customs.

The user may download the Web page to their terminal as long as it is for private use, without no commercial purpose, so you may not exploit, reproduce, distribute, modify, communicate publicly, assign, transform or use the content of the Website for public or commercial purposes.

The infringement of any of the aforementioned rights may constitute a violation of these provisions, as well as a crime punishable in accordance with articles 270 and following of the Code Penal.

The brands, logos and any other industrial property that appear on this site are property of ADASA. The use of these brands is prohibited without prior written authorization. from ADASA.

9. SERVICE DURATION

ADASA does not guarantee the availability and continuity of the operation of the Website. When it reasonably possible, ADASA will give prior warning of interruptions in the operation of the website; ADASA does not guarantee the usefulness of the website for carrying out of any specific activity, nor its infallibility.



Access to the ADASA Website has an indefinite duration; However, ADASA reserves the right to right to suspend without prior notice access to users who, in its opinion, fail to comply with the rules of use of its website and exercise the appropriate legal measures. Furthermore, ADASA reserves the right to restrict access to some sections of the Website to the general public, limiting it only to specific users or groups of users through the delivery of a password access, for which they will be responsible.

10. EXCLUSION OF LIABILITY

ADASA makes every effort to avoid any errors in the contents of the page Web, but does not guarantee the availability and continuity of the operation of its website or those other websites with which a link has been established, as well as, ADASA will not be responsible for any damages that may arise from:

- The interruption of operation or the lack of availability of access to the Web page.
- The privacy and security in the use of the Web page by the User, and/or the non-consensual access from unauthorized third parties.
- The eventual transmission of elements that negatively affect the systems IT.
- The accuracy, completeness and timely updating of the contents of your website. In Consequently, ADASA does not guarantee the reliability, availability or continuity of its site. Web or the contents, so the use of the same by the user is carried out at your own expense and risk, without, at any time, being required to responsibilities to ADASA in this regard.

ADASA will not be responsible in the event of service interruptions, delays, errors, malfunction of this and, in general, other inconveniences that have their origin in causes that are beyond the control of ADASA and/or due to fraudulent or negligent action by the User and/or originates from causes of force majeure. In any case, whatever its cause, ADASA does not will assume any responsibility either for direct or indirect damages, consequential damage and/or for lost profits. ADASA will have the right, without any compensation to the user for these concepts, to temporarily suspend the services and contents of the website to carry out maintenance, improvement or repair operations of these.

ADASA excludes any liability for damages of any kind that may arise.

be due to the lack of veracity, accuracy, completeness and/or timeliness of the contents



transmitted, disseminated, stored, made available or received, obtained or to which has accessed through the Web; Nor for the content provided by third parties. or entities.

ADASA will try as far as possible to update and rectify that information hosted on your Website that does not comply with the minimum guarantees of veracity. However, you will be exempt from responsibility for its non-updating or rectification as well as for the contents and information poured into it.

ADASA is not responsible for the use that the user makes of the services and products of the Website or your passwords, as well as any other material on the Website, infringing intellectual or industrial property rights or any other right of third parties

ADASA reserves the right to eliminate content that is found to be untrue, inaccurate and contrary to the law, morality, public order and good customs.

eleven. LEGISLATION AND JURISDICTION

The provision of the service is governed by Spanish legislation, with the Courts of Barcelona, to which the User expressly submits.