

## PRIVACY POLICY

This policy applies to all individuals who interact with INFfirm through the Website, whether as users, individual customers or contact persons acting on behalf of corporate customers. All of them will hereinafter be referred to collectively as USERS.

Any changes in the processing of data will be reflected and updated in this policy; therefore, we recommend that USERS review it frequently and, if you have any questions, please write to us at [info@infirm.com](mailto:info@infirm.com).

### 1. Who are we?

INFfirm is RESPONSIBLE for processing USERS personal data and informs them that this data will be processed in accordance with the provisions of the regulations applicable to the USER and, in particular, in accordance with European data protection regulations.

### 2. What is personal data?

Personal data is any information that, independently or in combination with other available information, identifies or allows the identification of a natural person, directly or indirectly, such as name, surname, image, voice, postal address, email address, telephone number, official identity documents, etc. and/or that is related to a natural person, such as their bank account number, credit and/or debit card number, IP address, physical characteristics, tastes, preferences, habits and behaviour, and/or the products or services they purchase and/or information about their browsing habits, obtained through cookies.

### 3. What data do we process?

The types of personal data that will be processed will depend on each processing operation to be carried out and, in any case, will be strictly necessary for said processing.

In each form and/or means of contact, the USER shall provide at least the data marked as mandatory, with the inclusion of data in the remaining fields being voluntary. In the event that the USER shares personal data in the voluntary and/or mandatory fields, they are informed that these will only be used for the purpose of completing the request or query made. The USER guarantees that the personal data provided to INFfirm is accurate and is responsible for communicating any changes thereto.

INFfirm will process the data necessary to fulfil the purposes of the processing and which will be requested at any given time depending on the specific case, such as:

- a) The USER's first and last names.
- b) Email address.
- c) Contact telephone number.

### 4. Data processing, purpose, legal basis and retention periods

INFfirm carries out the following personal data processing:

- a) **Purpose of processing:** Management and response to queries or questions raised through the various contact channels available on the Website.

**Legal basis:** INFfirm's legitimate interest in responding to queries or questions raised in order to offer its customers and users the best possible experience. In this case, the corresponding balancing test has been carried out in advance to ensure that the interests, rights or fundamental freedoms of USERS do not prevail over our legitimate interest.

**Recipients:** No data transfers to third parties are envisaged, except where legally required.

**Retention periods:** Until the resolution of the request or query made and/or for as long as the professional and/or contractual relationship with the USER is maintained.

- b) **Purpose of processing:** Storage and retrieval of data from USERS who visit and/or interact with the Website.

**Legal basis:** Informed and express consent of the USER given when visiting the website and accepting and/or configuring cookies.

**Recipients:** Third-party recipients indicated in each cookie.

**Retention periods:** As long as the USER does not delete them and/or for the periods indicated in each cookie.

## 5. Data processors and transferees

The personal data processed may also be processed by external collaborators, acting as data processors for INFfirm, in order to provide the following products and services:

- a) IT products and services, including system maintenance, technical support, cybersecurity, web hosting and telecommunications networks.
- b) Labour, tax, accounting and/or legal management services necessary for the fulfilment of the company's legal and contractual obligations.
- c) Archiving, document management and secure information destruction services, where necessary.

INFfirm will not transfer personal data to any third party without first informing and/or obtaining the consent of the data subject and only in limited cases.

Where applicable, all data processors will maintain the same level of protection of your personal data as committed to in this PRIVACY POLICY and/or in the regulations on data protection or cybersecurity.

We enter into confidentiality and data processing agreements with our partners and suppliers of the products and services we may require. We also ensure that they all comply with the highest levels of confidentiality and best practice standards for privacy and security, and we review these standards and practices periodically.

## 6. International transfer

INFfirm informs that no international transfers of USER data are made.

## 7. Where do we obtain the data?

We obtain USER data directly from USERS who have contacted us through the various forms of communication available on the Website and/or social networks.

Likewise, through the cookie system, INFfirm will obtain certain data from USERS visiting the Website, regarding their browsing, provided that the USER has previously accepted the COOKIE POLICY.

## **8. Exercising rights**

INFfirm informs the owners of personal data that they have the following rights:

- a) Access: allows the data subject to obtain information on whether INFfirm is processing personal data concerning them and, if so, the right to obtain information on the personal data being processed.
- b) Rectification: allows errors to be corrected and data that is inaccurate or incomplete to be modified.
- c) Erasure: allows personal data to be erased and no longer processed by INFfirm, unless there is a legal obligation to retain it and/or other legitimate reasons for its processing by INFfirm prevail.
- d) Restriction: allows the owner of the personal data being processed to request that INFfirm apply measures to that data, so that it limits the processing of the data while the accuracy of the data or the legitimacy of its processing is verified; or prevents its modification or, where appropriate, its erasure or deletion, in order to keep it as evidence or as a basis for claims.
- e) Objection: in certain circumstances and for reasons related to their particular situation, data subjects may object to the processing of their data. INFfirm will cease to process the data, except for compelling legitimate grounds, or the exercise or defence of possible claims.
- f) Portability: allows the data subject to receive their personal data and/or have it transmitted directly to another controller in a structured, commonly used and machine-readable format.

The holder of personal rights may exercise their rights of access, rectification, erasure, restriction of processing, objection, portability of their personal data or revoke their consent by writing to INFfirm at the following email address: [info@inffirm.com](mailto:info@inffirm.com).

## **9. Data protection officer and complaints to a supervisory authority**

If you have any questions or concerns in this regard, please do not hesitate to contact INFfirm at [info@inffirm.com](mailto:info@inffirm.com).

Likewise, for any incident that USERS may have regarding data protection, they may contact the INFfirm Data Protection Officer via email at [dpo@inffirm.com](mailto:dpo@inffirm.com).

Please note the address of the Spanish Data Protection Agency for any complaints and/or additional information about your rights: [www.aepd.es](http://www.aepd.es).

## **10. Security and guarantees**

INFfirm undertakes to adopt the security measures within its power to guarantee the security of personal data and prevent its alteration, loss, unauthorised processing or access, taking into account the state of technology, the nature of the data stored and the risks to which it is exposed, all in accordance with the provisions of the applicable regulations.

## **11. Minors**

INFfirm directs the Website and/or the provision of services to persons over 18 years of age. Therefore, if a minor wishes to request information and/or intends to purchase INFfirm's services, we ask that they do so with the prior authorisation of their parents or guardians.

INFfirm does not deliberately collect information from persons under the age of 18 without the express written authorisation of their parents and/or guardians. Likewise, INFfirm will take the necessary technical measures to prevent minors from accessing the products and services offered by INFfirm without the express consent of their parents or guardians.

If INFfirm detects that a minor is using this Website, requesting information, and/or attempting to purchase a service without the authorisation of their parents and/or guardians, it will proceed to cancel the information sent and notify the competent authority or body. To this end, INFfirm requests the cooperation of all users. If anyone detects the disclosure and/or use of any of this data, they are requested to report it via the email address provided so that appropriate action can be taken.

## **12. Social Networks**

The service provider for INFfirm's official profiles on the [LINKEDIN](#) social network is the entity INFfirm (hereinafter the OFFICIAL SITES).

Access to and use of the OFFICIAL SITES requires acceptance of the Specific Conditions of the Social Networks Section, the LEGAL NOTICE and PRIVACY POLICY detailed therein, as well as the policy and rules of the [LINKEDIN](#) social network platform. However, the general operation of the social network is regulated firstly by the conditions established by the owner and/or provider of the social network and secondly by these conditions.

For more information on the privacy policies and terms of use of the main social networks, please consult the following links:

- Facebook (Meta): [Privacy Policy](#); [Terms of Service](#)
- Instagram (Meta): [Privacy Policy](#); [Terms of Use](#)
- Twitter/X: [Privacy Policy](#); [Terms of Service](#)
- LinkedIn: [Privacy Policy](#); [Terms of Use](#)
- YouTube (Google): [Privacy Policy](#); [Terms of Service](#)

INFfirm may remove from the OFFICIAL SITES any information that contravenes the rules established in the LEGAL NOTICE or the PRIVACY POLICY and/or the owner of the social network, as well as any information that contravenes the provisions of the law, morality or public order.

Similarly, the owners or providers of social networks may remove any content that, either ex officio or through a complaint from another USER, contravenes the rules or operating regulations imposed by the provider of each of the networks.

To stop following the OFFICIAL SITES, the USER must follow the steps indicated in the operating and usage conditions of each social network provider in question, without INFfirm being able to intervene in this process.

However, INFfirm reserves the right to create, edit, modify and/or delete sites, profiles and accounts without prior notice.

Social media profiles and accounts are intended for persons over the age of 14. However, the OFFICIAL SITES are intended for adults, and therefore minors over the age of 14 should not register or use any service offered on the OFFICIAL SITES, INFfirm's social media profile or account, or provide any personal information.

INFfirm will take the necessary steps to prevent the use of the OFFICIAL SITES and/or social media profiles or accounts by minors, to the extent possible.

The USER may publish and exchange information and content, as well as establish communication between several USERS, provided that the use does not go beyond private use and, in no case, has an economic or commercial purpose.

The USER is obliged to make reasonable use of the OFFICIAL SITES and their content, in accordance with the possibilities and purposes for which they are designed, in accordance with customs and practices, morality, current legislation, these rules and the rules and policies published by social networks. The USER shall be solely responsible for the information, images, opinions, references or content of any kind that they communicate, host, transmit, make available or display through the OFFICIAL SITES.

INFfirm cannot be held editorially responsible for the content published by the USER and expressly states that it does not identify with any of the opinions that USERS publish on the OFFICIAL SITES, for which the issuer of such opinions is entirely responsible.

In any case, the use of the OFFICIAL SITES for illegal or unauthorised purposes, with or without economic intent, is prohibited, and, more specifically and without the following list being exhaustive, the following is prohibited:

- Hosting, storing, disclosing, publishing, distributing or sharing any content that may be considered a violation in any form of the fundamental rights to honour, image and personal and family privacy of third parties, data protection and, in particular, minors.
- Hosting, storing, disclosing, publishing, distributing or sharing images or photographs that contain images or personal data of third parties without having obtained the appropriate consent from their owners.
- Host, store, disclose, publish, distribute or share any content that violates the secrecy of communications, infringes industrial and intellectual property rights or violates the regulations governing the protection of personal data.
- Reproducing, distributing, making available or otherwise sharing, within or outside the OFFICIAL SITES, photographs or images that have been made available by other USERS.

- Hosting, storing, disclosing, publishing, distributing or sharing any material or information that is illegal, racist, obscene, pornographic, abusive, defamatory, misleading, fraudulent or in any way contrary to morality or public order.
- Use the service to insult, defame, intimidate, violate the image of or harass other USERS and/or third parties.
- Introduce computer viruses, defective files, or host, store, distribute or share any other material or computer program that may cause damage or alterations to the content, programmes or systems of the OFFICIAL SITES.
- Using the OFFICIAL SITES to send advertising or commercial communications, to send messages for advertising purposes or to collect data for the same purpose.
- Using the OFFICIAL WEBSITES, regardless of their purpose, to send unsolicited mass and/or repetitive emails to a large number of people, or to send third-party email addresses without their consent.
- Impersonate a third party for any purpose.

INFfirm may inform and collaborate with the competent police, judicial and/or administrative authorities if it detects illegal use of the OFFICIAL WEBSITES.

The USER is informed that the content and services offered through the OFFICIAL SITES - including texts, graphics, images, animations, musical creations, videos, sounds, drawings, photographs, all comments, presentations and html code thereof, as well as trademarks, trade names or distinctive signs that appear, without this list being exhaustive- are protected by intellectual and industrial property laws. The ownership of the rights to any of the aforementioned content may correspond to both INFfirm and third parties, whether individuals and/or legal entities.

The publication of the aforementioned content through the OFFICIAL WEBSITES shall in no case imply the transfer, waiver or transmission, in whole or in part, of the ownership of the corresponding intellectual and industrial property rights by INFfirm and/or its legitimate third-party owners to the USER. Under no circumstances may the USER make any use of the services and content on the site that is not exclusively personal.