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# LEGAL NOTICE AND GENERAL CONDITIONS OF USE OF THE WEBSITE

www.becosan.com

#### I. GENERAL INFORMATION

In compliance with the duty of information provided for in Law 34/2002 of Services of the Society and Electronic Commerce (LSSI-CE) of 11 July, the following general information on this website is provided below:

The ownership of this website, www.becosan.com, (hereinafter Website) is held by: BECOSAN APS, VAT: DK40775064 and registered in: CVR Register, Denmark, whose representative is: Kenneth Olsen, and whose contact details are:

#### Address:

Nebelvej 15, 8700 Horsens, Denmark

Contact telephone number: +4540979740

Contact email: info@becosan.com

#### II. GENERAL TERMS AND CONDITIONS OF USE

#### The subject matter of the terms and conditions: The website

The purpose of these General Terms and Conditions of Use (hereinafter referred to as the Terms) is to regulate access to and use of the Website. For the purposes of these Terms and Conditions shall mean: the external appearance of the screen interfaces, both statically and dynamically, ie the navigation tree; and all the elements integrated both in the screen interfaces and in the navigation tree (hereinafter, Content) and all those services or online resources that may be offered to Users (hereinafter, Services).

BECOSAN reserves the right to modify, at any time and without notice, the presentation and configuration of the Website and the Content and Services that may be incorporated therein. The User acknowledges and accepts that at any time BECOSAN may interrupt, deactivate and/or cancel any of these elements that are integrated in the Website or access to them.

The access to the Website by the User is free and, as a general rule, it is free of charge without the User having to provide a consideration in order to enjoy it, except for the cost of connection through the telecommunications network supplied by the access provider contracted by the User.

The use of any of the Contents or Services of the Website may be made by means of prior subscription or registration by the User.

#### The User

Access, browsing and use of the Website, as well as the spaces enabled for interaction between Users, and the User and BECOSAN, such as comments and / or blogging spaces, confers the status of User, so it is accepted, from the time you start browsing the Website, all the Conditions set forth herein, as well as its subsequent amendments, without prejudice to the application of the relevant legal regulations of mandatory compliance as the case may be. Given the relevance of the above, the User is recommended to read them every time he/she visits the WEBSITE.

The BECOSAN website provides a wide range of information, services and data. The user assumes responsibility for the correct use of the Web Site. This responsibility extends to:

A use of the information, Content and / or Services and data offered by BECOSAN without being contrary to the provisions of these Conditions, the Law, morality or public order, or that in any other way may involve injury to the rights of third parties or the same operation of the Website.

The veracity and legality of the information provided by the User in the forms provided

by BECOSAN for access to certain Content or Services offered by the Website. In any case, the User shall immediately notify BECOSAN about any fact that allows the misuse of the information registered in these forms, such as, but not limited to, the theft, loss, or unauthorized access to identifiers and / or passwords, in order to proceed to its immediate cancellation.

BECOSAN reserves the right to remove any comments and contributions that violate the law, respect for human dignity, which are discriminatory, xenophobic, racist, pornographic, spamming, that threaten youth or childhood, order or public safety or, in his opinion, were not suitable for publication.

In any case, BECOSAN will not be responsible for the opinions expressed by users through comments or other blogging or participation tools that may exist.

The mere access to this WEBSITE does not imply any kind of commercial relationship between BECOSAN and the User.

Always in compliance with current legislation, this BECOSAN Website is aimed at all persons, regardless of age, who may access and/or browse the pages of the Website.

## III. ACCESS AND NAVIGATION ON THE WEBSITE: EXCLUSION OF WARRANTIES AND LIABILITY

BECOSAN does not guarantee the continuity, availability and usefulness of the Website, nor of the Contents or Services. BECOSAN will make every effort to ensure the proper functioning of the Website, however, BECOSAN makes no representation or warranty that access to this Website will be uninterrupted or error free.

Neither is it responsible for or guarantees that the content or software that can be accessed through this Website, is free of error or cause damage to the computer system (software and hardware) of the User. In no event shall BECOSAN be liable for any loss or damage of any kind arising from access, navigation and use of the Website, including, but not limited to, those caused to computer systems or those caused by the introduction of viruses.

BECOSAN is also not responsible for any damage that may be caused to users by improper use of this Website. In particular, BECOSAN is not responsible in any way for any telecommunications failures, interruptions, faults or defects that may occur.

#### IV. PRIVACY POLICY AND DATA PROTECTION

BECOSAN undertakes to adopt the necessary technical and organisational measures, according to the level of security appropriate to the risk of the data collected.

#### Laws incorporated in this privacy policy

This privacy policy is adapted to the Spanish and European regulations in force regarding the protection of personal data on the Internet. Specifically, it respects the following regulations:

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).

#### Identity of the party responsible for the processing of personal data

The data controller of the personal data collected in BECOSAN is: BECOSAN ApS, VAT: DK40775064 (hereinafter also the Data Controller). Its contact details are as follows:

#### Address:

Nevelbej 15, 8700 Horsens, Denmark

Contact telephone number: +4540979740

Contact email: info@becosan.com

#### Data Protection Officer (DPO)

In compliance with the provisions of the RGPD and the LOPD-GDD, we inform you that the personal data collected by BECOSAN through the forms provided on our pages will be incorporated and processed in our files in order to facilitate, expedite and fulfill the commitments established between BECOSAN and the User or the maintenance of the relationship established in the forms filled in by the User, or to respond to a request or query from the User. Likewise, in accordance with the provisions of the RGPD and the LOPD-GDD, unless the exception provided for in article 30.5 of the RGPD applies, a register of processing activities is kept which specifies, according to its purposes, the processing activities carried out and the other circumstances established in the RGPD.

#### Principles applicable to the processing of personal data

The processing of the User's personal data shall be subject to the following principles set out in Article 5 of the GDPR:

Principle of lawfulness, fairness and transparency: the consent of the User shall be required at all times following fully transparent information on the purposes for which

the personal data are collected.

Purpose limitation principle: personal data will be collected for specified, explicit and legitimate purposes.

Principle of data minimisation: personal data collected will be only that which is strictly necessary in relation to the purposes for which they are processed.

Accuracy principle: personal data must be accurate and always up to date.

Principle of limitation of the storage period: personal data shall only be kept in a form that allows the identification of the User for the time necessary for the purposes for which they are processed.

Principle of integrity and confidentiality: personal data shall be processed in such a way as to ensure their security and confidentiality.

Principle of proactive accountability: the Controller shall be responsible for ensuring that the above principles are complied with.

#### **Categories of personal data**

The categories of data processed by BECOSAN are solely identification data. Under no circumstances are special categories of personal data processed within the meaning of Article 9 of the GDPR.

#### Legal basis for the processing of personal data

The legal basis for the processing of personal data is consent. BECOSAN undertakes to obtain the express and verifiable consent of the User to the processing of his personal data for one or more specific purposes.

The User shall have the right to withdraw his/her consent at any time. It will be as easy to withdraw consent as it is to give it. As a general rule, withdrawal of consent shall not condition the use of the Website.

On those occasions when the User must or may provide their data through forms to make enquiries, request information or for reasons related to the content of the Website, they will be informed in the event that the completion of any of them is compulsory because they are essential for the correct development of the operation carried out.

#### Purposes of the processing for which the personal data is used

The personal data are collected and managed by BECOSAN in order to facilitate, expedite and fulfill the commitments established between the Website and the User or the maintenance of the relationship established in the forms that the latter fills in or to respond to a request or query.

Likewise, the data may be used with a commercial purpose of personalization, operational and statistical, and activities of the corporate purpose of BECOSAN, as well as for the extraction, storage of data and marketing studies to adapt the Content offered to the User, as well as to improve the quality, operation and navigation through the Website.

At the time the personal data is obtained, the User will be informed about the specific purpose or purposes of the processing for which the personal data will be used, i.e. the use or uses that will be given to the information collected.

#### Retention periods of personal data

Personal data will only be retained for the minimum time necessary for the purposes of their processing and, in any case, only for the following period: 3 years, or until the User requests their deletion.

At the time the personal data is obtained, the User will be informed of the period for which the personal data will be retained or, where this is not possible, the criteria used to determine this period.

#### **Recipients of personal data**

The User's personal data will be shared with the following recipients or categories of recipients:

Google Analytics, domiciled at 1600 Amphiteatre Parkway, Mountain View (California), CA 94043, United States.

In the event that the Controller intends to transfer personal data to a third country or international organisation, the User will be informed at the time the personal data is obtained about the third country or international organisation to which the data is intended to be transferred, as well as the existence or absence of an adequacy decision by the Commission.

#### Personal data of minors

In accordance with the provisions of articles 8 of the RGPD and 13 of the RDLOPD, only persons over 14 years of age may give their consent to the processing of their personal data in a lawful manner by BECOSAN. In the case of a child under 14 years of age, the consent of the parents or guardians is required for the processing, and the processing is only lawful to the extent that they have given their consent.

#### Secrecy and security of personal data

BECOSAN undertakes to adopt the necessary technical and organisational measures, according to the level of security appropriate to the risk of the data collected, so as to ensure the security of personal data and to prevent the accidental or unlawful destruction, loss or alteration of personal data transmitted, stored or otherwise processed, or the unauthorised communication of or access to such data.

The Website has an SSL (Secure Socket Layer) certificate, which ensures that personal data is transmitted securely and confidentially, as the transmission of data between the server and the User, and in return, fully encrypted or encrypted.

However, because BECOSAN cannot guarantee the impregnability of the Internet or the total absence of hackers or others who fraudulently access personal data, the Data Controller undertakes to notify the User without undue delay when a breach of security of personal data occurs that is likely to involve a high risk to the rights and freedoms of natural persons. In accordance with Article 4 of the GDPR, a breach of security of personal data means any breach of security resulting in the accidental or unlawful destruction, loss or alteration of personal data transmitted, stored or otherwise processed, or the unauthorised disclosure of or access to such data.

Personal data shall be treated as confidential by the Controller, who undertakes to inform and to ensure by means of a legal or contractual obligation that such confidentiality is respected by its employees, partners, and any person to whom it makes the information accessible.

#### Rights arising from the processing of personal data

The User has over BECOSAN and may, therefore, exercise the following rights recognised in the RGPD against the Data Controller:

Right of access: This is the User's right to obtain confirmation of whether or not BECOSAN is processing their personal data and, if so, to obtain information about their specific personal data and the processing that BECOSAN has carried out or is carrying out, as well as, among others, the information available on the origin of such data and the recipients of the communications made or planned of the same.

Right of rectification: This is the User's right to have his/her personal data amended if it proves to be inaccurate or, taking into account the purposes of the processing, incomplete.

Right of erasure ("the right to be forgotten"): This is the User's right, unless otherwise provided by applicable law, to obtain the erasure of his or her personal data where the

personal data is no longer necessary for the purposes for which it was collected or processed; the User has withdrawn consent to the processing and the processing has no other lawful basis; the User objects to the processing and there is no other legitimate reason to continue the processing; the personal data has been unlawfully processed; the personal data must be erased in compliance with a legal obligation; or the personal data has been obtained as a result of a direct offer of information society services to a person under 14 years of age. In addition to erasure, the Controller shall, taking into account the technology available and the cost of its implementation, take reasonable steps to inform controllers who are processing the personal data of the data subject's request for erasure of any link to those personal data.

Right to restriction of processing: This is the User's right to restrict the processing of his or her personal data. The User has the right to obtain the restriction of processing where the User contests the accuracy of his or her personal data; the processing is unlawful; the Controller no longer needs the personal data, but the User needs it to make claims; and where the User has objected to the processing.

Right to data portability: Where processing is carried out by automated means, the User shall have the right to receive from the Controller his or her personal data in a structured, commonly used and machine-readable format and to transmit it to another controller. Where technically feasible, the Controller shall transmit the data directly to that other controller.

Right to object: This is the User's right not to have his or her personal data processed or to cease the processing of such data by BECOSAN.

Right not to be subject to a decision based solely on automated processing, including profiling: It is the right of the User not to be subject to an individualized decision based solely on automated processing of personal data, including profiling, existing unless otherwise provided by law.

Therefore, the User may exercise his/her rights by means of a written communication addressed to the Data Controller with the reference "RGPD-www.becosan.com", specifying:

Name, surname(s) of the User and a copy of the User's National Identity Document. In cases where representation is permitted, it will also be necessary to identify the person representing the User by the same means, as well as the document accrediting the representation. The photocopy of the DNI may be substituted by any other legally valid means that accredits identity.

Request with the specific reasons for the request or information to which access is sought.

Address for notification purposes.

Date and signature of the applicant.

Any document that accredits the request being made.

This request and any other attached documents may be sent to the following address and/or e-mail address:

Postal address:

Nebelvej 15, 8700 Horsens, Denmark

E-mail: info@becosan.com

#### Links to third party websites

The Website may include hyperlinks or links that allow access to third party websites other than BECOSAN, and therefore are not operated by BECOSAN. The owners of such websites will have their own data protection policies, being themselves, in each case, responsible for their own files and their own privacy practices.

#### Complaints to the supervisory authority

In the event that the User considers that there is a problem or infringement of the regulations in force in the way in which his/her personal data is being processed, he/she shall have the right to effective judicial protection and to lodge a complaint with a supervisory authority, in particular, in the State in which he/she has his/her habitual residence, place of work or place of the alleged infringement.

#### Acceptance and changes to this privacy policy

It is necessary that the User has read and agrees with the conditions on the protection of personal data contained in this Privacy Policy, as well as that he/she accepts the processing of his/her personal data so that the Data Controller can proceed in the manner, during the periods and for the purposes indicated. The use of the Website implies acceptance of the Privacy Policy of the same.

BECOSAN reserves the right to modify its Privacy Policy, according to its own criteria, or motivated by a legislative, jurisprudential or doctrinal change of the Spanish Data Protection Agency. Changes or updates to this Privacy Policy will not be explicitly notified to the User. The User is recommended to consult this page periodically to keep abreast of the latest changes or updates.

This Privacy Policy was updated on 5 March 2020 to adapt it to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (RGPD).

#### V. LINKS POLICY

It is reported that the BECOSAN Web Site makes or may make available to users means of link (such as, among others, links, banners, buttons), directories and search engines that allow users to access websites owned and / or managed by third parties.

The installation of these links, directories and search engines on the Website is intended to facilitate the Users' search for and access to information available on the Internet, without being considered a suggestion, recommendation or invitation to visit them.

BECOSAN does not offer or market itself or through third parties the products and / or services available on such linked sites.

It also does not guarantee the technical availability, accuracy, reliability, validity or legality of sites outside its property which can be accessed through the links.

BECOSAN will in no case review or control the content of other websites, nor approve, examine or endorse the products and services, content, files and any other material on those linked sites.

BECOSAN assumes no liability for any damages that may arise from access, use, quality or legality of the content, communications, opinions, products and services of websites not managed by BECOSAN and which are linked to this Website.

The User or third party who makes a hyperlink from a web page of another, different, website to the BECOSAN Website should be aware that:

The reproduction – in whole or in part – of any of the Contents and/or Services of the Website is not permitted without the express authorisation of BECOSAN.

No false, inaccurate or incorrect statement about the BECOSAN Website, nor about the Contents and/or Services of the Website is allowed.

With the exception of the hyperlink, the website where the hyperlink is established will not contain any element of this Website protected as intellectual property, unless expressly authorised by BECOSAN.

The establishment of the hyperlink does not imply the existence of a relationship between BECOSAN and the owner of the website from which it is made, nor the knowledge and acceptance of BECOSAN of the contents, services and / or activities offered on that website, and vice versa.

#### VI. INTELLECTUAL AND INDUSTRIAL PROPERTY

BECOSAN itself or as an assignee, owns all intellectual and industrial property rights of the Website, as well as the elements contained therein (including but not limited to images, sound, audio, video, software or text, trademarks or logos, colour combinations, structure and design, selection of materials used, computer programs necessary for its operation, access and use, etc.). They are, therefore, works protected as intellectual property by the Spanish legal system, being applicable to them both the Spanish and Community regulations in this field, as well as the international treaties relating to the matter and signed by Spain.

All rights reserved. Pursuant to the provisions of the Intellectual Property Law, the reproduction, distribution and public communication, including making available, of all or part of the contents of this website, for commercial purposes, on any medium and by any technical means, without the authorisation of BECOSAN, are expressly prohibited.

In the event that the User or third party considers that any of the Contents of the Website involves a violation of the rights of protection of intellectual property, you must immediately notify BECOSAN through the contact details in the GENERAL INFORMATION section of this Legal Notice and General Conditions of Use.

#### **VIII. LEGAL ACTIONS, APPLICABLE LAW AND JURISDICTION**

BECOSAN reserves the right to bring civil or criminal actions it deems necessary for the misuse of the Website and Content, or for breach of these Conditions.

The relationship between the User and BECOSAN shall be governed by the regulations in force and applicable in the Spanish territory. Should any controversy arise in relation to the interpretation and/or application of these Conditions, the parties will submit their conflicts to the ordinary jurisdiction submitting to the judges and courts that correspond according to law.

Last modification: 5 March 2020

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