

Privacy Policy

Updated in March 2018

Pursuant to Act 34/2002, of 11 July, on Information Society Services and Electronic Commerce (LSSICE), users are hereby informed that this domain belongs to:

- Holder: AUSA CENTER, S.L.U
- Address: C/Castelladral, 1 08243 Manresa (Barcelona)
- Email address: rgpd@ausa.com
- Contact: Tel.: +34 938 74 73 11 Fax: +34 938 741 211
- CIF (Company Tax ID): ESB64041387
- Registered at the Barcelona Trade Registry, Volume 45368, Sheet 106 and Page 318215. Entry.38

Personal data, as well as any other information requested by the user or for managing and dealing with enquiries, the blog or information handled on the Website shall be processed at all times subject to the provisions under the applicable data protection law (EU Regulation 2016/679 on data protection) and its implementing legislation, as well as Act 34/2002, of 11 July, on Information Society Services and Electronic Commerce (LSSICE).

Pursuant to the applicable laws on personal data protection, personal data is understood as “any information relating to identified or identifiable natural persons”.

AUSA CENTER, S.L.U (hereinafter, “AUSA CENTER”) meets the requirements stipulated in the applicable laws on personal data protection and its implementing legislation.

The purpose of this Privacy Policy is to provide information on the personal data protection policy of the official website, as well as the other accessible sites on networks and the internet (hereinafter, the “Website”) to enable you to freely and voluntarily decide whether to give AUSA CENTER the personal data that we may require or obtain from you when you access and use the Website, as well as any other content therein.

This Privacy Policy shall include, without limitation, the following websites:

www.ausa.com

<https://www.facebook.com/AUSACenter>

<https://twitter.com/AUSACenter>

<https://www.youtube.com/user/ausacenter>

<https://www.linkedin.com/company/ausa>

<https://plus.google.com/+AusaCenter/posts>

<https://www.flickr.com/photos/ausacenter/albums>

1.- Information and purpose

- The only personal data to which AUSA CENTER shall have access are those provided voluntarily by the User.

- Along these lines, the User must be aware that to access some of the services offered through the Website and social networks, he or she shall be asked for his or her personal data and to fill in forms with compulsory fields, whereby the omission of any of these may prevent us from being able to meet your request or limit you from being able to access or use the corresponding services and content, except when the data requested on the form is voluntarily.

- Pursuant to the applicable data protection law, you are hereby informed that by accepting this Privacy Policy, the User accepts that his or her personal data shall be stored and processed in one or various files that are owned by and under the responsibility of AUSA CENTER for the purposes of:
 - Providing you with the services and information requested.
 - Conducting surveys and processing claims and complaints pursuant to the applicable regulations in force.
 - Notifying you about the company, industry news and informing you of any information that may be relevant to the products, services, prices and technical terms and conditions through any medium available (internet, telephone, fax, social networks, email, mobile phone, WhatsApp, etc. as well as any other medium).
 - Controlling and monitoring the products and services you hold.

- Managing recruitment in the event you have sent your CV.
- Managing the private area.

- Similarly, pursuant to the provisions of the data protection law, as well as Act 34/2002, of 11 July, on Information Society Services and Electronic Commerce (hereinafter, “LSSICE”), you are hereby informed that your data may be used to send you marketing and courtesy communications related to our company by telephone, post, fax, email or equivalent electronic means of communication.

- Likewise, you are informed that your data shall be transferred when necessary for the development, compliance and control of our relationship with you as regards the service you hold with AUSA CENTER or when authorised by a regulation equivalent to a law and, in particular, in the event of one of the following cases: a) The purpose of the processing or transfer is to satisfy a legitimate interest of the data controller or the transferee covered by said regulation; b) It is necessary to process or transfer the data for the data controller to comply with a duty enforced by said regulation.

2.- Consent

Therefore, by accepting this Privacy Policy, the User accepts to grant his or her express consent to the processing of his or her personal data provided for the aforementioned purposes.

The consent to processing his or her data for the purposes described in the previous section shall be given by checking the corresponding boxes provided for this purpose on our Website.

Similarly, when the User provides his or her personal data using the contact email address that appears on the Website, he or she expressly authorises AUSA CENTER to process his or her personal data in order to be able to attend his or her service requests.

When the User agrees to the processing of his or her data by AUSA CENTER, and to receive marketing communications via the established electronic medium, such agreement may always be revoked without retroactive effect, pursuant to the provisions of the applicable laws.

3.- Data Quality

The User of the Website and the beneficiary of the services provided shall be solely responsible for the truthfulness and accurateness of the data provided, and AUSA CENTER shall act in good faith as a mere service provider.

Therefore, it is important for the data provided to be true, accurate and lawful. AUSA CENTER reserves the right to exclude from the services any users who have provided false data, notwithstanding the right to take legal action, and you hereby undertake to notify any changes to your personal data so that AUSA CENTER can have up-to-date data at all times.

4.- Date storage

AUSA CENTER shall store the personal data provided for the time necessary while the business relationship is maintained or the service is provided, and for commercial or marketing purposes, so long as the User does not state his or her will to oppose, erase or limit such data, if applicable.

In any case, in order to determine the data storage periods, the company shall take into consideration local laws, contractual obligations and the expectations and requirements of our customers. When you exercise your corresponding right of erasure, opposition or limitation, or when we deem that it is no longer necessary to process your data, we will proceed, where possible, to securely erase or destroy your data, unless a legal provision requires them to be stored, in which case we shall notify you and keep said data blocked.

5.- Security and protection

As regards security and protection, you are hereby informed that your data shall be processed using the legally required technical means, security standards and degree of protection to prevent the data that the User provides through the Website from becoming lost, mishandled, altered, accessed without authorisation or stolen, and they shall be processed with due confidentiality and secrecy.

6.- Exercising rights and enquiries

Lastly, you are informed that you may exercise your right of access, rectification, cancellation/erasure, opposition, limitation and portability in the terms stated in the data protection regulation by contacting AUSA CENTER, either by sending a letter to C/Castelladral, 1 08243 Manresa (Barcelona) or an email to rgpd@ausa.com; or at Tel.: 938 74 73 11 Fax: +34 938 741 211 and in the event of any interference when exercising your rights, you may file a claim with the competent authority, the Data Protection Agency.

The AUSA CENTER, S.L.U Legal Notice was updated in March 2018

1. Ownership of the domain WWW.AUSA.COM

Pursuant to Act 34/2002, of 11 July, on Information Society Services and Electronic Commerce (LSSICE), users are hereby informed that this domain belongs to:

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- Address: C/Castelladral, 1 08243 Manresa (Barcelona)
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The term Website refers to all the domains that AUSA CENTER has on the Internet

www.ausa.com

<https://www.facebook.com/AUSACenter>

<https://twitter.com/AUSACenter>

<https://www.youtube.com/user/ausacenter>

<https://www.linkedin.com/company/ausa>

<https://plus.google.com/+AusaCenter/posts>

<https://www.flickr.com/photos/ausacenter/albums>

Persons who access and use the Website are deemed to be users (hereinafter, the “User”), and it is implied that the User accepts all the conditions in this Legal Notice and its amendments, given that AUSA CENTER, S.L.U (hereinafter, “AUSA CENTER”) reserves the right, at any time and without prior notice, to amend and update the information contained on the Website, its configuration, the manner in which it is displayed and its access conditions.

Therefore, the User must always read this Legal Notice each time he or she accesses the Website since the latter and the conditions of use in this Legal Notice may be subject to amendment. In any case, simply using the Website and browsing therein shall imply that the User unreservedly accepts each of the present general terms and conditions of use and access.

2. Intellectual and industrial property

All the Contents on the Website, including but not limited to its text, photographs, graphics, videos, images, icons, technology, software, links and any other audiovisual or audio content, as well as its graphic design and source code belong to **AUSA CENTER**, which holds, where applicable, the right of use and exploitation. To this effect, these works fall under the protection of the intellectual and industrial property laws, and national and international laws applicable at all times. Consequentially, none of the corresponding exploitation rights acknowledged by the applicable intellectual property laws shall be considered to have been transferred to the User.

Therefore, pursuant to the intellectual property laws and the provisions applicable at all times, it is strictly prohibited to totally or partially exploit any of the content appearing on the Website, or to copy, reproduce, adapt, modify or transform or, where applicable, distribute and publish the content of the Website, including disclosing all or part of said content for marketing purposes in any format or by any technical medium without the express written authorisation of **AUSA CENTER**.

The brands, trade names and distinguishing features belong to **AUSA CENTER**, and access to the Website shall not be deemed to attribute any right over said brands, trade names and/or distinguishing features.

Therefore, by simply accessing the Website, the User undertakes to respect the intellectual and industrial property rights of **AUSA CENTER**.

3. Hyperlinks and/or Links

The content on the Website may include links to other websites managed by third parties in order to provide the User access to information that can be exchanged over the Internet.

AUSA CENTER shall not be held liable for any links between third parties and other websites that do not belong to **AUSA CENTER**. The links that may be provided through the Website are for informational purposes, but such links shall not, under any circumstances, place **AUSA CENTER** in the position of guarantor and/or party offering the services and/or information that may be offered to third parties through said links. Therefore, **AUSA CENTER** shall neither be held liable for any damages caused as a result of illegal, poor quality, outdated, unavailable, erroneous and ineffective content and/or services of the Linked Websites nor for any other damages.

Accordingly, **AUSA CENTER** is relieved of any liability for the services and/or information provided on other websites linked with this Website. The User is hereby informed that in the event that he or she deems there to be a Linked Website with illegal or inappropriate content, he or she may notify **AUSA CENTER** by email.

Finally, it is prohibited to enter hyperlinks for advertising or marketing purposes or those associated with websites that do not belong to **AUSA CENTER** but enable access to the **AUSA CENTER** Website without express consent and/or authorisation. In the case of authorisation by **AUSA CENTER**, the terms and conditions to display links from such websites to the **AUSA CENTER** Website shall be established.

4. Website terms and conditions of use

4.1 General

The User acknowledges and accepts that the Website is accessed and used in a free and voluntary manner, and under his or her own responsibility.

Accordingly, the User undertakes to use the Website correctly and legally, pursuant to the provisions in the legislation, this Legal Notice and public order and good faith. The user shall refrain from using the Website in any other way that may prevent, damage or undermine the normal operation, goods, rights and interests of **AUSA CENTER**, its suppliers, other users or, in general, any third party, or by any other means that overburdens, damages or disables the networks, servers and other hardware or products and software of **AUSA CENTER** or third parties. The User shall be liable to **AUSA CENTER** or to third parties for any damages caused as a result of a breach of these obligations.

When the User browses the Website, the following actions, which may be subject to amendment, are prohibited, including but not limited to:

- The use of computer viruses or any file or program designed to interrupt, damage, or limit the operation of the Website, any of the services or networks of **AUSA CENTER**, any software, hardware or telecommunications equipment, or damage or gain unauthorised access to the data or other information belonging to **AUSA CENTER** or any third party.
- Identity fraud, interference or interruption to the service, servers or networks connected to the services or breach of any of the requirements or regulations of the networks connected to the services.
- Using false identities or stealing the identity of others to use the Website or any other of its services, as well as using passwords or access credentials of third parties or any other means of fraud.
- Forge or alter any information of **AUSA CENTER**.
- Enter, store or disseminate on or through the Website any information that is against the law, regulations, habits or public order, and any material that may be libellous, obscene, threatening, xenophobic, inciting of violence, discriminatory based on race, sex, ideology or religion, or which undermines the ethics, public order, fundamental rights, civil liberties, honour, intimacy, and image of third parties and, in general, the applicable regulations.

- Conducting advertising or marketing activities through the Website and using the content and information to send advertising or messages for any other commercial purposes, and collecting or storing the personal data of third parties.
- Collaborating with a third party to carry out any of the aforementioned acts.

4.2 As regards content and intellectual and industrial property, apart from those mentioned in the corresponding section, the User accepts:

- Not to reproduce by any means, even by hyperlink, the **AUSA CENTER** Website or any of its content, unless AUSA CENTER gives express written authorization.
- Not to erase, withdraw or manipulate the **AUSA CENTER** data and any other identifying data of its holders in the Content, as well as the technical protection devices or any other information mechanisms that the Content may contain.
- Not to alter, reprogram, modify, adapt or translate the source code of this Website.
- Any partial or total reproduction of the source code of the Website on any medium is deemed an unauthorized copy.
- It is also prohibited to reproduce or copy for private use any content that may be considered software or a database pursuant to the applicable intellectual property laws, or to publish it or disclose it to third parties, when such acts involve the reproduction of the content by the User or a third party.
- Not to enter, store or disseminate through the Website any content that breaches the intellectual or industrial property rights or trade secrets of third parties and, in general, any content to which he or she does not hold the right, pursuant to the provisions in the legislation, to disclose to third parties.
- Not to collaborate with a third party to carry out any of the aforementioned acts.

5. Liability disclaimer

AUSA CENTER shall not be held liable for circumstances including but not limited to those set out below, or for any damages caused as a result thereof.

- **AUSA CENTER** shall under no circumstances be liable for the delay, erasure, erroneous delivery or fault when saving communications from Users or personal settings.
- **AUSA CENTER** shall not be held liable for any decisions made based on the information provided on the Website, or for any damages caused to the User or to third parties deriving from actions taken based solely on information obtained from the Website.

- **AUSA CENTER** reserves the right to refuse to provide the service to any person for any reasons and/or fully or partially interrupt the service at any time, with or without forewarning.
- Use of the Website is subject to all applicable regulations and the User shall be solely responsible for the content of his or her communications through the Website.
- Access to the Website shall not entail any obligation for **AUSA CENTER** to ensure the absence of viruses, worms or any other harmful computer element. In any case, the User is responsible for ensuring the availability of adequate tools for detecting and disinfecting harmful computer programs.
- **AUSA CENTER** shall not be held liable for any damages caused to the computers of the Users or third parties during the provision of the Website service.
- **AUSA CENTER** does not concede any guarantee and shall not be held liable, in any case, for damages of any nature deriving from the access to or use of the content or the Website.

Similarly, **AUSA CENTER** shall not be held liable for:

- Any security errors caused as a result of using computers infected by viruses;
- Use by third parties of elements owned by AUSA CENTER that misrepresent it as an entity;
- Infringements of industrial and intellectual property rights by third parties;
- Breaches by third parties that affect the users of the **AUSA CENTER** Website;
- Malfunction of the Website or of any of its services for reasons beyond the control of **AUSA CENTER**;
- Any consequences deriving from the malfunction of the web browser or due to the use of out-of-date web browser versions;
- The existence of computer viruses, malware or programs with harmful content;
- Any use of the Website or its content by Users that is illegal, negligent, fraudulent or contrary to the terms and conditions herein or good faith and public order;
- Damages of any kind experienced by the User due to disconnections or problems with the telecommunications networks or computer faults or those of other electronic systems that result in the suspension, cancellation or interruption of the Website service, while this service is being provided or beforehand.

As regards the content and services linked through the Website, please see the provisions of section 3 herein, referring to Hyperlinks and/or Links.

6. Enquiries, claims and communication of illegal and inappropriate activities

If the User has any suggestions, enquiries, claims or complaints, he or she can notify **AUSA CENTER** through the current and future communication channels:

- Holder: AUSA CENTER, S.L.U
- Address: C/Castelladral, 1 08243 Manresa (Barcelona)
- Email address: rgpd@ausa.com

- Contact: Tel.: +34 938 74 73 11 Fax: +34 938 741 211

The aforementioned communication channels are also available for any User who becomes aware of Linked Websites to pages with illegal, harmful, degrading or violent content or services, or those that are contrary to morality, to contact and notify **AUSA CENTER**.

Similarly, the receipt by **AUSA CENTER** of any communication shall not imply, pursuant to the provisions of Act 34/2002, the effective knowledge of activities and/or content indicated by the User as the communicator.

7. Relevant jurisdiction and legislation

Each any every part of this Legal Notice is governed by the applicable national law in force at all times for resolving any dispute in relation to this Legal Notice or the relationships between them.

In the event that any conflict or disagreement arises in the interpretation or application of these legal terms and conditions, the courts which, where applicable, will hear the matter, shall be those indicated as the relevant jurisdiction in the applicable legal regulations. However, in the event that the registered address of the User is outside of Spain, both parties, expressly waiving any other jurisdiction to which they may be entitled, undertake to appear before the courts of Manresa.