

## Legal Notice:

### Information on the website holder (domain):

The URL address [web page: <http://www.foresa.com>] (hereinafter, the 'websites'), consist in domains registered by FORESA, INDUSTRIAS QUIMICAS NOROESTE, S.A.

In compliance with the duty of information established in article 10 of Act 34/2002, of 11 July, on Information Society and E-Commerce Services, we inform you that this website is owned by:

- Registered name: FORESA, INDUSTRIAS QUIMICAS NOROESTE, S.A.
- Tax ID No.: A-28141224
- Registered in the Mercantile Register of Pontevedra, Sheet PO-9599, Volume 1320, Folio 38
- Registered office: Avda. de Doña Urraca nº 91 (Apt. 8), cp 36650 Caldas de Reis (Pontevedra) España
- Email: [foresa@foresa.com](mailto:foresa@foresa.com)
- Telephone: 986 059 200 / Fax.: +34 986 540 855

This page is included for informative purposes. Its aim is to provide general public knowledge on the products and services offered. Access to the website is free, notwithstanding that contracting products or services via the website may be subject to financial compensation.

The user promises to not use the website, nor the information offered therein, to carry out activities that contradict the law, moral standards or public order, and to respect the conditions of use established by the company.

## FORESA, INDUSTRIAS QUIMICAS DEL NOROESTE, S.A. (FORESA) Personal Data Protection Policy

In compliance with regulations in force regarding data protection, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR), the Organic Law on Personal Data Protection (LOPDGP, 15/99), and the Implementing Regulation of the LOPDGP (Royal Decree, 1720/2007, of 21 December), we hereby inform you that the Personal Data Protection Policy, regarding the processing of your personal data, is as follows.

### Party responsible for processing personal data

The party responsible for processing personal data is the legal entity that determines the purposes and means for processing personal data. In other words, the responsible party decides how to process personal data, and for what purposes.

With respect to this Data Protection Policy, the responsible party is:

- Registered name: FORESA, INDUSTRIAS QUIMICAS DEL NOROESTE, S.A (FORESA)
- Tax ID No.: A-28141224
- Registered office: Avda. de Doña Urraca nº 91 (Apt. 8), cp 36650 Caldas de Reis (Pontevedra) España
- Email: [foresa@foresa.com](mailto:foresa@foresa.com)
- Telephone: 986 059 200 / Fax.: +34 986 540 855

# What personal information do we process and how do we protect it

Personal information is considered to be all information on an identified or identifiable natural person.

For the purposes established in this Privacy Policy, the responsible party gathers and processes the personal details that are explained in each variety of data processing, and which are based on the various services requested, or the contractual relationship that you have with our company.

Our organisation commits to processing data with total confidentiality, and to applying the appropriate physical, technical and organisational security measures to protect personal information.

In any case, you guarantee the truthfulness, accuracy, validity and authenticity of the personal data provided, and agree to keep them duly updated.

## Data processing under 'Employment candidates'

### 1. What type of personal data do we process?

- Identification details: name, national ID number, date of birth, address, telephone number, email address, image.
- Personal details: Sex, marital status, nationality, age, date and place of birth.
- Academic and professional details: profession, position, experience, qualifications.

### 2. To what end do we process your personal data?

We process the personal information you provide to manage the company's selection processes.

The personal data provided will be stored until the interested party withdraws his/her consent for us to hold on to his/her curriculum vitae for future selection processes. In any case, CVs will be deleted once a year has elapsed since they were sent.

### 3. Which is the legitimation for processing your data?

The legal basis for processing your data is your express consent, which we ask you for.

### 4. Who receives your data?

Your personal data may be transferred to the companies of the FINSA group, a group of companies to which FORESA belongs and whose parent company is FINANCIERA MADERERA, S.A, for which your consent is sought:

Companies of the FINSA group to which your data could be transferred:

- FINANCIERA MADERERA, S.A. .... A-15005499
- DECOTEC PRINTING, S.A..... A-60886702
- COGENERACION DEL NOROESTE, S.L..... B-15761612
- PROTECCION E INTEGRIDAD, S.A..... A- 15210412

Your personal information will not be transferred to any other company.

International transfers are carried out to the United States of America under the scope of the Privacy Shield, through the Google processing manager (Gsuite).

## Data processing under 'Customers and Suppliers'

### 1. What type of personal data do we process?

- Identification details: name, national ID number, address, telephone number, email address.
- Financial information: bank account, credit card details.
- Academic and professional details: profession, position
- Transaction data: products and services supplied.

### 2. To what end do we process your personal data?

We process the personal information you provide to manage the details of the company's customers and suppliers, to maintain the commercial relationship, to manage accounting, administrative and invoicing procedures, and under the framework of tax obligations.

There is also the purpose of advertising and commercial research, whereby the interested party's express consent is requested.

Personal data provided will be stored throughout the term of the commercial relationship. If you decide to cancel your personal data, it will be stored in our databases during the statutory limitation periods established by law, in order to comply with tax and accounting obligations, and will be deleted once said periods, or those that apply, have elapsed.

### 3. Which is the legitimation for processing your data?

The legal basis for processing your data is the execution of a contract, as well as compliance with a legal obligation by the responsible party.

The communication of offers and promotions that may be of interest to you is based on your express consent, which we ask you for.

### 4. Who receives your data?

We inform you that your data may be communicated to the parent company of the FINSA Companies Group, which is FINANCIERA MADERERA, SA or third parties that provide services related to the treatment purposes for which the data were collected, and subject to your consent when be necessary.

In addition, your personal data will not be transferred to countries outside the European Union, except for reasons of provision of technical services, such as, that the servers of the systems or technological resources suppliers are housed outside the European Union. IT is carried out in the United States of America covered by the Privacy Shield, through the treatment manager Google (Gsuite and Cloud Platform).

However, your data may be transferred to third parties if such transfer is required by law, by a regulatory provision or by a court ruling, or if this disclosure is necessary to ensure the protection and defense of your rights.

Your personal data will not be transferred to any entity, except those that are necessary to public bodies due to legal obligation.

## Data processing under 'Contacts and potential customers'

### 1. What type of personal data do we process?

- Identification details: name, address, telephone number, email address.

### 2. To what end do we process your personal data?

We process the personal data you provide in the contact form to manage the details of commercial contacts and potential customers.

There is also the purpose of advertising and commercial research, whereby the interested party's express consent is requested.

The personal data provided will be stored throughout the term of the commercial relationship. If you decide to cancel your personal details, they will be removed from our contacts database.

### 3. Which is the legitimation for processing your data?

The legal basis for processing your data is your express consent, which we ask you for.

### 4. Who receives your data?

The data may be communicated to processing entities that manage the sending of communications and social networks.

International transfers are carried out to the United States of America under the scope of the Privacy Shield, through the Google processing manager (Gsuite).

## Data processing under 'Security'

### 1. What type of personal data do we process?

- Identification details: name, national ID number, address, telephone number, signature, image/voice

### 2. To what end do we process your personal data?

We process your personal data to guarantee security in the company's facilities by recording video images (video surveillance).

We also process your data to manage access control.

The personal information will be stored, at a maximum, throughout the legally established periods (one month).

### 3. Which is the legitimation for processing your data?

The legal basis for processing your data is the satisfaction of legitimate interests pursued by the responsible party for data processing.

### 4. Who receives your data?

Your data may be communicated to PROTECCION E INTEGRIDAD, S.A (PROINSA), a company responsible for processing security information, as well as to installation and maintenance companies that provide alarm and access control services.

Your personal data will not be transferred to any company, unless required by Security Agencies and Forces due to a legal obligation.

No international transfers of personal data will take place.

## What are your rights when you provide your details?

In compliance with applicable regulations regarding data protection, you have a range of rights concerning the processing of your personal data. There is no cost for you to exercise these rights, except in cases whereby unfounded or excessive requests are made, particularly if they are repetitive.

These rights are the following

- a. Right of information: You have the right to be informed concisely, transparently and intelligibly, and in an easily accessible way, with clear and simple language, regarding the use and processing of your personal data.
- b. Right of access: At any time, you have the right to ask us whether we are processing your personal data and to whom we provide access to such data. You also have the right to request information regarding such processing, and obtain a copy of this data. The copy of your personal data is provided free of charge, however the request for additional copies may be subject to a reasonable fee based on administrative costs. We may ask you to prove your identity, or ask you for additional information required to manage your request.
- c. Right of rectification: You have the right to request the rectification of inaccurate, out of date or incomplete personal data. You can also ask to complete any personal data that is incomplete, and can also do this via an additional declaration.
- d. Right of removal: You have the right to request the removal of your personal data when, among other reasons, the data is no longer needed for the purposes for which it was collected. Nevertheless, this right is not absolute, insofar that our organisation may continue to keep such data blocked in the cases established by applicable regulations.
- e. Right to limit processing: You have the right to ask us to limit the processing of your personal data, which means that we can continue to store your details, but we will stop processing them if any of the following conditions arises:
  - o you contest the accuracy of the data, for a period which allows the responsible party to verify the data accuracy;
  - o the processing is unlawful, and you object to the removal of the information and instead request a limitation to its use;
  - o our company no longer requires the data for processing purposes, but you need it to elaborate, exercise or defend against claims;
  - o you have objected to the processing, for the period in which we verify whether the legitimate motives of our company prevail over yours.
- f. Right of data portability: You have the right for your data to be transferred to another party responsible for data processing, in a structured, commonly-used format that can be digitally read. This right is applied when the processing of your personal data is based on consent or in execution of a contract, and when said processing is carried out automatically.
- g. Right of opposition: This right allows you to object to the processing of your personal data, including profile elaboration. We will not be able to attend to your right, only when we are processing your data and have legitimate motives to do so, or for elaborating, exercising or defending against claims.
- h. Right to not be subject to automated decisions, including profiling: This right allows you to not be subject to a decision based solely on automated processing, including the elaboration of profiles, whereby such decisions have legal effects, or affect you in a similar way; unless this decision is required to fulfil or execute a contract, is authorised by law or is based on consent.
- i. Right to withdraw consent: In cases whereby we have obtained your consent to process personal data in relation to certain activities (e.g. to send commercial communications), you can withdraw your consent at any time. In this respect, we will no longer perform this specific activity that you consented to previously, unless there is another reason that justifies continued processing of your personal data for these purposes, in which case we will notify you of this situation.
- j. Right to file a claim before a supervisory authority: You have the right to file a claim before the Spanish Data Protection Agency, C/Jorge Juan, 6, 28001 Madrid, 901 100 099 - 912 663 517 ([www.agpd.es](http://www.agpd.es)), or by going to: <https://sedeagpd.gob.es/sede-electronica-web/vistas/formQuejasSugerencias/seleccionarQuejaSugerencia.jsf>

You can exercise these rights by writing to the postal or email addresses above, accompanied by a document that accredits your identity, and providing the details needed to process your request.

Interested parties can obtain additional information on their rights on the Spanish Data Protection website, [www.agpd.es](http://www.agpd.es).

## Conditions of Access and Use of the Website

Access to this Website is the exclusive responsibility of the user, and entails the acceptance and awareness of the legal notices, conditions and terms of use contained therein. The user guarantees the authenticity and truthfulness of the data communicated, both in filling out the registration forms and at any subsequent time, whereby it is his/her responsibility to update the information supplied to reflect his/her current situation. The user is responsible for the inaccuracy or untruthfulness of the information provided.

The user commits to use the content and services appropriately (such as chat services, discussion forums or news groups), offered by our company through its portal, and **to not use them** for any of the following purposes, among others:

- (i) to incur in unlawful or illegal activities, or those which contradict good will and public order;
- (ii) to disseminate content or propaganda of a racist, xenophobic or pornographic nature, to advocate terrorism or to attack human rights;
- (iii) to cause damage to the physical and software systems of the company that created the website, to its suppliers or to third parties, to introduce or disseminate software viruses into the network, or any other physical or software systems that are susceptible to causing such damage;
- (iv) to try to access and use email accounts of other users and modify or manipulate their messages.

Our company reserves the right to remove all comments and contributions that infringe on respecting people's dignity, whether they are discriminatory, xenophobic, racist, pornographic, offensive to young people or children, public order or security, or which, in the company's judgement, are not appropriate for publication.

In any case, the company will not be responsible for the opinions offered by users in forums, chats, or other participatory tools.

## Intellectual Property Rights

The user is compelled to respect the organisation's intellectual property rights. The use of or granting of access to this Website does not constitute the granting of any sort of right regarding trademarks, business names or any other distinctive mark used therein.

The use of the term 'Website' includes, but is not limited to, data, texts, graphics, images, animations, musical creations, videos, sounds, drawings, photographs and similar used therein, and, in general, all creations expressed by any means or format, tangible or intangible, regardless of whether they correspond with intellectual property, in accordance with the Revised Text of Intellectual Property Law.

No element can be downloaded from this Website for commercial purposes, and thus the user cannot exploit, reproduce, distribute, modify, publicly communicate, transfer, transform or use the content on this Website for commercial purposes.

Furthermore, by virtue of the provisions of this Legal Notice, the content of this Website cannot be reproduced, in whole or in part, without the express authorisation of the author, and whereby access to the website is not considered a transfer of content.

## Liability exemption and limitation

Our company is exempt from any type of liability for losses or damages of any kind in the following cases, among others:

- As a result of the impossibility to connect to the communications network from which access to the Website is possible, regardless of the type of connection the user is using.
- As a result of an interruption, suspension or cancellation of access to the Website, as well as due to the availability and continuity of performance of the website and the services and/or content provided therein, when this is due to (i) a service interruption due to technical maintenance on the website, or (ii) a direct or indirect external cause outside of the scope of control of our company.
- Due to the quality and speed of access to the website and the technical conditions that the user must fulfil to access the website and its services and/or content.

## Modification of the terms and conditions of use

These general conditions, and any particular conditions that may be established, under the wording elaborated at any time, have an indefinite duration, and will remain in force for as long as the portal is active. In any case, the company reserves the unilateral right to modify the conditions of access to the website, as well as its content.

The person accessing the website accepts and agrees to comply with the following conditions of use: The user agrees to use the services and information offered on the website in the way they are presented, without modifying the content and for his/her exclusive user, without being able to transfer them in any way, or notify others of their content, and is obliged to use them solely in his/her own interest, as applicable according to the nature of the content. The user agrees to use the access codes (username and password) for the exclusive use of the owner of such codes, and their custody, confidentiality and correct use are under his/her exclusive responsibility. Our company reserves the right to modify these general conditions of use at any time and without prior notification, such that the user should review these General Conditions every time s/he accesses the website. Our company will not be responsible for any damage that the user or third parties may suffer as a result of other people using his/her password, whether or not this is known to the user. The use of the Services and Content of the website is under the sole and exclusively responsibility of its Users.

Users are aware, and voluntarily accept, that the use of the Page and the Services and Contents therein are under his/her sole and exclusive responsibility.

In particular, our company does not guarantee the continuity, available and usability of the website, and the Services and Content offered therein. For this reason, it cannot be accountable for any damages or losses that users may experience.

Furthermore, our company cannot guarantee the absence of viruses or other elements that may cause alterations in users' IT systems, or in the digital documents or files stored therein. For this reason, it cannot be accountable for potential losses or damages of any kind that users may experience.

## Applicable Law and Jurisdiction

These General Conditions of Use of the Website are governed by Spanish legislation.

The parties subject themselves to the resolutions of the Courts and Tribunals of Santiago de Compostela for any disputes that may arise, expressly waiving any other jurisdiction to which they may be entitled.

## Online disputes

In compliance with the duty of information regarding dispute resolution, in accordance with Art. 14.1 of Regulation (EU) 524/2013, we inform you that the European Commission provides an online dispute resolution platform, which is available via the following link: <http://ec.europa.eu/consumers/odr/>