

LEGAL NOTICE IMPACT TOOLS

This information is of interest to the User who visits the website <https://web.impacttools.online>, so we advise them to carefully read the following Legal Notice, which is intended to regulate the legal relationship between the User and Impact Tools, as the use of this website implies the acceptance of these conditions by the User. This Legal Notice regulates the access, navigation and use of the Impact Tools website, located in <https://web.impacttools.online> (hereinafter, the website).

This website and its services are managed by Impact Tools (hereinafter THE COMPANY), providing website Users with access to content and services related to our activity, and our collaborators. Such content includes information, images, blog, photos, texts, forums and similar content (hereinafter SERVICES). The use of the website, regardless of the form used to access the website, implies the conclusion of a contract that the User enters into with THE COMPANY.

FIRST.- Information regarding the ownership of the website. The company name of the website is Impact Tools SL, with NIF number B88346986 and registered office at Camino Finca Monte Peregrinos no12, Galapagar, SPAIN.

If the User wishes to contact THE COMPANY has several means:

- Email address: info@impacttools.online
- Online contact form.

CURRENTLY THE COMPANY owns the page <https://web.impacttools.online>.

SECOND.- Object and scope. This Legal Notice regulates the access to the services offered by THE COMPANY through its website, as well as its use by the User. However, access to certain content and services may be subject to certain particular conditions, which would replace or supplement these terms of use. In the event of a contradiction, the terms of the particular conditions shall prevail over the general ones.

THIRD.- Acceptance of the Terms and Conditions of Use. From the use of the website by the User, its acceptance of this Legal Notice is derived, as well as any regulations or rules that we may publish in the future. This Notice may be modified in the future, which is why Users who are currently registered will receive notifications alerting them to such modifications by any reasonable means, including publishing on the website itself. Such modifications shall have a latency period of (3) days, from their notification or making available to the public.

In order for the User to know when the latest modifications have come into force, the date of entry into force thereof will be inserted at the bottom of this Legal Notice. If the User uses the website once such modifications have been made, the acceptance of them will be implied, but these will not be applied retroactively.

Likewise, THE COMPANY shall have the power to suspend or modify all or part of the website, its contents, services or functionalities, as well as load, modify or waive the

rights to be paid, announcing it in reasonable advance. However, THE COMPANY may revoke such reasonable advance period in case of force majeure or extreme need that must be justified by it.

FOURTH.- Information submitted by the User. The information that the User submits to our website will be regulated under the Privacy Policy of THE COMPANY. In the event that the User sends personal data to third parties, which are connected to our website, the collection and processing of such data may be governed by the Privacy Policy of such third parties, not being responsible THE COMPANY for such third-party treatments. In turn, the User will be responsible for the veracity, accuracy and completeness of the information provided to us, as well as its update to reality. In the event that such information is incorrect, misleading or constitutes a violation of this contract, or infringes the legitimate rights or interests of third parties, THE COMPANY does not endorse or be held responsible for such harmful content or its Use. In any event, such a situation shall be subject to the provisions of the content control clause. In the event that the User decides to disclose personal information to third parties, or to the general public, he/she will do so at his/her own risk, not being responsible for THE COMPANY.

FIFTH.- Rules of Conduct. From the use of the website of THE COMPANY derives the acceptance by the User in complying with the applicable laws and regulations, respect for the legitimate rights of third parties and due diligence in its work to avoid any inadmissible behavior, or harmful. In addition, the User consents to be subject to certain rules of behavior, which will imply that, in case of non-compliance, THE COMPANY may terminate its use and terminate the contractual relationship with these conditions of use. In this sense, it shall be strictly prohibited:

- Store, transmit or facilitate, through our website or in connection with it, any content threatening, harassing, obscene, pornographic, offensive, defamatory, fraudulent, unlawful or harmful to the legitimate rights of third parties, or use the website for such purposes. Similarly, those contents from which criminal or civil liability may arise, encourage criminal conduct or promote the realization of illegal activities, or use the website for such purposes.
- The use of malicious programs or codes or other harmful, invasive or intended computer code, files or programs to damage the operation or control of hardware, software or equipment.
- The publication of commercial communications, of any kind, unauthorized.
- The publication of information not included in public registers relating to companies without proper authorization.
- The impersonation of another User or entity, falsely or insinuates that the website of THE COMPANY endorses any statement or registration that the User makes without authorization.
- Interfere with or disrupt the operation of the website or its servers or networks. Likewise, the restriction or impediment of the use of the website of THE COMPANY to any person will also be prohibited.
- Access to the website by means other than, or not authorized, to those assigned by THE COMPANY.

- Modification, adaptation, translation, decompile action or disassembly of THE COMPANY'S website, as well as exploiting it in some way, for commercial purposes. It will also be prohibited to frame or replicate part of the website without the authorization of THE COMPANY.
- Remove rights reservations, trademarks or any intellectual property rights notices.
- Finally, the use of robots, web browsers or applications to retrieve, index, mine data, scrap, reproduce or evade the navigation structure or presentation of THE COMPANY'S website without authorization, except those engines commonly used in internet data traffic.

In short, the User must respect the applicable legislation, morality and good customs, public order and these conditions of use.

SIXTH.- Registration on the website. In the event that it is necessary for the User to register for access to certain content, receiving communications or newsletters by the website, THE COMPANY reserves the right to refuse or demand the modification of the username, password or other information provided for such registration. The website will not be responsible for the uses to which both the username and password chosen by the User are intended.

SEVENTH.- Content generated by Users. The website may allow the User to provide information or materials of various kinds, of which the User will own all rights that may be held over them, without prejudice to the grant of license granted to THE COMPANY, worldwide and free, non-exclusive, perpetual, irrevocable, transferable, without additional consideration to the User or third parties, to:

- Reproduce, distribute, transmit, represent, display and communicate or make available to the public the work derived from the shipment.
- Exercise all trademark, advertising and other intellectual property rights related to the user's submission.
- Use the User's name, photograph, portrait, image, voice or biographical information provided by the User for the sending of communications of interest for the contractual relationship that is occurring between the User and THE COMPANY.

In the event that the User does not wish to assign such rights, he must refrain from referring to THE COMPANY or the website any sending or content.

EIGHTH.- Responsibility for the content of the website. The User declares and guarantees that he/she is legally entitled and able to enter into this contract, that he/she is the sole owner or is duly authorized to exploit the rights in the sending of content made on the website, which has obtained the consent or authorization of any identifiable person (or their parents/guardians in the event of minors or under guardianship) who appears in the sending for the processing of their data, that such content will not violate any right or legitimate interest of third party, that the sending that is not subject to confidentiality clauses, as well as compliance with all the regulations applicable to such shipment (especially GDPR).

External links that may appear on the website, or in the posts dedicated to the blog, lead to sites managed by third parties, which is why THE COMPANY will not be responsible for the contents or status of such third-party sites.

NINTH.- Content control. The website may control or evaluate information flows at any time, without the need to make prior notice, before or after they appear on the website, verifying whether the User has effectively obtained all necessary rights and authorizations. In such work, the website may require the cooperation of the User, and in the event that any User perceives illegality, defamation or harm for the rights or interests of third parties, or the contradiction with the Legal Notice of the website, this circumstance may be made known to THE COMPANY via the email address info@impacttools.online. The User must record this situation in his/her communication to THE COMPANY, so that, once the email is received, THE COMPANY undertakes to examine the alleged irregularity of the content and take appropriate measures, eventually requiring additional information to those involved.

TENTH.- Disclaimer. THE COMPANY does not guarantee that the service provided by the website will not suffer technical interruptions at any time, nor that it is updated, as well as its contents (in particular, but not exclusively, legislation and jurisprudence) at all times. However, THE COMPANY undertakes to carry out all the necessary tasks to remedy the errors, as soon as it becomes aware of it, provided that there are no causes that make it impossible or difficult to execute.

Likewise, THE COMPANY does not guarantee the absence of viruses or other elements in content or information linked to the website, provided that they are outside the same, nor of the security damages that may arise as a result of:

- Virus on the User's computer used for connection to the web.
- A malfunction of the User's browser.

Finally, THE COMPANY is also not responsible for the non-publication, or defective publication, of the contents sent by users. All comments received will be automatically reviewed by an anti-spam filter and moderated by the website administrator. Neither is THE COMPANY responsible for the consequences arising from the deletion of those comments that do not comply with the rules of participation.

ELEVENTH.- Termination of the Terms and Conditions of Use agreement. This contract shall remain in force until its termination. THE COMPANY reserves the right to terminate the use of the website by the User, his account, or any content and information associated with such account, with reasonable and justifiable notice, at all times. Without prejudice to the applicable regulations, THE COMPANY's waiver of the contract does not allow the User to file any claim against THE COMPANY or the website, being exempt from liability to the extent permitted by law.

TWELFTH.- Intellectual and Industrial Property. Impact Tools owns the website and its documentation in accordance with national and international laws of Intellectual and Industrial Property and are recognized, in favor of Impact Tools, copyright and commercial exploitation of the website and its documentation.

The user's visit to the website does not grant the user any intellectual and industrial property rights to the website, trade name, logo or any defining sign of Impact Tools and all rights not expressly granted are reserved in favor of Impact Tools. Users who make suggestions or improvements to the functionality of the website grant Impact Tools the right and license to retain and use these current or future products, without consideration.

THIRTEENTH.- Privacy Policy. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the user is informed of the inclusion of their data in the file "Users", owned by Impact Tools SL, and whose purpose is to manage the company's contact schedule, as well as to communicate commercial and interest actions for the user. It is reported, and the user accepts, that their data may be transferred to entities and organizations directly related to Impact Tools, both within Europe and abroad. You may exercise the rights of access, rectification, deletion, limitation, opposition of the processing and portability of the data, in the terms established in the current legislation by communication to Impact Tools SL, with NIF number B88346986 and registered office camino Finca Monte Peregrinos no12, Galapagar, Spain or via email info@impacttools.online indicating "ARCO Rights" in the subject line of the message.

In case of exercise of ARCO Rights by the user, in the notification you send to Impact Tools, both to the address offered and to the email address, you must attach a photocopy of your ID or document identifying with probative value of similar characteristics, or an electronic certificate of recognized type, allowing its free validation, to sign the communication.

This Privacy Policy refers to the Impact Tools website, not to policies that apply to third parties appearing on the website or blog, or that operate on websites that contain links to the Impact Tools website or blog, for which it is not responsible for the possible consequences arising from the activity that the user performs under such policies.

The processing that Impact Tools performs on the personal data collected from users will be confined exclusively to the purpose indicated in the previous section, that is, to be able to carry out the contractual relationship that is being agreed under this Legal Notice. Among others, the following purposes:

- Respond to your queries and respond to requests.
- Provide information about the services offered by Impact Tools on its website, as well as events of various nature or updates in the blog area.
- To notify information regarding any changes that may be made of this Legal Notice.
- Customize the user experience regarding your activity on the website, presenting unique content.
- Allow the user to interact and participate in the interactive content offered by the website.

In turn, the information relating to the user will be retained for the period necessary to fulfill the objectives indicated in this Privacy Policy, unless a longer period is required, or permitted or required by law.

The means through which Impact Tools may collect personal data from users are:

- **Web platform:** Impact Tools will collect the necessary data to put the website into operation for each user. The personal data that the user consents to provide by said means of contact will be processed in an automated way and incorporated into the corresponding file, for which Impact Tools is responsible. The purpose for which this data collection is intended, and the consequent processing, is to solve the query, or requested service, that the user has intended impact Tools to manage, through such communication.
- **Contact forms and email:** Impact Tools makes available to the user contact forms with respect to certain services provided on the website. The personal data that the user consents to provide by said means of contact will be processed in an automated way and incorporated into the corresponding file, for which Impact Tools is responsible. The purpose for which this data collection is intended, and the consequent processing, is to solve the query, or requested service, that the user has intended impact Tools to manage, through such communication.
- **Social Networks:** Impact Tools has profiles on the main social networks (Twitter, Facebook, LinkedIn), being responsible for the processing of that data each of the platforms or social networks with respect to the followers or subscribers with which they profiles count in each case. The data processing that will be carried out will be the one that the social network itself allows business profiles, among others, to report on their activities, seminars, publications, offers or even provide services to potential clients. And in any case, respecting the Terms and Conditions of Use of each of the platforms or social networks.
- **Newsletters or e-mail:** among other services, Impact Tools makes available to users the possibility to subscribe to a newsletter regarding the activities, publications or presentations that Impact Tools plans to carry out. Such delivery will be automatic and free for the user, who can unsubscribe at any time.
- **Promotional actions:** those data that the user consents to send to Impact Tools because it is of interest to participate in these acts, will be treated exclusively for the purpose indicated in each action.
- **Employment, scholarships, internships:** Impact Tools makes available to those interested in accessing a job offer or training/practices/grants a number of contact mechanisms on the website, therefore only communications that have been practiced through such means. Applications from means of employment and internships on university websites will also be taken into account. Requests that have not complied with these contact channels arbitrated by Impact Tools will be denied and destroyed at the same time of receipt. In addition, the applicant will be giving their consent for Impact Tools to analyze the information submitted in their application, in the job interview, in the social profiles of professional networks or that information that is accessible directly through search engines, in order to be able to assess the candidacy effectively.

In the event that the candidate is not selected, and unless expressly opposed by the candidate, Impact Tools will save the CV for evaluation in future offers.

- Cookies: are files created in the user's browser to record their activity on the Impact Tools website, and make browsing as efficient and personalized as possible with respect to the habits expressed by the user.

FOURTEENTH.- Cookies Policy. In accordance with European Directive 2009/136/EC, Impact Tools informs you that some of the services offered by the website use cookies.

In this Legal Notice you will be clearly informed about the type of cookies and purpose for which they are intended, but if the user wishes to collect more information from them, he/she may send an email info@impacttools.online.

Cookies are small files stored on the device that the user uses to browse the Internet, and are intended to save information of various types: frequency of visits to the Impact Tools website, preferences navigation information, information of interest to the user, etc. This information will allow Impact Tools to improve the quality and functionality of the website.

Cookies are essential for the proper functioning of the Internet, and are enabled in the browser settings, helping to identify and resolve possible malfunctions on the website. Depending on the purpose for which the data obtained through cookies are processed, you can find:

- Technical cookies: allow the user to browse through a website, platform or application, and use the options or services offered therein.
- Personalization cookies: allow the user access to services that have predefined general characteristics based on a series of criteria in the user's terminal.
- Analysis cookies: allow the monitoring and analysis of the behavior of the users of the website to which they are linked. Such data is used in the measurement of the activity of websites, applications or platforms, and for the elaboration of browsing profiles.
- Advertising cookies: allow the effective management of advertising spaces, so that advertising content is obtained especially personalized for the user.
- External social media cookies: they are used so that visitors to such platforms can interact with the content of these platforms, generated exclusively for the users of those networks.

In addition, Impact Tools informs you that it uses the following types of cookies:

- Own Cookies: they are sent to the user's computer and managed exclusively by Impact Tools, in order to improve the functioning of the website. The information collected is used to improve the quality of the services provided, as well as the experience that the user experiences from the visit to the website. These cookies will remain in the user's browser for as long as necessary to be able to recognize you as a visitor to the website, and adapt the content to your preferences.

- Third-party analytics cookies: the website uses the service provided by Google Analytics, provided by Google Inc., a Delaware company whose main office is at 1600 Amphitheatre Parkway, Mountain View (California), CA 94043, United States (from now on, Google). The information generated by such cookies about the use of the website is directly transmitted and stored by Google on its servers in the United States. Google will use this information on behalf of Impact Tools in order to track user usage habits on the website, compiling activity reports and providing services related to the activity on the page. Google will not associate the user's IP address with any other data available to the user.
- External social media cookies:
 - Twitter: depends on your terms and policies of use.
 - Facebook: depends on your terms and policies of use.
 - LinkedIn: depends on your conditions and policies of use.
 - Google Plus: Depends on your terms and conditions of use.

The user must know from the outset that Impact Tools will not be responsible for the content, timeliness and veracity of the Cookies, Privacy Policies or the Third Party Terms and Conditions of Use included in the previous links.

The user shows his/her consent to Impact Tools regarding the use of the cookies set out above, by browsing and continuing on the website, under the conditions related in this Cookies Policy.

In the event that the user wishes to disable and block cookies, from Impact Tools, and in compliance with current legal regulations, the necessary information is made available that will allow him to configure the browser of Internet to maintain privacy and security with respect to such files. That is why the necessary information and links intended for the official support sites of the main browsers will then be provided to decide whether or not to accept such use of cookies. However, the user should know that Impact Tools will not be responsible for any deficiencies that the latter may suffer in his experience while browsing the website, since disabling or blocking certain cookies may cause errors or poor navigation.

- Microsoft Internet Explorer: You will need to click on the menu option of "Tools", then on "Internet Options", then "Privacy" and finally on "Settings". Link of [interest](#).
- Firefox: you will need to go to the menu option "Tools, then under "Options", then "Privacy" and finally on "Cookies". Link of [interest](#).
- Google Chrome: You will need to use the "Options" section, then under "Advanced Options" and finally "Privacy". Link of [interest](#).
- Opera: you will need to go to the "Security and Privacy" option, where you will find the necessary browser settings. Link of [interest](#).

FIFTEENTH.- Jurisdiction. The legal notice is originally written in English, and its interpretation must be done in accordance with this language. It is governed and interpreted in accordance with Spanish law and will be submitted to the Spanish courts of the city of Madrid.

Last updated 31/10/2019