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# THINKTANK 2000

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## SECURITY DOCUMENT LOPD OF THINKTANK 2000, S.L.

### LEGAL NOTICE AND PRIVACY POLICY

The website **www.thinktank2000.com** (hereinafter, the "Website") is owned by **THINKTANK 2000 S.L.** with registered office in Avda. de Zugazarte 34, 3º Izq. 48930 Getxo, Spain, and N.I.F B-95045142.

**THINKTANK 2000 S.L.** welcomes you and invites you to carefully read the General Conditions of Use of this Website (hereinafter, the "General Conditions of Use") that describe the terms and conditions that will be applicable to your navigation through it, in accordance with what is established in the applicable Spanish regulations. Since **THINKTANK 2000 S.L.** could modify these Conditions of Use in the future, we recommend that you visit them periodically to be duly informed of the changes made.

With the aim that the use of the Website conforms to criteria of transparency, clarity and simplicity, **THINKTANK 2000 S.L.** informs the User that any suggestion, doubt or query about the General Conditions of Use will be received and resolved by contacting **THINKTANK 2000 S.L.** via email: [info@thinktank2000.com](mailto:info@thinktank2000.com).

## 1. Object

**THINKTANK 2000 S.L.** provides the content and services that are available on the Website, subject to these General Conditions of Use, as well as the policy on the processing of personal data (hereinafter, the "Data Protection Policy"). Access to this Website or its use in any way gives you the qualification of "User" and implies unreserved acceptance of each and every one of these General Conditions of Use, reserving **THINKTANK 2000 S.L.** the right to modify them at any moment.

Consequently, it will be the responsibility of all Users to carefully read the General Conditions of Use in force on each of the occasions in which they access this Website, so that, if they do not agree with any of the same indicated here, you must refrain from using this Website.

Likewise, it is announced that, on occasions, particular conditions may be established for the use of specific content and/or services on the Website, the use of said content or services will imply acceptance of the particular conditions specified therein.

## 2. Services

Through the **THINKTANK 2000 S.L.** offers Users the possibility of accessing:

- A. Information on the commercial activity of **THINKTANK 2000 S.L.** and the range of services it offers; as well as the offers or promotions that may be in force at any time.

- B. Contact section, place in which the interested party can indicate their data, together with any query they wish to make, in order to be able to contact the client for further clarification.
- C. Subscriptions section, where the user can indicate their data in order to be able to be sent in a personalized way, information about the promotions that the company can offer at any time, hereinafter the "Services".

### 3. Privacy and Data Processing

When for access to certain content or services it is necessary to provide personal data, Users will guarantee its veracity, accuracy, authenticity and validity. **THINKTANK 2000 S.L.** will give said data the corresponding automated treatment based on its nature or purpose, in the terms indicated in the Privacy Policy section.

### 4. Industrial and Intellectual Property

The User acknowledges and accepts that all the contents displayed on the Website and especially, designs, texts, images, logos, icons, buttons, software, trade names, brands, or any other signs that may be used industrially and/or commercial are subject to Intellectual Property rights and all trademarks, trade names or distinctive signs, all industrial and intellectual property rights, on the contents and/or any other elements inserted in the page, which are the exclusive property of **THINKTANK 2000 S.L.** and/or third parties, who have the exclusive right to use them in economic traffic.

For all these reasons, the User undertakes not to reproduce, copy, distribute, make available or in any other way publicly communicate, transform or modify such content, keeping **THINKTANK 2000 S.L.** of any claim arising from the breach of such obligations.

In no case does access to the Website imply any type of waiver, transmission, license or total or partial transfer of said rights, unless expressly stated otherwise. These General Conditions of Use of the Website do not grant Users any other right of use, alteration, exploitation, reproduction, distribution or public communication of the Website and/or its Contents other than those expressly provided for herein.

Any other use or exploitation of any rights will be subject to the prior and express authorization specifically granted for this purpose by **THINKTANK 2000 S.L.** or the third party owner of the affected rights.

The contents, texts, photographs, designs, logos, images, computer programs, source codes and, in general, any intellectual creation existing on this site, as well as the site itself as a whole, as a multimedia artistic work, are protected as rights copyright by the legislation on intellectual property **THINKTANK 2000 S.L.** is the owner of the elements that make up the graphic design of the Website, the menus, navigation buttons, HTML code, texts, images, textures, graphics and any other content of the Website or, in any case, has the corresponding authorization for the use of these elements.

The content provided on the Website may not be reproduced in whole or in part, nor transmitted, nor recorded by any information retrieval system, in any form or by any means, unless prior authorization is obtained, by written, of the aforementioned Entity and/or their respective authors or owners.

Likewise, it is prohibited to suppress, elude and/or manipulate the "copyright" as well as the technical protection devices, or any information mechanisms that the contents may contain.

The User of this Website undertakes to respect the rights set forth and to avoid any action that could harm them, reserving in any case **THINKTANK 2000 S.L.** the exercise of whatever means or legal actions correspond to it in defense of its legitimate intellectual and industrial property rights.

## 5. Obligations and Responsibilities of the Website User

The User agrees to:

- A. Make proper and lawful use of the Website, as well as its contents and services, in accordance with:
  - 1. the applicable legislation at all times;
  - 2. the General Conditions of Use of the Website;
  - 3. morality and generally accepted good customs and (iv) public order.
- B. Provide all the means and technical requirements that are needed to access the Website.
- C. Provide truthful information by filling in the forms contained on the Website with your personal data and keeping them updated at all times in a way that responds, at all times, to the real situation of the User. The User will be solely responsible for the false or inaccurate statements made and the damages caused to THINKTANK 2000 S.L. or to third parties for the information you provide.

However, as established in the previous section, the User must also refrain from:

- A. Make unauthorized or fraudulent use of the Website and/or its contents for illicit purposes or effects, prohibited in these General Conditions of Use, harmful to the rights and interests of third parties, or that in any way may damage, disable, overload, deteriorate or prevent the normal use of services or documents, files and all kinds of content stored on any computer equipment.
- B. Access or attempt to access resources or restricted areas of the Website, without complying with the conditions required for said access.
- C. Cause damage to the physical or logical systems of the Website, its suppliers or third parties.
- D. Introduce or spread computer viruses or any other physical or logical systems that are likely to cause to cause damage to the physical or logical systems of THINKTANK 2000 S.L. from its suppliers or third parties.
- E. Attempt to access, use and/or manipulate the data of THINKTANK 2000 S.L. third-party providers and other Users.

- F. Reproduce or copy, distribute, allow public access through any form of public communication, transform or modify the contents, unless authorized by the owner of the corresponding rights or it is legally permitted.
- G. Delete, hide or manipulate the notes on industrial intellectual property rights and other data identifying the rights of THINKTANK 2000 S.L. or third parties incorporated into the content, as well as the technical protection devices or any information mechanisms that may be inserted in the content.
- H. Obtain and attempt to obtain the content using means or procedures other than those that, depending on the case, have been made available for this purpose or have been expressly indicated on the web pages where the content is found or, in general, , of those that are commonly used on the Internet because they do not entail a risk of damage or disablement of the website and/or its contents.
- I. In particular, and merely indicative and not exhaustive, the User undertakes not to transmit, disseminate or make available to third parties information, data, content, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any kind of material that:
  - 1. In any way is contrary, belittles or violates the rights fundamental rights and constitutionally recognized public freedoms, in the International Treaties and in the rest of the current legislation.
  - 2. Induce, incite or promote criminal, denigratory, defamatory, violent or, in general, contrary to the law, morality, good customs generally accepted or to public order.
  - 3. Induce, incite or promote actions, attitudes or thoughts discriminatory based on sex, race, religion, beliefs, age or condition.
  - 4. Incorporate, make available or allow access to products, elements, messages and/or services that are criminal, violent, offensive, harmful, degrading or, in general, contrary to the law, morality and good customs generally accepted or to public order.
  - 5. Induce or may induce an unacceptable state of anxiety or fear.
  - 6. Induces or incites to engage in dangerous, risky or harmful practices for health and mental balance.
  - 7. It is protected by the legislation on intellectual property or industrial belonging to **THINKTANK 2000 S.L.** or to third parties without having been authorized the intended use.
  - 8. Is contrary to honor, personal and family privacy or the image itself of people.
  - 9. Constitutes any type of advertising.
  - 10. Includes any type of virus or program that prevents normal operation of the Website.

If to access some of the services and/or contents of the Website, you are provide a password, you agree to use it diligently, keeping it a secret at all times. Consequently, it will be responsible for its proper custody and confidentiality, committing not to assign it to third parties, temporarily or permanently, nor to allow access to the aforementioned services and/or contents by outsiders. Likewise, it is obliged to notify **THINKTANK 2000 S.L.** any fact that may lead to an improper use of your password, such as, enunciative title, its theft, loss or unauthorized access, in order to proceed to immediate cancellation. Consequently, as long as you do not notify above, **THINKTANK 2000 S.L.** will be released from any liability could derive from the improper use of your password, being

your responsibility any illicit use of the contents and/or services of the Website by any illegitimate third party. If you negligently or willfully fail to comply with any of the obligations established in these General Conditions of Use, will be liable for all damages that may arise from said breach. be derived to **THINKTANK 2000 S.L.**

## 6. Responsibilities

**THINKTANK 2000 S.L.** does not guarantee continued access, nor the correct visualization, download or use of the elements and information contained in the pages, which may be impeded, hindered or interrupted by factors or circumstances that are beyond your control. **THINKTANK 2000 S.L.** is not responsible for the decisions that could be adopted as a result of access to content or information offered. **THINKTANK 2000 S.L.** may interrupt the service or resolve immediately the relationship with the User if it detects that a use of its Website or any of the services offered therein are contrary to these General Conditions of Use. **THINKTANK 2000 S.L.** is not responsible for damages, losses, claims or expenses derived from the use of the Site Web. It will only be responsible for eliminating, as soon as possible, the contents that may cause such damage, provided that it is notified. especially not will be responsible for the damages that may arise, among others, from:

1. interference, interruptions, failures, omissions, telephone breakdowns, delays, blockages or disconnections in the operation of the electronic system, motivated by science, overloads and errors in telecommunications lines and networks, or for any other cause beyond the control of **THINKTANK 2000 S.L.**
2. illegitimate interference through the use of malware of any type and through any means of communication, such as computer viruses or any others
3. improper or inappropriate abuse of the Website.
4. security or navigation errors caused by a malfunction of the browser due to the use of non-updated versions of it. The administrators of **THINKTANK 2000 S.L.** reserve the right to withdraw, in whole or in part, any content or information present on the Website. **THINKTANK 2000 S.L.** excludes any responsibility for damages of any nature that could be due to the misuse of the services freely available and used by part of the Website Users. Likewise, **THINKTANK 2000 S.L.** remains exonerated from any responsibility for the content and information that may be received as a result of the data collection forms, being the same only for the provision of consultation services and Doubts. On the other hand, in case of causing damages due to illicit use or incorrect of said services, the User may be claimed by **THINKTANK 2000 S.L.** of the damages caused. You will defend, indemnify and maintain **THINKTANK 2000 S.L.** unscathed against any damages arising from claims, actions or demands of third parties as a result of your access or use of the Website. Likewise, you agree to indemnify **THINKTANK 2000 S.L.** versus any damages arising from your use of "robots", "spiders", "crawlers" or similar tools used for the purpose of collecting or extract data or any other action by you that imposes a burden unreasonable about the operation of the Website.

## 7. Hyperlinks

The User undertakes not to reproduce in any way, not even by means of a hyperlink, the **THINKTANK 2000 S.L.** website as well as none of its contents, unless expressly authorized in writing by **THINKTANK 2000 S.L.** The **THINKTANK 2000 S.L.** site includes links to other websites managed by third parties, in order to facilitate the User's access to the Information from collaborating and/or sponsoring companies. In accordance with it, **THINKTANK 2000 S.L.** is not responsible for the content of said websites, nor is placed in a position of guarantor or/or party offering the services and/or information that may be offered to third parties through third party links. The User is granted a limited, revocable and non-exclusive right to create links to the main page of the Website exclusively for private use and not commercial. Websites that include a link to our Website

1. may not imply that **THINKTANK 2000 S.L.** recommend that website or its services or products;
2. may not falsify their relationship with **THINKTANK 2000 S.L.** nor claim that **THINKTANK 2000 S.L.** has authorized such a link, nor include trademarks, denominations, trade names, logos or other distinctive signs of **THINKTANK 2000 S.L.**;
3. may not include content that may be considered distasteful, obscene, offensive, controversial, inciting violence or discrimination based on of sex, race or religion, contrary to public order or illicit;
4. may not link to any page of the Website other than the main page;
5. must link to the Website's own address, without allowing the website that makes the link reproduces the Website as part of its website or within one of its "frames" or create a "browser" on any of the pages of the Site Web. **THINKTANK 2000 S.L.** You can request, at any time, to delete any link to the Website, after which you must proceed immediately to its removal.

**THINKTANK 2000 S.L.** cannot control the information, content, products or services provided by other websites that have established links with destination to the Website. Consequently, **THINKTANK 2000 S.L.** does not assume any type of responsibility for any aspect related to such websites.

## 8. Data Protection

To use some of the Services, Users must previously provide certain personal data. For this, **THINKTANK 2000 S.L.** will try automatically personal data in compliance with Law 15/1999 of December 13, Protection of Personal Data and the RD of development 1720/2007. **THINKTANK 2000 S.L.** guarantees the protection of all personal data information provided by the User on the Website and, in compliance with the provided for in Organic Law 15/1999, of December 13, on Data Protection Personal Character, in RD 1720/2007 of December 21 and other regulations of application, informs you that:

- A. All personal data provided to **THINKTANK 2000 S.L.** they will be treated by it in accordance with Organic Law 15/1999 of December 13, Protection of Personal Data and RD 1720/2007 of

December 21 and will be incorporated into a le, created and maintained under the responsibility of **THINKTANK 2000 S.L.** which has been duly registered with the Agency Spanish Data Protection.

- B. The data is collected for the purpose of managing and resolving issues raised by the users, as well as supplying the products or lending the services of the company's activity.
- C. In the collection and processing of personal data have been adopted appropriate security measures to prevent loss, unauthorized access or the manipulation of the same, in accordance with the provisions of the Royal Decree 1720/2007, of December 21.
- D. **THINKTANK 2000 S.L.** is committed to protecting confidential information whoever has access.
- E. **THINKTANK 2000 S.L.** will not use in any case the data of personal character that you make available to provide services to third parties other than those referred to in section b) of this document or, where appropriate, to achieve their own profit.
- F. The User certifies that he has the necessary legal capacity to provide the consent regarding the processing of your personal data and all this, in accordance with the provisions of this Privacy Policy.
- G. The User can, at any time, exercise the rights of access, rectification, cancellation and opposition on your personal data, as well as the revocation of consent for any of the aforementioned purposes, sending to **THINKTANK 2000 S.L.** a duly signed letter to our postal address, indicated above, where the contact information is clearly stated, to which must be attached a photocopy of your NIE/NIF or document proving your identity.
- H. The User authorizes the automated processing of personal data supplied under the terms indicated. If you authorize the processing of your data of a personal nature for the latter purpose, please check the following box:

**"I agree the terms and conditions"**

...which is found after the data collection forms.

## 9. Cookies

**THINKTANK 2000 S.L.** reserves the right to use "cookie" technology in the Website, in order to recognize it as a frequent User and personalize the use that make of the Website by pre-selecting your language, or more content desired or specific. The "cookies" used by the Website, or the third party that act on your behalf, are associated only with an anonymous user and your computer, and do not provide the user's personal data per se. Cookies are files sent to a browser by a web server to record the User's navigation on the Website, when the User allows your reception. In turn, you can delete the "cookies" for which you should consult the instructions for use of your browser.

Thanks to cookies, it is possible that **THINKTANK 2000 S.L.** recognize the browser of the computer used by the User in order to provide content in accordance with the preferences of navigation or advertising and the demographic profiles of the Users as well as to measure visits and traffic parameters, monitor the progress and number of entries.

## 10. Duration and termination

The provision of the service of this Website and the other services have in initially an indefinite duration. However, **THINKTANK 2000 S.L.** can give terminate or suspend any of the portal services. when it is possible, **THINKTANK 2000 S.L.** announce the termination or suspension of the provision of the given service.

## 11. Representations and Warranties

In general, the contents and services offered on the Website are of a informational only. Therefore, by offering them, **THINKTANK 2000 S.L.** does not provide warranty or any statement in relation to the content and services offered on the Site web, including, by way of example, guarantees of legality, reliability, usefulness, truthfulness, accuracy, or merchantability, except to the extent that the law does not such representations and warranties may be excluded.

## 12. Force majeure

**THINKTANK 2000 S.L.** will not be responsible at all in case of impossibility of provide service, if this is due to prolonged interruptions of supply electricity, telecommunications lines, social conflicts, strikes, rebellion, explosions, floods, acts and omissions of the Government, and in general all cases of force majeure or fortuitous event.

## 13. Dispute resolution. Applicable law and jurisdiction

These General Conditions of Use, as well as the use of the Website, are will be governed by Spanish law. Any controversy will be resolved before the courts of the domicile of the owner of the Website. In the event that any provision of these Conditions General Conditions of Use will be unenforceable or null under the applicable legislation or as a result of a judicial or administrative decision, said unenforceability or nullity will not make these General Conditions of Use unenforceable or null as a whole. In such cases, **THINKTANK 2000 S.L.** will proceed to the modification or substitution of said stipulation for another that is valid and enforceable and that, as far as possible, achieve the objective and claim reflected in the original stipulation.