### **LEGAL WARNING**

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Welcome to the EBROSTRADE website.

Hereafter, we expose this WEB page conditions of use. Browsing this WEBSITE provides you the role of user and, therefore, you accept the clauses detailed in this document.

**IDENTIFICATION**

In accordance with the provisions of article 10 of Law 34/2002, of July 11, on Services of the Information Society and Electronic Commerce, it is informed that www.ebrostrade.com is a domain of the company GORCAM EXPORTS, SL (hereinafter EBROSTRADE) with CIF: B02991040, with registered office in Calle Atahualpa 2 - 41089 Sevilla (Spain), and mail [admin@ebrostrade.com](mailto:admin@ebrostrade.com).

The company is called GORCAM EXPORTS, S.L and is registered in the Mercantile Registry of Barcelona, ​​Volume 47621, Folio: 95, Page: 557354, Inscription: 1.

**RULES OF USE**

The User undertakes to make appropriate and lawful use of the Website as well as its contents and services, in accordance with the applicable legislation in each situation, morality and generally accepted good customs and public order.

It is forbidden to carry out, on your part, any action that may cause alterations to the contents of this WEB or its malfunction, including the introduction of viruses or similar.

**INTELLECTUAL PROPERTY**

The WEB pages and the information or elements it contains, including texts, documents, photographs, drawings, graphic representations, databases, videos and also logos, trademarks, trade names, or other distinctive signs, are protected by copyright, intellectual or industrial property, of which EBROSTRADE is the owner or legitimate licensee.

Any type of exploitation is prohibited, including any type of reproduction, distribution, transfer to third parties, public communication and transformation, by means of any type of support and means, without prior and express authorization.

**RESPONSIBILITY**

Our intention is to offer a website that offers continuous performance of the highest quality.

In any case, we inform you that we cannot guarantee continuous access, and that the pages may be impeded or interrupted by factors or circumstances beyond our control.

EBROSTRADE is not responsible for the information and other content included in spaces or web pages of third parties accessible through links, hyperlinks or links.

EBROSTRADE is not responsible for any damages that may arise, among others, from:

- Interferences, interruptions, failures, omissions, breakdowns, delays, blockages or disconnections in the operation of the electronic system, caused by deficiencies, overloads and errors in telecommunications lines and networks

- Illegitimate interference through the use of malicious programs of any kind and through any means of communication.

- Improper or inappropriate use of the Website.

- Errors caused by a malfunction of the browser or by the use of non-updated versions of it.

The user, in case of causing damages due to an illicit or incorrect use of this WEB site, may be claimed for the damages caused.

Likewise, the user will be liable for any damage arising from the use of "robots", "spiders", ... or similar tools used in order to collect or extract data or any other action on their part. that imposes an unreasonable burden on the operation of the Website.

**LEGISLATION**

For the resolution of any conflict that may arise on the occasion of the visit to our WEB, we recommend that you contact us directly through the contact information email admin@ebrostrade.com, exposing your case, in order to reach an amicable agreement between the two parties.

Otherwise, the applicable law in case of dispute or conflict of interpretation of the terms that make up this legal notice, as well as any issue related to the services and products of this portal, will be under Spanish law.

If you wish, the European Commission provides an online dispute resolution platform that is available at the following link: <http://ec.europa.eu/consumers/odr/>

Our company and the User agree to submit to the Judges and Courts of the User's domicile, provided in case that the User is located in Spanish territory and acts as a consumer.

### **PRIVACY POLICY**

**DATA PROTECTION PROTECTION POLICY**

**Scope of the personal data protection policy**

This personal data protection policy covers any data processing that may occur when browsing or interacting with any of our web pages or the social networks in which we may have a presence (LinkedIn, YouTube, etc.). At the end of this document special information is specified in the case of the use of social networks. It will also apply to any internal procedure of the company that requires the collection of data, whether in paper forms or any other system.

In any of these media, you can consult information, and in some cases fill in forms, answer surveys, participate in contests, make inquiries, send photographs, make comments, etc... and, therefore, provide us personal data information. All processing is subject to our privacy policy.

**Who is responsible for the processing of your personal data?**

In compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 and Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights , we inform you that the personal data you provide us will be processed by GORCAM EXPORTS, S.L (hereinafter EBROSTRADE) with CIF: B02991040, registered office at Calle Atahualpa 2 - 41089 Sevilla (Spain), and mail [admin@ebrostrade.com](mailto:admin@ebrostrade.com).

**What treatments do we carry out of your personal data?**

|  |  |
| --- | --- |
| Treatment | DATA-CONTACT |
| Purpose | Manage the personal data of the contacts derived from commercial operations |
| Data Category | Clients, suppliers, agencies |
| Data Category | Identification data: Name and surnames, telephone and mail |
| Legitimacy | Contractual relationship |
| Origin | Of the interested party |
| Recipients | Those provided for by regulations |
| Conservation time | Those provided for by regulations |
| International Transfers | They can only be carried out if they comply with the requirements set forth by the Spanish Agency for Data Protection, or any other national or community regulations that regulate them. |

|  |  |
| --- | --- |
| Treatment: | INFORMATION |
| Data Category | Respond to requests for information received through the web |
| Data Category | People requesting information |
| Data Category | Name, surnames, email, telephone |
| Legitimacy | legitimate interest |
| Origin | Of the interested party |
| Recipients | There are no data communications. |
| Conservation time | Until the request has been processed. |
| International Transfers | There are no international data transfers. |

Your consent can be revoked at any time.

EBROSTRADE uses tools to analyze user profiles, behaviors or preferences and subsequently carry out targeted campaigns based on this data.

**For what reason do we use your personal data?**

Next, we explain the legal basis that allows us to process your personal data.

1.- In compliance with a contractual relationship

2.- When you give us your consent.

3.- Due to the legitimate interest of EBROSTRADE to show you services, products and initiatives that may interest you

4.- Compliance with obligations imposed by Law.

We remind you that you can revoke your consent at any time at the following address: admin@ebrostrade.com.

**Posting photos or videos on the website or on social networks**

For the publication of photographs or videos of our workers, clients, users or minors on the web or social networks, as well as collecting data to carry out a contest or process any other personal data, we previously obtain the prior, explicit, indisputable and informed of the holder.

The treatment of these photos complies with the principle of proportionality, that is, they are only treated strictly for the purpose for which consent has been given.

Data not relevant

EBROSTRADE warns the user that, except for the existence of a legally constituted representation, no user can use the identity of another person and communicate their personal data, so the user must bear in mind at all times that they can only provide personal data corresponding to their own identity and that they are adequate, pertinent, current, exact and true

**How long will we keep your data?**

EBROSTRADE keeps your Personal Data as long as it is necessary for the purpose for which it was collected. If the guideline is different from that indicated in this policy, it is detailed in the relevant document.

**Whom will we communicate your data?**

EBROSTRADE will only transfer your data into those services in which it is indicated and, in the cases provided for by law.

There will be no international transfers of your personal data.

In the case of social networks, all the information and content published by the user will be communicated and shared with the rest of the users who consult this social network, due to the very nature of the service.

**Security measures**

EBROSTRADE ensures the absolute confidentiality and privacy of the personal data collected and therefore essential security measures have been adopted to prevent alteration, loss, treatment or unauthorized access and thus guarantee its integrity and security.

**Which are your rights when you provide us with your personal data?**

|  |  |  |
| --- | --- | --- |
| Rights | Content | Attention Channel |
| Access | You can consult the personal data managed by EBROSTRADE | [admin@ebrostrade.com](mailto:admin@ebrostrade.com) |
| Rectification | You can modify your personal data when they are inaccurate. |
| Suppression | You can request the deletion of your personal data |
| Opposition | You may request that your personal data not be processed. |
| Treatment limitation | You can request the limitation of the processing of your data in the following cases:  - While the challenge of the accuracy of your data is checked  - When EBROSTRADE does not need to process your data, but you need it to exercise or defend claims. |
| Portability | You can receive in electronic format the data that you have provided us in electronic format |
| If you believe that we have not processed your personal data in accordance with the regulations, file a claim with the Spanish Data Protection Agency (www.agpd.es). | | |
| To exercise your rights, accompany your request with a copy of your DNI or document proving your identity. | | |
| The exercise of your rights is free | | |

### **TERMS OF USE**

**TERMS OF USE**

www.ebrostrade.com (EBROSTRADE) is an online B2B platform with a global scope, developed and managed by Gorcam Exports, S.L.

The objective of EBROSTRADE is to promote and manage the purchase and sale of perfumery, cosmetic, hair and dermo-cosmetic products through the catalogs and offers that third parties publish in it, which can be acquired by the purchasing users.

EBROSTRADE's function is limited to establishing cross trade operations between buyers and in any case non storing the products or neither being their depositary.

The entire 360º buying and selling process is formalized and carried out without leaving the Platform, guaranteeing total confidentiality, transaction security and optimizing time.

The use of the Platform is exclusively focused on professional Users, whether they are distributors, wholesalers or retailers, excluding consumers and other non-professional users.

The identity of the Users is totally confidential and will not be public for the rest of the Users, assigning them an Alias ​​by the Platform, randomly.

Users will be subject to verification, being able to resort to third-party databases or official government or legal organisms.

The Platform and the services offer directly are free for users, and no payment must be made to EBROSTRADE for this concept.

To access all the functionalities of the Platform and the service, the User must previously register at www.ebrostrade.com as well as provide all the information and documents that are required, then obtain the validation of the Platform, as well as proceed to the acceptance of the General Conditions of purchase and sale that are regulated through two contracts.

Once the Users are registered in the web, in order to operate they must read and accept the content of mentioned contracts.

Through the contracts, duration and validity of the conditions are established, details about the use of the service, prices and forms of payment, shipment, change and cancellation of orders, responsibilities of the parties, intellectual and industrial property, data protection, confidentiality, force majeure, transfer, as well as everything related to applicable legislation and jurisdiction.

The particular conditions of each operation will be established in the Purchase Order document.

In case of contradictions between the Purchase Order document and the General Conditions, the former will prevail.

Each User agrees to create and use a single account. Once registered and for any subsequent connection, the user will be able to access his account by entering his username and password. The username and password are strictly confidential.

By using the site or the services of the site or by clicking to accept the terms of service constitutes a formal acknowledgment of agreement. If the terms are accepted on behalf of an entity, the acceptor represents and warrants that it has the authority to bind that entity to the terms of service, which will refer to and apply to that entity.