

## **PRIVACY POLICY**

### **1. USE CONDITIONS**

In compliance with Law 34/2002 of 11 July, services of information society and electronic commerce, **ETHNICMODELS, SL**, informs you that owns the website: [www.ethnicmodels.es](http://www.ethnicmodels.es) [1]. In agreement with the requirements of Article 10 of the said Act, **ETHNICMODELS, SL**, reports the following data: the holder of this website is **ETHNICMODELS, SL**, CIF: **B66687757**, and Register of **BARCELONA**, Volume: **45159**. Page: **39, S8** Sheet: **B-478703**, and registered office: **C/ INDUSTRIA, 20 BJ**. Code: **08173**. Location: **SANT CUGAT DEL VALLES**. Province: **BARCELONA**. The email address to contact the company is: [bookers@ethnicmodels.es](mailto:bookers@ethnicmodels.es) [2]

### **2. USER AND RESPONSIBILITIES**

Navigation by accessing and using of websites [www.ethnicmodels.es](http://www.ethnicmodels.es) [1], and all the subdomains and directories included under this web, as the services or contents that through them could be obtained and all the own domain portals or gives the user's condition, by which they accept, navigate to the page **ETHNICMODELS, SL**, all terms and conditions set here without affecting the application of the relevant rules binding Legal as appropriate.

If the considerations detached in this Legal Warning are not of your accordance, you might not use the Portal, although every use made of it or its services and contains in it included will be accept the legal conditions attached in this legal warning.

The website **ETHNICMODELS, SL**, provides wide range of information, services and data. The user assumes responsibility for the proper use of websites. This responsibility shall extend to: the accuracy and legality of the information provided by the user in the forms issued by **ETHNICMODELS, SL**, to access certain content or services offered by the website.

To this effect, the User is not allowed to use any of the contains with illegal purposes or effects which are prohibited in this text and that in any way could damage rights and interests or third parties or could damage, disable, overload or prevent the normal use of the contains, of other Users or of the whatever Internet User (hardware and software).

The use of information, services and data offered by **ETHNICMODELS, SL**, will not go against the provisions of these conditions, law, morals, good customs or public order or in any other case, may involve injury to the rights of others or the operation of websites.

To this end, the User shall not use any of the contents with illegal purposes, prohibited in this text, harmful to the rights and interests of others, or in any way damage, disable, overburden, impair or prevent the normal use of the contents, other Users or any Internet user (hardware and software).

Users shall be liable for damages of any kind that the company owns the site may suffer directly or indirectly as a result of breach of any of the obligations arising from the use of this Website and policy privacy.

In particular, and merely indicative and not exhaustive, the User agrees not to transmit, distribute or make available to third parties information, data, content, messages, graphics, drawings, sound and / or images, photographs Site,

## **1. POLICY LINKS AND DISCLAIMERS**

**ETHNICMODELS, SL**, is not responsible for the content of websites to which users may access through the links established in their websites and declares that in no case shall examine or will exercise any control over the contents of other pages on the web.

Also, does not guarantee the technical availability, accuracy, reliability, validity or legality of pages outside your property which can be accessed through the links.

**ETHNICMODELS, SL**, declares that it has taken all necessary measures to avoid any damage that may arise from browsing its web pages. Consequently, **ETHNICMODELS, SL**, will not be liable in any way for any damage that the user may suffer due to Internet browsing.

**ETHNICMODELS, SL**, is not liable for damages of any kind caused to the user due to bearing errors or disconnections in telecommunications networks that produce the suspension, cancellation or interruption of service of the site while providing the same or prior.

Access to the site: [www.ethnicmodels.es](http://www.ethnicmodels.es) [1], does not imply any obligation on the company to ensure the absence of viruses or other harmful elements. It is up to the user, in any case, the availability of adequate tools for the detection and disinfection of harmful computer programs.

**ETHNICMODELS, SL**, is not responsible for damage to computer equipment, documents and / or files or third parties during the service Portal.

## **2. ADVERTISING**

Web: [www.ethnicmodels.es](http://www.ethnicmodels.es) [1], will be able to host advertising or sponsored content. Advertisers and sponsors will be the only responsible for ensuring that material submitted for inclusion on the Website complies with laws in each case can be applied.

**ETHNICMODELS, SL**, is not responsible for any error, inaccuracy or irregularity that may contain advertising content or sponsors.

## **3. CHANGES**

**ETHNICMODELS, SL**, reserves the right to make any changes it deems appropriate, without notice, to the content of their websites, in terms of content websites to their terms and conditions or general conditions of contract. These modifications may be made through their websites in any way permissible by law and must be complied with during the time they are published on the web and until they are modified by others later.

## **4. INTELLECTUAL PROPERTY**

The rights of intellectual property derived from all text, images, as well as the ways and means of presentation and assembly of its pages belong to, by themselves or as an assigned, to **ETHNICMODELS, SL**. They will, therefore, works protected by copyright law and Spanish were able to apply both the Spanish and EU regulations in this field, such as international treaties on the matter and signed by Spain, Royal Decree-Law 1/1996 and following modifications; Directive (EU) 2019/790 of the European Parliament and of the Council of April 17<sup>th</sup> 2019 on copyright and related rights in the Digital Single Market.

All rights reserved. In compliance with the Law on Intellectual, the reproduction, distribution, public communication and use of all or part of the contents of their websites without the explicit consent of, **ETHNICMODELS, SL**. Are prohibited.

Also, **ETHNICMODELS, SL**, reserves the right to file civil or criminal actions it deems appropriate for the misuse of their web pages and content or for breach of these conditions.

## **5. CERTIFICATES OF COMPLIANCE LSSI-CE AND PROTECTION OF DATA**

**ETHNICMODELS, SL**, complies with current data protection regulations and with the LSSI-CE, and has been advised by GRUPO QUALIA on these regulations, for which it is granted two certificates in digital image format so that it can expose them on its website.

## **6. LEGAL ACTIONS, APPLICABLE LEGISLATION AND JURISDICTION**

The relationship between the user and **ETHNICMODELS, SL**, shall be governed by Spanish legislation and will be competent to decide any dispute that may arise between the user and **ETHNICMODELS, SL**, the courts or tribunals of the town of **SANT CUGAT DEL VALLÈS**.

## **7. USE OF COOKIES**

**ETHNICMODELS, SL** can use cookies during User's navigation through this website in order to improve a personalized and comfortable browsing. Following our data protection policy, we inform you that cookies are associated to an anonymous user and in your computer and don't allow by themselves neither the name nor the surname of the User

In that sense according to the the ruling of October the 1<sup>st</sup> 2019 The Grand Chamber or the European Court of Justice and according to the AEPD's Guide, of July 2020 our cookies' policy informs the User about the time these cookies will remain active in the user's terminal computer and about the possibility that third persons have access to the information which these store. This ruling changes the art. 5, part 3 of the Directive 2002/58 for the Directive 2009/136.

Following this ruling and the AEPD's Guide of July 2020, the User has the possibility to accept or refuse explicitly the cookies' use and to receive more information about them. Additionally the User has the possibility to customize his browser in such a way that will be informed about cookies reception. However to access to **ETHNICMODELS, SL**'s website the cookies' installation is not perceptible.

The user compromises on abstaining of reproducing, copying, making available or whatever other way of public communication, changing or modifying the contents, without the authorization of the owner of the corresponding rights or this is legally permitted.

## **8. PERSONAL DATA PROTECTION**

In accordance with the provisions of the General Regulation-EU-2016/679 of the Parliament and the Council of Europe for the Protection of Personal Data, approved on April 27th, 2016, and the OLPPD-3/2018, Guarantee of Digital Rights, the Law 34/2002 of Services of the Society of Information and Electronic

Commerce and the Law 9/2014 General of Telecommunications 9 May 9<sup>o</sup> ETHNICMODELS, SL, informs users of their websites that we are required to keep professional secrecy about personal data collected by the company through the forms located on its pages, This obligation will continue even after we have completed our commercial or contractual relationship, and in no case we can make public the personal data of visitors and customers to the web without their consent. Children under 14 must arrange give their consent for a store to collect and process their personal data; only your legal representatives (parents or guardians) are the ones who can do it on your behalf. Those businesses that need to process data of children under 14 must have the means to obtain the consent of their parents or guardians, for example, by means of an email message addressed to one of them that contains a link to an electronic form. Children under 14 years of age must arrange be asked for information about the family environment, the only exception being the identification and contact details of the parents or tutors.

These data will be entered in an automated file under the responsibility of the administrator of the website of **ETHNICMODELS, SL**, with the purpose of being able to facilitate, speed up and fulfill the commitments established between both parties. Also, **ETHNICMODELS, SL**, informs of the possibility of exercising the access rights, which allows the web user, to know what personal data the administrator of this page has and in that case he will answer within 30 days, provided that he keeps the data; rectification, which allows correcting errors, modify data that are inaccurate or incomplete and ensure the accuracy of the information; opposition, that may request and ensure that it does not carry out data processing, deletion that allows the deletion of inappropriate or excessive data, limitation, by the that you can request that the processing of your data be limited when you have exercised your right to rectification of your personal data, and portability, so that the user can obtain a copy of the personal data that you have provided on the web in order to be able to transmit them to other services, these rights may be exercised by any means that leaves a record of your shipment and its receipt to the address: [bookers@ethnicmodels.es](mailto:bookers@ethnicmodels.es) [2], providing a photocopy of the ID or alternative documentation that proves your identity.

As long as you do not inform us otherwise, we will understand that your data has not been modified, that you agree to notify us of any variation and that we have the consent to use them in order to build loyalty between the parties.

The sending of your data by means of the forms on our website will necessarily be subject to having read / accepted the Privacy Policy, through a mandatory check box at the bottom of the form.

In accordance with the provisions of Law 34/2002, on Services of the Information Society and Electronic Commerce in its article 21, we ask for your consent to be able to make advertising communications that we believe may be of interest to you, by email or by any other means of electronic communication equivalent, this consent will accept or deny with a mandatory check box at the bottom of the form.