

## Legal Note

NOVOGENIO S.L., following the regulations on the protection of personal data, details whom may be interested below, the Personal Data Protection Policy of NOVOGENIO S.L. which is adapted to the General Data Protection Regulation of the European Union, regarding the protection of natural persons with regard to the processing of personal data and the free movement of these data (EU Regulation 2016/679 of 27 April 2016) and Law 34/2002 of July 11, Services of the information society and electronic commerce.

The Web ([www.novogenio.com](http://www.novogenio.com)) is a domain from Internet whose owner is NOVOGENIO S.L. address C/ CIRCONIO POL. IND. CAMACHOS PARCELA 70 B PC ES30369 CARTAGENA, Murcia (Spain), with TAX no. B30809321 and registered at the Commercial Registry of Murcia, Volume 2480, Folio 1, Page 63.173.

**1.-Use of this Website:** These General Conditions regulate the operation of the website [www.novogenio.com](http://www.novogenio.com) that NOVOGENIO S.L. makes available to the user, whose main objective is to inform about our products and services and who we are. The use of the Website attributes the condition of user, and implies full acceptance by the User of all the Conditions of Use of the Website in force at each time the User accesses it, so, if he does not agree With any of the conditions set forth herein, you should not use this Website.

In the same way, the User undertakes not to use the Website [www.novogenio.com](http://www.novogenio.com), the information published therein, for illicit purposes or effects, contrary to the content of these General Conditions, harmful to the rights or interests from third parties, or that in any way may damage, disable, overload or deteriorate the Website or the information provided or prevent the normal use or enjoyment of the Website by other users.

The User must refrain from obtaining information, messages, graphics, drawings, sound and / or image files, photographs, software and, in general, any kind of material accessible through the Website or services, using other means than those that have been made available to him/her, or in general, those that are commonly used on the Internet.

Access to the website of minors is not allowed, being the legal representative of the same responsible for the actions and consequences of accessing the website, without having any responsibility NOVOGENIO SL.

**2.-Right to modify the Web site, right to restrict access to the Web site and right to suspend the operation of the Web:** NOVOGENIO S.L. reserves the right to modify at any time, without prior notice, the presentation or configuration of the website, as well as the information, services, these Conditions of Use of the Website, such as any other general or particular conditions, instructions or notices that are applicable. These modifications will be to improve user services, according to market trends. Also, NOVOGENIO S.L. reserves the right to suspend, interrupt or stop operating the Website, or restrict its access, partially or totally, individually or collectively, temporarily or permanently, at any time.

### **3.-Browsing with cookies:**

#### **WHAT ARE COOKIES?**

Cookies and other similar technologies such as local shared objects, flash cookies or pixels, **are small files** that some platforms, such as web pages, can install on the user's device (computer, tablet, smartphone, etc.).

**Their function** can be varied: store your browsing preferences, gather statistical information, allow certain technical functionalities ...

Sometimes, **cookies are used** to store basic information about the browsing habits of the user or their device, to the point, depending on the case, of being able to recognize it.

Cookies are **useful** for several reasons. From a technical point of view, they allow web pages to work more quickly and adapted to your preferences, such as storing your language or the currency of your country.

In addition, they **help** those responsible for websites to improve their services, thanks to the statistical information they collect through them.

Finally, they serve to make the advertising that can be displayed more efficient, thanks to which it could - if it is the case - offer services for free.

For more information about cookies, visit [Your Online Choices Spain](#) or <http://www.allaboutcookies.org/es/>.

#### **COOKIES AFFECTED BY THE REGULATIONS AND EXCEPTED COOKIES**

Due to the modification of the "Law of Information Society Services" (LSSICE) established by Royal Decree 13/2012, it is mandatory to obtain the express consent of the user of all web pages that use dispensable cookies, before let him browse them.

The cookies that require the informed consent of the user are analytical cookies and those for advertising and affiliation, excepting those of a technical nature and those necessary for the operation of the website or the provision of services expressly requested by the user.

#### **WHAT TYPE OF COOKIES ARE THERE?**

There are different types of cookies.

At a first level we can differ among:

– **Own cookies:** They belong and are managed by the owner of the Website.

-**Third-party cookies:** They belong and are managed by third parties, outside the owner.

Cookies can be "session cookies", so they will be deleted once the user leaves the website that generated them or "persistent cookies", which remain on their computer for a programmed time that can reach years.

In addition, cookies are classifiable according to the purpose for which they were created:

-**Technical and functional cookies:** they are strictly necessary for the use of the Site and for the provision of the service.

If you disable these cookies, we will not be able to save your preferences.

This means that every time you visit this website you will have to activate or deactivate cookies again.

-**Analytical cookies:** We use analytical cookies to help us understand what users use of our website. For example, they help us count the number of different people who visit our website or use a specific feature, instead of the total number of times the website or feature is used. Without this cookie, if you visit the website once a week for three weeks, we would count you as three independent users. Without these cookies, it would be very difficult for us to analyze the performance of our website and improve it.

-**Personalization cookies:** These cookies allow the user to configure the design, language, preferences, etc. of your browser.

-**Advertising and behavioral cookies:** They are used to carry out an effective management of the advertising spaces that have been included in a website or application from which the service is provided. They are useful to adapt the advertising offered to the interests of the users, since they collect information about their preferences. They are the ones used in marketing techniques such as retargeting.

-**Affiliate cookies:** These cookies track visits from websites with which a Site has established an affiliation contract.

-**Social interaction cookies:** These cookies are used to allow you to share content directly on social networks, such as Facebook or Twitter. An example would be when you click on "like" or "tweet" about a business or product advertised on our website.

Own cookies used by our website

The [www.novogenio.com](http://www.novogenio.com) site uses necessary HubSpot cookies.

Necessary cookies

These are essential cookies that do not require consent.

`__hs_opt_out`

- This cookie is used by the privacy policy of to remember not to ask the visitor to accept cookies again.
- This cookie is set when you provide visitors with the option of preferring to unsubscribe from cookies.
- Contains the string "yes" or "no".
- Expires in 13 months.

#### `__hs_do_not_track`

- This cookie can be set to prevent the tracking code from sending any information to HubSpot.
- Contains the string "yes".
- Expires in 13 months.

#### `__hs_initial_opt_in`

- This cookie is used to prevent the banner from always being displayed when visitors browse strictly.
- Contains the string "yes" or "no".
- Expires in seven days.

#### `__hs_cookie_cat_pref`

- This cookie is used to record the categories to which a visitor consents.
- Contains data on the categories to which the visitor consents.
- Expires in 13 months.

#### `hs_ab_test`

- This cookie is used to consistently provide visitors with the same version of an A / B test page that they have seen before.
- Contains the id of the A / B test page and the id of the variation that was chosen for the visitor.
- It expires at the end of the session.

#### `<id>_key`

- When visiting a password-protected page, this cookie is set so that future visits to the page from the same browser will not require a new login.
- The name of the cookie is unique for each password-protected page.

- Contains an encrypted version of the password so that future visits to the page will not require the password again.
- Expires in 14 days.

#### hs-messages-is-open

- This cookie is used to determine and save if the chat widget is open for future visits.
- It is set in your visitor's browser when they start a new chat and closes the widget again after 30 minutes of inactivity.
- If your visitor manually closes the chat widget, it will prevent the widget from reopening on subsequent page loads in that browser session for 30 minutes.
- Contains a Boolean value of True if present.
- Expires in 30 minutes.

#### hs-messages-hide-welcome-message

- This cookie is used to prevent the chat widget from being seen again for a day after it is dismissed.
- Contains a Boolean value of True or False.
- Expires in one day.

#### \_\_hsmem

- This cookie is set when visitors log into a HubSpot-hosted site.
- Contains encrypted data that identifies the member user when they log in.
- Expires in one year.

#### hs-membership-csrf

- This cookie is used to ensure that content membership logins cannot be forged.
- Contains a random string of letters and numbers used to verify that a membership login is authentic.
- It expires at the end of the session.

#### hs\_langswitcher\_choice

- This cookie is used to save the visitor's selected language option when viewing pages in multiple languages.

- Configured when an end user chooses a language from the language selector and is used as language preferences to redirect them to sites in their chosen language in the future if available.
- Contains a colon delimited string with the language code ISO639 option on the left and the private top-level domain applied on the right. An example will be "ES-US: hubspot.com".
- Expires in two years.

#### \_\_cfuid

This cookie is set by the HubSpot CDN provider due to their speed limitation policies. More information on Cloudflare cookies. It expires at the end of the session.

#### Analytics tools

These are non-essential cookies controlled by the cookie banner.

#### \_\_hstc

- The main cookie for visitor tracking.
- Contains the domain, utk, initial timestamp (first visit), most recent timestamp (last visit), current timestamp (this visit), and session number (increases for each subsequent session).
- Expires in 13 months.

#### hubspotutk

- This cookie tracks the identity of a visitor. It is passed to HubSpot in form submission and is used when de-duplicating contacts.
- Contains an opaque GUID to represent the current visitor.
- Expires in 13 months.

#### \_\_hssc

- This cookie tracks sessions.
- This is used to determine if HubSpot should increase the session number and timestamps in the \_\_hstc cookie.
- Contains the domain, viewCount view count (increments with each page view in a session), and session start timestamp.
- Expires in 30 minutes.

#### \_\_hssrc

- When HubSpot changes the session cookie, this cookie is also set to determine if the visitor has restarted their browser.

- If this cookie does not exist when HubSpot manages cookies, it is considered a new session.
- Contains the value "1" when it is present.
- It expires at the end of the session.

#### Functionality cookies

##### Chatflow cookie

This is the cookie used for the chatflows tool. If you are a visitor, this allows you to chat with a representative on the site.

##### messagesUtk

- This cookie is used to recognize visitors who chat with you through the chatflows tool. If the visitor leaves your site before they are added as a contact, these cookies will be associated with their browser.
- If you chat with a visitor who then returns to your site in the same browser with cookies, the chatflows tool will load their conversation history. The cookie is controlled by the setting Consent to collect chat cookies on your chatflow.
- If this setting is disabled, the cookie is controlled by the Consent to process setting in your chatflow.
- HubSpot will not remove the Utk message cookie for visitors who have identified themselves through the Visitor Identification API. The analytics cookie banner will not be affected.
- This cookie will be specific to one subdomain and will not carry over to other subdomains. For example, the cookie installed for info.example.com will not be applied to the visitor when visiting www.example.com and vice versa.
- Contains an opaque GUID to represent the current chat user.
- Expires in 13 months.

#### Advertising cookies

Advertising cookies are ad pixel cookies (such as Facebook, LinkedIn and Google).

### **HOW TO REMOVE BROWSER COOKIES?**

1. You can restrict, block or delete cookies from our website (or any other), using your browser. In each browser the operation is different. The 'Help' function will show you how to do it.
2. Through third-party tools, such as *Ghostery* or *Your online choices*.

Deactivating the use of cookies on our website may decrease its functionality, cause limitations in navigation or, in certain cases, even prevent said navigation.

**4.-Access and use of the website is free:** The provision of the website service by the User is free and does not require prior subscription or registration. In any case, registration is only required when the User wishes to contact us, using the form enabled for this purpose or the email link.

**5.- Links.** It is possible that the website often makes available to the user technical link devices (links, banners or buttons), directories and search tools that allow users to access websites belonging to and/or managed by third parties. NOVOGENIO S.L. does not offer nor sell by itself or through a third party the services available on the linked sites, neither does it control, monitor or approve the products, services, contents, information, data, files and any other kind of material on those linked sites. Consequently, NOVOGENIO S.L. declines any responsibility regarding the information that is outside this Website and not managed by [www.novogenio.com](http://www.novogenio.com)

The User who wishes to establish a link, or practice any action on or in relation to the Website requires the prior authorization of NOVOGENIO SL., Any other use, transfer to third parties, communication disclosure of the contents, total or partial, public or private, is forbidden; NOVOGENIO SL. reserves the right to exercise the corresponding civil and criminal legal actions to demand compliance with this clause and the claim for damages.

**6.- Intellectual and Industrial Property Rights.** The User acknowledges and accepts that all industrial and intellectual property rights over the Contents and/or any other elements inserted in the Website (including without limitation, brands, logos, trade names, texts, images, graphics, designs, sounds, databases, software, flowcharts, presentation, "look-and-feel", audio and video), belong to NOVOGENIO SL and/or third parties. Therefore, they may not be totally or partially reproduced, distributed or publicly communicated in any way, or modified, or stored, without the prior written authorization of NOVOGENIO S.L. 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.

#### **7.- Exclusion of guarantees and responsibility.**

**7.1.- Operation of the website.** NOVOGENIO S.L. does not guarantee the availability and continuity of the operation of the Website and will not be in any case responsible for any damages that may arise from (i) the lack of availability or accessibility to the Website or to those other sites with an established Link; (ii) the interruption in the operation of the Website or computer failures, telephone breakdowns, disconnections, delays or blockages caused by deficiencies or overloads in telephone lines, in the Internet system or in other electronic systems produced in the course of its operation ; (iii) the lack of suitability of the Website for the specific needs of the Users and (iv) other damages that may be caused by third parties through unauthorized interference beyond the control of NOVOGENIO SL.

NOVOGENIO S.L. does not guarantee the absence of viruses or other elements on the Website introduced by third parties that may cause alterations in the physical or logical systems of the Users or in the electronic documents and files stored in their systems, and will not be in any case responsible of any damages and losses of any nature that may arise from the presence of viruses or other elements that may cause alterations in the physical or logical systems, electronic documents or files of the Users. NOVOGENIO S.L. adopts various protection measures to protect the Website and the Contents against third-party computer attacks. However, NOVOGENIO S.L. does not guarantee that unauthorized third parties cannot access the type of use of the Website made by the User or the conditions, characteristics and circumstances in which said use is made. Consequently, NOVOGENIO S.L. will not be in any case responsible for the damages that may arise from such unauthorized access.



## **7.2 For the use of the Website.**

NOVOGENIO S.L. will not be liable in any case for the use that Users and / or third parties may make of the Website, nor for any damages that may arise from it.

## **7.3 For the contents.**

The Contents are of the sole ownership of NOVOGENIO S.L. and they are disposed by it in good faith and with the best professional quality standards. However, NOVOGENIO S.L. excludes any type of responsibility for damages of any nature that may be due to the lack of veracity, accuracy, completeness and / or topicality of the contents of the site [www.novogenio.com](http://www.novogenio.com)

## **8. Partial nullity.**

The declaration of any of these general conditions as void, invalid or ineffective will not affect the validity or effectiveness of the remaining ones, which will remain binding between the parties. The waiver by any of the parties to demand at any given time the fulfillment of any of the conditions stipulated herein will not imply a general waiver of the fulfillment of another condition or conditions, nor will it create an acquired right for the other party.

## **9. Applicable Law and Jurisdiction.**

The provision of the Website service and these Conditions of Use of the Website are governed by Spanish law. For any discrepancy in the execution, interpretation, compliance with these Conditions, or the relations between the user and NOVOGENIO S.L. both parties expressly waiving any other jurisdiction that may apply are subject to the exclusive Jurisdiction and Competency of the Courts and Tribunals of Murcia.

## **10. Privacy and confidentiality protection policy of personal data that users freely and voluntarily provide:**

NOVOGENIO S.L. informs you that user data provided on the Web is hosted on a Spanish server.

Through our website you can access social networks, which is free to access by all users. These are websites where the user can register and follow us for free. In these social networks, users can learn about our activities, opinions, access the photos and videos where appropriate. Users of these social networks should be aware that this place is independent of the NOVOGENIO S.L. site, and it is open, meaning that it is visible to all its users, and the privacy policies to be applied to these contents are set by those social networks and NOVOGENIO S.L. does not own such social networks.

The personal data that you provide voluntarily will be included in our automated file, in accordance with the General Regulation of Protection of Personal Data.

The collection and automated processing of personal data is intended to meet your query / request that the user poses through the form enabled for this purpose.

The recipients of this information will only be the departments in which NOVOGENIO S.L. is organized and opportune collaborating entities for the performance of its attributions and corporate purpose, as well as the transfer to the official public or private entities that require it by Law.

In the form to contact us, all the areas that are obligatory for this purpose expressly indicate it, with the legend "mandatory data".

## **WHO ARE RESPONSIBLE FOR THE TREATMENT OF YOUR PERSONAL DATA?**

The identity and contact details of the Responsible person are the following:

NOVOGENIO SL

TAX no.: B30809321

C/ CIRCONIO POL. IND. LOS CAMACHOS PARCELA 70 B

PC ES30369 Cartagena, Murcia, Spain

General Regulation of Data Protection of the European Union, regarding the protection of natural persons regarding the processing of personal data and the free movement of these data (EU Regulation 2016/679 of April 27, 2016).

## **HOW DO WE GET YOUR PERSONAL DATA?**

1. a) You provide them voluntarily to request information about our products and services by contacting us.
2. b) You provide them when purchasing our Products and/or hire our Services.

You guarantee that the data provided by any of these channels is true, accurate, complete and up to date, being liable for any direct or indirect damage or loss that may be caused as a result of breach of such obligation.

## **FOR WHAT PURPOSE DO WE PROCESS YOUR PERSONAL DATA?**

We use your data for different purposes, which you will find detailed below:

- Process the purchase of an item or provision of a service.
- Give course and manage claims, as well as the requests that you can make to us by any means (via telephone, our web / micro-sites, via social networks, etc.)
- Use of your personal data for commercial purposes, provided we have your express and unequivocal consent.

## **WHAT IS THE LEGITIMATION FOR THE TREATMENT OF YOUR DATA?**

The legal basis of each of the exposed treatments is as follows:

1. a) "Execution of a contract": this is the legal basis that enables us to perform the following treatments of your personal data:

- Process the purchase of an item or provision of a service.
- Give course and manage claims, as well as the requests that you can make to us by any means.

1. b) "Legitimate interest": we use your data to get a legitimate interest (help us better understand the needs and expectations of our customers, allowing us to improve our products and the service provided throughout the entire commercial process).

1. c) "Compliance with a legal obligation": This is the legal basis that enables us to perform the following treatments of your personal data:

- To meet the requirements of Public Administrations, Judicial Bodies and State Security Forces.
- Compliance with legal obligations (tax, commercial, money laundering, personal data protection, general product safety, etc.)

1. d) "Consent of the interested party": this is the legal basis that enables us to carry out the following treatments of your personal data:

-Perform, by postal, telephone or electronic, informative, commercial and promotional communications related to the marketed products and services.

-In your case, it will be possible to prepare commercial profiles based on the information provided by you, which would allow you to be able to offer you products and services according to your needs / interests, as well as send you personalized communications. In no case will automated decisions be made based on the mentioned profile.

## **WHAT RECIPIENTS WILL YOUR DATA BE RELEASED?**

No data will be transferred to third parties except legal obligation.

## **HOW LONG WILL WE KEEP YOUR DATA?**

Your personal data will be kept for the necessary time to fulfill the purpose for which they were collected and as well as to meet fiscal / sector obligations.

## **WHAT ARE YOUR RIGHTS WHEN YOU PROVIDE US YOUR DATA?**

You have the right to:

- Get information if we are treating personal data that concerns you.
- Access your personal data.

- Request the rectification of inaccurate data or to complete the incomplete one.
- Request its deletion when, among other reasons, the data is no longer necessary for the purposes that were collected and we will stop treating it for this purpose.
- Request, in certain circumstances, the limitation of the processing of your data, in which case we will only keep them for the exercise or defense of claims.
- Oppose the processing of your data.
- Request the portability of the personal data you would have provided
- Revoke your consent in relation to the treatments based on it, in which case we will stop treating you for this purpose.
- File a claim with the Control Authority, especially when you have not obtained satisfaction in the exercise of your rights.

To exercise these rights, you must contact:

NOVOGENIO S.L.

C/ CIRCONIO POL. IND. LOS CAMACHOS, PARCELA 70B, PC ES30369 Cartagena, Murcia, Spain or to the email address [info@novogenio.com](mailto:info@novogenio.com) specifying your request and proving your identity by attaching a copy of your ID, passport or other valid document that identifies you.