

# Terms of Use and Privacy Policy for **avenidainvest.com**

## General Terms of Access to **avenidainvest.com**

### Owner of the website **avenidainvest.com** and the service mark “Avenida Invest”:

AVENIDA INVEST GROUP SL

N.I.F.: B55374391

Address of registration: Calle Bruc 21, 1.1, Barcelona, Spain (08010)

These terms of access to the website are a legally binding user agreement (hereinafter referred to as the “Agreement”) between **AVENIDA INVEST GROUP SL.**, hereinafter referred to as the Website Administration, and the User.

The website **avenidainvest.com** (hereinafter referred to as the “Website”) is distributed on the World Wide Web network and includes information, materials, and data provided by the Website Administration.

A User is an individual who visits the website and is a party to this Agreement. User access to the website means that the User accepts and agrees to comply with all the terms of this Agreement.

This Agreement may be fully or partially amended by the Website Administration at any time without special notice. The new version of the Agreement comes into effect and becomes binding for all Users from the moment the new version is published on the Website.

## Privacy Policy of **avenidainvest.com**

When visiting the website, cookies may be installed on the user’s computer. Cookies are files that allow registering information about the User’s visit to the website from a specific computer (e.g., data on viewed pages, date, duration of visits, and viewed links). The User can delete cookies installed on their computer at any time and configure their web browser to block the storage of new cookies and receive a notification each time before their installation.

## The policy regarding the processing of personal data

Data Controller: The data controller responsible for the processing of personal data on this website is **AVENIDA INVEST GROUP SL**

Data Collection and Use: Personal data collected on this website may include names, email addresses, phone numbers, and any other information provided by users. This data is collected for the purpose of responding to inquiries, providing services, and improving the user experience on the website.

Legal Basis for Processing: The legal basis for processing personal data includes user consent, the performance of a contract, and legitimate interests pursued by the Website Administration, such as improving service delivery.

**Data Subject Rights:** Users have the right to access their personal data, request corrections, request the deletion of their data, object to data processing, and withdraw consent at any time. Users can exercise these rights by contacting the Website Administration at [info@avenidainvest.com](mailto:info@avenidainvest.com).

**Data Retention:** Personal data will be retained for as long as necessary to fulfill the purposes for which it was collected or as required by applicable law.

**Third-Party Sharing:** Personal data may be shared with third-party service providers for the purposes of hosting the website, processing payments, and providing customer service. All third-party providers are required to maintain the confidentiality and security of personal data.

**Security Measures:** The Website Administration implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including encryption, access controls, and secure data storage.

**International Data Transfers:** Personal data may be transferred to and processed in countries outside the European Economic Area (EEA). When such transfers occur, they will be based on appropriate safeguards, such as standard contractual clauses approved by the European Commission.

## **Service Provision and Payment Procedures**

A User wishing to enter into a contract for the provision of services listed on the Website informs the Website Administration of their intention by any available means, including but not limited to:

- Using the feedback form on the Website;
- Using the online consultant on the Website;
- Sending an email to the address listed on the Website;
- Making a phone call to the number listed on the Website;
- Sending a message via messengers or social media pages listed on the Website.

The Website Administration and the User will agree on the services, terms of provision, and cost, and conclude a written contract. The contract for the provision of services is concluded by exchanging signed scanned copies, sent to the opposite party via email from the email addresses specified in the contract. These scanned copies are recognized by the parties as equivalent to documents on paper, signed with a handwritten signature.

Payment for services under the concluded contract is made according to invoices issued by the Website Administration.

Termination or unilateral refusal to perform the concluded service contract occurs in accordance with relevant European laws, specifically Directive 2011/83/EU on consumer rights, and the terms of the contract.

Refunds of overpaid amounts upon early termination of the contract are made upon the User's application. The refund is made within no more than 15 days from the date of termination of the contract and receipt of the application from the User, by wire transfer to the User's account unless otherwise provided by the contract or additional agreement of the parties.

### **Use of Materials Posted on the Website**

All information posted on the Website (including articles, texts, photographs, videos, audio recordings, illustrations, website design, descriptions of goods and services) is the intellectual property of the Website Administration and is protected under European intellectual property protection laws.

Any other use of articles, texts, photos, illustrations, and all other materials on the Website without the written permission of the Website Administration, including copying (including recording on information carriers), reproduction (including reproduction on Internet sites for any purpose, including reviews), processing, distribution, broadcasting, cable transmission for general information, making available to the public through the Internet, in any other way, is prohibited and entails liability provided by European intellectual property protection laws.

The User agrees to use the Website only for purposes that do not contradict the current legislation of the European Union, as well as the principles of morality, reasonableness, and morality.

### **User Responsibility When Using the Website**

The User agrees to indemnify the Website Administration for damages, including legal costs, associated with non-compliance with the provisions of this Agreement or violation of third-party rights. The User is personally responsible for actions taken while using the Website, including, but not limited to, paying for Internet access during such use.

### **Contact Information**

Any claims or questions related to the use of the Website and the execution of this Agreement should be sent to the following email address:

**[info@avenidainvest.com](mailto:info@avenidainvest.com)**