

## **OLACLICK Platform Privacy Policy**

**OLACLICK TECHNOLOGIES CO.**, a company headquartered in the city of Delaware, United States, by itself or through its Affiliates ("OLACLICK", "OC" or "We"), presents this Privacy Policy ("Privacy Policy") to inform the Users about how their Personal Data are treated by OLACLICK.

The OLACLICK Platform is a technological tool accessible through the website "<https://www.OlaClick.com/?lang=en>" ("OLACLICK Platform" or "Platform") that facilitates the approximation between commercial establishments that offer and sell their products and services ("Partner Establishments") and the users that wish to request and acquire such products or services from the Partner Establishment through the use of the OLACLICK Platform ("Clients").

The Platform allows Partner Establishments to create and make available Digital Menus, in which they list the products and services offered and provide information on the description and price of each item. Through the Platform, the Customer may access the Digital Menu of a particular Partner Establishment and select all the items they wish to purchase. When finalising the order, the Platform will open a conversation window on the "WhatsApp" application directed to the contact number provided by the Partner Establishment as a pre-structured message suggestion containing the items selected by the Customer, the amount of each item, the total amount and the Customer's contact and delivery details (as specified in this Privacy Policy). If agreed, the Customer shall send the message to the Partner Establishment and finalise his order directly with the Partner Establishment.

As the User contacts us, registers, accesses, or uses the Platform or places orders, personal information about the User may be requested or collected. This Privacy Policy describes what types of personal data we may receive about you, directly or through your interaction with us, how we may use it, with whom we may share it, how we protect and keep it secure and what your rights are with respect to your Personal Data.

OLACLICK respects and cares for the privacy of the Personal Data Holders, seeking to be transparent and provide clear information about its Personal Data Processing practices. We are committed to ensuring the confidentiality of your information. The processing of your personal information aims, above all, to provide a better and more personalized service, taking into account the specific conditions of each User. The more you interact with us, the more you inform us and the more we are able to offer you personalised services.

By clicking the "Accept" button, Users declare that they have read and expressly consent to all the provisions of this Privacy Policy, in particular to the form and purpose for which Personal Data are processed, as well as any transfer of Personal Data provided for in this Privacy Policy.

Likewise, the Users declare that they have read and agree with the General Terms and Conditions of Use of the OLACLICK Platform ("Terms of Use") available at the links below:

- General Terms and Conditions of Use of the OlaClick Platform - Partner Establishments:  
[[https://olaclick.s3.amazonaws.com/terms/Panel/Terms+of+use/en\\_2.0.0.pdf](https://olaclick.s3.amazonaws.com/terms/Panel/Terms+of+use/en_2.0.0.pdf)]
- General Terms and Conditions of Use of the OlaClick Platform - Clients:  
[[https://olaclick.s3.amazonaws.com/terms/WebApp/Terms+of+use/en\\_2.0.0.pdf](https://olaclick.s3.amazonaws.com/terms/WebApp/Terms+of+use/en_2.0.0.pdf)]

All general provisions contained in the Terms of Use, including limitations of liability, applicable law and dispute resolution methods, shall apply fully to this Privacy Policy.

Capitalised terms not expressly defined herein shall have the meaning ascribed to them in the Terms of Use.

We suggest that the User carefully reads this Privacy Policy and the Terms of Use, as well as any updates thereof, before making the decision to use or proceed with the use of the Platform. If the User does not agree with any provision of this Privacy Policy or the Terms of Use, the User shall refrain from registering, accessing and/or using the Platform.

## **1. LEGAL NATURE**

1.1 The User understands and acknowledges that this Privacy Policy and the Terms of Use have the legal nature of a contract and agrees that acceptance will bind the User to its terms and conditions. Thus, we recommend the User to print a copy of these documents for future reference. If the User does not agree with this Privacy Policy and/or the Terms of Use, the User must refrain from registering and using the Platform.

1.2. THE USER DECLARES TO HAVE READ AND UNDERSTOOD ALL THE CONDITIONS SET FORTH IN THIS PRIVACY POLICY AND THE TERMS OF USE AND DECLARES ITS AGREEMENT AND ACCEPTANCE AT THE MOMENT OF REGISTERING AND/OR PLACING AN ORDER THROUGH THE OLAClick PLATFORM. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF USE AND/OR THIS PRIVACY POLICY, WE RECOMMEND THAT YOU CONTACT OLAClick BEFORE YOU ACCEPT, THROUGH THE USER SERVICE CHANNELS OR BY E-MAIL TO [info@olaclick.com]. WE WILL BE PLEASED TO CLARIFY ANY DOUBTS. ANYONE WHO DOES NOT ACCEPT OR AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY SHALL REFRAIN FROM REGISTERING, ACCESSING OR USING THE PLATFORM.

## **2. DEFINITIONS**

2.1. Capitalised terms used in these Terms of Use shall have the meanings set out below:

(i) "Partner Establishment". A natural or legal person who registers on the OlaClick Platform in order to display, advertise, offer and market their products and/or services to Clients.

(ii) "Digital Menu". Digital menu/card generated and made available by the Partner Establishment through the OlaClick Platform listing all products and services offered by the Partner Establishment, including information such as the description and price of each product/service.

(iii) "Customer". Any person, natural or legal, who, as a final recipient, accesses the Digital Menu generated and made available by the Partner Establishment through the OlaClick Platform, to request and purchase the products and/or services offered by the Partner Establishment.

(iv) "Personal Data". any information relating to an identified or identifiable natural person.

(v) "Genetic data". Personal data relating to the inherited or acquired genetic characteristics of a natural person which give unique information about the physiology or the health of that natural person and which result, in particular, from an analysis of a biological sample from the natural person in question.

(vi) "Biometric data". Personal data resulting from specific technical processing relating to the physical, physiological or behavioural characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or dactyloscopic data.

(vii) "Data concerning health". Personal data related to the physical or mental health of a natural person, including the provision of health care services, which reveal information about his or her health status.

(viii) "Pseudonymisation". Processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person.

(ix) "Data Protection Legislation". ny laws and regulations in relation to the processing, protection and privacy of Personal Data that are applicable and, if applicable, all guidelines, standards, rules, ordinances, regulations and codes of practice and conduct issued by the authorities of the state of Delaware. The Partner Establishment declares to know and comply with the Data Protection Legislation.

(x) "User". A capable natural person over the minimum legal capacity age who may or may not be accessing the Platform on behalf of a legal entity and who registers on the Platform to enjoy the functionalities offered therein by adhering to these Terms of Use and the Privacy Policy. Users may be Partner Establishments or Clients.

(x) "OlaClick Platform". A virtual platform accessible via the web (available at "<https://www.OlaClick.com/?lang=en>") by means of which the Partner Establishments can create Digital Menus in order to display, advertise, offer and market their products and services and Customers can request and purchase said products and services from the Partner Establishments.

(xi) "Terms of Use". These are the General Terms and Conditions of Use of the OlaClick Platform that regulate the access and use of the OLAClick Platform by the Partner Establishments

([https://olaclick.s3.amazonaws.com/terms/Panel/Terms+of+use/en\\_2.0.0.pdf](https://olaclick.s3.amazonaws.com/terms/Panel/Terms+of+use/en_2.0.0.pdf)) and by the Clients (available at [\[https://olaclick.s3.amazonaws.com/terms/WebApp/Terms+of+use/en\\_2.0.0.pdf\]](https://olaclick.s3.amazonaws.com/terms/WebApp/Terms+of+use/en_2.0.0.pdf)).

(xii) "Holder". The natural person to whom the Personal Data subject to Processing refer to.

(xiii) "Processing". It is any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(xiv) "Personal Data Breach". A breach of information security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by the CB or an authorized sub-contractor.

(xv) "Consent". Freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

(xvi) "Affiliates". Any person, organization or company controlling, controlled by or under common control with one of the Parties.

(xvii) "Controller". the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by State law, the controller or the specific criteria for its nomination may be provided for by State law

(xviii) "Independent Controllers". Two or more natural or legal persons with power of decision over the Processing of Personal Data, each Controller defining separately and independently the purposes and the mode of Processing, each being responsible for the Processing carried out within its sphere of action.

(xix) "Operator": A natural or legal person who carries out the Processing of Personal Data on behalf of the Controller.

(xix) "Cookies": Navigation files that temporarily store what the User is visiting in a certain website or application.

### **3. WHAT DATA IS PROCESSED?**

3.1. When using the Platform, Users must provide certain information in order to register, use the Platform and place orders:

3.2 Likewise, OLACLICK, provided that Users authorize it, will collect data regarding their location, including the real-time geographic location of the computer or mobile device used by the User.

3.3 The User agrees to enter real and true data. Likewise, he/she shall be the sole responsible for damages that OLACLICK, any of its Affiliates, other Users or third parties may suffer as a result of inaccuracy, inaccuracy, invalidity or inauthenticity of the data provided.

3.4 OLACLICK collects information provided to Us directly by the User and other information that is provided indirectly through the use of the OLACLICK Platform.

a) Information Users provide directly to us:

- Identification, registration and record data: this is the information that the User provides us when registering or placing an order through the OLACLICK Platform, including:

(i) In the case of Partner Establishments: company name, trade name, telephone number, e-mail, address, opening hours, Digital Menu (including name, description, image and price of the items offered), link to social networks, logo, username and password; and

(ii) In the case of the Clients: full name, user name, password, e-mail, telephone number, address and/or credit card data, among others necessary for the execution and delivery of your order.

If the User signs up or registers through integration with their Google or Facebook account, we will collect information such as your email address and username registered on your Google or Facebook account, as applicable.

Identification, Registration and Record Data are required to access the Platform and use our services and will be requested from the User. Without providing this information, it shall not be possible to place orders through the Platform.

- User Generated Content: We also process User information when the User publishes content on the Platform (including the Digital Menu), interacts with other Users, communicates with us through the User service channels, or by means of comments, criticisms, compliments, suggestions, feedback or testimonials sent by the User about the Platform or the products and services acquired from Partner Establishments, or when the User shares with us other information about him or herself or his or her experience on the Platform.

b) Information Users provide to us indirectly:

- Platform Usage Data: OLACLICK collects data derived from the User's Use of the Platform each time they interact with the Platform. The Platform Usage Data is data of a technical or statistical nature related to the use of the Platform. The Platform Usage Data includes, but is not limited to, the type of products and services purchased or offered, Digital Menus viewed, Partner Establishments searched, Platform features used or pages visited, the manner in which the User interacts with the Platform, the features the User uses most, the content the User publishes, shares or interacts with,

User preferences in general, and third-party sites or services the User has used prior to using the Platform.

- **Technical Data:** OLACLICK stores the data of the device and systems that the User uses to access the Platform. These are:
  - IP address that the User uses to connect to the Internet with their computer or mobile phone;
  - Information from your computer or mobile phone, such as your internet connection, network data, your browser type, version and operating system, Platform version, settings activated for your account, hardware models, identifier, type and other technical data of your device.
- **User Source Derived Data:** if the User arrives at the OLACLICK Platform through an external source (such as a link from another webpage or a social network), OLACLICK collects the data from the source from which the OLACLICK User became aware of and accessed the Platform.
- **Data Derived from Incident Management:** if the User addresses the OLACLICK Platform through the OLACLICK contact form or telephone number, OLACLICK will collect the messages received in the format used by the User and may use and store them to manage present or future incidents.
- **Data Collected by means of "Cookies":** OLACLICK uses Cookies and electronic device identifiers (such as SDKs, web beacons, among others) when the User uses the Platform. These technologies facilitate the User navigation and allow the statistical analysis of the Platform use and the offer or development of functionalities by OLACLICK, but may also allow the identification of devices, browsers and User profiles. OLACLICK may set or use third-party or proprietary Cookies and similar technologies to fulfil the purposes described in this Privacy Policy. Third-party Cookies and similar technologies are subject to their privacy policies, not OLACLICK's Privacy Policy. You may manage your privacy choices directly from the privacy policy of such third party companies.
- **Information Provided by Third Parties:** If the User accesses the OLACLICK Platform through products and services offered by third parties or links conveyed in the pages of third parties, such as Google, these may send the navigation data of the User to OLACLICK. Such information may be associated to other information collected by OLACLICK or provided by the Users and used in the situations and for the purposes described in this Privacy Policy. In that event, only the information collected directly by OLACLICK about the User and the result of such combination is covered by and subject to this Privacy Policy. Information provided by external third parties may be controlled by the User in accordance with the external third party's privacy policy.
- **Geolocation Data:** Depending on your app settings or device permissions, OLACLICK may collect information about your precise or approximate location based on GPS, IP

address and Wi-Fi data. OLACLICK collects this information about your location when the Platform is running on your device in the foreground (app open and displayed on screen) or background (app open but not displayed on screen). The geolocation data is important for us to monitor the quality of the services and protect the User against frauds and security incidents as well as for purposes of legitimate interest of OLACLICK. The User may disable this function directly on his device if he does not agree with this Treatment of Personal Data.

3.5. Periodically, OLACLICK may request the updating of the Identification, Registration and Record Data.

3.6. The User is solely responsible for ensuring the accuracy, clarity, relevance and timely update of the information provided, according to the need. The User acknowledges and agrees that inaccuracy, imprecision or outdated information may impair or prevent the execution of orders through the Platform.

3.7. The User is jointly responsible for the confidentiality of his/her Personal Data. The sharing of access logins and passwords, and other Personal Data that enables access to their account on the Platform violates this Privacy Policy and our Terms of Use.

3.8. OLACLICK does not intentionally collect information from children under 18, unless there is prior consent from the legal guardian of the minor, in which case the treatment will be for the purpose indicated in the consent obtained.

3.9. OLACLICK, in the provision of the Platform and other services and ancillary products, shall act as Controller of the Treatment of Personal Data. In relation to the Client Personal Data processed by the Partner Establishments or the Partner Establishments Personal Data processed by Clients for the offer, negotiation, request, hiring, acquisition and/or supply of products and services by the Partner Establishments to Clients, OLACLICK, the Partner Establishment and the Client shall be considered Independent Controllers of such Personal Data, assuming responsibility for the processing carried out by them using or outside the Platform. In this case, OLACLICK, Partner Establishment and Client shall each respond for the Treatment of Personal Data performed in their sphere of action.

3.10. While using the Platform, the User may use other services, channels, products and platforms provided, maintained and/or operated by third parties, used as channels or means to support the services provided by OLACLICK, but without any relationship with OLACLICK ("Third Party Services"). These Third Party Services may include, for example, payment platforms, communication and instant messaging applications, including, but not limited to, the "WhatsApp" platform, the downloading and registration of which is essential to the full use of the OLACLICK Platform features as specified in the Terms of Use. When OLACLICK services use such Third Party Services, the processing of Personal Data is also subject, in addition to this Privacy Policy, to the privacy policies and terms of use of such Third Party Services, over which OLACLICK has no control or interference. In such case, OLACLICK and such third party shall be Independent Controllers of the Personal Data and each shall be responsible for the Processing of Personal Data performed in their sphere of operation. With regard to OLACLICK, even when the Personal Data are received from such Third Party Services, such Personal Data shall always be treated in accordance with this Privacy Policy. However, we

encourage the User to inquire about the policies applicable to such Third Party Services, since OLACLICK has no interference in the relationship between the User and such third parties and is not responsible for the use made by such third parties of the Users Personal Data entered by the User on the Third Party Services.

#### **4. FOR WHAT PURPOSE IS THE DATA COLLECTED?**

4.1. OLACLICK uses Users' Personal Data to provide the services requested by Users through the OLACLICK Platform and to enable Users to communicate with OLACLICK.

4.1.1 During the execution of an order placed by the User, his Personal Data may be used:

(i) By the Partner Establishment from which the Client has requested the purchase of products or services. In this case, OLACLICK and the Partner Establishment shall be considered Independent Controllers of such Personal Data, assuming responsibility for the Treatment performed by them;

(ii) By the Client who has requested the purchase of products or services of the Business Establishment. In this case, OLACLICK and the Client shall be considered Independent Controllers of such Personal Data, assuming responsibility for the Treatment performed by them;

(iii) By means of the OLACLICK Customer Service (direct or through third parties) in order to alert the User about possible incidents or other issues related to the Platform or the request made. Whenever demanded by the User or when it becomes aware of any technical problem on the Platform, OLACLICK may use the User data to identify, treat and correct the problem or to comply with other requests made by the User in relation to the Platform or services provided by OLACLICK. This includes services provided through the channels made available, as well as requests in general related to the Platform. OLACLICK may use the Personal Data for the purpose of managing incidents that may occur in the provision of services.

4.1.2. OLACLICK may also use the Personal Data provided by the User, as well as share it with other Users in the event of contracting products and services through the Platform, to communicate with the User or allow Clients and Partner Establishments to communicate with each other via telephone, email, SMS, WhatsApp, Messenger, Instagram or any other messaging or social network platform about the operation of the Platform or an order placed. OLACLICK and the Partner Establishment may send messages to the User with information about the status of the requested order, summary of the order and its price, as well as offers, promotions, discount coupons or other communications for promotional or commercial purposes. For these purposes such third parties shall have an adequate standard of personal data protection.

4.1.3. OLACLICK also uses the information to generate aggregate and anonymous statistical analyses and reports on the functioning and operation of the Platform and the services provided through the Platform for OLACLICK's benefit, to conduct satisfaction surveys on the Platform and the services provided through the Platform, to investigate and analyse how to improve the services it offers to Users, as well as to develop and improve the features of the Platform and the services it offers to Users, to generate new products, business or market



intelligence for OLACLICK. Internally, OLACLICK uses the information in an anonymized form for statistical purposes in order to analyse the behaviour and trends of the Users, understand how the Users use the OLACLICK Platform, manage and improve the services offered, including the possibility of adding new features and functionalities to the Platform. This information may be shared with Affiliates, provided it is pseudonymized.

4.1.4 The above processing is necessary for the performance of the services that the User uses through the OLACLICK Platform. The execution of the contract concluded between OLACLICK and the User, as regulated by this Privacy Policy and the Terms of Use, is the basis that legitimizes OLACLICK to treat the Personal Data, by itself or by third parties.

4.2. OLACLICK uses the Users' Personal Data to ensure security and a suitable environment for the use of the Platform and safe provision of services.

4.2.1. OLACLICK may use the Personal Data to ensure the correct use of products and services offered or requested through the Platform and the correct provision of services.

4.2.2 OLACLICK may also use your information in order to detect and investigate fraud, as well as other illegal activities and possible violations of this Privacy Policy, our Terms of Use and applicable laws. To this end, OLACLICK may share the User's Personal Data with partners who analyse fraud operations. For these purposes such third parties shall have an adequate standard of protection of personal data

4.2.3 The above-mentioned treatments are necessary to ensure the prevention of fraud and the security of the Holder and to meet the legitimate interest of OLACLICK, and of the other Users and third parties, consisting in protecting the proper use of the Platform, complying with the applicable legislation as well as ensuring the correct and safe provision of the services.

4.3. OLACLICK uses third party technology integrated into its Platform to collect your Personal Data and preferences and use them with CRM (Client Relationship Management) systems and advanced technology for the benefit of OLACLICK, its Affiliates or other third parties. Similarly, OLACLICK and Partner Establishments may access and use Users' Personal Data for the following purposes:

4.3.1 Sending the Users emails and promotional messages and/or offers related to the service offered by OLACLICK or by the Partner Establishments and that may be of the User's interest. In case the OLACLICK User does not wish to receive the aforementioned information and/or commercial communications, he/she may, at any time, choose the option "Unsubscribe" in the email itself and, consequently, the sending of said information shall cease immediately.

4.3.2 Send messages and/or offers related with the services of OLACLICK or the Partner Sites to the User through push notifications which consist of sending such promotional messages and/or offers through messaging and instant communication applications (including, but not limited to WhatsApp) to his/her device. If the User does not wish to receive commercial communications from this point, the User can configure these applications to not receive notifications.

4.3.3 OLACLICK and/or the Partner Establishments may use the order delivery address entered by the User to perform promotional activities for the delivery of samples or free products of the service related to OLACLICK (i.e. delivery of free samples at home or advertising brochures) that may be of interest to the User.

4.3.4 While using the OLACLICK Platform, Users may also receive commercial communications from third parties associated to the Platform, such as Facebook and Google, all based on the privacy preferences that the User has on said platforms.

4.3.5. The above treatments will be carried out on the basis of the express and specific consent provided by the User. Also, for these purposes such third parties shall have an adequate standard of personal data protection.

4.4 Additionally, OLACLICK may use the Personal Data of Users for the following purposes:

4.4.1 - Creation of an access account on the Platform and User Identification to place orders: OLACLICK shall use the User's basic data to identify and individualize the User on the Platform in order to generate the access credentials and the User profile on the Platform and enable its identification to place the orders.

4.4.2 Profile analysis and customization: OLACLICK may use the User Personal Data to analyse the User use of the Platform and his/her profile as a user, seeking to identify, for example, personal preferences, interests, reliability, behaviour, location, among others. This analysis shall then be used to personalize the User's experience on the Platform, suggest content, services and products that are of interest to him/her, among others.

4.4.3 Charges and payments: OLACLICK may use the User data to process payments and perform charges related to the use of the Platform and offer, request, hiring, supply and acquisition of products and services, as provided in the Terms of Use.

4.4.4 Compliance with legal or regulatory obligations: OLACLICK will process certain User Personal Data to comply with its legal and/or regulatory obligations. Such obligations may include, for example, tax and duty obligations, obligations on technical record keeping, documentation of contracted services, accountability, among others.

4.4.5 Administrative, judicial, extrajudicial or arbitration defence of interests and rights of OLACLICK: OLACLICK may use the User's Personal Data to exercise its own rights and/or to defend its rights and interests before the User or third parties. This may include extrajudicial negotiations between the parties, judicial or arbitration proceedings, administrative procedures, among others.

4.5 Genetic data, biometric data and data concerning health. shall be processed based on the User's consent. By entering this Data on the Platform (for example, information about food allergies), the User grants his/her free, informed, specific and outstanding consent to the processing of such Personal Data for the purposes detailed above, as indicated on the Platform.

4.6 Other Processing. In relation to the other Data Processing performed by OLACLICK, these shall be based, as applicable in each case, on the following legal assumptions: for the execution of a contract or preliminary arrangements; for the fulfilment of legal or regulatory obligations; for the exercise and defence of rights and interests of OLACLICK; or based on a legitimate interest of OLACLICK, always considering and respecting the rights and fundamental guarantees assured to the Holder of the Personal Data; or yet, based on the Consent, when expressly requested by the Platform.

## **5. DOES OLACLICK SHARE THE INFORMATION IT COLLECTS?**

5.1 For the proper development of the contractual relationship and excellence in providing the service, as well as for its legitimate interest, OLACLICK may share certain Personal Data of the Users with:

(i) Other Users: the OLACLICK Platform facilitates the approximation between Partner Establishments that offer and sell their products and services Clients that wish to request and purchase such products or services of the Partner Establishment through the use of the OLACLICK Platform. In case a Client requests the acquisition of products or services of a certain Partner Establishment through the Platform, the Client's data shall be shared with said Partner Establishment for the sole purpose of making the transaction possible. Similarly, Personal Information of the Partner Establishment may be shared with the Client as may be necessary to facilitate the transaction.

(ii) Service providers: any OLACLICK outsourced service providers (in case of outsourcing the service or troubleshooting incidents with the services) shall have access to the Users' Personal Data necessary to perform their functions but may not use it for other purposes. They shall treat the personal information in accordance with this Privacy Policy and applicable legislation on Data Protection.

(iii) The User may also receive emails from OLACLICK and/or the Partner Establishment to confirm the order, arrange a return, request the User's assessment of the order or receive an order summary. All information provided by Users to the Partner Establishments through the instant communication applications or any other means outside the Platform is not covered by this Privacy Policy.

(iv) Private Security Companies and Public Authorities and Agencies: OLACLICK may disclose Personal Data of Users when it believes that such disclosure is necessary to comply with the law, to enforce or apply the Terms and Conditions or this Privacy Policy, or to protect the rights, property or safety of OLACLICK, its Users or third parties. The foregoing includes, therefore, the exchange of information with other companies and organizations, as well as with authorities and Public Agencies for fraud protection and risk reduction.

(v) If required by law, OLACLICK may share information with public agencies and authorities and/or third parties in connection with requests for information in connection with criminal investigations and alleged illegal activities or for the performance of legal duty.

(vi) In order to provide services, depending on the geographical area from which Users request services, certain Users' Personal Data may be transferred to OLACLICK Affiliates for contract

performance purposes. Users are informed that by accessing, using or registering on the Platform from any country in which OLACLICK operates, their Personal Data will be stored in OLACLICK's database or of third parties. In these cases, the international transfer of Personal Data will be performed in accordance with applicable law. For more information about the international transfer of your Personal Data, [click here](#).

(vii) Service providers for the pseudonymisation of some data: to prevent the misuse of User Personal Data by third party service providers, OLACLICK may transfer the User Personal Data so that they can be pseudonymized and used only for the provision of the service to Users. For example, OLACLICK may transfer Users' telephone numbers to third parties to anonymize them and provide them in this format to the Partner Establishments and providers used to fulfil the services contracted by Users.

(viii) The Personal Data of Users are stored on Amazon Web Services, Inc.'s servers located in the United States of America. OLACLICK declares that such servers comply with the Data Protection Legislation and the commitments set out in this Privacy Policy. Users expressly authorize the OLACLICK Affiliates to access their Personal Data from any territory for the purposes of providing the service requested by the User.

(ix) The Users' Personal Data will not be transmitted to third parties, except that (a) are necessary for the requested services, (b) when the User expressly requests or consents to the sharing (c) when requested by a competent authority in the exercise of its functions (including for the investigation, prevention or prosecution of acts related to illegal acts) or (d) if required by law. For these purposes such third parties shall have an adequate standard of protection of personal data.

(x) Equally, to third party commercial and non-commercial partners for use for (a) statistical purposes, provided that the data is pseudonymized and (b) to carry out commercial communications to Users, provided that said partners comply with the legislation in force and with this Privacy Policy.

5.2 Sharing with Treatment Operators. OLACLICK may contract with third parties to assist in the provision of its services, such as cloud storage servers and payment processing platforms. Currently, OLACLICK shares Users' Personal Data with infrastructure providers (servers, hosting and cloud services) for the proper functioning of the Platform, IT service providers, and partners related to payment processing, which providers, however, may be replaced at any time, provided that appropriate standards of security and confidentiality of data are maintained, as well as an adequate standard of personal data protection. OLACLICK, as Controller of the Personal Data, shall require from such Operating partners adequate levels of security and confidentiality.

5.3 Sharing with Independent Controllers. In relation to the Personal Data of Clients that is Processed by the Partner Establishments or the Personal Data of the Partner Establishments that is Processed by Clients for the offer, negotiation, request, contracting, acquisition and/or supply of products and services by the Partner Establishments to Clients, OLACLICK, the Partner Establishment and the Client shall be considered Independent Controllers of such Personal Data, assuming responsibility for the Treatment performed by them using the Platform or outside the Platform.

5.4 Other Third Parties. In addition to the cases already mentioned in this Privacy Policy, Personal Data may also be transferred to third parties, including as Controllers, in the following cases:

(i) New Business. There may be the transfer of Personal Data to and between OLACLICK Affiliates and/or in the context of an acquisition, sale, merger, corporate reorganization or any other change of control of OLACLICK. In this case, OLACLICK will ensure that the person, natural or legal, who will access or take control over the Personal Data Processed under this Privacy Policy is also bound to it and any other regulation, ensuring the continuity of the protection of Personal Data, and communicating Users in advance if such transfer involves any change in the Privacy Policy.

(ii) Regular exercise of rights by administrative or judicial or extrajudicial means. OLACLICK may share Personal Data with third parties such as law firms, consultants, collection companies, accounting firms, and others similar for the purpose of exercising their own rights or to ensure compliance and enforcement of this Privacy Policy and Terms of Use.

(iii) Judicial or Administrative Requests. OLACLICK may share Personal Data in the event of a judicial or administrative subpoena.

(iv) Compliance with legal or regulatory obligations. OLACLICK may share Personal Data with agencies, authorities and other government entities, as well as private individuals or legal entities in compliance with legal or regulatory obligations.

(v) With the User authorization. In other cases, if there is the need to share information, we will send the User a notification requesting your approval.

5.5 OLACLICK shares User information as described to comply with a legal or regulatory obligation, to exercise OLACLICK's rights, to enforce a contract with the User and for OLACLICK's legitimate interest. For these purposes such third parties shall have an adequate standard of personal data protection.

## **6. WHAT ARE THE USERS' RIGHTS?**

6.1 OLACLICK provides tools for Users to exercise their legal rights over the Personal Data they are Holders of. In this section we describe these rights and how Users can exercise them.

(i) Confirmation of the existence of processing: Users may confirm whether OLACLICK is processing their Personal Data;

(ii) Access to Personal Data: Users may access their Personal Data, including by requesting a copy of the Data Processed;

(iii) Correction of incomplete, inaccurate or outdated Data: Users may request amendment or correction of their Personal Data that is found to be inaccurate;

(iv) Pseudonymisation, blocking or deletion: Users may request the pseudonymisation, blocking or deletion of data that is unnecessary, excessive or processed in breach of the provisions of the Data Protection Legislation;

(v) Portability. Users may request the portability of their Data to another service provider by means of the export tools contained in the Platform or by request through the service channels indicated in this Privacy Policy;

(vi) Deletion of Personal Data. Users may request the deletion of their Personal Data processed by OLACLICK when this is collected and processed based on their consent, through the Platform itself or by request through the service channels indicated in this Privacy Policy;

(vii) Sharing Information. Users may request information on which public and private entities OLACLICK has shared their Personal Data with under this Policy;

(viii) Information on the possibility of not consenting. Users receive through this Privacy Policy and may request, through the service channels, information about the possibility of not consenting to the Treatment of Personal Data and its potential consequences, including in relation to the impossibility of providing the services of OLACLICK;

(ix) Revocation of consent. Users may, at any time and at their discretion, revoke the consent previously provided for Processing of Personal Data, with the processing carried out on the basis thereof remaining valid until such time.

(x) Right to object. The Users have the right to object on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her.

6.2 Exercise of Rights. The aforementioned rights and others provided for in the applicable legislation may be exercised by the Data Subject directly through the Platform, according to the functionalities made available therein (such as, for example, tools for accessing and editing Personal Data) or by means of a request addressed to the email address [[info@olaclick.com](mailto:info@olaclick.com)]. The requests shall contain, at least, the name of the Data Holder, the right to be exercised, details and specifications on the request, ID and the User's email address. OLACLICK reserves the right to request other information or documents to prove the allegations of the applicant.

6.3 Consequences of deletion of data. It is important to emphasize that, in some hypothesis, by complying with eventual deletion requests, which, when possible, shall be informed to the Users, OLACLICK shall not be able to provide its services. Thus, the request for deletion of Personal Data shall imply the immediate deactivation of the User account on the Platform, with permanent loss of any of such Data inserted in the Platform. After the exclusion of these Personal Data, OLACLICK may continue to use them in a non-individualized and pseudonymized way, that is, without any personal identification, for the purposes set forth in this Privacy Policy.

6.4 Data Retention. OLACLICK may retain the Personal Data of certain Users for a period longer than the legal retention period in compliance with any orders from public authorities, to

defend itself in judicial and/or administrative proceedings and in cases in which the Personal Data has been duly anonymized.

6.5. IN COMPLIANCE WITH APPLICABLE LAW OR COURT ORDER, OLAClick MAY KEEP CERTAIN PERSONAL DATA ABOUT YOU STORED FOR A PERIOD OF NO LESS THAN SIX (6) MONTHS FOLLOWING YOUR REQUEST FOR DELETION. SUCH DATA WILL NOT BE PSEUDONYMIZED OR DESTROYED BY OLAClick BEFORE THE EXPIRY OF THIS PERIOD. OLAClick WILL STORE YOUR REQUEST FOR DELETION AND, SUBJECT TO THE STATUTORY PERIOD OF RETENTION OF CERTAIN DATA, WILL ARRANGE FOR THE DESTRUCTION OR PSEUDONYMISATION, AT OLAClick'S SOLE DISCRETION, OF INFORMATION CAPABLE OF IDENTIFYING YOU.

IN CASE THE USER REQUESTS THE DELETION OF HIS/HER INFORMATION BUT STILL HAS SOME PENDING OBLIGATION TO OLAClick, THE INFORMATION WILL NOT BE DELETED AND WILL REMAIN STORED IN ORDER TO ENABLE THE SOLUTION OF THE PENDING MATTER AND THE ADOPTION OF APPROPRIATE MEASURES.

6.6 The failure to provide consent in the events set forth in this Privacy Policy may prevent OLAClick from providing its services or that certain features of the Platform be used by the User.

## **7. HOW WE STORE PERSONAL DATA**

7.1 Security. OLAClick will do its best to keep the Personal Data secure at all times and will even take technical and administrative security and protection measures commensurate with the nature of the Personal Data collected, used, stored or otherwise Handled by OLAClick in accordance with appropriate industry practice.

7.1.1 Exceptions. However, no method of transmitting or retaining electronic data is fully secure and may be subject to external attacks. Accordingly, OLAClick cannot guarantee that such security measures are error-free or that they are not subject to interference by third parties (hackers, among others). By its nature, despite OLAClick's best efforts, any security measures may fail, and any Personal Data may become public. BY CONSENTING TO THIS PRIVACY POLICY AND/OR BY USING THE PLATFORM, THE USER UNDERSTANDS AND EXPRESSLY ASSUMES THIS RISK AND AGREES THAT OLAClick SHALL NOT BE LIABLE FOR SUCH LEAKAGE OR UNAUTHORIZED ACCESS TO PERSONAL DATA.

7.1.2. If a Security Breach occurs on the Platform, the Holder and the competent authority shall be notified, if required in accordance with applicable law, of the existence of such incident, and OLAClick will inform:

- (i) The nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (ii) Communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- (iii) Describe the likely consequences of the personal data breach;

(iv) Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

(v) Information on the Holders concerned;

(vi) The risks related to the incident; and

7.1.3. The security measures described above apply to the User's Personal Data only from the moment OLACLICK receives them and while keeping them under its custody. The operation and security of the device the User uses to access the Platform, as well as third party networks through which the data transit are not the responsibility of OLACLICK.

7.2. International transfers. During the whole time the User accesses, uses or keeps his/her account on the OLACLICK Platform active, all information collected shall be stored with high security standard in servers owned, operated and controlled by OLACLICK, or even in third party servers. The User is hereby aware that OLACLICK may store his/her Personal Data in servers abroad and/or use service providers abroad. In such cases, OLACLICK shall observe the legal requirements for such international transfers, ensuring the same level of security.

CONSENT TO INTERNATIONAL TRANSFER OF PERSONAL DATA. OLACLICK MAY PROCESS YOUR PERSONAL DATA, INCLUDING STORAGE, ABROAD AND/OR SHARE IT WITH OLACLICK AFFILIATES PURSUANT TO THIS PRIVACY POLICY. FOR THESE PURPOSES SUCH THIRD PARTIES SHALL HAVE AN ADEQUATE STANDARD PERSONAL DATA PROTECTION. IN ANY CASE OLACLICK WILL TAKE REASONABLE STEPS TO ENSURE THAT YOU COMPLY WITH THIS PRIVACY POLICY AND DATA PROTECTION LEGISLATION IN ORDER TO GUARANTEE YOUR RIGHTS IN RELATION TO THE PROTECTION OF PERSONAL DATA WHEN THE PROCESSING OF PERSONAL DATA OCCURS ABROAD. YOU AUTHORIZE OLACLICK, IN ACCORDANCE WITH THIS PRIVACY POLICY, TO TRANSFER, PROCESS, STORE AND USE YOUR PERSONAL DATA IN OTHER COUNTRIES. FOR MORE INFORMATION [CLICK HERE](#).

7.3. Storage period. Personal Data shall be retained as long as necessary for the purposes listed in this Privacy Policy. This may mean, for example, that Access Logs shall be stored for at least six (6) months, as required by law, or longer, if so requested by the Data Subject or determined by court order. Other Personal Data will be kept for the limitation period of any civil liability, in order to allow the defence of OLACLICK in court, for example. OLACLICK adopts controls to ensure that the Personal Data will be kept only as long as necessary, being discarded whenever the treatment is terminated, or any legal hypothesis of retention does not apply.

7.4. Deletion of Data. When we no longer need to use Personal Data, it will be removed from our systems and records or anonymized so that you can no longer be identified from that data. OLACLICK may retain some Personal Data to comply with our legal or regulatory obligations and to enable and ensure the regular exercise of our rights (for example, in judicial, administrative or arbitration proceedings). For audit, security, fraud control, and preservation of rights purposes, OLACLICK may retain your Personal Data record for a longer period of time where required by law or regulation or to preserve rights.



7.5 LIMITATION OF LIABILITY. NOTHING CONTAINED IN THE PRIVACY POLICY IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR DAMAGES. ACCORDINGLY, ONLY THOSE LIMITATIONS THAT ARE PERMITTED BY LAW IN YOUR JURISDICTION SHALL APPLY TO YOU. IN CASES WHERE EXCLUSION OF LIABILITY IS NOT POSSIBLE, BUT LIMITATION OF LIABILITY IS LEGALLY APPLICABLE, OLACLICK'S TOTAL LIABILITY SHALL BE LIMITED TO UP TO ONE THOUSAND DOLLARS.

## **8. THE USER'S RESPONSIBILITY TO PROTECT THEIR DATA**

8.1. Although we keep the Personal Data confidential in accordance with the terms of this Privacy Policy, it will be the responsibility of each User to keep the login and password of access to your account secure and should not provide them to anyone.

8.2. In case the User believes that his/her login and password to access his/her account on the Platform have been unduly accessed by third parties or are known by other unauthorized people, for any reason, the User shall immediately communicate OLACLICK through the e-mail [[info@olaclick.com](mailto:info@olaclick.com)], without prejudice to the immediate password change through the Platform by the User.

## **9. COOKIES**

9.1. OLACLICK uses Cookies and similar technologies, such as pixels and tags, to make sure that the services provided meet our quality standards. Cookies only collect statistics and will not be used for purposes other than those expressly provided for in this Privacy Policy.

9.2. What are Cookies and what are they used for? A Cookie is a small file added to your device or computer to provide a personalised experience when accessing the Platform. OLACLICK may use Cookies:

9.2.1. Required: Cookies that make the use of the Platform possible and without which the Platform may not function properly. As such Cookies are necessary, they are used based on the execution of the contract between OLACLICK and the User.

9.2.2. Functional: Cookies that activate additional functions or serve to enable access to certain specific sections of the Platform. The use of such Cookies is not absolutely necessary for the use of the service, but if you choose to disable them the User may have reduced functionality, so that the use of these Cookies is based on your consent to the activation of such functions.

9.2.3. Performance: Cookies used to measure and improve the performance of a given webpage and specific content contained on the page.

9.2.4. Social networks: The Platform uses social network plugins, which enable them to be accessed from the Platform. Thus, in doing so, the Cookies used by these networks may be stored in the User's browser. Each social network has its own privacy and Personal Data

protection policy and the natural or legal persons who maintain them are responsible for the Personal Data collected and the privacy practices adopted. The User may search, with the social networks, information about how their Personal Data are treated.

OLACLICK HAS NO CONTROL OR INTERFERENCE OVER THESE THIRD PARTY WEBSITES AND SHALL NOT BE RESPONSIBLE FOR THE CONTENT, PRACTICES AND SERVICES OFFERED BY ANY THIRD PARTY, NOR FOR THE TREATMENT GIVEN TO YOUR PERSONAL DATA BY THESE WEBSITES AND SOCIAL NETWORKS, EVEN WHEN LINKS ARE PRESENT ON THE OLACLICK PLATFORM.

9.3. Is it possible to limit the use of Cookies? Browsers generally allow the collection of Cookies to be disabled, so that if the User does not change the Cookie collection policies of their browser We shall consider that the User does not object to the use of Cookies by the Platform. The possible collection of Personal Data identified by necessary Cookies shall be based on the need to provide the Platform (contract enforcement), while the implementation of the other Cookies, if it involves the processing of identified Personal Data, shall be based on a legitimate interest of OLACLICK. In the latter case, the User may oppose such treatment by adjusting the settings of his browser to reject such Cookies.

## **10. OLACLICK CONTACT**

10.1. In case of doubt, suggestion, complaint or clarification about this Privacy Policy or the Treatment of Personal Data by OLACLICK, or to request the exercise of any of the rights described in this Privacy Policy or the Data Protection Legislation, the User may contact OLACLICK by e-mail: [[info@olaclick.com](mailto:info@olaclick.com)]. OLACLICK will be pleased to clarify any questions and / or meet your request.

## **11. UPDATES TO THE PRIVACY POLICY**

11.1 Due to the continuous evolution of OLACLICK's activities, this Privacy Policy and Terms of Use may be modified. OLACLICK will send the User notices about the changes and substantial modifications of such documents by e-mail, or any other means that ensures its receipt. In any case, OLACLICK shall not modify the policies or practices to make them less effective in protecting the Personal Data previously stored of our Users. The User should check this page and review this Privacy Policy periodically to ensure that you agree with the modifications.

11.2 Except when the express consent is mandatory, if the User continues using the Platform and/or does not object to the changes and new terms informed by OLACLICK after the disclosure of the new version of the Privacy Policy, it shall be understood that the User is fully aware and agrees with the new terms applicable to the Treatment of Personal Data. If the User does not agree with the changes to the Privacy Policy, he/she shall refrain from using the Platform and may request the cancellation of his/her account in accordance with the Terms of Use.

## **12. ACCEPTANCE OF THE PRIVACY POLICY**

12.1. BY ACCEPTING THIS PRIVACY POLICY YOU DECLARE TO HAVE THE LEGAL CAPACITY, GIVING YOUR EXPRESS CONSENT TO THE TERMS CONTAINED THEREIN.

## **INTERNATIONAL TRANSFER OF PERSONAL DATA**

In order to optimize the efficiency, performance and security of the Platform, OLACLICK uses a technical infrastructure on a global scale and has service providers abroad.

In addition, in order to provide services, depending on the geographic area from which Users request services, certain Users' Personal Data may be transferred to OLACLICK Affiliates for contract performance purposes. Users are informed that by accessing, using or registering on the Platform from any country in which OLACLICK operates, their Personal Data will be stored in OLACLICK's database or of third parties, abroad.

Therefore, your Personal Data, including Genetic, BiometricData and Data concerning health, may be transferred to other countries for data processing and storage in accordance with the terms and purposes set out in our Privacy Policy and for the provision of the services requested by the User.

OLACLICK may transfer your Personal Data to service providers, who will perform the Processing of Personal Data on OLACLICK's behalf and in accordance with our instructions.

Laws on privacy and protection of Personal Data vary from country to country and standards of data protection in other countries may be different. Nevertheless, OLACLICK will make every effort to try to ensure the level of data protection set forth in the Privacy Policy in accordance with applicable laws. For these purposes such third parties shall have an adequate standard of personal data protection.

The international transfer of Personal Data is a condition for the use of the Platform and services. If the User does not agree with the international transfer of Personal Data, the User shall not access, use or register on the Platform or place orders through the Platform. If the User no longer agrees with the international transfer of Personal Data at any time, contact us by email [[info@olaclick.com](mailto:info@olaclick.com)] to request the deletion of his/her information and uninstall all applications, platforms and services related to OLACLICK.