

Michele Baggio

**INTERNET
CLAUSES**
**Instructions for
the use of the
documentation**

Legal notices

Legal notice

Place this legal notice on a link visible on all pages of the website.

Privacy policy

WEBSITE: PRIVACY Policy

A link to the privacy policy must be visible on all pages of the website.

Mandatory clause regarding obtaining and/or storing personal data (identification data, photographs, emails, etc.)

Forms

FORM: Consent for processing data

Include this clause in the form from where the Data Subject's data are collected.

An "I accept" button, or an "I have read and accept..." selector giving consent must be added to the bottom of the form to confirm that the consent clause for processing personal data has been read.

The system will not send the form with the data if consent has not been confirmed.

Cookies policy

Cookies policy (PD COOKIE CAPTURE)

A link to the cookies policy must be visible on all pages of the website.

LSSI: Cookies Policy regulations for cookies that require the user's consent to be installed, and that are not of a technical nature, and are necessary for the operation of the website or the provision of services expressly requested by the user.

If the website installs analytical or advertising cookies that require the user's consent, it will be necessary for an informative BANNER to be visible from all parts of the website until the user ACCEPTS the processing.

BANNER + Configuration panel (PD COOKIE CONSENT) - DECLINE

Provide this document to the website's computer technician so that the cookie consent and configuration BANNER is automatically generated.

??PD Cookie Consent?? is a JavaScript library through which a pop-up window (banner) is generated that warns the visitor about the existence of cookies and facilitates the blocking of those elements that can embed cookies without the need to search for them one by one.

This banner includes the REJECT option on the first layer.

E-commerce

E-COMMERCE (ONLINE COURSES) General terms and conditions of contract

A link to this legal notice must be visible on all pages of the e-commerce website.

The text in red should be revised and adapted to the individual conditions of the business.

At the moment of contracting the services, there must be a selector, indicating agreement with the conditions established by the business (with a link to them).

Legal notices

WEBSITE: Legal notice**INFORMATION SOCIETY SERVICES ACT (LSSI)**

Michele Baggio, the person responsible for the website, hereinafter the CONTROLLER, makes this document available to users, which is intended to comply with the obligations provided in Act 34/2002 of 11 July, on Information Society and Electronic Commerce Services (LSSICE), Spanish Official State Journal No. 166, as well as informing all website users of the conditions of use.

Any person who accesses this website acquires the status of user, and as such undertakes to strictly observe and comply with the provisions provided herein, as well as any other applicable legal clause.

Michele Baggio reserves the right to modify any type of information that may appear on the website, and is not obliged to give prior notice or inform users of such obligations, with publication on the website of Michele Baggio being understood as sufficient.

1. IDENTIFICATION DATA

Domain name: baggiomichele.com/

Commercial name: Baggio Michele

Company name: Michele Baggio

TIN: Z1729639K

Registered address: Calle Unamuno 66, 38611 Granadilla de Abona, Santa Cruz de Tenerife

Telephone: +39 3891962323 +34 633163429

Email: info@baggiomichele.it

2. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The website, including but not limited to its programming, editing, compilation and other elements necessary for its operation, the designs, logos, text and/or graphics, are owned by the CONTROLLER or, if applicable, they expressly holds a license or an express authorisation by the authors. All website contents are duly protected by intellectual and industrial property laws, and are registered in the corresponding public registries.

Regardless of their intended purpose, the total or partial reproduction, use, exploitation, distribution and commercialisation, requires in any case the prior written authorisation from the CONTROLLER. Any unauthorised use is considered a serious breach of the author's intellectual or industrial property rights.

The designs, logos, text and/or graphics not belonging to the CONTROLLER and which may appear on the website, belong to their respective owners who are liable for any possible dispute that may arise regarding them. The CONTROLLER expressly authorises third parties to redirect to the specific content of the website, and in any case to redirect to the main website of baggiomichele.com/.

The CONTROLLER acknowledges the corresponding intellectual and industrial property rights in favour of their owners, and any mention or appearance on the website does not imply the existence of any rights or responsibility whatsoever over them, nor does it imply any endorsement, sponsorship or recommendation by the website.

Comments regarding any possible breach of intellectual or industrial property rights, as well as regarding the contents of the website, can be made by contacting info@baggiomichele.it.

3. EXEMPTION FROM LIABILITY

The RESPONSIBLE disclaims any liability for the information published on its website provided that it has no actual knowledge that this information has been manipulated or introduced by a third party external to it or, if it

has, has acted diligently to remove the data or make it impossible to access them.

Use of Cookies

This website uses technical cookies (small files with information that the server sends to the computer of the website user) in order to carry out certain functions considered necessary for the correct functioning and preview of the website. In any case, the cookies used are temporary, with the sole purpose of making navigation of the site more efficient, and disappear at the end of the user's session. Under no circumstances do these cookies themselves provide personal data and will not be used for the collection of such data.

Through using cookies, it is also possible for the server where the website is located to recognise the browser used by the user in order to make navigation easier, allowing, for example, users who have previously registered to access the areas, services, promotions or contests reserved exclusively for them without having to register on each visit. They may also be used to measure the audience or traffic parameters, monitor the progress and number of entries, etc. In these cases, the cookies used are technically non-essential but beneficial to the user. This website will not install non-essential cookies without previous user consent.

The browser may be configured by the user to alert them of the reception of cookies and to prevent their installation on their computer. For further information, please consult the instructions of your browser.

Link policy

The user of this website may be redirected to content from third party websites. Since the CONTROLLER cannot always control the contents of third party websites, they do not assume any type of responsibility with respect to said contents. In any case, the CONTROLLER will immediately remove any content that may be in breach of national or international laws, morality or public order, and will immediately remove the redirection to this website, informing the competent authorities of the content in question.

The CONTROLLER will not be responsible for the information and content found, including but not limited to, in forums, chats, blog generators, comments, social networks or any other means that allows third parties to publish content independently on the website of the CONTROLLER. However, and in accordance with Acts 11 and 16 of the LSSICE, third party content is made available to all users, authorities, and law enforcement bodies collaborating directly on the withdrawal or blocking of all content that may affect or violate national or international law, third party rights or public morals and public order. In the event that the user considers there to be any content on the website that could be considered as such, please notify the website administrator immediately.

This website was revised and tested to enable its correct functioning. In principle, proper functioning can be guaranteed 365 days a year, 24 hours a day. However, the CONTROLLER does not rule out the possibility of there being certain programming errors, or that force majeure, natural disasters, strikes or similar circumstances may occur that make accessing the website impossible.

IP Addresses

The website servers can detect automatically the IP address and the domain name used by the user. An IP address is a number assigned automatically to a computer when connected to the Internet. All of this information is recorded in a system log on the server that allows the subsequent processing of the data in order to obtain only statistical measurements that show us the number of page hits, the number of visits made to the web servers, the order of visits, the access point, etc.

4. APPLICABLE LAW AND JURISDICTION

Spanish legislation shall apply to the resolution of all disputes or questions related to this website or the activities carried out therein, to which the parties expressly submit themselves, and the Courts and Tribunals of the USER's domicile or the place of fulfilment of the obligation shall be competent for the resolution of all disputes arising from or related to its use.

Privacy policy

WEBSITE: PRIVACY Policy

PRIVACY POLICY

1. USER INFORMATION

Who is the controller of your personal data?

Michele Baggio is the CONTROLLER of the USER's personal data and informs him/her that these data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD).

Why do process your personal data?

To maintain a commercial relationship with the user. The planned processing operations are:

- Sending commercial advertising communications by email, fax, SMS, MMS, social networks or by any other electronic or physical means, present or future, that make it possible to carry out commercial communications. These communications will be made by the CONTROLLER and will be related to their products and services, or those of their partners or suppliers with whom they have reached a promotion agreement. In this case, the third parties will never have access to personal data.
- Conduct market research and statistical analysis.
- Processing orders, requests, respond to queries or any type of request made by the USER through any of the contact methods available at the CONTROLLER's website.
- Send the online newsletter on news, offers and promotions in our activity.

Why can we process your personal data?

Because the processing is legitimised by article 6 of the GDPR as follows:

- With the USER's consent: sending commercial communications and the newsletter.
- In the legitimate interest of the CONTROLLER: conduct market research, statistical analysis, etc. and process orders, requests, etc. at the request of the USER.

For how long will we keep your personal data?

Data shall be stored for no longer than is necessary to maintain the purpose of the processing or for as long as there are legal prescriptions dictating their custody, and when such purpose is no longer necessary the data shall be erased with appropriate security measures to ensure the anonymization of the data or their complete destruction.

¿To whom do we disclose your personal data?

No communication of personal data to third parties is foreseen except, if necessary for the development and execution of the purposes of the processing, to our suppliers of services related to communications, with which the CONTROLLER has signed the confidentiality and data processor contracts required by current privacy regulations.

What are your rights?

The rights of the USER are:

- Right to withdraw consent at any time.
- Right of access, rectification, portability and erasure of your data and the limitation or objection to their processing.
- The right to file a claim with the Spanish Supervisory Authority (www.aepd.es) if you consider that the processing does not comply with the current legislation.

Contact information for exercising rights:

Michele Baggio. Calle Unamuno, 66 - 38611 Granadilla de Abona (Santa Cruz De Tenerife). E-mail: info@baggiomichele.it

2. COMPULSORY OR OPTIONAL NATURE OF THE INFORMATION PROVIDED BY THE USER

The USERS, by marking the corresponding boxes and entering data in the fields, marked with an asterisk (*) in the contact form or download forms, accept expressly and in a free and unequivocal way that their data are necessary for the supplier to meet their request, voluntarily providing their data in the remaining fields. The USER ensures that the personal data provided to the CONTROLLER are true and is responsible for communicating any changes to them.

The CONTROLLER informs that all data requested through the website are mandatory, as they are necessary for the provision of an optimal service to the USER. In the event that not all of the data is provided, there is no guarantee that the information and services provided will be completely adapted to the User's needs.

3. SECURITY MEASURES

That in accordance with the provisions of the current regulations on the protection of personal data, the CONTROLLER is complying with all the provisions of the GDPR and LOPDGDD regulations for processing the personal data for which they are responsible, and is manifestly complying with the principles described in Article 5 of the GDPR, by which they are processed in a lawful, fair and transparent manner in relation to the data subject and appropriate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

The CONTROLLER guarantees that all appropriate technical and organisational policies have been implemented to apply the security measures established by the GDPR and LOPDGDD in order to protect the rights and freedoms of USERS and has communicated the appropriate information for them to be able to exercise them.

For more information about privacy guarantees, you can contact the CONTROLLER through Michele Baggio. Calle Unamuno, 66 - 38611 Granadilla de Abona (Santa Cruz De Tenerife). E-mail: info@baggiomichele.it

Forms

FORM: Consent for processing data

CONSENT FOR PROCESSING PERSONAL DATA

Michele Baggio is the Controller of the user's personal data and informs him/her that these data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD), providing the following information on the processing:

Purposes and legitimacy of the processing: maintaining a commercial relationship (in the legitimate interest of the Controller, art. 6.1.f GDPR) and sending communications concerning products or services (with the consent of the Data Subject, art. 6.1.a GDPR).

Data storage criteria: data shall be stored for no longer than is necessary to maintain the purpose of the processing or for as long as there are legal prescriptions dictating their custody, and when such purpose is no longer necessary the data shall be erased with appropriate security measures to ensure the anonymization of the data or their complete destruction.

Communication of data: data will not be disclosed to third parties, unless legally obliged to do so.

Rights of the User:

- Right to withdraw consent at any time.
- Right of access, rectification, portability and erasure of data and the limitation or objection to their processing. The right to file a claim with the Spanish Supervisory Authority (www.aepd.es) if you consider that the processing does not comply with the current legislation.

Contact information for exercising rights:

Michele Baggio. Calle Unamuno, 66 - 38611 Granadilla de Abona (Santa Cruz De Tenerife). E-mail: info@baggiomichele.it

To continue you must accept that you have read and agreed to the previous clause.

ACCEPT

Cookies policy

COOKIES POLICY

INFORMATION ABOUT COOKIES

In accordance with Law 34/2002, of July 11, on services of the information society and electronic commerce (LSSI), in relation to Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 of April 2016, General Data Protection (GDPR) and Organic Law 3/2018, of December 5, Data Protection and Guarantee of Digital Rights (LOPDGDD), it is mandatory to obtain the express consent of the user of all web pages that use dispensable cookies, before you navigate through them.

WHAT ARE COOKIES?

Cookies and other similar technologies such as local shared objects, flash *cookies* or pixels, are tools used by Web servers to store and retrieve information about their visitors, as well as to enable the proper functioning of the site.

Through using these devices, the Web server is able to remember some data concerning the user, such as their preferences for viewing the server's pages, their name and password, products that interest them most, etc.

COOKIES AFFECTED BY, AND COOKIES EXEMPT FROM REGULATIONS

According to the EU directive, the *cookies* that require the user's informed consent are analysis, advertising and affiliation *cookies*, while technical cookies and those that are necessary for the operation of the website or the provision of services expressly requested by the user are exempt.

TYPES OF COOKIES

DEPENDING ON THE PURPOSE

- **Technical and functional *cookies*:** allow the user to navigate through a website, platform or application and the use of different options or services available in it.
- **Analysis *cookies*:** allow the controller to monitor and analyse the behaviour of the users of the websites they are linked to. The information collected by this type of *cookie* is used to measure the activity of the websites, application or platform and to carry out browsing profiling of the users of said sites, applications and platforms, with the purpose of introducing improvements in the analysis of the user data carried out by service users.
- **Advertising *cookies*:** allow management, in the most efficient way possible, of advertising spaces which, if applicable, the editor has included in a website, application or platform from where requested service is provided based on data such as the edited content or frequency with which advertisements are made.
- **Behavioural advertising *cookies*:** collect information on the user's personal preferences and choices (*retargeting*) in order to allow management, in the most efficient way possible, of the advertising spaces which, if applicable, the editor has included in a website, application or platform from where the requested service is provided.
- **Social *cookies*:** established by the social network platforms in the services to allow content to be shared with friends and networks. The social media platforms have the ability to track activity online outside the Services. This may affect the content and messages seen in other services used.

- **Affiliate cookies:** allow you to track visits through links from other websites, with which the website establishes affiliate agreements (affiliate companies).
- **Security cookies:** store encrypted information to avoid the stored data in them being vulnerable to malicious attacks by third parties.

ACCORDING TO THE PROPERTY

- **Own cookies:** are sent to the user's terminal team from a team or power managed by the own editor and from where the requested service is provided by the user.
- **Third party cookies:** are sent to the user's terminal team from a team or power which is not managed by the editor, but by another body which processes data obtained through the cookies.

DEPENDING ON THE STORAGE PERIOD

- **Session cookies:** are a type of *cookie* designed to collect and store data as long as the user accesses a website.
- **Permanent cookies:** are a type of cookies where data continues to be stored in the terminal and may be accessed and processed for a period of time defined by the *cookie* controller, and that can range from a few minutes to several years.

PROCESSING OF PERSONAL DATA

Michele Baggio is the **Controller** of the personal data of the **Data Subject** and informs them that these data will be processed in accordance with the provisions of Regulation (EU) 2016/679, of 27 April 2016 (GDPR), and therefore the following information on the processing is provided:

Purposes of the data processing: as specified in the *cookies* section which are used on this website.

Legitimation of the processing: except in cases where it is necessary for web browsing, by consent of the data subject (art. 6.1.a GDPR).

Data storage criteria: as specified in the *cookies* section used on the website.

Data communication: data will not be disclosed to third parties, except in cookies owned by third parties or under legal obligation.

Rights of the Data Subject:

- Right to withdraw consent at any time.
 - Right of access, rectification, portability and erasure of data and the limitation or objection to their processing.
- The right to file a claim with the Spanish Supervisory Authority (www.aepd.es) if you consider that the processing does not comply with current legislation.

Contact information to exercise their rights:

Michele Baggio. Calle Unamuno, 66 - 38611 Granadilla de Abona (Santa Cruz De Tenerife). E-mail: info@baggiomichele.it

COOKIES USED ON THIS WEBSITE

COOKIES CONTROLLED BY THE EDITOR

Technical and functional

Property	Cookie	Purpose	Term
baggiomichele.com	frontend_lang	Cookie required to use website options and services	in a year
baggiomichele.com	session_id	Cookie required to use website options and services	in 7 days
baggiomichele.com	tz	Cookie required to use website options and services	in 8 days
baggiomichele.com	website_cookies_bar	Cookie required to use website options and services	in a year

THIRD PARTY COOKIES

Third-party services are beyond the control of the editor. Suppliers may at any time modify their service conditions, the purpose and use of cookies, etc.

External suppliers of this website:

No third party controlled cookies are installed

COOKIES CONFIGURATION PANEL

From this panel the user will be able to configure the cookies that the website can install in their browser, except for the technical or functional cookies that are necessary for browsing and using the different options or services that are offered.

[Cookie panel](#)

HOW TO MANAGE COOKIES FROM YOUR BROWSER

Delete cookies from your device	Cookies that are already on a device can be deleted by clearing the browser history, thus deleting the cookies from all websites visited. However, some of the saved information (e.g. login data or website preferences) may also be lost.
Manage site specific cookies	For more precise control of site specific cookies, users can adjust their privacy settings and cookies in their browser.
Blocking cookies	While most modern browsers can be configured to prevent cookies from being installed on a device, this may require the manual adjustment of certain preferences each time a site or page is visited. In addition, some services and features may not work properly (for example, profile logins).

HOW TO DELETE COOKIES FROM MOST COMMON BROWSERS

Chrome	http://support.google.com/chrome/answer/95647?hl=es
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Edge	https://support.microsoft.com/es-es/microsoft-edge/eliminar-las-cookies-en-microsoft-edge-63947406-40ac-c3b8-57b9-2a946a29ae09
Explorer	https://support.microsoft.com/es-es/help/278835/how-to-delete-cookie-files-in-internet-explorer
Firefox	https://www.mozilla.org/es-ES/privacy/websites/#cookies
Safari	https://support.apple.com/es-es/guide/safari/sfri11471/mac
Opera	https://help.opera.com/en/latest/security-and-privacy/#clearBrowsingData

COOKIES CONSENT PANEL ???PD COOKIE CONSENT???

1. Functionality that inserts a cookie consent panel and blocks items that might insert cookies

«PD Cookie Consent» is a JavaScript library through which it is intended to facilitate the blocking of those elements of the DOM that could embed cookies and allows the website's technician to insert a pop-up window (banner) that warns the visitor of the existence of cookies, as well as providing a way to manage those elements that could generate them, blocking them and preventing them from being generated until they are subsequently unblocked by the visitor.

2. How do we insert the library in our website?

VERY IMPORTANT

STEP 1: insert the following library and its styles between the tags so that the library script overrides any other "script" or "link" that might be between the mentioned tags:

```
<head>...</head>
```

If this step is not performed as described, «PD Cookie Consent» will not work properly.

```
<link rel="stylesheet" href="https://pdcc.gdpr.es/pdcc.min.css">
<script charset="utf-8" src="https://pdcc.gdpr.es/pdcc.min.js"></script>
<script type="text/javascript">
  PDCookieConsent.config({
    "brand": {
      "dev" : true,
      "name": "Grupo Canadat Asesores",
      "url" : "https://canadat.es",
      "websiteOwner" : ""
    },
    "showRejectButton": true,
    "cookiePolicyLink": "https://baggiomichele.com/cookie-policy",
    "hideModalIn": ["https://baggiomichele.com/cookie-policy"],
    "styles": {
      "primaryButton": {
        "bgColor" : "#EEEEEE",
        "txtColor": "#333333"
      },
      "secondaryButton": {
        "bgColor" : "#EEEEEE",
        "txtColor": "#333333"
      },
      "rejectButton": {
        "bgColor": "#EEEEEE",
        "txtColor": "#333333"
      }
    }
  });
```



```
</script>
```

VERY IMPORTANT

STEP 2: in case it does not exist, insert the URL of the Cookie Policy between the quotes of the following tags to show the direct access with all the information about the cookies:

```
"cookiePolicyLink": "http://. ",  
"hideModalIn": ["http://. "],
```

If this step is not performed as described, the consent banner will not be legitimate.

NOTE: If the website has been developed through a CMS such as WordPress, Ghost, Shopify, Magento, Prestashop, Joomla, Drupal or similar it is important to make sure that Step 1 is also fulfilled.

In case of using a CMS, the best option and the one that will allow us to fulfill Step 1 safely is to modify the theme or templates of the website, for example, in the case of WordPress, creating a «child theme».

See the developer documentation provided by these platforms.


VERY IMPORTANT


STEP 3: the library offers a CSS property to access the banner when it has been closed and any element containing it will act as a button to open the panel.

We only have to choose any element of the DOM, such as a link, and insert the property (class="pdcc-open-modal").

```
<a href="#" class="pdcc-open-modal">Panel Cookies</a>
```

Once the visitor clicks on the link, or on another element containing the property above mentioned, the Settings view of the «PD Cookie Consent» panel will open.



AVISO LEGAL · POLÍTICA DE PRIVACIDAD · POLÍTICA DE COOKIES ·  Panel Cookies

3. How does «PD Cookie Consent» work?

When a visitor accesses the website, the «PD Cookie Consent» library observes each of the existing elements on the page visited and, if any of these meet the necessary requirements to be blocked, it is blocked.

Once all the elements of the page have been observed, the library will display the «PD Cookie Consent» panel and will generate a session cookie named «pd_cc» that is necessary for the correct functioning of the page.

NOTE: The «panel» will not automatically appear when there are only technical and functional cookies. In order for the «panel» to appear, it is necessary that either the library has blocked some element that could insert cookies, or the "PDCookieConsent.blockList()" method has been used, which is detailed in section 3 of the Technical Documentation.



In the first view of the panel, the website visitor will be able to:

1. Read the notice that informs about cookies.
2. Click on the «Cookie Policy» link.
3. Accept all cookies from the website by clicking «Accept».
4. Go to the configuration view by clicking on «Configure».
5. Close the panel.

If the website visitor clicks on the «Configure» button, he/she will get a new view:



In the configuration view the visitor will be able to:

1. Go back to the previous view by clicking the «<- Go back» link.
2. Display the list of all the domains not allowed, being able to:
 - Accept them independently.
 - Reject them independently.
 - Display those that are new and were not in the list on an old display. The text «(new)» appears next to it.
3. Accept all domains at once by clicking on the «Accept all» button.
4. Reject all domains at once by clicking on the «Reject all» button.
5. Save the changes made using the «Save configuration» button.

4. Information messages about blocked items

In addition to the «PD Cookie Consent» panel, the library also provides a **message** that will appear at the top of the website and will **inform the visitor of the visual elements that have been blocked** and are therefore not being displayed.



When this message appears, the visitor will be able to:

- Find out what content has been blocked and is not being displayed, including the list of blocked items (in the case of the image provided, YouTube).
- The following actions can be taken with regard to the list of blocked items:

- ❑ Accept all the blocked elements of the visited page by clicking on «Accept all», unblocking them in the rest of the website (if appropriate). **Once the button is clicked, the message will disappear.**
- ❑ Open the configuration view by clicking on the «Configure» button, being able to perform any of the actions already mentioned in this document.

VERY IMPORTANT

The «message» mainly states the blocked «*iframes*».

In order to take «*script*» into account, it is necessary to define the «*report*» property with the value «*true*» in «*PDCookieConsent.blockList()*». For more information, see section «3. Blocking elements of the DOM to prevent them from generating cookies» of the technical information document.

NOTE: The «message» will only appear on those pages where there are elements that have been blocked and affect the visual aspect or the functionalities of the website.

5. Technical information

To understand how the «PD Cookie Consent» library works it is important to know that it does not capture or block any type of Cookie. «PD Cookie Consent» does not manage cookies, it manages those elements that are responsible for inserting cookies on the website (*iframes*, *scripts* and *noscripts*), all described in the technical documentation.

When a website is loaded in the browser, it generates some elements that are responsible for providing functionality, displaying images, videos, etc. It is through these elements that a multitude of cookies of all types are generated and installed.

During the loading process of the website, the library observes each of the elements that are loaded. As soon as one of these loaded elements corresponds to an *iframe*, *script* and *noscript*, the library starts an analysis process.

If the analysed item contains a prohibited text string, it is locked to prevent loading. The intention is to avoid their loading by not to allow cookies to be inserted on the website without the user's consent. This is why when «PD Cookie Consent», for example, blocks a YouTube video, it is not displayed until the website visitor allows the blocked element to be activated, in this case, an *iframe*.

The text strings that facilitate the automatic blocking of elements are defined in the library itself. You can also define your own strings through a method to be inserted by the website developer; this last step is ideal to block those elements that the library has not detected and to unblock those that the library blocks and it is not necessary to do so.

MORE INFORMATION

[Click here](#) for technical information on the configuration of the «*script*».

If you have any doubt or question about this document, please contact **Grupo Canadat Asesores, S.L.**

E-commerce

E-COMMERCE (ONLINE COURSES) General terms and conditions of contract



GENERAL CONTRACTING TERMS AND CONDITIONS

Introduction

This contractual document will govern the General Conditions for contracting **training courses** (hereinafter, «Conditions») through the website baggiomichele.com/, owned by Michele Baggio under the trademark Baggio Michele, hereinafter, PROVIDER, whose contact details also appear in the Legal Notice of this Website.

These Conditions will remain published on the website at the disposal of the USER to reproduce them and keep them as confirmation of the contract, and may be modified at any time by the PROVIDER. It is the responsibility of the USER to read them periodically, since those in force at the time of placing orders will be applicable.

The contracts will not be subject to any formality except for the cases expressly indicated in the Civil and Commercial Codes and in this or other special laws.

Accepting this document implies that the USER:

- Has read and understood the above.
- Is a person with sufficient capacity to enter into contract.
- Assumes all the obligations set forth herein.

These conditions will be valid indefinitely and applicable to all orders submitted through the PROVIDER's website.

The PROVIDER informs that the business is liable and understands the current laws and reserves the right to unilaterally modify the conditions, without affecting the terms and conditions implemented prior to the modification.

Identity of the contracting parties

On one part, the PROVIDER of the **training courses** contracted by the USER, Michele Baggio, whose registered address is at Calle Unamuno 66, 38611 Granadilla de Abona, Santa Cruz de Tenerife, TIN Z1729639K and telephone number for customer/USER service +39 3891962323 +34 633163429.

And on the other part, the USER, registered on the website by means of **a user name and password**, who is fully liable for the use and safeguarding of which and for the truthfulness of the personal data submitted to the PROVIDER. In some cases the USER will not be the STUDENT, and will therefore act on behalf of the latter (for example: companies, parents, etc.).

Purpose of the contract

The purpose of this contract is to regulate the contractual trade relationship between the PROVIDER and the USER, which arises when the USER accepts by ticking the corresponding box during the online contracting process.

The contractual trade relationship involves the delivery of a **specific training course**, in exchange for a certain price which is publicly displayed on the website.

Intellectual property

The USER is not allowed in any way to transfer, change and exchange the license rights and obligations under this contract, except that the form and content may be altered under the condition that the changes are pre-agreed and in writing from the PROVIDER. However, any transfer of ownership from PROVIDER to the USER is expressly excluded in this contract or general conditions of sale.

Contracting procedure

The USER, in order to access the products services offered by the PROVIDER, **must be over 16 years of age and register on the website by creating a user account**. For this reason, the USER must freely and voluntarily provide the personal data required, which will be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April 2016 (GDPR) on the protection of individuals with regard to the processing of personal data and the free movement of such data and the Organic Law 3/2018 of 5 December (LOPDGDD) on the protection of personal data as detailed in the Legal Notice and Privacy Policy found on this website.

The USER **selects a user name and password**, committing to use them diligently and to not make them available to third parties, as well as to inform the PROVIDER of their loss or theft or possible access by an unauthorised third party, so that the PROVIDER can proceed to immediately block them.

Once the user account has been created, we inform you that, in accordance with the requirements of Article 27 of Spanish Law 34/2002 on Services of the Information Society and E-Commerce (LSSICE), the following steps will be followed during the contracting procedure:

1. General contracting clauses.
2. Activation of services.
3. Right of withdrawal.
4. Claims.
5. Force majeure.
6. Competency.
7. General information of the offer.
8. Price and period of validity of the offer.
9. Shipping costs.
10. Payment methods, charges and discounts.
11. Purchase process.
12. Suspension or termination of the contract.
13. Guarantees and refunds.
14. Applicable law and jurisdiction.

1. GENERAL CONTRACTING CLAUSES

Unless otherwise stipulated in writing, placing an order with the PROVIDER shall imply the acceptance by the USER of these legal terms and conditions. No stipulation made by the USER may differ from those made by the PROVIDER unless expressly accepted in advance and in writing by the PROVIDER.

2. ACTIVATION OF SERVICES

The PROVIDER will not activate any service until it has been verified that payment has been made.

As the order **does not involve the physical delivery of any product**, but rather a service downloaded or activated directly from the website, the PROVIDER will inform the USER in advance on the steps to take to perform this download

or activation.

Failure to carry out the remote contract

In the case of the provision of a training course, it will be available **from the moment the user has paid for it and will be downloadable or activated according to the conditions of the PROVIDER.**

In the event of not being able to execute the contract because the contracted service is not available on time, the USER will be informed of the lack of availability and will be entitled to cancel the order and receive a refund of the total amount paid at no cost, and without any liability for damages attributable to the PROVIDER.

In the event of unjustified delay by the PROVIDER with respect to the refund of the total amount, the USER may claim payment of double the amount due, without prejudice to their right to be compensated for damages suffered beyond that amount.

The PROVIDER will not accept any liability if the download or the activation of the course is not fulfilled because of false, inaccurate or incomplete information provided by the USER.

The training course will be considered as provided when the USER has downloaded or activated it.

3. RIGHT OF WITHDRAWAL

Withdrawal form: <https://baggiomichele.com//form-application-withdrawal-form.pdf>

The USER has a period of fourteen calendar days, counted from the date of receipt of the product or from the conclusion of the sales contract if it were a provision of a service, to exercise the right of withdrawal, regulated in [article 102 of the Royal Legislative Decree 1/2007](#), of November 16, which approves the consolidated text of the General Law for the Defence of Consumers and Users and other complementary laws, hereinafter RDL 1/2007. If the PROVIDER does not comply with the duty to provide information and documentation on the right of withdrawal, the period for its exercise shall end twelve months after the date of expiration of the initial withdrawal period, in accordance with the [article 105 of RDL 1/2007](#).

The right of withdrawal will not be applicable to the contracts referred to and listed in [article 103 of RDL 1/2007](#), and which are listed [here](#)

The PROVIDER must be informed of any return, with the **request for a return number through the form provided for this purpose, or by emailing info@baggiomichele.it**, indicating the corresponding invoice number or order number.

In the event that the return is not made with the original delivery packaging, the PROVIDER may charge **the cost of ...€** to the USER, previously informing the USER of this through the same communication channel used.

Once the USER has received the return number, they will send the product, indicating this number in the delivery note, covering the shipping costs themselves, to the PROVIDER at Michele Baggio, Calle Unamuno 66, 38611 Granadilla de Abona, Santa Cruz de Tenerife.

4. CLAIMS

Any complaint that the USER deems appropriate should be dealt with as soon as possible, and can be made by contacting the following contact addresses:

Postal address: Michele Baggio, Calle Unamuno 66, 38611 Granadilla de Abona, Santa Cruz de Tenerife
Telephone: +39 3891962323 +34 633163429
Email: info@baggiomichele.it

5. FORCE MAJEURE

The parties shall not be liable for any fault due to any greater cause. Fulfilment of the obligation shall be delayed until after the end of the case of force majeure.

6. COMPETENCY

The USER may not assign, transfer or transmit the rights, responsibilities and obligations agreed in the purchase.

If any of the terms and conditions are considered null or impossible to fulfil, the validity, legality and fulfilment of the remaining terms and conditions shall not be affected or modified in any way.

The USER declares to have read, understood and accepted these Conditions in their entirety.

7. GENERAL INFORMATION OF THE OFFER

All sales made by the PROVIDER are subject to these Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of Michele Baggio or stipulated herein shall take effect, unless expressly agreed in writing and signed by the PROVIDER, in which case, these particular agreements shall prevail.

Given the continuous technical advances and service improvements, the PROVIDER reserves the right to modify its specifications with respect to the information provided in its advertisements, as long as it does not affect the value of the services offered. These changes shall also apply in the event that, for any reason, the possibility of supplying the services offered is affected.

Continuity, consistency and quality of service

The PROVIDER expressly agrees to provide all its resources in the delivery, availability and in the provision of services in general and in this document, undertakes to fulfil its obligation as a service provider to the best of its ability.

The PROVIDER commits to act as diligently and carefully as possible and to proceed to provide a quality service in accordance with generally recognised practices: except in the hypothetical case that the training course is suspended, by virtue of special instructions required.

Accordingly, the PROVIDER will be contractually obliged to offer access (24/24 hours) and weekly (7/7 days), and conditional upon being able to guarantee its services given the supply conditions (subsequent network performance).

The PROVIDER reserves the right to interrupt the training course via its server, in order to carry out essential maintenance, to improve network performance, or for any other operational reason in connection with maintenance.

The PROVIDER, without affecting any of its rights and responsibilities, shall inform the USER, within a reasonable period of time, of the date on which it intends to carry out the maintenance.

The USER acknowledges that training may not be available if they are unable or incapable of accessing the Internet or

this website. The PROVIDER shall not be liable for the inability of the USER to access the training under these circumstances.

In particular, it is the USER who must keep their own virus protection, as well as the version of their browser up to date. The PROVIDER shall not be liable for any viruses transmitted via its website.

Likewise, the PROVIDER disclaims any liability for unauthorised access to computer systems, or for the looting of any data as a result thereof. However, the PROVIDER applies appropriate means to prevent illegal intrusions. The PROVIDER shall in no event be liable for any damages related thereto, such as loss of operation, loss of profit, loss of value, damages or expenses.

The PROVIDER commits to exercise due diligence and care in its offer, providing a quality service, in accordance with normal practices in the field, subject to the interruption of the services explicitly requested at the request of the administrative authorities.

If the training provided by the USER is suspended following a decision by a competent authority, the PROVIDER will reimburse the USER or offer him/her a credit valid for one year, equal to the amount of this training offer.

Both Parties agree that the PROVIDER has the right to modify the services without prior notice.

After-sales service

The PROVIDER commits to provide the USER with the necessary assistance with regard to the training course acquired. The client can contact the PROVIDER for any request related to the training course in: info@baggiomichele.it.

No extended use of the website

The PROVIDER reserves the right to delete information relating to the USER, in the event of prolonged non-use of these services, corresponding to a period of more than 40 days.

Customer obligations and liability

The USER expressly accepts to have verified the compatibility between his demand and the offer of services and fully acknowledges the receipt of all necessary information and advice from the PROVIDER, so that the present agreement can enter into force with knowledge and binding certainty.

The USER undertakes to verify the identity of the STUDENT, if applicable, prior to their appointment to the PROVIDER's training.

The USER guarantees to act within his/her sole responsibility if, as a result of accessing the training course, it is not carried out in accordance with what can be considered reasonable acts of use carried out by the STUDENT, who is in possession of his/her access and password and who does not respect the general guide and instructions for correct use, initially provided by the PROVIDER.

If this is the case, the USER shall inform the STUDENT of these terms and shall be responsible regarding this matter.

The relevant parties to the contract also recognise that the PROVIDER has the capacity to modify the provision of the service with total transparency without the need to make any prior notification, other than to inform the USER that the level of provision of services already provided is going to be adjusted.

The USER confirms that they will be informed of the provisions of the regulations relating to safety (safety or security) and operational security. The USER shall be solely liable for the consequences of any breach of these rules and these

Terms.

8. PRICE AND PERIOD OF VALIDITY OF THE OFFER

The prices indicated for each service include Value Added Tax (VAT) or any other applicable taxes. These prices, unless expressly stated otherwise, do not include shipping, handling, packaging, insurance or any other additional services and attachments to the service purchased.

The prices applicable to each service are those published on the website and shall be shown in EURO. The USER accepts that the economic valuation of some of the services may vary in real time.

Before making a purchase, all the details of the quote can be checked on-line: training courses, quantity, price, availability, charges, discounts, taxes and the total amount of the purchase. Prices may change daily as long as the order has not been placed.

Once the order has been placed, prices will be maintained regardless of whether the service is available.

Any payment made to the PROVIDER entails sending an invoice in the name of the registered USER or of the company name that they indicated while placing the order. The invoice can be downloaded in PDF format by accessing the web management panel with the user account. In the event that the user wishes to receive it by e-mail, they must request it by any of the means that the PROVIDER makes available to them, informing them that they may revoke this decision at any time.

For any information about the order, the USER may contact the PROVIDER's customer service by calling +39 3891962323 +34 633163429 or by emailing info@baggiomichele.it.

9. SHIPPING COSTS

The prices displayed in the shop do not include shipping or communication expenses, installation or download or additional services, unless expressly agreed otherwise in writing.

10. PAYMENT METHODS, CHARGES AND DISCOUNTS

The PROVIDER is responsible for the economic transactions and accepts the following payment methods for orders:

- Credit card
- Pay Pal

Security measures

The website uses generally accepted information security techniques within the industry, such as SSL, data entered on a secure page, firewalls, access control procedures and cryptographic mechanisms, with the aim of preventing unauthorised access to data. To achieve these purposes, the user/client agrees that the provider will obtain data for the purpose of the corresponding access control authentication.

The PROVIDER undertakes not to allow any transaction that is or is considered illegal by the credit card brands or the acquiring bank, which may or has the potential to damage their goodwill or negatively influence them.

The following activities are prohibited by the card brands' programmes: the sale or offer of a product or service that

does not comply with all laws applicable to the Buyer, Issuing Bank, Merchant or Cardholder.

11. PURCHASE PROCESS

Basket (budget simulation)

Any training course from the catalogue can be added to the basket. In the basket you can only view **the selected services, quantity, price and total cost**. Once the basket has been saved, the **taxes, charges and discounts** will be calculated according to the details entered.

Baskets have no administrative link, it is only a section where you can simulate an order without any commitment from either party.

Follow the steps below to correctly place an order from the basket:

1. - **Confirm billing details.**
2. - **Check the method of training course provision (download, activation...).**
3. - **Select payment method.**
4. - **Place your order (buy).**

Once the order has been processed, the system **instantly** sends an email to the PROVIDER's management department and another to the e-mail of the USER confirming that the order has been placed.

In case of disputes concerning the nature of the PROVIDER's services or the USER's use of the website, the information stored in the electronic payment device and in the framework of the automatic collection of information by the PROVIDER, could be used as evidence between the two parties.

Orders (purchase requests)

Within a maximum of 24 hours, on working days, an email will be sent to the USER confirming the status of the order and the approximate date of download and/or activation.

Service activation procedure (access to training)

The USER will receive his/her access data (username/password). Access to online training, provided by the PROVIDER, is strictly private. Transferring login details (user name/password) to a third party is strictly forbidden. The USER agrees that they will not under any circumstances, whether free of charge or for a fee, give access to third parties in any form whatsoever. If the USER is a company and if the Pupil leaves the company, the USER undertakes to deactivate his/her account or contact the PROVIDER to remove obsolete profiles, just as the USER expressly undertakes to pay for any registration initiated by the designated Student.

The USER agrees to follow the training course diligently. As part of the evaluation, in order to complete the training, the USER expressly accepts the fact that they will not benefit from any help or assistance from any other person. Likewise, the PROVIDER asks each USER to commit to this fact before each task.

Validation of training

The training course is validated when the STUDENT has passed all the evaluations presented during the course. In this case, a diploma validating the acquired knowledge will be sent to the USER.

12. SUSPENSION OR TERMINATION OF THE CONTRACT

If any of these terms and conditions should be deemed unlawful, void or for any reason unenforceable, the term in question shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

The PROVIDER may, without prior notice, suspend or terminate the USER's access to its services and training, in whole or in part, for any valid reason, including, without limitation, where the USER fails to comply with or follow any of the obligations set out in this document or any applicable legal provision, licence, regulation, directive, code of practice or usage policy.

When the PROVIDER exercises any of its rights or powers under this Clause, such exercise shall not prejudice or affect the exercise of any other right, power or remedy that may be available to the PROVIDER.

13. GUARANTEES AND REFUNDS

The guarantees will respond to the provisions of the Title referred to "Guarantees and after-sales services" of the Royal Legislative Decree 1/2007, of November 16, 2007, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, which can be accessed by clicking [here](#)

If you wish to personalise this section, you must check that the wording is in accordance with the provisions of the title of GUARANTEES AND AFTER-SALES SERVICES of Legislative RD 1/2007.

14. APPLICABLE LAW AND JURISDICTION

These conditions shall be governed by or construed in accordance with Spanish law in respect of matters not expressly set forth herein. The PROVIDER and the USER agree to submit any dispute that may arise from the provision of the products or services covered by these Terms and Conditions to the courts and tribunals of the USER'S place of residence.

In the event that the USER is domiciled outside Spain, the PROVIDER and the USER expressly waive any other forum, submitting to the Dispute Resolution Body that will act as an intermediary between them in accordance with Art. 14.1 of Regulation (EU) 524/2013, without the need to resort to the courts of law. For more information, see clause "4.

ONLINE CLAIMS AND DISPUTE RESOLUTION" of these Conditions.