# USER AGREEMENT

This User Agreement (hereinafter referred to as the "Agreement") governs the relationship between the FINANCE AND PROFIT 2023 S.L. (CALLE UNAMUNO 1, 3B, ORIHUELA COSTA, ALICANTE 03189 BANCO BILBAO VIZCAYA ARGENTARIA, S.A., address e-mail daria.atm@gmail.com) (hereinafter referred to as the "Company") and an individual using the site http://finplan.es (hereinafter referred to as the "User"), regarding the conditions of access and use of the specified site, privacy policy and use of personal data.

This User Agreement applies to all information that the Company can receive about the User when he uses the site https://finplan.es.

Using the site https://finplan.es means the User's unconditional consent to the terms of this Agreement and the collection, processing and transfer of the User's personal data. In case of disagreement with the terms of the Agreement, the User must refrain from using the site.

## 1. Definitions

Site - a set of web pages hosted on the Internet, united by a single theme, design and a single address space of the https://finplan.es domain. Site content: photo, video, audio, graphic and text materials, computer applications posted by the Company.

Registration data - the personal data of the User, which are indicated by him during the registration process on the Site.

Registration - registration of the User on the Site using the established form in order to use the functions of the Site, which require the processing of the User's personal data.

Account - the User's account stored in the Company, containing information about the User's personal data provided by the User during registration on the Site.

## 2. User registration

2.1. In order to use the functions of the Site, which require the processing of the User's personal data, the User provides the Company with his personal data and independently goes through the registration process on the Site. During the registration process, a User Account is created. The Company is not responsible for the use of the User Account by another person if such use occurred under circumstances beyond the control of the Company, as well as if the User did not notify the Company of the unauthorized use of his Account.

For the purpose of registration, the User provides the Company with the personal data specified in this Agreement.

2.2. The User's registration on the Site, as well as the use of any functions of the Site, means the User's consent to receive promotional SMS messages, promotional emails or other promotional information from the Company.

2.3. The User has the right to terminate the Account by sending an electronic message to the Company's email address specified in this Agreement. After the termination of the Account, the User loses the ability to use the functions of the Site, which require the User's personal data. The Company also has the right to

terminate the User Account or restrict the User's access to the Site if the User violates the terms of this Agreement and / or any other conditions for using the Site that the User must comply with.

3. Personal data

3.1. The personal data that the User provides about himself on his own when registering (creating an Account) or in the process of using the Site, or that the Company receives in any other way, includes the following personal data of the User:

- E-mail address,

- surname, name and patronymic,

- phone number,

- country, region and city of residence.

3.2. Data that is automatically transmitted to the Company by the Site in the course of their use using the software installed on the device, including information on cookies, information about the User's device:

- Internet protocol address of the User's computer (for example, IP address),

- browser type,

- browser version,

- the pages of the Site, the time the User visited the Site, the time spent on these pages,

- unique device identifiers and other diagnostic data, mobile device type, mobile device IP address, mobile operating system, mobile Internet browser type, - cookies and other data of these files.

The information that the Company collects contains data, for example, on the number of users who visited the Site, the pages that were visited, data on whether the User visited the Site before and helps the Company to determine the services in which the User is most interested. This data also gives the Company the opportunity to improve and expand the User's experience. Cookie data (cookies) and similar tracking technologies are used by the Company to track activity and store information. Cookies are

with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to the browser from the website and stored on the User's device. The tracking technologies used are beacons, tags, and scripts to collect and track information and improve services. The user can refuse all cookies (by changing the browser settings). By refusing to use cookies, the User agrees that some parts (functions) of the Site may not be available for use.

4. Purposes of collecting and processing the User's personal data

4.1. The Company collects and stores personal data necessary to use the Site. User, by pressing a button:

"get participation conditions", "find out the cost and details about the course", "subscribe to webinar notifications", "find out the cost", "sign up for an interview", "learn more about the courses", "leave a request", "download", “download the book in PDF”, “learn more about the course”, “get access to the broadcast”, “get a link to the broadcast”, “download the book for free”, “get the book for free”, gives the Company consent to the processing of personal data for the purposes and in the ways specified in this Agreement, except for cases when the legislation provides for the mandatory storage of personal information for a period specified by law.

4.2. The Company processes the User's personal data, including collection, receipt, recording, systematization, accumulation, storage, clarification (updating, changing), use, transfer (provision, access),

blocking, deletion, destruction, both using automation tools and without the use of such means, as well as through mixed processing, for the following purposes:

- identification of the User when registering on the Site or authentication of the registered User;

- establishing feedback with the User, including sending notifications, requests regarding the use of the Site, processing requests and applications from the User;

- confirmation of the accuracy and completeness of personal data provided by the User;

- providing the User with effective customer and technical support in case of problems related to the use of the Site;

- monitoring the use of the Site;

- sending advertising messages to the User, providing the User with personal offers, additional opportunities for using the Site;

- improving user experience, quality of service and operation of the Site, ease of use, development of new services and services;

- analysis of data intended for the User, carrying out statistical and other studies of the User's interaction with the Company and third parties.

4.3. The User's personal data is stored by the Company for the period necessary to achieve the above purposes of processing such data. Personal data can be destroyed in cases provided for by the current legislation of Ukraine or at the official request of the User within 30 calendar days.

5. Conditions for processing the User's personal data

5.1. The processing of the User's personal data is carried out in accordance with the requirements of the Law of Ukraine "On the Protection of Personal Data".

5.2. With regard to all personal data of the User, their confidentiality is maintained and security is ensured.

5.3. The Company has the right to transfer the User's personal data and / or entrust their processing to third parties in the following cases:

5.3.1. the transfer is necessary for the use of the Site by the User;

5.3.2. in other cases provided for by the current legislation of Ukraine.

In addition, access to the User's personal data is provided to third parties if the provision of such access is necessary to achieve the purpose of processing personal data.

6. Measures taken to protect the User's personal data

6.1. When processing personal data, the Company takes the necessary legal, organizational and technical measures to protect personal information from unauthorized or accidental access, destruction, distortion, blocking, copying, provision, distribution of personal information, as well as other illegal actions in relation to the User's personal data.

6.2. The processing of the User's personal data is carried out on equipment located in secure premises with limited access. Processing is carried out by authorized employees of the Company and only in accordance with their professional or labor duties. Such persons are prohibited from disclosing this data even after the termination of labor relations with the Company.

7. Rights of the subject of personal data

By this, the User is notified of his rights as a subject of personal data in accordance with the Law of Ukraine "On the Protection of Personal Data". The user, as the subject of personal data, has the right to:

1) know about the sources of collection, location and their personal data, the purpose of their processing, location or place of residence (stay) of the owner or manager of personal data, or give an appropriate instruction to obtain this information to persons authorized by him, except as otherwise established by law;

2) receive information about the conditions for granting access to personal data, in particular information about third parties to whom his personal data is transferred;

3) access to their personal data;

4) receive no later than thirty calendar days from the date of receipt of the request, except as otherwise provided by law, an answer on whether his personal data is being processed, as well as receive the content of such personal data;

5) submit a reasoned demand to the owner of personal data with an objection to the processing of their personal data;

6) present a reasoned demand for the change or destruction of their personal data by any owner and manager of personal data, if these data are processed illegally or are unreliable;

7) to protect their personal data from illegal processing and accidental loss, destruction, damage due to deliberate concealment, non-provision or untimely provision of them, as well as protection from the provision of information that is unreliable or discredits the honor, dignity and business reputation of an individual;

8) file complaints about the processing of their personal data in accordance with the requirements of the current legislation;

9) apply legal remedies in case of violation of legislation on the protection of personal data;

10) issue warnings regarding the restriction of the right to process their personal data when giving consent;

11) withdraw consent to the processing of personal data;

12) know the mechanism of automatic processing of personal data;

13) to protect against an automated decision that has legal consequences for the User.

8. Obligations of the Company and the User

8.1. The user is obliged:

8.1.1. provide the Company with reliable personal information of the User necessary to use the Site;

8.1.2. inform the Company about changes in their personal data no later than 10 working days from the date of their change;

8.1.3. take appropriate measures to protect your Account and Registration Data from unauthorized use by others, in particular, not to disclose your password or provide other persons with access to the Account and immediately notify the Company in case of detection of such use.

8.2. The society is obliged:

8.2.1. use the received personal data of the User solely for the purposes specified in this Agreement;

8.2.2. ensure the confidentiality of the User's personal data;

8.2.3. perform other obligations stipulated by this Agreement and the legislation of Ukraine.

8.3. The Company is not responsible for the possible misuse of the User's personal data, which occurred as a result of:

- transfer by the User of the Account to third parties and / or transfer by the User of information from the Site to third parties who are not Users;

- technical problems that have arisen in software, servers or computer networks that are beyond the control of the Company;

- interruptions in the operation of the Site associated with the intentional or unintentional use of the Site for other purposes by third parties.

9. Protection of intellectual property rights

9.1. Except in cases expressly established by the current legislation of Ukraine, none of the elements of the Site may be copied (reproduced), processed, distributed, displayed in a frame, published, downloaded, transferred, sold or otherwise used in whole or in part without the prior permission of the copyright holder, except cases where the Company has expressly expressed its consent to the free use of the content of the Site or elements of the content of the Site by any person.

9.2. Nothing in this Agreement can be considered as a transfer of exclusive rights to the content of the Site (elements of the content of the Site).

9.3. The Company may remove from the Site or move (without notice) any materials at its sole discretion for any reason.

9.4. The Site may contain links to other sites on the Internet (Third Party Sites), articles, photographs, illustrations, graphics, music, sounds, videos, information, applications, programs and other materials belonging to or originating from third parties (Third Party Materials ), which are the result of intellectual activity and are protected in accordance with the legislation of Ukraine. The Company is not responsible for any information posted on third party websites that the User accesses through the Site or through the content of a third party, including, but not limited to, any opinions or statements expressed on third party websites or in their materials.

10. Notifications

10.1. The User can send any messages, ideas, feedback, suggestions to the email or postal address of the Company specified in this Agreement. By sending messages, the User confirms that they do not contain confidential information and / or information belonging to a third party, and agrees that the Company does not assume an obligation to maintain the confidentiality of the information received, and the User expresses his consent to the free processing by the Company ( including the use, modification and transfer to third parties) of the information received. The user does not have the right to demand from the Company any compensation of any kind for voluntarily provided information.

10.2. Any messages that, in accordance with this Agreement, the Company can and / or must send to the User, can be sent in any way at the discretion of the Company, including sent by mail, sent via SMS messages, or by e-mail. The User agrees to receive any messages from the Company, including those of an advertising or informational nature. The User has the right to inform the Company at any time about his refusal to receive messages of an advertising or informational nature. In the event of such a refusal, the User will directly notify the Company in accordance with this Agreement.

11. Changes or additions to this Agreement

11.1. This Agreement may be amended and/or supplemented by the Company unilaterally without prior notice to the User. Changes and/or additions made to the Agreement shall come into force from the moment the new version of the Agreement is published on the Website.

11.2. Continued use of the Site by the User after making changes and / or additions to the Agreement means the User's consent to such changes and / or additions. If the User disagrees with the changes and / or additions made, he is obliged to stop using the Site.