



Aquanima Privacy Policy

PRIVACY POLICY APPLICABLE TO THOSE SUPPLIERS THAT CONTRACT WITH AQUANIMA ESPAÑA (IBÉRICA DE COMPRAS CORPORATIVAS, S.L.)

I.- Additional information on data protection

IBÉRICA DE COMPRAS CORPORATIVAS, S.L. (hereinafter referred to as "Aquanima") complies fully with regulations governing the protection of personal data, particularly REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as "GDPR"), so that the processing of the personal information provided through this platform (hereinafter referred to as the "Platform") will be carried out in compliance with the required guarantees and legal obligations.

In compliance with current regulations, Aquanima has implemented the appropriate technical and organisational measures to guarantee an adequate level of security, as well as to avoid the loss, misuse, alteration, unauthorised access and theft of the data provided. Likewise, Aquanima guarantees that it complies with the duty of secrecy and confidentiality with respect to the personal data provided on the form enabled in this Platform.

The disclosure of the personal data that the data subjects provide through the Platform, being natural persons who intervene on behalf of a supplier as representatives or natural persons who intervene as suppliers and in their own name (hereinafter referred to as "the data subjects"), is a necessary requirement to enable the suppliers to use the functions offered by Aquanima through the Platform and for certificating its own suppliers.

II.- Data controller

The controller of the personal data of data subjects is IBÉRICA DE COMPRAS CORPORATIVAS, S.L., with registered office at Avda. De Cantabria s/n, edificio Arrecife, Planta 0, 28660 – Boadilla del Monte (Madrid), Tax ID No. B-82797713, and registered in the Mercantile Registry of Madrid under Volume 15,946, Book 0, Folio 151, Section 8, Page M-269630.

The email address of the data controller is as follows:
gestion.gdpr@aquanima.com

III.- Purpose of personal data processing and legitimate interests

1. **Registering the supplier on the Platform:** Aquanima will use the personal data of data subjects who act as representatives of the supplier to carry out whatever steps are necessary to register the supplier on the Platform and to manage and address any doubts, questions and suggestions that the data party may raise in relation to the services provided by Aquanima. The legitimating basis of this processing is the legitimate interest of the parties.
2. **Procedure for registering a supplier-authorized user to use the Platform:** Aquanima will use the personal data of administrator users from the supplier's profile to enable access to the Platform's tools contracted by the supplier. The legitimating basis of this processing is the legitimate interest of the parties.
3. **Managing the process for certifying and negotiating with Aquanima's suppliers.** Aquanima may use the data provided by the data subjects to establish a contact in relation to the certification and/or negotiation process, as well as to keep them informed about any progress in relation to said processes. The legitimating basis of this processing is the legitimate interest of the parties.
4. **Management and support for using Aquanima's tools:** Aquanima may use the data provided by the data subjects to manage and provide support to the supplier in relation to the use of the features offered through Aquanima. The legitimating basis of this processing is the legitimate interest of the parties.
5. **Voice recordings of the data subjects to maintain service quality.** Aquanima may record the data subject's personal data, including "voice" data, when they have telephone conversations

with Aquanima, and use the recordings as evidence in and out of court, if necessary. This processing is necessary for Aquanima's legitimate interests.

IV.- Data storage period

The personal data provided will be kept (i) as long as the contractual relationship with the supplier is maintained, if applicable, (ii) until the right to erasure is requested by the data subject, and (iii) as long as it cannot be deleted because it is needed to comply with a legal obligation or for the establishment, exercise or defence of claims.

If the data subject exercises their right to erasure, their personal data will be kept blocked during the legally established statute of limitations to attend to the possible responsibilities arising from the processing thereof.

V.- Communication of the data

Aquanima informs you that the companies of the Aquanima group may have access to the personal data provided by the data subjects through the Platform, in order to perform the contract and provide the services offered by Aquanima in different territories.

Specifically, the Aquanima group companies are listed below:

Aquanima Germany: Ibérica de Compras Corporativas SL - Niederlassung Deutschland

Aquanima United Kingdom: Ibérica de Compras Corporativas SL - Aquanima UK

Aquanima Portugal: Ibérica de Compras Corporativas SL - Sucursal Em Portugal

Aquanima Brazil: Aquanima Brasil, Ltda.

Aquanima Chile: Aquanima Chile, S.A

Aquanima Mexico: Aquanima Mexico S. de R.L. de C.V

Aquanima United States: NW Services, Co.

Aquanima Argentina: Aquanima Argentina, S.A

The location of each of the aforementioned companies can be viewed by clicking on the following link:

<https://www.aquanima.com>

The personal data of the data subjects may be included in international data transfers, since some of the aforementioned companies are not

within the European Economic Area, so they do not have an adequate level of personal data protection. In this regard, the data subjects are aware that the processing of data outside the European Union may entail a security risk concerning these data, which would no longer be protected by the guarantees required by European regulations, in light of the absence of a Commission decision concerning adaptations with respect to the third country concerned. Notwithstanding the foregoing, Aquanima states that it has applied the technical and organisational security measures needed to procure and guarantee the security of the data subjects' personal data.

Country	Company	Guarantees (*)
Brazil	Aquanima Brasil, Ltda.	Exceptions for specific situations pursuant to Article 49 of the GDPR (*).
Chile	Aquanima Chile, S.A	
Mexico	Aquanima México S. de R.L. de C.V.	
United States	NW Services, Co.	
Argentina	Aquanima Argentina, S.A	Country with an adequate level of data protection under Commission Decision 2003/490/EC of 30 June 2003.

- (*) Aquanima makes this international transfer of data under Article 49.1b) of the GDPR given that this processing is needed for the performance of the contract between the data subject and Aquanima.

VI.- Rights of the data subjects

Data subjects may exercise their right of access, rectification or erasure of data, as well as request that the processing of their personal data be restricted, oppose it, request the portability of their data, and to not be subject to individual automated decisions, sending a written communication to the following email address

gestion.gdpr@aquanima.com or by post to Avda. de Cantabria s/n, edificio Arrecife, Planta 0, 28660 - Boadilla del Monte (Madrid). The communication must be accompanied by the National Identity Document or any other official document that proves the identity of the data subject in question.

Without prejudice to any other administrative appeal or legal action, data subjects shall be entitled to submit a complaint to the Control Authority, in particular in the Member State in which they have their habitual residence, place of work or place of the alleged infringement, if they consider that the processing of their personal data has not been adapted to the regulations, and if their rights are not exercised. In such a case, the Supervisory Authority with which the complaint was filed shall inform the claimant about the progress and the outcome of the claim.