

## LEGAL NOTICE AND PRIVACY POLICY

### OWNERSHIP

In compliance with article 10 of Law 34/2002, of 11 July, of Information Society Services and Electronic Commerce, it is hereby stated that this website belongs to the entity:

#### Who is responsible for processing your data?

LANGUAGE KINGDOM, SL. Tax number: B74362781

Address: C/ PARAISO, 23, 33009, OVIEDO.

Phone: 697576517

Email: [info@usdiploma.net](mailto:info@usdiploma.net)

Website: [www.usdiploma.net](http://www.usdiploma.net)

Company registration:

- Company: LANGUAGE KINGDOM, SL, registered in the Trade Register of OVIEDO, page: AS – 46 474, Volume: 4075, Entry 1, Folio: 128.

You can get in contact with us using any of those channels.

We reserve the right to modify or adapt this Privacy Policy at any moment. We recommend that you revise it, and if you are already registered and log into your account, you will be notified of any modifications.

If you belong to any of the following collectives, consult the information in the pull-down menu:

#### + WEBSITE OR EMAIL

#### What sort of data do we collect on our site?

We may process your IP, what operating system or browser you use, and even the duration of your visit, anonymously.

If you provide any data on the contact form, you will identify yourself so that we can contact you, if necessary.

#### For what purposes do we process your personal data?

- Answer your enquiries and requests.
- Manage the service you have requested, respond to your enquiry, or process your request.

- Information related to your request through electronic means.
- Commercial or event-related information through electronic means, provided there is express authorization.
- Conduct analysis and develop improvements on the Site, related to our products and services. Improve our business strategy.

**On what legal basis is your data processed?**

The acceptance and consent of the interested party: In cases where a form must be completed and a "submit" button has to be clicked on, doing so will necessarily imply that you have been informed and have granted express consent to the content of the clause annexed to said form or the acceptance of the privacy policy. Required details are marked with an \* on all of our forms. If you do not fill in those fields or check the privacy policy checkbox, the information cannot be submitted. It is normally introduced by this formula: " I am at least 14 years old and have read the privacy policy."

**+ NEWSLETTER****What data do we collect through the newsletter?**

On the site, you can subscribe to the Newsletter if you provide an email address, to which the Newsletter will be sent.

We will only store your email address on our database, and will email you periodically, until you unsubscribe or we stop emailing you.

You will always have the option of unsubscribing in any communication.

**For what purposes do we process your personal data?**

- Manage the service requested.
- Information related to your request through electronic means.
- Commercial or event-related information through electronic means, provided there is express authorization.
- Conduct analysis and develop improvements on the Site, related to our products and services. Improve our business strategy.

**On what legal basis is your data processed?**

The acceptance and consent of the interested party: In order to subscribe, you have to click on a checkbox and a "submit" button. >Doing so will necessarily imply that you have been informed and have granted express consent to receiving the newsletter.

If you do not check the privacy policy checkbox, the information cannot be submitted. It is normally introduced by this formula: " I am at least 14 years old and have read the privacy policy."

### **+ CUSTOMERS**

#### **For what purposes do we process your personal data?**

- Carry out the registration in courses through communications between both parties.
- Information related to your request through electronic means.
- Commercial or event-related information through electronic means, provided there is express authorization.
- Manage administrative, communication and logistics services carried out by the Controller.
- Invoicing and declaration of the appropriate taxes.
- Conduct the necessary transactions.
- Control and recovery management.

### **+ SOCIAL NETWORKS**

#### **For what purposes do we process your personal data?**

- Answer your questions, enquiries and requests.
- Manage the service requested, respond to your enquiry or process your request.
- Connect with you and create a community of followers.

#### **On what legal basis is your data processed?**

The acceptance of a contractual relationship in the environment of the relevant social network, and according to their privacy policies:

Facebook <http://www.facebook.com/policy.php?ref=pf>

Instagram <https://help.instagram.com/155833707900388>

Twitter <http://twitter.com/privacy>

Google\* <http://www.google.com/intl/es/policies/privacy/>

\*(Google+ and Youtube)

#### **How long are we going to retain your personal data?**

We can only consult or remove your data to a limited extent due to you having a specific profile. We will process your data as long as you allow us to do so by following us, "friending" us or clicking "like," "follow" or similar buttons.

Any rectification of your data or restriction of your information or posts must be done through your profile or account settings on the social network itself.

#### **Do we process the data of third parties?**

No, as a general rule, we only process the data given to us by its owners. If you give us the data of third parties, you must inform them and ask for their consent in advance, otherwise you will be exempting us of any liability arising from not complying with this provision.

## **What about the data of minors?**

We do not provide the data of children under 14. Therefore, please refrain from disclosing to us the data of children under 14 or the data of third parties under said age. LANGUAGE KINGDOM, SL will not be held accountable for any liability arising from not complying with this provision.

## **Do we send communications through electronic means?**

- We will only send them to process your request, if it is one of the means of contact you have provided to us.
- We will only send commercial communications if you have given prior express authorization.

## **What safety measures do we apply?**

You can rest assured. We have implemented an optimal level of protection in the processing of personal data. Also, we have put in place all the means and techniques at our disposal according to the state of the technology in order to prevent loss, misuse, alteration, unauthorized access and theft of the personal data.

## **To which parties will your data be communicated?**

We will not disclose your data to third parties, except in case of legal obligation. Specifically, we will communicate your data to the Spanish Tax Administration Agency as well as banks and financial entities in order to charge for the service or products acquired, as well as to the processors required to execute the agreement.

In case of purchase or payment, if you opt for an application, website, platform, bank card, or any other online service, your data will be provided to said platform or processed in their environment, with maximum safety.

When ordered by us, the company in charge of the site's development and maintenance, or the hosting company, will have access to the site. They have signed a service provision contract which obliges them to maintain the same level of privacy as we do.

Any international transfer of data when using American applications shall adhere to the Privacy Shield agreement, which ensures that American software companies follow European data protection policies with regard to privacy.

## **What are your rights?**

You have the right to:

- Know if we are processing your data or not.
- Access your personal data.
- Request rectification of your data if it is inaccurate.
- Request the erasure of your data if it is no longer needed for the purposes for which it was collected, or if you withdraw the consent you gave us.
- Request limitations on the processing of your data, in some instances, in which case we will only retain it in accordance with current law.
- Receive your data, which shall be given to you in a structured format, of common use or machine-readable. If you prefer, we can send it to the new processor appointed by you. This is only valid in some instances.
- Complain to the Spanish Data Protection Agency or competent control authority if you believe we have not served you properly.
- Revoke your consent to any data processing you have consented to, at any moment.

If you modify any details, we would appreciate it if you could notify us so that we can keep your data up to date.

## **Do you need an exercise of rights form?**

- We have forms that allow you to exercise your rights. You may request them via email or, if you prefer, you may use the forms issued by the Spanish Data Protection Agency or by third parties.
- These forms must be electronically signed and have a photocopy of your national ID attached.
- If you are represented by someone, you must attach a copy of his national ID, or have him/her sign the form electronically.
- The forms may be submitted in person, via letter or email to the address of the processor at the beginning of this text.

## **How long does it take for us to respond to your Exercise of Rights?**

It depends on the right, but it will take no longer than one month after receiving your request, and two months in the case of complex issues. In the event

that we need more time, we will notify you.

### **Do we process cookies?**

If we use any sort of cookies other than the required ones, you will be able to consult the cookie policy in the appropriate link on our website's home page.

### **How long do we retain your personal data?**

- Personal data will be retained as long as you are connected to us.
- Once your relationship with us is finished, the personal data processed for each purpose will be retained during the periods of time foreseen in the applicable law, including the period in which a judge or court may require them, in accordance with the limitation period for legal actions.
- The data processed shall be retained until the abovementioned legal periods end, if there were a legal obligation to retain it. Or if said period does not exist, until the interested party requests their erasure or revokes his/her consent.
- We will retain all data and communications related to your purchase or our service provision until the guarantees of said products or services expire in order to address potential complaints.

## **USERS**

Access to or use of the web portal of LANGUAGE KINGDOM, SL confers the performer the status of USER, who accepts, by accessing and using it, the General Terms reflected here. Said Terms will apply independently from the General Contract Terms that must be complied with.

## **USE OF THE PORTAL**

[www.lkidiomas.com](http://www.lkidiomas.com) provides access to a range of information, services, programs or data (henceforth, "contents") on the Internet which belong to LANGUAGE KINGDOM, SL or its licensors, to which the USER may have access to. The USER takes responsibility for the use of the portal. Said responsibility also applies to the registration that may be necessary to access certain services or contents. During said registration the USER will be responsible for providing truthful and lawful information. As a consequence of this registration, the USER may be given a password for which he/she will be responsible, and he/she undertakes to make

diligent and confidential use of it. The USER undertakes to make proper use of the contents and services LANGUAGE KINGDOM, SL may provide through its portal and not to use them in certain ways, which include but are not limited to (i) engage in activities which are illicit, unlawful or contrary to good faith and public order; (ii) spread content or propaganda which is racist, xenophobic, unlawful-pornographic, encourages terrorism or attacks human rights; (iii) cause damage to the physical or logical systems of LANGUAGE KINGDOM, SL, its suppliers or third parties, introduce or disseminate computer viruses on the site or any other physical or logical systems susceptible to cause said damage; (iv) attempt to access or use the email accounts of other users to modify or manipulate their messages. LANGUAGE KINGDOM, SL reserves the right to remove all comments and contributions which infringe upon respect for personal dignity, or which are discriminatory, xenophobic, racist, pornographic, jeopardize youth or children, public order or that the company does not deem appropriate for publication. In any event, LANGUAGE KINGDOM, SL shall not be held accountable for the opinions posted by the users through the forums, chats or other means of participation.

## **INTELLECTUAL AND INDUSTRIAL PROPERTY**

LANGUAGE KINGDOM, SL by itself or as transferee, owns all of the intellectual and industrial property rights of its website, as well as all the elements contained therein (including, but not limited to, images, sounds, audio, video, software or texts; brands or logotypes, color combinations, structure and design, selection of materials used, computer programs required to operate, access and use it, etc.), owned by LANGUAGE KINGDOM or its licensors. All rights reserved. Pursuant to the provisions of articles 8 and 32.1, second paragraph, of the Intellectual Property Law, it is forbidden to reproduce, distribute or publicly communicate, including any means of making available, all or part of the contents of this website for commercial purposes, on any support and through any technical means, without the consent of LANGUAGE KINGDOM, SL. The USER undertakes to respect the Intellectual and Industrial Property ownership of LANGUAGE KINGDOM, SL. They may view, copy, and store the contents on the hard drive of their computer or any other physical support as long as it is exclusively for their own personal and private use. The USER shall refrain from erasing, altering, eluding or manipulating any protection device or security system installed on the websites of LANGUAGE KINGDOM, SL.

## **IP ADDRESSES**

The website's servers may automatically detect the IP address and domain name used by the user. An IP address is a number which is automatically assigned to a computer when it goes online. All this information is stored in a duly registered activity file which allows the data to be processed later only for the purpose of obtaining statistical measurements in order to find out the number of page impressions, visits to the site's services, order of the visits, point of access, etc.

## **EXCLUSION OF GUARANTEES AND LIABILITY**

LANGUAGE KINGDOM, SL is not liable, in any event, for the damages of any nature that may arise from, without limitation: errors or omissions in the contents, lack of availability of the portal or transmission of viruses or malicious or harmful software in the contents, even if all necessary technological measures to prevent such an event are in place.

## **MODIFICATIONS**

LANGUAGE KINGDOM, SL reserves the right to, without prior warning, perform any modifications they deem appropriate on their portal, including changing, erasing or adding contents or services available on its site, as well as the way these are presented or their location on the portal.

## **LINKS**

In the event that [www.lkidiomas.com](http://www.lkidiomas.com) posts links or hyperlinks to other websites on the Internet, LANGUAGE KINGDOM, SL shall not exercise any kind of control over said sites and contents. Under no circumstances will LANGUAGE KINGDOM, SL take responsibility for the contents of said link belonging to a third party's site, nor will it guarantee the technical availability, quality, reliability, accuracy, extent, truthfulness, validity and legality of any materials or information contained in any of the hyperlinks or other Internet sites. Similarly, the inclusion of said external connections does not imply any kind of association, merger or involvement with the linked entities.

## **RIGHT OF EXCLUSION**

LANGUAGE KINGDOM, SL reserves the right to deny or withdraw access to the portal and/or the services provided without prior notice, at its own request or at that of a third party, to users who fail to comply with these General Terms of Use.

## **GENERALITIES**

LANGUAGE KINGDOM, SL shall prosecute non-compliance with these terms, as well as any improper use of its portal by exercising all civil and criminal actions that may apply.

## **MODIFICATION OF THESE TERMS AND DURATION**

LANGUAGE KINGDOM, SL may modify these terms at any time, duly published as they are here. The terms will be valid during the time they are displayed and shall remain in effect until they are modified by other duly published terms.

## **SECURITY**

The website uses data security techniques accepted in the industry, such as firewalls, access control procedures and cryptographic mechanisms, all for the purpose of preventing unauthorized access to the data. In order to achieve this, the user/customer accepts that the provider will collect data for the purposes of authentication of the access controls.

Any recruitment process, or any process which involves the disclosure of high-level data (health, ideology...), the data will always be transmitted through a safe communication protocol (<https://>,...), in such a way that no third party will have access to the electronically transmitted information.

## **APPLICABLE LAWS AND JURISDICTION**

The relationship between LANGUAGE KINGDOM, SL and the USER shall be governed by Spanish law and any dispute shall be submitted to the appropriate courts and tribunals.