

## **Legal notice**

The access to the web site [www.dive-medical.com](http://www.dive-medical.com), property of DIVE medical S.L., implies the acceptance of the following terms and conditions of use and your commitment to respect them.

### **I. General information about the company**

Name: DIVE Medical, S.L. (hereinafter, "**DIVE**")

Address: BIC Guipúzcoa  
Edificio TANDEM  
Paseo Miramón 170  
20014 San Sebastián

CIF: B-99565889

Contact email: [info@dive-medical.com](mailto:info@dive-medical.com)

### **II. DIVE Privacy Policy**

In accordance with the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, hereinafter RGPD and Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, DIVE has established the Privacy Policy described below.

Sending data through this site will imply the express and unequivocal consent of the user to the processing of their personal data in accordance with this Privacy Policy.

#### **The purpose for which we use your personal data**

Your personal data will only be used for the following purposes:

- In the case of contacts and requests for information: to process and respond to any inquiries they send us, as well as to send the interested party information about our products and news from our company, including financial information, and about investment possibilities.
- In the case of clients: to manage contracts, including administrative, economic, and accounting management.
- In the case of suppliers: to manage contracts, orders, and payments, as well as to maintain a database of contacts for possible future contracts and/or collaborations.
- In the case of data sent for job search: the creation of an employment exchange that allows personnel selection processes.

We do not process your personal data for any purpose other than those described here, except by legal obligation or administrative or judicial requirement.

#### **Responsible for data processing**

The person responsible for the processing of your personal data is:

DIVE Medical, S.L.  
CIF: B-99565889

Registered in the Mercantile Registry of Guipúzcoa, Volume 3097, Folio 71, Page SS-45726.

Registered Office: BIC Guipúzcoa  
Edificio TANDEM  
Paseo Miramón 170  
20014 San Sebastián

Contact email: [info@dive-medical.com](mailto:info@dive-medical.com)

### **How long we will keep your data**

We confirm that we will keep your personal data for a period of 10 years or for the duration of our business relationship with you. Once this period has elapsed, we will destroy your data using secure methods.

### **Use of your personal data**

The processing of personal data is legitimized on the basis of Article 6.1.a) of the GDPR, when there is consent by the data subject, as well as on the basis of Article 6.1.f) of the GDPR, when there is a legitimate interest on the part of the Responsible for data processing, which is specified in the existence of a prior connection with the same purpose as that pursued with the processing of the data, which would meet the legally established requirements for the legitimate processing of data.

- a) DIVE guarantees that your data will not be disclosed to third parties without your prior and express consent.
- b) DIVE has adopted the legally required levels of security for the protection of personal data and has installed the technical means and measures within its reach to prevent the loss, misuse, alteration, unauthorized access, and theft of the same.

### **You have the following rights**

- **Access or rectification:** to consult and/or request the modification of your personal data.
- **Deletion:** to request the deletion of your personal data.
- **Opposition or limitation:** to request that your personal data not be processed or to establish a limitation in the processing.
- **Portability:** to request the transmission of your personal data to a third party who has authorized us.

You may exercise your rights of access, rectification, deletion, and opposition to its treatment, limitation or portability, by sending a communication, with the reference "**Data Protection**", to DIVE Medical, S.L. with address at BIC Guipúzcoa, Edificio TANDEM, Paseo Miramón 170, 20014 San Sebastián, or to the e-mail [info@dive-medical.com](mailto:info@dive-medical.com). To do so, you must attach a photocopy of your ID card or passport.

If you are unable to satisfactorily exercise the rights listed here, you may file a complaint with the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

### **III. Cookies**

#### Definition and Function

A cookie is a file that is downloaded to your computer when you access certain web pages. Cookies allow a website, among other things, to store and retrieve information about the browsing habits of a user or their computer and, depending on the information they contain and the way you use your computer, can be used to recognize the user.

This website uses the following types of cookies

Google Analytics: Analytical Cookies, are those that well treated by us or by third parties, allow us to quantify the number of users and thus perform the measurement and statistical analysis of the use made by users of our website. To do this, your browsing on our website is analyzed in order to improve access and use of its contents.

See this link where you can consult the privacy policy of these Google services.

<https://policies.google.com/technologies/types?hl=es>

Revocation and deletion of cookies:

You can allow, block or delete cookies installed on your computer by configuring the options of the browser installed on your computer.

- For more information about the Firefox browser click here.  
<https://www.habilitarlascookies.com/como-habilitar-las-cookies-en-firefox.html>
- For more information about the Chrome browser click here.  
<https://support.google.com/chrome/answer/95647?co=GENIE.Platform%3DAndroid&hl=es>
- For more information about the Explorer browser click here.  
<https://support.microsoft.com/es-es/topic/eliminar-y-administrar-cookies-168dab11-0753-043d-7c16-ed5947fc64d>
- For more information about the Safari browser click here.  
<https://www.habilitarlascookies.com/como-habilitar-las-cookies-en-safari.html>
- For more information about the Opera browser click here.  
<https://www.habilitarlascookies.com/como-habilitar-las-cookies-en-opera.html>

### **IV. Confidentiality and security**

DIVE undertakes to treat the User's personal data confidentially, adopting the necessary technical and organizational security measures to ensure the security of your personal data and avoid its alteration, loss, treatment and/or unauthorized access, taking into account the state of technology, the nature of the data stored and the risks to which they are exposed.

### **V. Use of services and contents**

The User undertakes to make correct and lawful use of the services and information on the website owned by DIVE.

Likewise, in those services that may be offered by the website, the user agrees not to publish, disclose, disseminate, communicate, or distribute any material and / or, in general, information or opinions, whose contents are contrary to the law, morality or public order, defamatory or pornographic content, violate the honor and image of DIVE, its brands or third-party rights or, in general, may offend the sensibilities of other visitors or users. It is also forbidden to make any use or use of the website, social profiles, forums, etc. with the purpose of obtaining a profit or that, in general, may involve damage or unfair behavior with DIVE (for example, diverting traffic to another website).

For its part, DIVE assumes no liability whatsoever as a result of the incorrect use of the website that the user may carry out, both of the information and the services contained therein and reserves the right to modify or, if necessary, remove such content or information immediately, without giving rise to compensation of any kind.

Likewise, DIVE reserves the right to modify, suspend, cancel, or restrict the content of the website, the links or the information obtained through it, without prior notice.

In no event shall DIVE, its administrators, directors and/or agents, and employees be liable for any damages, losses, claims or expenses of any kind, whether arising directly or indirectly from the use and/or dissemination of the website or the information acquired or accessed by or through it, or from computer viruses, operational failures or interruptions in the service or transmission or line failures in the use of the website, whether by direct connection or by link or other means, constituting for all legal purposes a warning to any user that these possibilities and events may occur.

DIVE is not responsible for any sites not owned by DIVE that may be accessed through links or any content made available by third parties. DIVE does not endorse or warrant any information obtained by or through a link, nor shall DIVE be liable for any loss, claim or damages arising from the use or misuse of a link, or information obtained through a link, including other links or sites, interruption in service or access, or attempted use or misuse of a link.

## **VI. Links**

It is prohibited to establish a link to, or post content from any URL to the DIVE Web Site without the express written permission of DIVE.

## **VII. Intellectual and Industrial Property**

The Intellectual and Industrial Property rights and rights of exploitation and reproduction of this website, its pages, screens, trademarks, names, logos, sounds, videos, and/or communications, the information they contain, their appearance, and design are the exclusive property of DIVE or have been licensed or assigned by their legitimate owners. Any improper use of the same by persons other than their legitimate owner and without the express and unequivocal consent of the latter may be denounced and prosecuted.

Only the downloading, copying and printing of the contents for personal and private use is permitted.

It is prohibited:

- The use and exploitation of the contents for advertising, promotional and/or commercial purposes of any kind.
- Reproduce, transmit, modify or delete the information, content, or warnings of this website without the prior written authorization of DIVE.
- Decompile, reverse engineer or, in general, transmit in any way or make derivative works of the computer programs necessary for the operation and access of this website and the services contained herein.

### **VIII. Disclaimer of warranties and liability**

DIVE is not responsible, in any case, for damages of any nature that may cause, but not limited to: errors or omissions in the contents, lack of availability of the portal, or the transmission of viruses or malicious or harmful programs in the contents, despite having taken all the necessary technological measures to prevent it.

### **IX. Links**

In the event that [www.dive-medical.com](http://www.dive-medical.com) contains links or hyperlinks to other Internet sites, DIVE shall not exercise any control over such sites and content. Under no circumstances will DIVE assume any responsibility for the contents of any link belonging to another website, nor guarantee the technical availability, quality, reliability, accuracy, comprehensiveness, accuracy, validity and constitutionality of any material or information contained in any such hyperlinks or other Internet sites. Likewise, the inclusion of these external connections shall not imply any type of association, merger or participation with the connected entities.

### **X. Right of exclusion**

DIVE reserves the right to deny or withdraw access to the portal and/or the services offered without prior notice, at its own request or at the request of a third party, to those users who do not comply with these General Conditions of Use.

### **XI. Generalities**

DIVE will pursue the breach of these conditions as well as any misuse of its website exercising all civil and criminal actions that may correspond by law.

### **XII. Applicable law and jurisdiction**

These terms and conditions are governed by Spanish Law, and the Courts and Tribunals of the city of San Sebastián shall be competent to hear any questions that may arise regarding the interpretation, application and compliance with these terms and conditions.

### **XIII. Modification of the Privacy Policy**

DIVE reserves the right to modify the Privacy Policy at any time in order to adapt it to the legislation in force at any given time. In this case, the changes introduced will be applicable as of the date on which said modification is published.

DIVE also reserves the right to make unannounced changes it deems appropriate in its website, may change, delete or add content and services provided through the same as the way in which they are presented or located on its website.

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