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Licence

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6. Each product reference on this website is offered subject to a separate full product description which sets out additional specific conditions related to that product including, without limitation, terms and conditions concerning estimated delivery dates, times, warranties, after sales, service and guarantees. Such product descriptions and other details are available from your local Design and Technical Services BCN S.L

7. We will take all reasonable care to ensure all details, descriptions and prices of products appearing on this website are correct. Although we aim to keep this website as up to date as possible, the information including product descriptions appearing on this website at a particular time may not always reflect the actual position.

8. If you are uploading content by invitation, we recommend that you do not use this website as your exclusive repository for storing such content. If the uploaded content does not belong to you, you are responsible for obtaining any required third party permissions before uploading such content. Design and Technical Services BCN S.L may or may not pre-screen or review uploaded content. Design and Technical Services BCN S.L retains the right, but not obligation, to do so and to remove uploaded content. You are responsible for any content you upload and publish on this website.



9. To provide increased value to our users, we may provide links to other websites or to resources for you to access at your sole discretion. If accessing such link you agree that, as you have chosen to enter the linked website, we are not responsible for the availability of such external websites or resources, and do not review, monitor or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy or security practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, or (iv) for any damage, loss or offence caused, or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

10. Design and Technical Services BCN S.L does not represent or promise that this website or these website services will be continuously available. We reserve the right at any time and for any reason to modify or withdraw, temporarily or permanently, this website (or any part thereof) with or without notice to you.

11. You may access the services available from this website by linking to the server on which this website is hosted. These website services are provided from this server on an 'as is' and 'as available' basis. Any services you take from this website are taken by you at your own risk. Your access to this website and any services you take from this website are dependent on your ability to connect to this website and the availability, efficacy and integrity of the transmission networks existing between this website and the device you use to access this website. Design and Technical Services BCN S.L is not responsible for providing, or for the availability, suitability or efficiency of these transmission networks. Substandard transmission networks may detract from a successful user experience.

1. Data and Privacy Introduction

This privacy notice provides you with details of how we collect and process your personal data through your use of our site www.schwalgiendesign.com

By providing us with your data, you warrant to us that you are over 13 years of age.

Schwalgien Design and Schwalgien Yacht Design is the data controller and we are responsible for your personal data (referred to as "we", "us" or "our" in this privacy notice).

Contact Details

Our full details are:

Full name of legal entity: Design & Technical Services BCN S.L

Email address: hello@schwalgien.com

Postal address: Carrer de Casp 41 Atico B 08010 Barcelona, Spain

It is very important that the information we hold about you is accurate and up to date. Please let us know if at any time your personal information changes by emailing us at hello@schwalgien.com



2. WHAT DATA DO WE COLLECT ABOUT YOU, FOR WHAT PURPOSE AND ON WHAT GROUND WE PROCESS IT

Personal data means any information capable of identifying an individual. It does not include anonymised data. We may process the following categories of personal data about you:

Communication Data that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.

Customer Data that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address email address, phone number, contact details, purchase details and your card. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.

User Data that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back-ups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.

Technical Data that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyse your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.

We may use Customer Data, User Data, and Technical Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

Sensitive Data

We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offences.

We require your explicit consent for processing sensitive data, so when you submit your details, we will send you a further communication asking for you to confirm your consent to this processing.

Where we are required to collect personal data by law, or under the terms of the contract between us and you do not provide us with that data when requested, we may not be able to perform the contract (for example, to deliver goods or services to you). If you don't provide us with the requested data, we may have to cancel a product or service you have ordered but if we do, we will notify you at the time.



We will only use your personal data for a purpose it was collected for or a reasonably compatible purpose if necessary. For more information on this please email us at hello@schwalgien.com. In case we need to use your details for an unrelated new purpose we will let you know and explain the legal grounds for processing.

We may process your personal data without your knowledge or consent where this is required or permitted by law. We do not carry out automated decision making or any type of automated profiling.

3. MARKETING COMMUNICATIONS

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However you can still opt out of receiving marketing emails from us at any time. Before we share your personal data with any third party for their own marketing purposes we will get your express consent.

You can ask us or third parties to stop sending you marketing messages at any time by emailing us at hello@schwalgien.com at any time. If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

4. DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below:

Service providers who provide IT and system administration

Professional advisers including lawyers, bankers, auditors and insurers

Government bodies that require us to report processing

Third parties to whom we sell, transfer, or merge parts of our business or our We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

5. INTERNATIONAL TRANSFERS

We do not transfer your personal data outside the European Economic Area (EEA).

6. DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.



7. DATA RETENTION

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorised use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they stop being customers.

In some circumstances we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

8. YOUR LEGAL RIGHTS

Under data protection laws you have rights in relation to your personal data that include the right to request access, correction, erasure, restriction, transfer, to object to processing, to portability of data and (where the lawful ground of processing is consent) to withdraw consent.

You can see more about these rights at:

The EU General Data Protection Regulation (iapp.org) If you wish to exercise any of the rights set out above, please email us at hello@schwalgien.com

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive or refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you.

If you are not happy with any aspect of how we collect and use your data, you have the right to complain to the XXXXX. We should be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.

9. THIRD-PARTY LINKS

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

10. COOKIES

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see our cookies policy.

