

## USA

### I. General Terms and Conditions of Use

These General Terms and Conditions of Use (hereinafter "the General Terms"), together with the Privacy Policy, govern the access and use by Users of the website [www.unisonobpo.com](http://www.unisonobpo.com) (hereinafter, "the Website"). By accepting these General Terms, the user (hereinafter, 'the User') declares:

- That they have read, understood and comprehended the information contained herein
- That they accept all of the obligations expressed herein.

Use of the website constitutes your agreement as a user to the entire contents of these General Terms and Conditions of Use. Users must carefully read these General Terms each time they access the Website, as they may be modified at any time.

The owner of the Website reserves the right to make any change or update at any time and without the need for any prior notification to the contents and services thereof, to these General Terms and Conditions of Use, and in general to any elements included in the design and configuration of the Website.

#### **1. General information about the website**

Pursuant to the provisions of applicable state and federal laws and regulations, we provide the following general information in relation to the Website:

**Owner:** Unisono Business Solutions, LLC (hereinafter, 'Unisono').

**Registered address:** 2500 Plaza 5 Financial Center, Suite 2518, Jersey City, New Jersey 07311, USA

**Telephone:** (201) 633-4712

**E-mail:** [info@unisonobpo.com](mailto:info@unisonobpo.com)

### **2. Conditions of Use**

#### **2.1. Access to the Website**

Access to the Website is free, except for the cost of connecting to it via the telecommunications network provided by the service supplier contracted by the User.

#### **2.2. Registration**

In general, Users do not need to register in order to access the services and contents of the Website. All data entered by the User must be exact, up to date and truthful at all times.

#### **2.3. Website Rules and Regulations**

Users are obliged to use the Website and all of its contents and services in accordance with the rule of law, ethical standards and public order, and with these General Terms and Conditions. Users are also required to make proper use of the services and/or contents of the Website and to refrain from using them for any kind of illicit or criminal purposes, which may affect the rights of third parties and/or infringe any laws regarding intellectual and industrial property, or any other type of applicable legislation.

Users must not transmit, introduce, distribute and make available to third parties any kind of material and information (data, contents, messages, illustrations, sound and image files, photographs, software, etc.) that may be contrary to the law, ethical standards, public order and these General Terms and Conditions. Users agree to abide by the following requirements, including without limitation:

- I.- Not to upload or distribute content or propaganda of a racist, xenophobic or pornographic nature, which supports terrorism or violates human rights.
- II.- Not to upload or distribute data programs over the Internet (viruses and harmful software) liable to cause damage to the computer systems of the access provider, its providers or third party Users of the Internet.
- III.- Not to distribute, transmit or provide third parties with any type of information, elements or contents that infringe the fundamental rights and public liberties recognized constitutionally and in international treaties.
- IV.- Not to distribute, transmit, or provide third parties with any type of information, elements or contents that constitute illegal or unfair advertising
- V. – Not to transmit unsolicited or unauthorized publicity, advertising material, junk mail, chain letters, pyramid structures or any other type of solicitation, except in areas (such as commercial spaces) that have been expressly designed for this purpose.
- VI.- Not to upload or distribute any type of false, ambiguous or inaccurate information or content that may be misleading to persons receiving this information
- VII.- Not to impersonate other Users by using their passwords in other services and/or contents of the Website
- VIII.- Not to distribute, transmit or provide third parties with any type of information, elements or content that represent any type of infringement of intellectual and industrial ownership rights, patents, trademarks or copyright corresponding to the owners of the Website or any third parties.
- IX.- Not to distribute, transmit or provide third parties with any type of information, elements or content that represent a breach of secrecy of communications and data protection legislation.

Users undertake to hold UNISONO harmless against any claims, fines, penalties or sanctions that may arise as a result of any infringement on the part of the User of any of the regulations for use indicated above, with UNISONO further reserving the right to seek compensation for any corresponding damages.

#### **2.4. Liability Waiver**

Access by the User to the Website shall not imply any obligation on the part of UNISONO to control the absence of viruses, worms or any other type of harmful computer element. In any event, the User is responsible for having the necessary tools available for the detection and removal of harmful computer programs. UNISONO accepts no liability for any damage caused to the software and computer equipment of Users or third parties in making use of the services offered on the Website.

UNISONO accepts no liability for any type of damage caused to Users as a result of faults or disconnections in telecommunications networks resulting in the suspension, cancellation or interruption of the service of the Website during or prior to the provision of the same.

#### **2.5. Contents and services linked via the Website**

The service to access the Website includes technical elements providing links, directories and even search engines that allow Users to access other sites and web portals (hereinafter, 'Linked Sites'). In these cases, UNISONO shall only be liable for the contents and services provided on the Linked Sites to the extent that it is effectively aware of any unlawful activity and that the link has not been deactivated with due diligence. In the event of the User considering that a Linked Site includes unlawful or unsuitable content, they may inform UNISONO of this situation, without any such notification entailing any obligation to remove the corresponding link. Under no circumstances may the presence of Linked Sites be considered as signifying the formalization of agreements with the owners or supervisors of the same, or any recommendation, promotion or identification on the part of UNISONO with the declarations, contents or services provided.

UNISONO is unaware of the contents and services offered by the Linked Sites, and therefore cannot accept any liability for any damage caused as a result of the contents and/or services of these Linked Sites being unlawful, of poor quality, outdated, unavailable, erroneous or useless, or for any other damages that are not directly attributable to UNISONO.

### **2.6. Intellectual and Industrial Property**

All of the contents of the website, including but not limited to the texts, photographs, graphics, images, icons, technology, software, links and other audiovisual or sound contents, as well as its design and source code, are the intellectual property of UNISONO or of third parties, without the transfer of any intellectual property rights to the User as recognized by law with regard to the intellectual ownership of the same.

All trademarks, brands or distinctive symbols are the property of UNISONO or third parties, without access to the Website attributing any rights in relation to the same.

### **3. Severability**

In the event of any clause contained in these General Terms and Conditions being declared wholly or partially unenforceable, any such unenforceability shall only affect the clause or part thereof considered to be unenforceable, with the remainder of the General Terms and Conditions still applying.

### **4. Governing Law and Jurisdiction**

These General Terms and Conditions shall be governed and interpreted in accordance with the Laws of the State of New Jersey.

## **II. Privacy Policy**

UNISONO and its divisions, subsidiaries and affiliates, is committed to maintaining your confidence and trust. It has adopted the following privacy policy to explain its practices relating to the information it collects, and the information you provide to it, through this website or other means.

### **1. Inclusion of personal data into the files of UNISONO**

You are hereby informed that all personal information provided by the User through the website [www.unisonobpo.com](http://www.unisonobpo.com) (hereinafter "the Website") will be included into and processed in the files owned by UNISONO BUSINESS SOLUTIONS, LLC (hereinafter, "UNISONO") for the following purposes: to attend to requests for information and/or employment by the User, as well as to keep Users informed, including by electronic means, of the products and services of UNISONO and for such other lawful purposes. For purposes of this privacy policy, "personal information" means information that can be linked to a specific individual, such as name, postal address, mobile and wired telephone numbers and e-mail address. Personal information also includes demographic information, location information, and other information about a specific individual, once it is associated with personal information. However, personal information does NOT include information that we collect but do not associate with you and your personal information. Personal information that you enter may be viewed, used and stored in the United States or in other parts of the world by UNISONO personnel.

All of the data requested by the Website must be provided in order to guarantee the optimum provision of the services made available to the User.

### **2. Your California Privacy Rights (Effective September 2015)**

UNISONO makes these disclosures to those visiting its website who reside in California and supersedes and replaces any conflicting disclosures found elsewhere on our website.

Opt-Out of Disclosure for Direct Marketing Purposes. California Civil Code Section 1798.83 permits California residents to opt-out of our disclosure of personal information to third parties for their direct marketing purposes or to learn the categories of recipients and information disclosed. You may make such a request by contacting us by e-mail addressed to [consultasLOPD@unisono.es](mailto:consultasLOPD@unisono.es). Please reference California Privacy Rights in your subject line. You may also write to us at UNISONO BUSINESS SOLUTIONS, LLC, 2500 Plaza 5 Financial Center, Suite 2518, Jersey City, New Jersey 07311, USA Attn: Privacy Officer. Please be aware that this opt-out does not prohibit our disclosure of personal information for any purpose other than direct marketing.

Automatic Gathering of Information by UNISONO. UNISONO collects information that you provide to us online, through completion of registration and other forms in our retail stores, or through other means.

Automatic Gathering of Information by Third Parties. When you visit our website, third parties can collect personally identifiable information about your online activities over time and across different websites pertaining to your visit to or use of our and other Websites.

Do-Not-Track Requests. As of January 1, 2014, California residents visiting our website may request that we not automatically gather and track information pertaining to their online browsing movements across the Internet. Such requests are typically made through browser settings that control signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personally identifiable information about an individual consumer's online activities over time and across third-party websites or online services. UNISONO honors these requests/settings.

### **3. Contact details or requests for information**

You may request to review information pertaining to you by sending an e-mail to UNISONO at [info@unisonobpo.com](mailto:info@unisonobpo.com). All of the requests for information remitted by Users via the e-mail address [info@unisonobpo.com](mailto:info@unisonobpo.com), will be received by: UNISONO BUSINESS SOLUTIONS, LLC; 2500 Plaza 5 Financial Center, Suite 2518 Jersey City, NJ 07311. Unisono may share any information that it receives from the User with its affiliated entities, including, but not limited to:

- UNISONO SOLUCIONES DE NEGOCIO CHILE, S.A.; Avda. Alameda Bernardo O´Higgins 3322, 3º Piso, Santiago de Chile, Chile.
- ESTRATEGIAS CONTACT CENTER SUCURSAL EN COLOMBIA, S.L. Calle 100, nº 13-2, Piso 9. Edificio Megatower, Bogotá, Colombia.
- UNÍSONO SOLUCIONES DE NEGOCIO, S.A.; Calle Doctor Zamenhof, núm. 22, 28027 Madrid, Spain.

In the event of the information requested having to be dealt with by another company belonging to the Group or by another person resident in any of the other countries where UNISONO is based, without limiting the foregoing, the User specifically authorizes and acknowledges that personal information may be transmitted to Unisono's foreign affiliated entities.

#### **4. Addresses for Job Applications and Résumés**

Depending on the option selected by the User, their personal data will be obtained and held on files owned by one of the following companies:

- UNISONO SOLUCIONES DE NEGOCIO, S.A.; Calle Doctor Zamenhof, núm. 22, 28027 Madrid, Spain.
- UNISONO SOLUCIONES DE NEGOCIO CHILE, S.A.; Avda. Alameda Bernardo O´Higgins 3322, 3º Piso, Santiago de Chile, Chile.
- ESTRATEGIAS CONTACT CENTER SUCURSAL EN COLOMBIA, S.L.; Calle 100, nº 13-2, Piso 9. Edificio Megatower, Bogotá, Colombia.
- UNISONO BUSINESS SOLUTIONS, LLC; 2500 Plaza 5 Financial Center, Suite 2518 Jersey City, NJ 07311, USA

Users may exercise their rights to access, alter, cancel or oppose this information by sending a written notification to any of the addresses shown above, or by means of an e-mail addressed to [consultasLOPD@unisono.es](mailto:consultasLOPD@unisono.es). In either case, the User in question must include a copy of their national identity document, passport or other valid form of identification.

**5. Protection of personal information.** Unisono takes precautions to protect the personal information it collects. It has implemented commercially reasonable physical, technological, and administrative procedures to safeguard and secure the personal information we collect. For example, Unisono uses firewalls to safeguard the confidentiality of this information. However, no method of transmission or electronic storage provides certainty of security. Therefore, we cannot guarantee the absolute security of the information that we collect.

#### **6. Data communicated by the User**

Before providing the website with any personal data relating to third parties, the User must obtain their prior and express consent for this purpose, having informed them of the terms and conditions of this Privacy Policy. The User is obliged to hold UNISONO harmless against any possible claims, fines or sanctions that may arise as a result of any breach on the part of the User of the obligations expressed in this paragraph.

#### **7. A note to residents of the European Union and other countries outside the United States:**

Unisono Business Solutions, LLC is located in the United States and makes the contents and materials on its website, [www.unisonosolutionsgroup.com](http://www.unisonosolutionsgroup.com), publicly available from anywhere in the world. Any information that you provide to us may be transferred out of your country of residence to the United States for viewing and use. Alternatively, any information that you provide to us may be transferred to Unisono and stored in Spain. By providing personal information to us, you are consenting to its transfer to and use in the United States or to Spain and to its use and disclosure as described in this privacy policy. We adhere to the Safe Harbor Privacy Principles as established by the U.S. Department of Commerce and approved by the European Commission. Our [Safe Harbor Privacy Statement](#) provides additional information on this subject.

You may elect at any time not to provide personal information to us, but in that event you may not be able to apply for employment positions with us. Any personal information you provide us is controlled and processed by Unisono Solutions Group, 2500 Plaza 5 Financial Center, Suite 2518, Jersey City, NJ 07311.

## 8. A note to residents of Canada:

When you provide personal information through the website, you consent to our collection, use, and disclosure of your personal information in accordance with this policy. When you provide us with information about third persons, we expect that you have obtained consent from the third persons to do so and that they understand that their information will be treated in accordance with this policy and may be transferred outside of Canada and the United States. Do not provide personal information pertaining to third persons if you do not have their consent. Due to the fact that UNISONO operates in the United States and Spain, any information provided through the website may be processed in the United States and/or Spain, where privacy laws may offer different levels of protection from those in Canada and personal information may be subject to access by and disclosure to law enforcement agencies in these countries.

UNISONO provides you with the ability to access and review your personal information held by us and will endeavor to provide the information in question within a reasonable time following your written request, but no later than 30 days following your written request. We will provide information from our records in a form that is easy to understand. We may charge a reasonable cost (e.g. photocopying, mail charges) when a request is made. UNISONO may refuse to provide access to personal information where the information requested:

- A. Would disclose (i) personal information of another individual or a deceased individual; or (ii) trade secrets or other confidential business information that may harm UNISONO or the competitive position of a third party or interfere with contractual or other negotiations of UNISONO or a third party or result in a significant financial loss or gain to UNISONO or a third party;
- B. Is not readily retrievable and the burden or cost of providing would be disproportionate to the nature or value of the information;
- C. Is subject to solicitor-client or litigation privilege;
- D. Does not exist, is not held, or cannot be found by UNISONO;
- E. Could reasonably result in serious harm to the treatment or recovery of the individual concerned or another individual, serious emotional harm to the individual or another individual or serious bodily harm to the individual or another individual;
- F. May harm or interfere with law enforcement activities and other investigative or regulatory functions of a body authorized by law to perform such functions, or;
- G. Any other grounds under applicable legislation.

Where information will not or cannot be disclosed, the individual making the request will be provided with the reasons for non-disclosure.

UNISONO will not respond to repetitive or vexatious requests for access. To guard against fraudulent requests for access, UNISONO may require sufficient information to allow it to confirm the identity of the person making the request before granting access. Requests for access should be submitted to us by e-mail at [info@unisonobpo.com](mailto:info@unisonobpo.com), or by writing to us at Unisono Solutions Group, 2500 Plaza 5 Financial Center, Suite 2518, Jersey City, NJ 07311

## 7. Children's privacy

The safety of children is very important to us. We are committed to protecting children's privacy on the Internet and we comply fully with the Children's Online Privacy Protection Act. We do not knowingly collect personal information from children under the age of 13. If a child has provided us with personal information, we ask that a parent or guardian send us an e-mail at [info@unisonobpo.com](mailto:info@unisonobpo.com), or write to us at UNISONO BUSINESS SOLUTIONS, LLC; 2500 Plaza 5 Financial Center, Suite 2518, Jersey City, NJ 07311, and we will delete the information about the child from our files. Please refer to Children's Privacy in your subject line.

## 8. Cookies

Accessing this website may involve the use of cookies. Cookies are small files that are stored in the browser used by each User so that the server can remember certain types of information, making access easier and improving the browsing experience. Cookies generally expire after a certain period of time. No cookies make it possible to contact you via your e-mail or by any other means (they operate anonymously).

This website may use cookies to help users browse the site anonymously. However, users may configure their browsers to accept or reject the cookies they receive (through their browser's preferences or options menu).

Below are a series of links with instructions on how to turn off cookies depending on the type of browser you use:

- Microsoft Internet Explorer: <http://windows.microsoft.com/es-es/windows7/how-to-manage-cookies-in-internet-explorer-9>
- Mozilla Firefox: <http://support.mozilla.org/es/kb/cookies-informacion-que-los-sitios-web-guardan-en>
- Google Chrome: <https://support.google.com/chrome/answer/95647>
- Apple Safari: <http://support.apple.com/kb/ph11913>
- Opera: <http://help.opera.com/Windows/11.50/es-ES/cookies.html>

### THE FOLLOWING TABLE EXPLAINS THE COOKIES WE USE AND THEIR PURPOSE

Cookie	Purpose	Further information
Google Analytics	To gather browsing data anonymously in order to be able to analyze the information obtained for the purpose of improving the website. Statistical uses.	Privacy Policy of Google Analytics

## 9. Changes to our privacy policy.

By visiting Unisono's website and submitting personal information, you consent to Unisono's collection, use, and disclosure of the personal information you provide in accordance with this privacy policy. If Unisono decides to change its privacy policy, it will post those changes on this page so that you are always aware of what information it collects, how it uses it, and under what circumstances it discloses it.

Privacy policy changes will apply to the information collected from the date Unisono posts the revised privacy policy, as well as to existing information we hold.

**10. How to contact us.**

If you have other questions, concerns or would like to request prior versions of our privacy policy, please write us at: UNISONO BUSINESS SOLUTIONS, LLC; 2500 Plaza 5 Financial Center, Suite 2518 Jersey City, NJ 07311.

If any proposed change is unacceptable to you, you may request that we remove your personal information from our records by sending us an e-mail at [info@unisonobpo.com](mailto:info@unisonobpo.com) or write us at: UNISONO BUSINESS SOLUTIONS, LLC; 2500 Plaza 5 Financial Center, Suite 2518 Jersey City, NJ 07311 19428, U.S.A.