



The Conianza Online Ethical Code was presented to the public on 28 November 2002 and came into force in January of 2003. This is the latest version of the code, which includes revisions made by the Telecommunications Act No. 9/2014 of 9 May and Law No. 3/2014 of March 27, modifying the consolidated text of the General Consumer and User Defense Act, as well as other supplementary laws (approved by Royal Legislative Decree No. 1/2007 of 16 November).

CONFIANZA ONLINE ETHICAL CODE

PREAMBLE

The origins of the Internet can be traced back, as is well known, to the 1960's and, in particular, to a university-based research project launched by various agencies of the United States government. All of this is not to discount the great contribution to the origin and evolution of the Internet made by Europe in the 1980's, especially in the development of communications protocol at the European Laboratory for Particle Physics (CERN) in Switzerland by the scientists R. Carilliau and T. Berners-Lee who christened the global information system for the exchange of data essential to the scientific community, also known as the "world wide web" (www). Since those early days, to the present day, the Internet has experienced a rapid evolution whose latest phase is currently underway: the project of technological convergence. Nowadays, the Internet represents an efficient way of accessing and exchanging a massive amount of information as well as a new means of communication and commercial transactions. No longer an idea of the future, it has become an established reality with tremendous potential and constitutes the spearhead of electronic distance communications media.

Indeed, in recent years we have witnessed the unraveling of a technological revolution, one unprecedented in how quickly it has spread among users. Today, both businesses and consumers make extensive use of what have become known as "new technologies", the Internet possibly being the most visible and characteristic of these. The expansion of these technologies has been unstoppable so far and, in some cases, such as mobile phones or the Internet itself, an unpredictable phenomenon. This often makes dealing with problems concerning the applicability of existing legal regulations a challenge. A clear example of the growth of new technologies have been data services (short messages to Push, Premium, GPRS and WAP mobile devices), which have generated an increasing percentage of the activity in the mobile phone sector, and which constitute a phenomenon to which self-regulation has had to remain attentive.

The Internet has been revolutionized by the emergence in recent years of new technologies: the participatory web (Web 2.0) and the semantic web (Web 3.0). These aim to provide a special role to the recipient of information in electronic media. Thus, while traditionally it was the information provider, it is now the user who becomes the source of information and images. It is the end user, versus journalists or broadcasters, who shares their point of view and critique of the news through their own spaces like blogs or participatory tools established by websites. The Web, aside from being a vast global market, has become a cultural and educational tool and a service to pluralism.

These technologies, which have burst onto the scene and spread at an accelerated rate, have also changed the existing relations between suppliers, support media, and users. Thus, the evolution of the Web together with the contribution of broadband Internet have made the

Internet a space where users participate widely: sharing information, job seeking, accessing resources, generating audiovisual and musical content, etc. Social media, which include social networks, photoblogs, microblogs, virtual worlds or content aggregators, have presented a range of possibilities and challenges that require unified and integrated solutions.

Nevertheless, the most important part of this revolution is yet to come. The trend in the evolution of technologies always points toward the same path, one marked by the integration of traditionally separate sectors like telecommunications or audiovisual media, a process which is known as technological convergence. The challenge of regulating this reality is even greater, given the confluence of laws pertaining to each sector, at times even contradicting each other. To resolve this issue, both Spanish and European Community lawmakers project future legislation based on the principle of technological neutrality, whereby the applicability of the law is not conditioned by the technological media employed (Internet, telephone, etc.), meaning the laws from different sectors that are contingent on the type of technology will likely disappear or merge into a single legal body.

Consequently, we are facing an extremely dynamic and constantly evolving sector in which the possibilities of legislative obsolescence are greater than in any other. Adapting to the changes and the convergence of the many new technologies that have arrived, while foreseeing solutions to these regulatory problems, is one of the goals at the heart of the present Code. It is for this reason that, after over two years of application, its modification and adaptation to new realities are necessary, as well as to any new regulations that have been introduced during this period.

Services offered via electronic distance communications media are numerous and diverse. They cover a wide range of economically remunerated activities, including contractual transactions, as well as non-remunerated services like commercial communications.

Moreover, it is clear that advertising disseminated via the Internet and other electronic distance communications media is subject to the general rules regulating advertising activity. To the same extent, commercial transactions carried out online remain, in general, subject to the regulations on such transactions *offline*. Although, it is worth clarifying that, while rules especially established for certain communications media (e.g. television) do not apply, it is important to keep in mind that both advertising and contractual transactions carried out via electronic media must comply with current data protection laws, whose main points are encompassed in Spain in the Personal Data Protection Act of 15/1999 (as well as its rules for implementation, including Royal Decree No. 1720/2007 of 21 December, approving the rules for implementation of Organic Law 15/1999 of 13 December on the Protection of Personal Data).

So, the debate focuses largely on whether the Internet and other electronic means of distance communication, such as advertising and certain commercial exchange media, also require special rules regulating commercial communications and contractual transactions made with consumers on the Web. The answer, at first, seems to be yes, since the characteristics of these media establish a need to adapt the existing general regulations in this area as well as to adopt specific rules which address and regulate factual circumstances that do not arise in other media. In any case, whether to apply general rules or special rules based on the medium, new electronic distance communication media require, given their special characteristics, either the establishment of new regulatory and self-regulatory mechanisms or the revision of those already in place.

In a field as dynamic and changing as electronic distance communications media, in which the ability to adapt to technological, economic, and sociological changes is pivotal, self-regulation systems bring a range of advantages over conventional regulation and dispute resolution channels. These include how quickly actions are taken, flexibility, and the vocation of integration and coordination at the transnational or supranational levels, which is a way of overcoming problems that the global nature and lack of territoriality of the Internet pose for national courts and legislation. These are all very important aspects for proper development of the full potential and benefits offered by new media and services working through them.



Current trends in the management of electronic distance communications media are heading in the direction of co-regulation. Within this context, self-regulation and trustmark systems are destined to play an important role, considering their speed in taking action, their flexibility, and their commitment to integration and coordination at the transnational or supranational levels - a route to overcoming problems that the global nature and lack of territoriality of the Internet pose for national courts and legislation.

Not surprisingly, taking into account the not inconsiderable legal challenges that convergence generates as far as the regulation of new media is concerned, both international forums, such as the European Community authorities, and national legislators have recognized the value and effectiveness of self-regulation mechanisms created by the industry itself, and which serve as a complement to the legal and judicial systems of different countries.

In this sense, many authorities on the matter have articulated the need to promote self-regulation systems as essential complements to traditional legal structures in regulating this new medium and assuring high levels of legal certainty and protection of the rights of all parties involved. Indeed, in our immediate surroundings, which is the European Union, European Community legislation has caught on to this trend in various Directives. These include Directive 95/46/EC of 24 October 1995 on the protection of individuals with regard to the processing of personal data, Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, and Directive 2000/31/EC of 8 June on electronic commerce. The latter makes a firm commitment to self-regulation systems, urging Member States and the Commission to vigorously promote and develop them for their dual role of developing ethical codes and creating and consolidating extrajudicial dispute resolution systems. Spain's national legislation has positioned itself in a similar way, with Law No. 34/2002 of 11 July on Information Society Services and Electronic Commerce. Its Eighth Final Provision was developed through Royal Decree No. 1163/2005 of 30 September, under which the Public Badge of Online Trust was created for solvent, credible, and effective self-regulation systems in the areas of information society and e-commerce services.

Through this regulatory body, national legislators were marked with a commitment to fomenting instruments of self-regulation, considered complementary and appropriate means for adapting legal demands to the specific characteristics of the sector and resolving any potential disputes via extrajudicial procedures.

The Community legislature continued to focus on self- and co-regulation with Directive 2007/65/EU on audiovisual services (revised by the subsequent Directive 2010/13/EU of 10 March 2010) and Directive 2005/29/EU of 11 May 2005 concerning unfair commercial practices by companies in their relations with consumers, when complementary to the legal traditions of the Member States, both to provide a high level of consumer protection and to add to the overall efficacy of these rules.

Confianza Online was created in Spain in 2003 by the Association for Self-Regulation in Commercial Communications (Autocontrol) and the Spanish Association for the Digital Economy (Adigital), with the utmost respect for existing laws, under an awareness of the importance, and aim to encourage the development of self-regulation systems for new media. To achieve its goals, the Association has a code of conduct that all members must follow, a system for monitoring the application of these rules, and a Seal recognizing fulfilled commitments. The dispute resolution system centers on the actions of two bodies: Autocontrol's Advertising Jury and the National Consumer Arbitration Council and of the Autonomous Communities with whom the Association will have reached an agreement as the first step of mediation carried out by the Adigital Arbitration Council. Autocontrol's Advertising Jury and the Arbitration Councils are the only two Spanish entities recognized by the European Commission as members of the European Extra-Judicial Network (EJN) for meeting the requisites established by the Commission in Recommendation 98/257/EC on the principles applicable to the bodies responsible for out-of-court settlement of consumer disputes.



The Code was submitted, both in its initial approval and its revision, for review by the Spanish Data Protection Agency, the Ministry of Industry, Tourism, and Trade, and the National Consumer Institute.

Since the commissioning of Confianza Online, the Code has been recognized as an “Exemplary Code” by the Spanish Data Protection Agency (Resolution CT/0004/2002 of 7 November 2002). Subsequently, on 15 July 2005, the National Consumer Institute, after analyzing the Code of Conduct and verifying that the dispute resolution system met the requisites established in Recommendation 98/257/EC, awarded Confianza Online the “Public Badge” of trust in Information Society services and e-commerce envisaged in Law Information Society Services and E-Commerce Act 34/2002. This was published in the Official Bulletin (BOE) on 25 October 2005. This decision was later endorsed by the Department of Consumer Affairs of the Community of Madrid, which afterwards signed a Collaboration Agreement in November of 2012.

The Code was also favorably reported on by the State Council of Consumers and Users in 2005 and the Consumer Council of the Community of Madrid in 2011.

One of the main reasons for the launch of this comprehensive self-regulation system for e-commerce was that of building trust among consumers. This is why entities that adhere to the system must be able to demonstrate to potential clients that they belong to it. This way the consumer may be informed of the system for protecting user rights and interests that is at his/her service. There must be an accreditation mechanism for adherence to the self-discipline system, which identifies the entities actively committed to its maintenance and development. To properly address this need, an accreditation seal has been set in place, certifying the adherence of a business and its commitment to respect the rules of conduct, which may be accompanied by an evaluation of compliance with the Code of Conduct.

The latest version of the Code offers a revision of the parts of the text aimed at identifying new areas of regulation, mainly of two laws that have substantially altered the system of online sales with the end user and the dissemination of advertising via internet. These are Law No. 3/2014 of 27 March, amending the consolidated text of the General Consumer and User Defense Act and other complementary laws (approved by Royal Decree 1/2007 of 16 November) and Law No. 9/2014 of 9 May on Telecommunications.

Given the dynamic nature of this sector and the rapid and unpredictable evolution of technologies, the rules contained in this Code shall be reviewed regularly to ensure its relevance.



TITLE I DEFINITIONS AND SCOPE

Article 1.- Definitions

For the purposes of the present Code, the following are understood to be:

a) **Adigital:** Spanish Association for the Digital Economy. Integrates companies and organizations, or entities, interested in the development of the digital economy to promote and defend their interests.

b) **Advertiser:** an individual or legal entity in whose interest advertising is carried out.

c) **Autocontrol:** Association for the Self-Regulation of Commercial Communications. Its activity is mainly divided into three areas: the processing of claims filed by consumers, consumer associations and businesses; the development of ethical codes and their application by the Advertising Jury; consultation services or Copy Advice, which advises on ethics and legality of campaigns prior to issue. Autocontrol's dispute resolution system is the only private Spanish organization that has been recognized by the European Commission for fulfilling the requisites and principles of independence, transparency, adversarial principle, effectiveness, legality, freedom of choice, and right to representation of the consumer, established in Recommendation 98/257/EC.

d) **Autocontrol Code of Conduct for Advertising:** Ethical rules applicable to all advertising communications activities whose aim is to promote, directly or indirectly, whatever the means employed, the procurement of goods or services, or the strengthening of brands or trademarks, as well as to any private advertisement issued on behalf of an individual or legal entity aimed at promoting certain attitudes or behaviors. Not applicable to political advertisements.

e) **Code of Practice for Advertising of the International Chamber of Commerce:** Through the self-regulation of business, the Code of Practice for Advertising of the International Chamber of Commerce drives forward the highest ethical standards in advertising. It also provides sound business principles for consideration by governments when developing initiatives that affect marketing and consumer protection.

f) **E-commerce:** any economic transaction involving the hiring of products and/or services for payment between a trader and consumer in which the offer made by the trader and its acceptance by the consumer are carried out via an electronic distance communications medium.

g) **Adigital's Mediation Committee:** is the body belonging to the Spanish Association for the Digital Economy (Adigital) responsible for conducting mediations between the consumer claimant and the business filed against when the claim has been formally transferred by Confianza Online's Technical Secretariat. The Committee operates under the rules of the Ethical Code, which outline the claims processing system for those claims relating to electronic transactions made by end consumers.

h) **Confianza Online:** association whose purpose is to encourage and promote the use of a trustmark as an acknowledgement of commitments to self-regulation made by members from the different sectors of the Information Society in which the Association participates, including interactive advertising, purchases and contracts made online or through other electronic distance communications media, personal data protection in advertising and contracts made with consumers, and protection of minors.

i) **Consumer:** for the purposes of contracts made through electronic media, the consumer shall be understood to be any individual or legal entity acting with a purpose unrelated to their commercial, business, craft or professional activity. Consumers will also be legal entities and entities without legal personality acting not for profit in a field unrelated to



commercial or business activity.

j) Personal Data: Any information concerning identified or identifiable persons shall include personal data, among other types, the personal email address, and the telephone number when this allows for the identification of its owner.

k) Recipients: persons reached by advertising or to whom it is directed.

l) Autocontrol's Advertising Jury: Independent body responsible for handling claims related to advertisements disseminated in Spain in the 12 months prior to the claim presentation date, which allegedly violate the ethical rules expressed in the Code of Conduct for Advertising and/or any of the current legislation. The Advertising Jury consists of renowned [experts](#) in the fields of law, commercial communications, economy, etc. It carries out its activities according to the principles of independence and transparency.

m) Electronic Distance Communications Media: all those that enable the delivery of Information Society services.

Not to be considered electronic distance communications media, for the purposes of this Code, are those which do not satisfy the requirements stated above and, in particular, the following:

- Voice phone, fax or telex,
- Email or other equivalent electronic communications media for purposes unrelated to the economic activity of those who use it,
- Television broadcasting,
- Audiovisual media services, under the terms set out in Directive 2007/65 of the European Parliament and the Council of 11 December 2007 amending Directive 89/552/EC of the Council on the coordination of certain legal, regulatory, and administrative provisions of Member States concerning the practice of television broadcasting activities, known as the Audiovisual Media Services Directive amended by subsequent Directive 2010/13 of 10 March 2010.
- TV teletext.

n) Minor: Any individual who has not attained the legal age of 18. Under minor in age, for the purposes of the data protection rules within the framework of this Code, the following shall apply:

- **Child:** Any individual below the age of 14.
- **Teenager:** Any individual whose age is understood to be between 14 and 18 years.

o) Trader: individual or legal entity, public or private, who, in the regular exercise of an economic activity, makes an e-commerce offer to a consumer/s.

p) Advertising: any communication made by an individual or legal entity, public or private, when carrying out a commercial, craft, or professional activity with the aim of promoting, directly or indirectly, the contracting of personal or real estate property, services, rights, and obligations or with the aim of promoting certain attitudes or behaviors.

Not to be considered advertising for the purposes of this Code are the following:

- Information allowing direct access to the activity of a business, organization, or person, and, in particular, the domain name or email address.
- Commercial communications relating to the goods, services, or image of the company, organization, or person carried out independently, and, in particular, when these are made without economic consideration.
- Editorial content of websites, defined as all that which is not aimed at the promotion, either direct or indirect, of procuring goods, services, rights, or obligations.

This Code does not apply to institutional or political advertising. For these purposes, the term institutional advertising will be understood as laid out in Article 2 of Law No. 29/2005 of 29 December on Institutional Advertising and Communications.



q) Rules of Procedure of Autocontrol's Advertising Jury: the rules developed by the Association for the Self-Regulation of Commercial Communications to arrange good governance and functioning of the Advertising Jury in terms of its organization, functions, composition, and resolutions.

r) Internal Rules: the set of rules governing the activity of Confianza Online, as a whole, with rules regarding its organization and operation.

s) Confianza Online's Technical Secretariat: Body responsible for the handling of inquiries, complaints, and claims made by users as well as the compliance of adhered members with the Ethical Code.

t) Autocontrol Secretariat: Body responsible for the processing of claims in the areas of advertising and commercial communications.

Article 2.- Scope

1.- This Code shall apply to matters affecting advertising, e-commerce, and personal data protection, in accordance with the provisions of the relevant sections of this Code, when conducted through electronic distance communications media by individuals or private legal entities established in, or having permanent establishment in, Spain or those established outside Spain, especially in Latin America, having adhered to the same.

For the purposes of this Code, an individual or legal entity shall be considered established in Spain when their residence or registered office is to be found in Spanish territory, provided that these coincide with the place from which they direct and manage their interactive advertising and/or e-commerce activities. It is considered that an individual or legal entity operates from permanent establishment in Spain when it disposes of continuous or regular installations or workplaces, where all or part of their interactive advertising and/or e-commerce activities are carried out, in its territory.

2.- The present Code shall apply to commercial advertising and protection of minors, in accordance with the provisions in the relevant sections of this Code, produced by the Spanish public sector via electronic distance communications media.

The rules of Title III of this Code shall apply to the public sector, whose e-commerce operations with consumers are regulated by private law.

3.- The entities included in the previous sections are subject to the rules of Title IV of the Code concerning data protection in the case of advertising or contractual transactions with consumers via electronic distance communications media, especially the Internet. These rules shall apply when the adhered entity, either as data controller or processor, processes data registered in hardware making them amenable to processing as well as any further use of said data. Files and data processing operations considered thus by the applicable laws shall be exceptions.

4.- The Code shall not apply to technical issues arising from the transmission of the signal, such as web browsing speed or access to electronic communications networks, in electronic contracts with consumers made for the provision of telecommunications services.

5.- All provisions of this Code that are applicable to e-commerce aimed at consumers, and e-commerce among businesses, shall yield to the applicable legal norms in the case of contradiction among these and the rules of this Code.



TITLE II ADVERTISING

CHAPTER I General Rules

Article 3.- General Principles

1.- Advertising in electronic distance communications media must be honest and true and comply with the applicable law according to the terms in which these principles have been articulated in the Autocontrol Code of Conduct for Advertising and the Code of Practice for Advertising of the International Chamber of Commerce.

2.- Advertising in electronic distance communications media must abide by the rules set out in the Codes mentioned in the previous paragraph as well as others found in the sectorial Codes stated in Article 8 of the Autocontrol Code of Conduct for Advertising.

3.- Advertising in electronic distance communications media must be done with a sense of social responsibility, and it must never represent a means of abuse of the good faith of its recipients, so as to avoid the erosion of public trust in these media.

4.- Advertising in electronic distance communications media shall not include content that is offensive to the dignity of a person or discriminatory (on the basis of nationality, race, sex, sexual orientation, religious or political beliefs, or any other personal or social circumstance), or which incites unlawful acts.

Article 4.- Identification of Advertiser

In advertising in electronic distance communications media, the advertiser must be clearly identifiable through the business name or the name of the brand being advertised in such a way that its recipients may recognize and contact them without difficulty. The advertiser must provide permanent, easy, direct, and free access, at least through their website, to their name or company name, legal address, email address and any other information that allows for direct and effective communication with them.

Article 5.- Identifiability of Advertisement

Advertising in electronic distance communications media shall be easily identifiable as such. Hidden advertising shall not be permitted.

Article 6.- Information to the Recipient

1.- In addition to the information contained in Article 4 on the identification of the advertiser, the latter must provide recipients with clear and easily accessible information of the kind that may be requested according to current legislation.

2.- Advertisers must provide information about the cost or price of accessing a message or service when greater than the basic telecommunication fees. In cases involving an ongoing connection, recipients must be informed in a clear way of the fees that apply prior to accessing the message or service, and they must be granted a period of time that is both reasonable and sufficient enough to allow for the disconnection from the service without incurring expenses.

3.- Offers must be identified in such a way that the recipient may recognize them as offers. If a direct contractual offer is made or presented in advertising, it must provide the recipient with clear, complete, and precise information about its content and scope. In any

case, the information referred to in Article 16 must be clearly visible to the consumer and must be accurate and liable to testing.

Article 7.- Special Offers

1.- For the purposes of this Code, all sales promotion techniques that, during a limited period of time, offer recipients an added value representing an economic advantage or any other material or immaterial incentive, will be considered special offers .

2.- Special offers on electronic distance communications media must abide by the principles that correspond to general advertising, especially those of legality, veracity, and good faith, never being a means of abusing the good faith of recipients or exploiting their potential lack of experience or knowledge.

Article 8.- Unfair Competition and Respect for Industrial and Intellectual Property Rights

1.- Advertising in electronic distance communications media must respect the industrial and intellectual property rights of third parties apart from the advertiser. In particular, on the Internet, introducing hidden names (metanames) into source code that coincide with brands, labels, or the names of businesses or services and whose use and ownership is not authorized.

2.- Advertising in electronic distance communications media must never constitute a means of unfair competition.



CHAPTER II SPECIAL RULES

Article 9.- Advertising Sent Via Email Messages or Other Equivalent Means of Individual Communication.

1.- The sending of advertising via email or other equivalent means of individual communication by the advertiser will not be permitted when not explicitly requested or authorized by the recipient.

2.- Previous authorization, referred to in the paragraph above, is considered to be such when, at the time data is collected, the recipient has been properly informed of the possibility of being sent advertising through these means and has given their consent. This consent is understood to have been acquired through a procedure of voluntary inclusion (opt-in) lists, though other practices guaranteeing the provision of consent are also acceptable.

3.- Those advertisers using email or other equivalent means of individual communication for advertising purposes must provide clear information to the recipient, through their website or other electronic media, about the possibility of declining to receive further offers by free and simple means, such as calling a telephone number with no additional costs or sending an email. Furthermore, so that recipients may withdraw their consent, advertisers must provide a system that is simple, free, and does not involve any payments to the advertiser or those responsible for processing.

4.- It will not be necessary to give express prior consent detailed in Point 2 of this Article when sending advertising via email or other equivalent means of individual communication if a previous contractual relation between the advertiser and recipient exists and the advertisement relates to goods or services similar to those initially contracted between both parties. In these cases, the advertiser must offer the recipient the option of objecting to receive such advertising messages by means of a free and simple procedure, both at the moment of collecting the data and in each message sent afterward. When the messages are sent through email, a valid email (or other) address must be provided to exercise this right to object.

5.- In every case, advertising messages sent by email or other equivalent means must be clearly identified as such and reveal the identity of the advertiser.

6.- The recipient may withdraw consent for receiving commercial communications at any moment by simply notifying the sender of this wish.

Article 10.- Prohibited Practices

The mass and indiscriminate gathering of email addresses on websites or online services through the use of technology or media (practice known as *harvesting*), as well as the creation of email addresses using random name combinations, letters, and numbers with the hope of producing valid addresses (practice known as *dictionary attacks*) are prohibited.

Article 11.- Advertising in Newsgroups, Forums, or Chatrooms and the Like

1.- Members adhering to this Code must inform users that they are not allowed to use newsgroups, bulletin boards, forums, or chatrooms to send online advertisements, except if in the latter case previous consent was obtained from the moderator of the space; or, alternatively, from the service provider; or if conforming to the rules for admission of advertising established for that group, forum, chatroom, or the like. Adhered entities may suspend, close, or delete the group, forum, chatroom, or similar or the provision of services when they detect or have knowledge of an infringement of these rules.

2.- Forums or chatrooms of a promotional nature are not found in the provisions of this Article.

Article 12.- Online Advertising

1.- Online advertising may not impede the free browsing of an Internet user.

2.- In particular, the advertising messages received by a user while browsing a website must allow them to leave the advertising message at any time or remove it from their screen, and return to the webpage of origin from which the user first accessed the advertising message.

Article 13.- Sponsorship

1.- Sponsorship shall mean any contribution made by a public or private entity to the financing of websites or other electronic distance communications services with the aim of promoting their name, brand, image, activities, or products.

2.- Sponsored websites or services must meet the following requirements:

- Editorial content may under no circumstances be influenced by the sponsor in such a way as to affect the editorial responsibility and independence of the owner of the site or service.
- Must be clearly identified as such, and shall include the name, logo, brand, services, or other signs of the sponsor at the beginning or end, or both, of the website or service.

The sponsor may also be identified by the above mentioned means throughout the website as long as this is done sporadically and does not disturb reading.



TITLE III E-COMMERCE

Article 14.- Rule of Law

Activities of contracting goods or services with consumers performed through electronic distance communications media must comply with current legislation and, in particular, the values, rights, and principles guaranteed in the Constitution.

Article 15.- Obligations Prior to Initiation of Contracting Procedure

1.- Traders who make commercial transactions with consumers through electronic distance communications media, must provide clear, comprehensible, and unambiguous information about the steps to be followed in the purchase of the good or the contracting of the service offered prior to initiating the procedure of purchasing the good or contracting the service. The same must be provided about the possibility of archiving and making available to the consumer the document which formalizes the contract, the technical means they provide to the user for identifying and correcting errors when entering data or for canceling the contract procedure, as well as the language(s) of the concluded contract when different from that of the information given prior to contracting. This obligation shall be considered met if the trader includes the information on their website.

Nevertheless, when the trader designs their services to be accessed by devices with small screen sizes, the obligation described in the previous paragraph will be considered met if they provide the website where said information is made available to the recipient in a permanent, easy, direct, and exact manner.

Traders are not obliged to provide the previously stated information when the contract is made through the exchange of email messages or other equivalent individual communication media.

2.- Prior to the initiation of the procurement of goods or contracting of services, and subject to the information obligations set out in Article 6 of this Code, the trader must provide the consumer with access, at least through their website, to the general or specific conditions of contracting applicable in each case so that they may consult, store, and/or print them. The trader must also inform the consumer, at least in Spanish, and in a free and visible way, as a minimum, of the following:

- a) Full price, with reference to applicable taxes, as well as the currency, postage, shipping, and where appropriate the increases or reductions and additional service charges for accessories, financing, use of different payment means or other similar payment conditions. If due to the nature of the goods or services, the price may not be reasonably calculated in advance or liable to budgeting, the method of determining the price and additional costs must be stated. If said costs cannot be reasonably calculated, their existence must be mentioned.
- b) The period of the validity of the offer, if a promotional offer.
- c) Terms, conditions, and payment methods, including where appropriate credit options as well as the existence and conditions of deposits or other financial guarantees the consumer has to pay for or provide.
- d) The different delivery or completion methods that may exist for products or services hired as well as, if the case, possible restrictions and/or the date on which the trader commits to deliver the goods or perform its contractual obligations.
- e) Duration of the contract or, if it is indefinite or extended automatically, the conditions for resolution. Basic characteristics allowing for the identification of the goods or services as well as, where appropriate, the conditions required for use in reasonable relation to the goods, services,

- and medium used.
- f) Existence or non-existence of the right of withdrawal, presenting the conditions and costs for doing so, a model withdrawal form, and the rights of cancelation of or changes to the corresponding product or service. When goods by their nature cannot be returned by post, the cost of return must be stated.
 - g) Warranties that apply to the purchase of a product or service, including a reminder about the legal warranty pursuant to the goods and conditions of services after purchase.
 - h) Place and presentation method of possible claims and, when appropriate, the trader's claims processing system, including access to the extrajudicial dispute resolution procedures and the codes of conduct to which the trader is adhered.
 - i) Name, company name, telephone, fax, contact email address, and address of the trader and, if any, the name, company name, and address of the vendor on whose behalf they are acting.
 - j) Language or languages in which the contract may be formalized if not the same as for the pre-contracting information.
 - k) Where applicable, the functionality of the content provided in digital format, including applicable technical protection measures.
 - l) Where relevant, any interoperability related to digital content with the devices and programs known by the trader or that one may reasonably expect the trader to know of.

3.- When the contracting process allows the procurement of various products or services simultaneously - as in the case of "shopping carts"-, the consumer has the right to view, in the moment immediately preceding the acceptance or provision of consent for acquiring the goods or hiring services, a summary that includes, at least, the list of the products requested or services they wish to contract as well as the basic characteristics allowing their identification, total amount, taxes, and shipping costs where appropriate shipping. The consumer must also be able to store and/or print this summary.

4.-The trader shall collect express consent for any additional costs beyond the payment agreed upon for the main contractual obligation. Details of these additional costs must be presented in a clear and comprehensible way, and the consumer must actively include them; that is, they may not apply in the case of default options to be rejected by the consumer.

5.- Applying together with the previous paragraph, the trader must acquire express consent from the consumer if the order involves a payment obligation, enabling a button or similar function that displays the words "order with payment obligation" or similar, easily-legible and unambiguous formula.

Article 16.- Information Obligations Following Contract Conclusion

1.- Immediately after the consumer's acceptance of the procurement of goods or contracting of services, the trader must send them an acknowledgement of receipt or provide them with a download or file containing a document certifying the acquisition or contracting performed, containing information about the contract made. However, the trader is not required to confirm the receipt of the offer through an accompanying document if the contract was concluded through an exchange of email messages or other equivalent individual communication media, as long as these media were not used with the sole purpose of avoiding to meet this requirement.

2.- Consumers may request a paper or electronic invoice from the trader, for products or services contracted with them, for no extra cost.

3.- Once the contract has been concluded, the consumer has the right to request information about the delivery status of the good or the rendering of the hired service to the extent that the nature of the good or service hired allows. To this end, the trader must provide

the information on the screen, in email, by telephone, or by other equivalent means.

Article 17.- Delivery Dates

If the trader is unable to send or offer products or services contracted within the delivery period indicated in the contract, at the latest 30 days after the day the consumer notifies of the order, the latter must be informed of this situation and be able to retrieve the amount they paid without undue delay. If the trader indicates a new delivery date, the consumer will have the right to terminate the contract and be reimbursed with the amount of the product or service(s) if paid without undue delay. In the case of undue delay in the repayment of the amounts originally paid, the consumer may demand payment of double the amount due, without prejudice to its right to be compensated for damages suffered in excess of this amount.

Article 18.- Withdrawal of Charges and Returns

1.- The consumer will have a “cooling off” period, which will last at least the amount of time stated in the relevant regulations, and during which they may return the product or service contracted without any penalty. The trader must provide a model withdrawal form and indicate in a clear way if the shipping expenses for returning the product or service contracted are borne by them or if, on the contrary, they must be paid by the consumer. They must also indicate if the consumer is going to be reimbursed in full for the shipping costs of the order they paid for or simply for those of a regular delivery; the potential decrease in value of the goods returned due to poor handling; or if the consumer is not going to be able to recover the proportionate part, or totality of, the service or content already provided; and the rest of the return conditions of the products or services contracted.

1. bis.- The right to withdraw, when exercised for a host contract will result in automatic inefficacy with no extra fees for complementary contracts, except for those established in regulations.

2.- This right to withdraw and return shall not apply to the following: goods whose price depends on fluctuations in the financial market which the seller cannot control; goods made to the consumer's specifications or clearly personalized, or goods liable to deteriorate or expire rapidly; sealed goods which are not suitable to be returned for health or hygiene purposes and which were unsealed after delivery; goods which after their delivery, due to their nature, were inseparably mixed with other goods; alcoholic beverages whose price had been agreed on at the time of the sale and cannot be delivered within 30 days and whose actual value depends on fluctuations in the financial market beyond the control of the vendor; sound or video recordings or software that has been unsealed; the supply of daily press, periodical publications, and magazines, except for subscription contracts for their delivery; contracts for the provision of services whose performance has been completed, with the awareness and consent of the consumer for loss of withdrawal, before the end of the withdrawal period; contracts for the performance of urgent repairs or maintenance except for services or goods additional to the main service requested; contracts concluded at a public auction; the provision of accommodation services other than housing, vehicle rental, transport of goods, food or services leisure-related if those contracts provide for a date or specific execution period; the supplying of digital content which is not supplied through a physical medium when the process began with the consent and express knowledge of the loss of the right to withdrawal; betting and lottery service contracts and all those goods and services for which the applicable regulations provide such an exception.

3.- If a consumer returns a product or previously purchased service in perfect conditions, along with proof of the contract and within the timeframe established in it, and if the vendor offers them a product of equivalent price and quality, the former may choose between reimbursement of the amounts paid and delivery of the product offered as a substitute.

4.- The trader shall establish the necessary systems for facilitating the right of withdrawal and corresponding return of the product or service of the consumer with whom they have made a contract.

5.- The consumer may exercise the right of withdrawal by sending the standard form of general withdrawal or through an unequivocal statement expressing his decision to withdraw from the contract, if and when this is sent before the end of the legally established time period for exercising this right. Subsequently, without undue delay and no later than the maximum period of 14 days after the notification, the consumer or a person authorized by the trader must return the goods, unless the seller offers to pick them up.

6.- Unless the consumer decides otherwise, and without generating extra costs, the trader must reimburse via the payment method used by the consumer, any payment received and, if appropriate, also the costs of regular delivery without undue delay and always within 14 days of the date on which they were informed of the decision to withdraw. If the trader has offered to pick up the returned goods, they may withhold reimbursement until receiving them or until the consumer has supplied proof of the return, depending on which condition is met first.

In the case of undue delay by the trader with regards to the return of sums paid, the consumer may demand to be paid double the original amount due, without prejudice to their right to be compensated for damages incurred in excess of the said amount.

7.- The consumer is responsible for the diminished value of the goods when resulting from the manipulation by them other than what is necessary to establish its nature, its characteristics, or its functioning.

Article 19.- Repair and Replacement

1.- When the consumer purchases a movable tangible asset, and it does not meet the requirements of the contract, they may choose between repair and replacement of the good (except when one of these options is impossible or disproportionate) or, alternatively, between a price reduction and the termination of the contract, all of which is found in the terms and conditions stated in the law of guarantees for consumer goods and other applicable regulations.

2.- The trader shall remain liable for any nonconformities of the good during the time periods and under the conditions established by law. Similarly, the consumer remains subject to compliance with these requirements and deadlines laid out in the law for the exercise of these rights.

Article 20.- Customer Service

1.- Traders will make internal customer services available to consumers with whom they have made contracts to answer any questions they may have prior to contracting a good or service and which also tends to the queries or complaints subsequently directed at them. These must be responded to in the shortest possible time frame and always within a maximum of one month from the filing of the complaint.

2.- Traders must provide consumers with clear and sufficient information necessary for contacting the department or person in charge of tending to potential queries or complaints quickly and in a personal and direct way, along with the customer service office hours. If the contact is made by telephone, the cost of the phone line must not include additional costs benefitting the trader.

3.- Traders shall keep a record, on a durable medium, of the complaints made by consumers with whom they have confirmed contracts and the various circumstances connected to each of these complaints. These consumers must be able to acquire the identification code



and proof of their complaint or claim on a durable medium.

Article 21.- Security and Payment Methods

1.- Traders must provide consumers with simple and safe payment methods and make every effort to remain up-to-date with new developments in this field.

2.- Traders must adopt appropriate and trustworthy security systems to safeguard the security, integrity, and confidentiality of financial transactions and payments made by consumers. The latter must be informed in the clearest and simplest way possible, prior to entering financial data, of the level of protection applied to them as well as, if relevant, of the use of secure connections (such as SSL or any others).

Article 22.- Public offers of electronic contracts between businesses

Adhering entities that make public offers of electronic contracts between businesses must follow, to the extent possible, the transparency protocol detailed in Section 3 of Article 3 of Law No. 56/2007 of 28 December on Measures to Promote the Information Society.

In accordance with the provisions of Section 2 of Article 3 of Law No. 56/2007, offers ascribed to this protocol may bear the name of “Transparency Guaranteed Public Offer of Electronic Contracting.”

To this end, public offers of contracting between businesses shall be understood as described in Section 1 of Article 3 of Law No. 56/2007.



TITLE IV PROTECTION OF PERSONAL DATA

Article 23.- General Principles

1.- Adhering entities that produce advertising or contractual transactions with consumers through electronic distance communications media must abide by the current regulations on matters of personal data protection.

2.- Personal data may only be collected for processing when appropriate, relevant, and not exceeding the scope and specific, explicit and legitimate ends for which they were obtained. Personal data must be accurate and up-to-date, truthfully corresponding to the current situation of the person affected, and only considered accurate when provided by them. If the data is inaccurate or incomplete, it must be corrected or completed within 10 days of this finding, except when the law imposes a different time frame. If data has been shared with a known third party, they must be notified within 10 days so that it may be corrected or deleted in another 10 days. Personal data will be deleted when no longer necessary or relevant for the stated purpose or when solicited by an owner exercising their right to delete and keep it duly locked.

3.- Entities adhering to this Code must respect user privacy as well as assure the confidentiality and security of personal data, utilizing the technical and organizational means necessary to do so, given the technology, the nature of the data, and the risks involved.

4.- Entities adhering to this Code shall support initiatives to help educate the consumer about how to protect their privacy on electronic distance communications media.

5. Entities adhering to this Code shall actively participate in training activities related to data protection organized by entities that promote self-regulation systems. These activities shall take place at least biannually and consist of sessions led by experts in data protection from both the public and private sectors. They should be arranged with particular attention to the needs of small and medium-sized adhered businesses.

Article 24.- Data Collection

1.- The collection of personal data through fraudulent, unfair, or illegal means is prohibited.

2.- When entities adhering to this Code gather personal data through electronic distance communications media, they must inform the owners beforehand, in an unambiguous and clearly visible way, of the following:

- a) The existence of a personal data file or personal data processing, the purpose of the data collection, and the recipients of the information.
- b) Identification of the data controller in the Spanish Data Protection Agency Registry.
- c) The mandatory or optional nature of responses to queries and the consequences of providing or refusing data.
- d) The option of exercising rights to access, correct, delete, or object.
- e) The identity of the data controller, the address (postal and email), to allow for communication with them.

3.- When personal data have not been obtained from the owner, the origin of the data must be expressly, clearly, and accurately stated, along with the points contained in the previous Section 2, in the 3 months following the recording of the data, unless already provided in advance.



Article 25.- Processing for Purposes not Included in Contract

If consent from the party affected is requested during the formation of a contract for purposes not directly related thereto, the party must be allowed to explicitly express their refusal to have their data processed or shared. This may be done through the option of checking a clearly visible box, not marked by default, on the contract itself or through other equivalent processes, such as with an email address or telephone number free of additional costs.

Article 26.- Processing of Data Obtained from Publicly Available Sources

When data is obtained from sources available to the public and whose aim is for advertising or marketing purposes, as long as the interested party has not refused or objected to having their data used for said purposes, the owner of the data must be informed in each message of the identity of the party processing it, the purpose for its collection and processing, whether it is obtained from publicly available sources, the entity from which it was obtained, and the rights granted to the owner, indicating before whom they may be exercised.

Article 27.- Data Processing for Marketing and Advertising Purposes

1.- Entities that advertise online and collect, capture, and process personal data must inform consumers, through a notice on their website, of this fact. Thus, the consumer may, if they wish to, exercise their right to object, with regards to capture, processing, and transfer of their data, through free and simple means, such as an email address or a telephone number with no extra costs. When the consumer expresses their objection to processing of their data before the adhering entity for advertising or marketing purposes, they must be informed of any common files free of advertising, along with the party responsible, the address and purpose for processing.

2.- Entities adhering to this Code may carry out advertising campaigns themselves or by contracting third parties, the latter being allowed to act as data processors or controllers, depending on whom the entity is that sets identification parameters for the campaign's addressees.

3.- Personal data may only be transferred to third parties when in direct connection with meeting the ends of the transferer and transferee. The consent of the owner, who must be clearly and accurately informed of the purposes or type of activity of the data transferer, is required.

4.- Adhering members may process data for third parties for advertising purposes when informing the affected parties of the specific sectors of activity for which they may receive information or advertising.

5.- Adhering entities who wish to process advertising or marketing-related data shall be obligated, under the terms of the regulations, to consult in advance the common files of those parties who are off limits when sending commercial communications.

Article 28.- International Data Transfers

Personal data may only be transferred to parties in countries that provide a comparable level of protection to that of Spain unless the data controller, having adjusted their actions to the strict compliance with the applicable regulations, received prior authorization from the Director of the Spanish Data Protection Agency. This authorization may be requested with reference to Decisions 2001/497/EC of 15 June 2001 and 2002/16/EC of 27 December 2001 concerning transfers to other countries or to the Binding Corporate Rules enacted by the Working Group on Article 29 of Directive 95/46/EC.

Article 29.- Consent of the Owner

1.- Consent of the owner is to be understood as any unambiguous, specific, informed, and freely given expression through which the owner consents to the processing of personal data relating to them.

2.-The processing of said personal data shall require the owner's clear consent, except for the following:

- When the data belong to parts of a business-related contract or pre-contract and are necessary for its maintenance and completion.
- When the data are found in a source available to the public and its processing is necessary for the the satisfaction of the legitimate interests of the data controller or the third party with whom the data is shared, provided that the fundamental rights and freedoms of the owner are not violated.
- In cases where the law itself imposes it.

3.- Consent may be withdraw if a valid reason exists, and there are no retroactive effects.

Article 30.- Exercise of Rights

1.- Entities adhering to this Code must guarantee that owners may exercise their rights to access, correct, and delete their personal data, as well as the right to object to its processing or transferring. They must be informed through electronic means at their disposition, which are simple, free, and in no case include additional income for the adhering entities (e.g. email and postal address or a telephone number with no additional costs). When one objects to receiving advertising messages through email, the sender of the email must provide an email address or other valid electronic address for communicating their objection.

For these purposes, they may provide model messages for each type of request, indicating the information necessary, documents to be attached, and the means available for sending them.

2.- Member entities shall settle, expressly and within the deadlines set by the regulations, the approval or denial of the request received, indicating the reasons in case of denial. In any case, the response must inform the affected party on their right to seek protection from the supervisory authorities on data protection.

3.- Entities may never use this information for purposes different from those which the owner of the personal data consented to, except when they have been advised in advance of the intent to do so, granting them a period of 30 days and a reasonable way of objecting.

Article 31.- The Use of Cookies and Similar Mechanisms

1.- Cookies are small data files generated from instructions sent by web servers to a user's web browser and which are saved in a specific database of the server with the aim of gathering information compiled by the file itself.

2.- Entities adhering to this Code may use storage devices and data recovery on recipient's terminal equipment provided that the latter have expressed their consent after being given clear and complete information about its use; particularly, about the reasons for processing the data, in accordance with the current data protection legislation.

If technically feasible and efficient, the recipient may provide consent to accept data processing using the appropriate browser, or other application settings.

This shall not prevent any potential technical access or storage occurring strictly in order to execute the transmission of a communication through an electronic communications network

or, if strictly necessary, through the provision of an Information Society service expressly solicited by the recipient.

3.- Cookies and other technologies must always be used in a dissociated manner from, and never individually linked to the personal data of users, meaning the information obtained may never be associated with an identified or identifiable individual without the consumer's consent. Particularly, when transparent cookies or *pixels* or other comparable technologies are used, users must be provided clear and comprehensible information about their purposes and use unrelated to personal data.

4.- The processing by cookies may be extrapolated by analogy to other technologies that monitor user behavior in their use of electronic distance communications media.

Article 32.- Gathering of Personal Data in Newsgroups, Forums, Chatrooms, and the Like for Advertising Purposes

Newsgroups, bulletin boards, forums, and chatrooms may not be used to gather data for advertising purposes, except when meeting the standards for data collection established in this Code.

Article 33.- Security and Data Protection

Members adhering to this Code which act as data controllers or processors must take appropriate security measures to safeguard integrity and confidentiality of the personal data collected, processed and/or stored pledging to make every effort to stay up-to-date on new developments in this field.

In accordance with applicable legislation, adhering members must draw up a security document laying out any internal technical and organizational measures and implement the security measures required for the files and processing they carry out, which are to be classified as low, medium, or high level depending on the sensitivity of the data processed. Consumers must be informed in the clearest and simplest way possible, of the level of protection to be applied to their personal data, and, where appropriate, of the use of secure connections (e.g. SSL and others) when processing their data.



TITLE V PROTECTION OF MINORS

Article 34.- Advertising and Protection of Minors

Advertising disseminated via electronic distance communications media shall not cause moral or physical detriment to minors, and shall thus comply with the following:

- a) Must identify content solely intended for adults.
- b) Must never directly encourage minors neither to buy a product or service, abusing their lack of experience or gullibility, nor to persuade their parents or guardians, or parents or guardians of third parties, to purchase products or services in question.
- c) The special trust of children in their parents, guardians, teachers, and other persons must never be abused.
- d) Children must never be, without good reason, placed in dangerous situations.

Article 35.- Contents on Protection of Minors

1. Adhering entities shall not include illegal content, declarations, or visual presentations on their websites or which may threaten minors physically, mentally, or morally.

2. If adhering members have areas or sections on their websites directed toward adults that may mentally, morally, or physically harm minors, these areas or sections must be correctly identified prior to browsing.

Article 36.- Processing Data of Minors

1.- To collect data or communicate with minors through electronic communications media, entities adhering to this Code must account for the age, knowledge, and maturity of their target audience. They may never obtain data from a minor relating to the economic situation or privacy of other members of their family.

2.- Entities adhering to this Code must encourage minors to acquire permission from their parents, guardians, or legal representatives before supplying personal data online, and establish mechanisms which reasonably ensure, in accordance with technological developments, that the age of the minor and the authenticity of their consent has been effectively verified. The former is not necessary if the information is requested of teenagers, provided that the terms in which consent was requested are written in a way that is easily understandable by them.

3.- Parents or guardians may object to receiving advertisements or information requested by the minors for which they are responsible, addressing the data controller through a system ensuring their identity to do.

4.- In addition to respecting parental choice to limit the collection of such data online, the entities adhering to this code will limit the use of data provided by minors for the sole purpose of promoting, selling, or delivering products or services objectively safe for minors.

5.- Data pertaining to minors shall in no case be transferred without prior consent from their parents or guardians. This permission is not necessary when the transfer is requested of a teenager, provided the terms in which their consent is requested are written in an easily understandable way to them.

6.- Entities adhering to this Code must offer parents or guardians information about how to protect the privacy of their child or ward online. They must also provide them with mechanisms for exercising their right to access, correct, delete, or identify the purpose of that



data.

7.- Entities adhering to this Code shall make every effort to support initiatives that are carried out by other prestigious organizations to help inform parents or guardians of how to protect the privacy of their child or ward online. This shall include information about access control tools and software for parents, which prevent children from sharing their name, address, and other personal data.

Article 37.- Promoting Data Protection for Minors.

Adhering entities shall make every effort to support initiatives proposed by the sector for the promotion of data protection for minors in advertising activities and electronic contracting as well as for raising awareness in the area, such as the creation of safe browsing systems and spaces, the development of educational websites and guides, and the creation of content filtering and classification systems.

TITLE VI RULES FOR IMPLEMENTATION OF THE CODE

Article 38.- Adherence to the Code: Member Commitments

1. The membership of adhering entities shall be made public.

2. Entities adhering to this Code have made a commitment to promote and raise awareness of it both in the different business and institutional sectors they deal with and in Spanish society as a whole - especially among users of the Internet and other electronic and interactive media.

3. In addition, adhering entities must acknowledge their adherence to this Code permanently, directly, and in an easily accessible way via electronic media, also providing an option to view it. To satisfy this right to information, and as a sign of their commitment to the rules of this Code, adhering entities must display the Confianza Online Trust Mark in any place visible on their website. They may also do so in other communications (posters, etc.). The Trust Mark included in the website of an adhering entity must be linked to the Confianza Online website, with the aim of offering users easy access to the contents of the Code and the lists of members adhering to it. The option of making a complaint or filing a claim must also be provided. The acquisition and use of the Confianza Online Trust Mark shall conform to the provisions of the Internal Rules. Adhering entities may include the Trust Mark on other elements of communication like brochures or stationary provided they are owned by them.

4.- The Confianza Online Trust Mark, considering its main purpose, shall signify a commitment to comply with the ethical rules and an agreement to being monitored by the extrajudicial dispute resolution systems. As such, it may never be used in the following ways:

- As brand of the user business,
- As an endorsement or guarantee of the content of products, activities, or services offered by the business or as quality assurance for the products or services offered,
- As a guarantee of compliance with the legal and ethical requirements.

5.- Adherence to the Code involves an automatic link to its extrajudicial dispute resolution system, regulated by Articles 40 onwards.

Article 39.- Adherence to the Code: Adherence Procedure

1. Entities adhering to the current Ethical Code, by their adherence, agree to respect the rules therein in their advertising, e-commerce, data protection, and protection of minors activity.

2. Entities applying for adherence must submit a self-declaration which states that their activity complies with current Spanish legislation, is in accordance with the appropriate registry for the entity and/or product or service, as well as, if appropriate, the relevant prior permissions for commercial or advertising activities. They must also follow the adherence procedure so that their compliance with the rules of the Ethical Code that apply to them on their websites may be verified, their request to adhere to Confianza Online either to be granted or rejected.

3.- The Secretariat may request any necessary documentation from the petitioning entity to confirm their identity as well as any documents or additional clarification necessary for adherence and granting of the Trust Mark. In addition, in those cases in which in order to carry out the activities of the petitioning entity a prior official authorization or registration shall be required in Spain, the Association request application for such accreditation as a requirement for adherence.



4.- The Technical Secretariat is in charge of sending a verification report on the level of conformity to the provisions of Article 39.2 within the time frame of approximately 15 days. To be included in this report are the corrective measures for those elements which do not meet the criteria of the Ethical Code.

5.- Entities in the process of adhering will be granted no more than three months to make the changes stated in the report mentioned. Once this time has lapsed, the Technical Secretariat will verify these modifications, sending a new verification report, which if satisfactory will allow for the use of the Confianza Online Trust Mark by said entity.

6.- Once adherence is allowed by the Admissions Committee, the Technical Secretariat will inform the petitioning entity of the decision and entrust them with the Confianza Online Trust Mark.

7.- If the Trust Mark has been granted, an annual verification of the entity's compliance, and that of their websites, with the Code shall be carried out. Also, the Association shall reserve the right to perform random checks on the degree of adherence by websites to the Ethical Code.

8.- The initial, annual, and random evaluations and checks, encompassed in Articles 39.4 and 39.7 shall be made with the aim of internal monitoring and may not be used for the accreditation, auditing, or verification of conformity to legal or ethical rules applicable to websites of adhering entities.

Article 40.- Adherence to the Code: Extrajudicial Dispute Resolution System

1. Entities adhering to this Code also adhere to the Confianza Online Association and are subject to its extrajudicial dispute resolution system regulated under Articles 41 and onward.

2. The extrajudicial dispute resolution system is enforced by two different organizations, depending on the nature of the claim:

- Claims about advertising activity performed through electronic distance communications media detailed in Title II, data protection in advertising activity, and protection of minors fall under the jurisdiction of Autocontrol's Advertising Jury.
- Claims regarding contractual e-commerce transactions with consumers described in Title III and data protection in the same area fall under the jurisdiction of Adigital's Mediation Committee.
- Adhering entities are subject to any extrajudicial dispute resolution organization determined in the rest of the areas addressed in this Code.

3. Entities who are members of Confianza Online agree to abide by and strictly and immediately comply with the content of mediated agreements made by Adigital's Mediation Committee and Autocontrol's Advertising Jury; as well as resolutions by the latter and, in certain cases, the consumer arbitration system or any other extrajudicial dispute resolution body mandated for handling claims filed in connection with this Code.

Article 41. - Claims Processed by the Extrajudicial Dispute Resolution System

1. All those claims for the alleged infraction of rules laid out in the current Code shall be filed through Confianza Online's Technical Secretariat. Mechanisms for filing online shall be made available, and resolutions must be published on the Association's website.

The Technical Secretariat is located in Madrid at the main offices of Confianza Online.

2. Filing and processing of claims shall be free of charge for consumers.

3. For a claim to be processed, the claimant must submit a letter containing the information, purpose, and request of the claim together with a copy of their valid and current ID and of the commercial contract and/or communication that was made via electronic distance communications media.

4. When the claim is admitted for processing, the Secretariat will transfer it to the either Adigital's Mediation Committee or Autocontrol's Secretariat, depending on the nature of the dispute.

5. Previously settled claims or those in the midst of a judicial or administrative proceeding will not be accepted for processing.

6. The processing of claims for the alleged breach of the rules of the Code on e-commerce with consumers and on data protection in cases of e-commerce activities shall abide by the following rules:

- Claims may be filed by individuals or legal entities who act as consumers having contracted goods or services through electronic distance communications media. They may file claims against individuals or legal entities, either members or not of Confianza Online, with permanent establishment in Spanish territory or, if lacking thereof, adhered to this Code.
- In those cases where the claim concerns an alleged infraction and the existing legislation requires the consumer to consult with the internal claims services of the company prior to filing a claim through official channels, the Technical Secretariat shall send the claim to those services and suspend processing of the claim until the period provided by law for resolving claims has expired. If this period has expired without a solution having been reached between all parties the Technical Secretariat will recommence the process provided for in this Code, at the request of the interested party.
- Once Adigital's Mediation Committee has received the claim, the mediation process will begin. All parties will be invited to reach an agreement within 7 business days.

Notifications will be sent to the consumer, informing them of the imminent commencement of the mediation process.

If an agreement is not reached and the claimant makes a prior request, the Secretariat will transfer the claim to either the National Consumer Arbitration Council or the Regional Consumer Arbitration Council, depending on the case. The Regional Arbitration Council, formed in accordance with Royal Decree 231/2008, with which the self-regulation system has a formal agreement, shall have jurisdiction in cases where the claimant is a resident of said autonomous region and the company is directly affiliated with that Regional Arbitration Council. For all other cases, such as when the settlement of a dispute affects the rights and interests of consumers who are residents in more than one autonomous region, the arbitration phase shall take place before the National Consumer Arbitration Council. The Arbitration Council that receives the claim shall act in accordance with the applicable rules.

- All parties shall be informed of the mediation agreements and arbitral awards granted by Adigital's Mediation Committee for compliance, and these will be published on the Confianza Online website.

7. The processing of claims for the alleged violation of the rules of the Code concerning commercial communications and protection of minors, including those which may arise between businesses and those related to data protection when involving the aforementioned areas, shall be carried out in conformity with the following rules:



- Any individual, legal entity, business, business association, professional association, individual consumer, consumer association, professional consumer, public administration, or any third party with a legitimate interest may file a claim. They may file claims against advertisers if these are individuals or legal entities with permanent establishment in Spanish territory or if affiliated with the self-regulation system.
- The Autocontrol Secretariat shall process claims received in accordance with the Advertising Jury's Rules of Procedure. Autocontrol's Secretariat shall request arguments and evidence of the party filed against, or respondent. The respondent must respond within 5 business days; during this 5-day period, the dispute may be settled through mediation by Autocontrol or by acceptance of the claimant. If this period passes with no mediation or agreement, the corresponding section of the Advertising Jury will announce its decision through a Resolution that may be challenged by appealing to the Plenary Session of the Advertising Jury.
- All parties shall be notified of the mediation agreements and Resolutions pronounced by the Advertising Jury for their compliance, and they will also be published on the Confianza Online website.

Article 42.- Monitoring Compliance with the Code

1. This Code establishes mechanisms for monitoring the level of member compliance with the obligations of its text, notwithstanding the inspection, monitoring, and verification activities carried out by public administrations, in those practices which may be object of administrative infraction.

2. Failure to meet the following requirements may result in expulsion from Confianza Online:

- a) Payment of fee that corresponds to party membership
- b) Compliance with requirements for membership and subsequent granting of the Trust Mark
- c) Compliance with the conditions for use of the Trust Mark
- d) Submission to the extrajudicial dispute resolution bodies of the Association
- e) Compliance with the decisions of the dispute resolution bodies of the Association and the mediation agreements reached
- f) Compliance with the rules governing the Association
- g) Repeated or significant breaches of the existing laws or Code discerned by the claims resolution bodies.

If the Technical Secretariat becomes aware of a breach of one of these reasons for expulsion, the adhered entity will be informed of the situation, urged to remedy or, where appropriate, present any arguments they may consider necessary within 15 business days.

Continuous evaluation to check the compliance of member entities with their obligations through the claims monitoring procedures of independent extrajudicial dispute resolution bodies.

If within a period of 15 working days the reason for expulsion continues to be present, and depending on the seriousness of the breach, one of the following measures is proposed:

- a) A warning
- b) Lifting of charges that the adhered member represented may carry within the Association and elimination of the possibility to submit them.
- c) Suspension of the use of the Confianza Online Trust Mark for a period of between 1 and 5 years.
- d) Suspension of the condition of adhered member of Confianza Online for a maximum period of between 1 and 5 years.
- e) Expulsion from Confianza Online.

TITLE VIII COOPERATION WITH AUTHORITIES

Article 43.- Entities that carry out advertising, e-commerce via electronic distance communications media, or activities related to any other areas referred to in this Code, must cooperate with the competent authorities as well as provide any relevant information to which they may have had access and which deals with alleged criminal activity on the Internet (pornographic content relating to minors, promotion or illegal trade of drugs, pimping, or others punishable under the Spanish Penal Code).

ADDITIONAL PROVISION

Further rules for implementing this Code in those specific matters concerning interactive advertising, electronic contracting, protection of minors, personal data protection, if so required, may be developed as sectoral annexes.

FINAL PROVISION

This Code, which repeals the previous text of 13 October 2013, shall be subject to periodic review at least every four years with the aim of keeping it up-to-date with societal and technological changes and well as legislative developments in matters regulated by it.

SECTORAL ANNEX - STANDARD CLAUSES AND DATA PROTECTION MODELS

1. Adhered entities may use the following standard clause to obtain the consent of parties affected by data processing:

“We inform you that the information you have provided us with will be included in the file of the entity ___ with address ___ for the processing of your request and sending of commercial messages about our products through any form of communication unless otherwise indicated by checking this box . You may exercise your rights to access, correct, delete, or object by sending a letter to the address indicated or ___@___ (Information to be included in the data protection policy when storage or data retrieval devices are used on terminal equipment: To use our website it is necessary to use cookies. Cookies are used to/for (describe the purpose for the use of cookies). If you wish, you may configure your browser to show a warning on your screen when cookies are received and to prevent their installation on your hard drive. Please consult your browser's instructions and manuals for further information)”

2. Adhered entities may use the following standard clause to inform affected parties of data processing if the data is not obtained from them directly:

“Your data has been obtained from publicly available sources (specify which) and will be included and processed in the file (indicate name), whose purpose is (describe). The body responsible for the file is (indicate), and the address where interested parties may exercise their rights to access, correct, delete, cancel, and object before this body is _____, all of which are reported in accordance with Article 5 of Organic Law No. 15/1999 of 13 December on Personal Data Protection.”

3. Adhered entities may use the following models for the exercise by affected parties of their rights to access, correct, delete, and object:



1. MODEL FOR THE EXERCISE OF THE RIGHT TO ACCESS

Files and Responsible Party

Name
Responsible Party
Address
City and Postal Code
Province
List of Files to Which Access is Requested

Applicant Information (attach photocopy of ID)

Mrs./Ms./Mr.
Valid ID
Address for Receiving Notifications

Legal Representative in the Case of Minors or Ineptitude (attach photocopy of ID)

Mrs./Ms./Mr.
Valid ID

Requests

That the personal information found in the indicated file(s), along with information about its processing, in accordance with the right to access enforced by Article 15 of Organic Law No. 15/1999 and in Articles 27 and onward of Royal Decree 1720/2007 of 21 December, which approves the standards for implementing the Law, be sent.

That this information is provided, wherever practically possible:

- By email (enter address)
- By written letter, copy, or photocopy sent by post,
- In person, through screen view (assumes would have to travel to main offices of responsible body)
- Fax (enter fax number)
- Other

At _____, on ____ of _____ 20 ____

Applicant's Signature

2. MODEL FOR THE EXERCISE OF THE RIGHT TO CORRECTION

Files and Party Responsible

Name
Responsible Party
Address
City and Postal Code
Province
List of Files for Which Correction is Requested
Correction requested

Applicant Information (attach photocopy of ID)

Mrs./Ms./Mr.
Valid ID
Address for Receiving Notifications

Legal Representative in the Case of Minors or Ineptitude (attach photocopy of ID)

Mrs./Ms./Mr.
Valid ID

Requests

That erroneous information regarding my person found in the indicated file(s) be corrected, in accordance with Article 16 of Organic Law 15/1999 and Articles 31 and onward of Royal Decree 1720/2007 of 21 December, which approves the standards for implementing the Law.

- Supporting documents for correction attached
- Other (specify)

At _____, on ____ of _____ 20__

Applicant's signature



3. MODEL FOR THE EXERCISE OF THE RIGHT TO DELETE

Files and Party Responsible

Name
Responsible Party
Address
City and Postal Code
Province
List of Files for Which Deletion is Requested

Applicant Information (attach photocopy of ID)

Mrs./Ms./Mr.
Valid ID
Address for Receiving Notifications

Legal Representative in the Case of Minors or Ineptitude (attach photocopy of ID)

Mrs./Ms./Mr.
Valid ID

Requests

That any information regarding my person found in the indicated file(s) be deleted, in accordance with Article 16 of Organic Law No. 15/1999 and in Articles 31 onwards of Royal Decree 1720/2007 of 21 December, which approves the standards for implementing the Law.

- Supporting documents for deletion attached.
- Previously granted consent is withdrawn, without additional documentation.
- Other (specify)

At _____, on ____ - of _____ 20 __

Applicant's Signature



4. MODEL FOR THE EXERCISE OF THE RIGHT TO OBJECT

Files and Party Responsible

Name
Responsible Party
Address
City and Postal Code
Province
List of Files for Which Objection is Requested

Applicant Information (attach photocopy of ID)

Mrs./Ms./Mr.
Valid ID
Address for Receiving Notifications

Legal Representative in the Case of Minors or Ineptitude (attach photocopy of ID)

Mrs./Ms./Mr.
Valid ID

Requests

That any information regarding my person found in the indicated file(s) be excluded from processing, in accordance with the right to object to data processing described in Articles 6 and 17 of Organic Law No. 15/1999 and Articles 34 and onwards of Royal Decree 1720/2007 of 21 December, which approves the standards for implementation of the Law.

- Proof of founded and legitimate reasons, concerning a specific personal situation of the affected party (this documentation is not necessary if the request is to object to receiving advertising).
- Other (specify)

At _____, on ____ - of _____ 20 __

Applicant's Signature



4. Finally, if adhered entities contract with a personal data processing service provider, they may use the following standard clause models for compliance with the formal requisites demanded:

“That (ADHERED ENTITY) provide the PROCESSOR with files containing personal information belonging to them so that professional services may be provided.

The PROCESSOR agrees to process data strictly following the instructions of (ADHERED ENTITY) without using it for any purpose other than stated in the current contract or in the instructions received from (ADHERED ENTITY) during the implementation of the contract. In no event shall data be communicated to a third party nor will services described in the current contract be subcontracted to any third party, unless acting in name and on behalf of (ADHERED ENTITY)

The PROCESSOR is obliged to implement the security measures for data they process imposed by the existing regulations, at all times, in their computer systems. Specifically, it shall be mandatory to implement the measures found in Royal Decree 1720/2007 of 21 December, which approves the standards for implementation of Organic Law No. 5/1999 of 13 December on Personal Data Protection.

Once the contract is finished the PROCESSOR must return the personal data to the responsible party and destroy all copies of this information they may hold, regardless of the medium on which they are found.”

ANNEX - RULES FOR APPLICATION OF THE CONFIANZA ONLINE ETHICAL CODE

Included in this Code are Chapters I, II and III of Title II, as well as Title V of the Internal Rules of Procedure, which, respectively, enforce the adherence procedure for Confianza Online, the conditions for use of the Confianza Online Trust Mark, the loss of adhered member status, and the dispute resolution system of the Confianza Online Ethical Code.

