



CONFIANZA ONLINE

## JOINING FORM

Mr./Mrs,  
the adequate legal capacity as  
ONLINE, non-profit organization.

on behalf of \_\_\_\_\_, with  
STATES THE MEMBERSHIP of the company to CONFIANZA

\* Compulsory fields.

Company name*		Company Tax Code*	
Registered name*		Registered data*	
Address*			
City*	Province*	Postcode*	Country*
Generic E-Mail*		Generic Telephone*	Fax
Website*			
Additional websites to adhere under the same registered name			
Sector (you can check the available sectors here <a href="http://www.confianzaonline.es">www.confianzaonline.es</a> )			
CEO/General Director		E-mail	
Commercial/Marketing/Communication Director		E-mail	
Customer Service Director		E-mail	
Representative to Confianza Online*			
Position in company		E-mail*	Telephone*

The entities that declare their adhesion to Confianza Online, as a consequence of their membership, are committed to the compliance with the rules included in our Ethical Code when performing activities related to advertising, contractual transactions with consumers, data protection and protection of minors in the context of electronic long-distance communication means, as well as with the Statutes and the Internal Regulation of the Association. Also, the adhered entities submit to an extrajudicial system of claims resolution before the Advertising Jury of Autocontrol for the resolution of the eventual disputes that may arise as a consequence of the presumed infringement of the rules contained in this Ethical Code related with digital advertisement activities, protection of minors and data protection related with digital advertising. They submit as well to the arbitration of the National Consumer Arbitration Council and/or the Regional Arbitration Councils with whom the Association has signed an agreement of collaboration, for the resolution of the disputes that may arise as a consequence of the presumed infringement of the rules contained in the Ethical Code referred to electronic trading with consumers or to data protection when related to electronic trading, where no agreement could be reached before the Mediation Committee of Confianza Online. Consequently, they are committed to strictly and immediately respect and comply with the content of the mediation agreements and the decisions that the Advertising Jury or the National and/or the Regional Consumer Arbitration Councils may issue for the resolution of the claims presented in relation with this Code. The adhered entities will inform about their membership by electronic means in a permanent, direct and accessible way, inserting, always with previous authorisation, the Trustmark of Confianza Online on the website(s) for which they have requested it, at a visible place and linked to their member record on Confianza Online's website. Confianza Online will disclose the list of adhered entities and will be allowed to use their logos and trademarks on its website or on its commercial communications with the sole purpose of making their membership public. The acquisition and the use of the Trustmark are regulated by the Internal Regulations.

The fee includes the cost of adhesion to Confianza Online, the elaboration of a report of initial evaluation of the adhered website, the right to exhibit the Trustmark on the website and the resolution of claims and disputes. The equivalent cost to the adhesion of an additional website will have to be assumed by an adhered entity if an additional evaluation of the whole website or one or several of its sections is requested. Once the payment of the corresponding fee is processed, the evaluation report of the website, including an assessment of the degree to which it adapts to the content of our Ethical Code, will be sent to the entity. If non-compliance or infringements are detected, the report will include corrective measures. The length of the evaluation period will depend on the rapidity of the entity to respond to the requirements and to adapt the website and will extend to a maximum of 3 months. If during this period the entity decides not to adapt the website or withdraws the request, 40% of the paid amount will be retained in concept of management costs, but for the case of an additional website. If no answer is received after 2 months since either the evaluation report of the website or the requirements for adaptation are sent, the evaluation process will conclude without adhesion and without the right to claim the paid amount.

Lastly, if an adhered entity had (i) requested the cancellation of the membership, (ii) rejected the payment of the renewal fee, or (iii) lost the membership due to a disciplinary agreement adopted by the Management Board of Confianza Online, it will have to immediately remove the Trustmark and any mention to its membership to Confianza Online from the website. In case of non-compliance, when the Trustmark or Confianza Online trademark are continued to be used, it will be considered that the entity wanted to automatically renew its membership, and therefore the payment of the annual renewal fee will be required.

In the event of any discrepancy or dispute as a result of the interpretation or application of these Form, both parties, expressly renouncing any other code of law which may correspond to them, submit to the jurisdiction of the Courts and Tribunals of the city of Madrid.

We inform you that the data hereby provided will be processed in order to perform the requested service, as well as to communicate via e-mail about the events or activities that we organise or in which we participate. For further information and to know how to exercise your rights, read the information about data protection included on page 3 of this form.

In \_\_\_\_\_, on \_\_\_\_\_

I DO NOT want to receive Confianza Online's monthly newsletter with the legal updates and the latest news of the Association, as well as relevant information regarding Adigital and/or Autocontrol  
 I DO want to receive communications about services and/or activities provided and organised by Adigital  
 I DO want to receive communications about services and/or activities provided and organised by Autocontrol

Signature and Stamp:

**The annual fee for joining will be paid by transfer to:  
IBAN: ES47 0049 5103 71 2316573196 / SWIFT: BSCHEM**

## 1. GENERAL FEE FOR JOINING FOR PRIVATE COMPANIES AND PROFESSIONALS

(Public Administrations Verify)

SECTIONS (Guideline: annual billing)	ANNUAL FEE
(A) Companies billing less than 600.000 €	295 € + VAT
(B) Companies billing between 600.001 € and 1.000.000 €	340 € + VAT
(C) Companies billing between 1.000.001 € and 3.000.000 €	565 € + VAT
(D) Companies billing between 3.000.001 € and 6.000.000 €	950 € + VAT
(E) Companies billing between 6.000.001 € and 10.000.000 €	1.500 € + VAT
(F) Companies billing between 10.000.001 € and 25.000.000 €	3.500 € + VAT
(G) Companies billing more than 25.000.001 €	4.500 € + VAT

Please indicate whether the entity represented is associated with or belongs to one of the following:

AUTOCONTROL\*

ADIGITAL\*

OTHERS (indicate it)

*\* There is no fee for joining for those entities that are members of Autocontrol or Adigital.*

The fee includes the cost of membership and the Trust Mark for the website under your title. For each additional website of this entity, the cost for the Trust Mark will be:

- Sections A, B, C and D: 80€ + VAT
- Sections E, F and G: 300€ + VAT

## 2. FEES FOR CLAIMS FILED

2019	FREE CLAIMS PER YEAR
Section A	15
Section B	20
Section C	25
Section D	30
Section E	40
Section F	60
Section G	75

If the limit of free claims per year is exceeded, the cost per claim will be as found in the following table:

NUMBER OF CLAIMS	PRICE PER CLAIM
First 20	20 € + VAT
From 21 to 40	25 € + VAT
From 41 to 60	32 € + VAT
From 61 to 80	38 € + VAT
From 81	45 € + VAT

If claims filed correspond to a single case, the fee will be reduced by 50%. These fees for claims are to be paid monthly, once the monthly dues are accounted for and the limit of free claims per year is exceeded. These prices do not include the 21% of VAT (Except Canary Islands, Andorra and Remaining Countries)

In case of belonging to Adigital or Autocontrol associations, the joining firm shall be benefit of the following discounts in claims:

DISCOUNT ADIGITAL AND AUTOCONTROL			
If you belong to adigital OR Autocontrol	25 %	If you belong to adigital AND Autocontrol	75 %

# DATA PROTECTION

Confianza Online, in order to correctly maintain the relationship with the adhered entity, makes the following information about personal data processing available. This information is to be furnished by the adhered entity to all those people whose personal data are provided to Confianza Online.

## 1. RESPONSIBLE OF THE PROCESSING

Trade name: Confianza Online, non-profit association  
CIF: G85804011  
Address: Calle Castelló 24, Esc. 1, 2º Izq, 28001, Madrid  
Telephone number: (+34) 91 309 13 47  
E-mail: protecciondedatos@confianzaonline.es

## 2. PURPOSES AND LEGAL BASIS OF THE PROCESSING

Confianza Online will process personal data of the users of the website for the following purposes:

**Purpose 1:** Processing your request and the adhesion to Confianza Online, as well as sending communications derived from our Trustmark's related services.

**Lawful basis:** a) if requested by the entity (legal person), Confianza Online's legitimate interest for processing your data is the maintenance of the relation resulting from the adhesion; b) if personally requested by you (natural person), the legitimate interest is the performance of the contractual relationship with Confianza Online.

**Purpose 2:** Sending information about events, conferences and seminars organised by Confianza Online.

**Lawful basis:** Confianza Online's legitimate interest in sending this information.

**Purpose 3:** Sending Confianza Online's monthly newsletter with the legal updates and the latest news of the Association, as well as relevant information regarding Adigital and/or Autocontrol.

**Lawful basis:** a) for new members, the consent of the data subject, which can be revoked at any time; b) for adhered entities, the exception established in article 21 of the Spanish Information Society Services and Electronic Commerce Act.

**Purpose 4:** Sending communications about the services and/or activities undertaken either by Adigital or Autocontrol.

**Lawful basis:** the consent of the data subject, which can be revoked at any time.

**Purpose 5:** Complying with the legal obligations applicable to Confianza Online or the any requirements specified by public institutions.

**Lawful basis:** the compliance with legal obligations.

The data requested in the form are necessary for the mentioned purposes. Confianza Online will not be able to process your request if such data are not provided.

## 3. DATA CATEGORY AND SOURCE

The personal data processed by Confianza Online will be those provided by the data subject for the maintenance of the relationship between the parties (mainly name, surname and contact details).

## 4. RECIPIENTS

Personal data will be disclosed to:

- a) Adigital and Autocontrol, for them to confirm whether the entity is a directly associated member of theirs or has signed any Convention endorsed by them in specific sectors in order to apply the bonus of the general membership fee for Confianza Online and other relevant discounts, as well as to receive the queries about their activities or services requested by the concerned subjects, for which they could get in contact with you.
- b) The counterparties involved in the dispute resolution procedure before the Advertising Jury of Autocontrol or before the Mediation Committee of Confianza Online.
- c) The Advertising Jury of Autocontrol, regarding the dispute resolution procedures related with digital advertisement activities, protection of minors and data protection related with digital advertising.
- d) The Mediation Committee of Confianza Online, regarding the dispute resolution procedures related with electronic trading with consumers, protection of minors and data protection related with electronic trading.
- e) The National Consumer Arbitration Council or the Regional Arbitration Councils for the resolution of the disputes that may arise as a consequence of the presumed infringement of the rules contained in the Ethical Code referred to electronic trading with consumers or to data protection when related to electronic trading, where no agreement could be reached before the Mediation Committee of Confianza Online.
- f) Competent authorities and institutions, to comply with a legal obligation.
- g) Providers of Confianza Online, as responsible for the processing of data in the specific context of the pertinent service performance (legal and accounting assistance, documentation and information destruction, and providers of communications technology service, such as data hosting or e-mail service).

## 5. INTERNATIONAL TRANSFERS

No personal data transfers are to be carried outside the European Union.

## 6. TIME LIMITS TO DATA STORAGE

Personal data will be stored until the end of the relationship between Confianza Online and the adhered entity, unless the latter requests the erasure of these data previously to this moment. Any modification or suppression of the details regarding the entity's representatives, authorised agents and other contacts are to be communicated to Confianza Online, as a responsible of the processing of these data.

Once the relationship is concluded, as far as the personal data of the concerned subjects are relevant for the liability of Confianza Online before the adhered entities, those data will be stored, duly blocked and made available only for competent legal authorities or public administrations regarding the liability that could be derived from the processing, during the limitation period of the pertinent legal actions.

## 7. RIGHT OF DATA SUBJECTS

Data subjects will be able to exercise the following rights, if applicable, before Confianza Online: access to personal data, rectification, erasure, restriction of processing, objection to processing, data portability and, where processing is based on the consent, the right to revoke it at any moment. Data subjects will be able to exercise these rights identifying themselves with a valid identity card and addressing Confianza Online, via mail or e-mail, to the addresses indicated in section 1. Data subjects have as well the right to file a claim before the competent data protection authority (the Spanish Agency of Data Protection) if they consider their rights to be infringed.