

## **Privacy Policy**

### **Your Privacy is Important to Us**

**Date: 03/04/2023**

#### **1) Introduction**

- a) This Notice explains how we at WELCOME BACK BORICUA, LLC. (“Welcome Back Boricua”) collect and processes your Personal Data. Each time you use our Site, the current version of this Notice will apply. Accordingly, whenever you use our Site, you should check the date of this Notice (which appears at the top) and review any changes since the last version. This Notice is applicable to all site visitors, registered users, and all other users of our Site.
- b) “Personal Data” is any information that enables us to identify you, directly or indirectly, by reference to an identifier such as your name, identification number, location data, online identifier, or one or more factors specific to your physical, physiological, genetic, mental, economic, cultural or social identity.
- c) By visiting welcomebackboricua.com (the “Site”), you acknowledge that you have read and understood the processes and policies referred to in this Notice.

#### **2) Who are we**

- a) For the purposes of General Data Protection, the Data Controller is WELCOME BACK BORICUA, LLC. registered in Colorado (US), with Company Number 20231235572 (“Company” or “Welcome Back Boricua”) with a registered address of Colorado Springs, Co, 80909, US.

#### **How to contact us**

- b) If you have any questions or concerns about this Notice, please contact us using the Contact Us section on our Site.
- c) Alternatively, you can contact us by phone at +1-7192717931 by sending an email to welcomebackboricua@gmail.com or by mail to Colorado Springs, Co, 80909, US.

#### **3) How we collect personal data**

##### **a) Personal Data that you give us**

- i) We may collect and process the following Personal Data:

(1) **Identity Data** includes first name, last name, username or similar identifier, marital status, title, date of birth, and gender.

- (2) **Contact Data** includes billing address, delivery address, email address, and telephone numbers.
- (3) **Financial Data** includes bank account and payment card details.
- (4) **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.
- (5) **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback, and survey responses.

**b) Personal data we collect from you**

i) With regard to each of your visits to the Site we will automatically collect the following information:

- (1) **Technical information**, including the Internet protocol (IP) address used to connect your computer or device to the Internet, browser type and version, time zone setting, browser plug-in types, and versions, operating system and platform;
- (2) **Information about your visit**, including pages you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number; and
- (3) **Location information**

**c) Personal Data we collect from others**

i) We may receive information about you from publicly available and third-party databases or services that provide information about business people that we believe will help us identify products and services that may be of interest to you. We will obtain your consent before contacting you if required by the law of the country in which you are located.

**d) Non-Personal Data**

We collect information that is sent to us automatically by your web browser and we may use this information to generate aggregate statistics about visitors to our Site, including, without limitation:

- i) IP addresses
- ii) Browser type and plug-in details
- iii) Device type (e.g., desktop, laptop, tablet, phone, etc.)

- iv) Operating system
- v) Local time zone

We may use non-Personal Data for various business purposes such as providing customer service, fraud prevention, market research, and improving our Site. Please check your web browser if you want to learn what information your browser sends or how to change your settings.

#### **4) How we use your Personal Data**

We will only process your Personal Data, including sharing it with third parties, where (1) you have provided your consent which can be withdrawn at any time, (2) the processing is necessary for the performance of a contract to which you are a party, (3) we are required by law, (4) processing is required to protect your vital interests or those of another person, or (5) processing is necessary for the purposes of our legitimate commercial interests, except where such interests are overridden by your rights and interests.

#### **5) Personal Data that you give us**

- a) We may use Personal Data that you provide directly to us for the following purposes:
  - i) Process orders you place and complete other transactions you have requested using the Services, and provide you with products and services you request;
  - ii) Send you information or materials you request;
  - iii) Maintain a record of your purchases and other transactions using the Services;
  - iv) Respond to your questions and comments and provide customer support;
  - v) Communicate with you about our products, services, offers, and promotions;
  - vi) Operate, evaluate, and improve our business and the products and services we offer;
  - vii) Analyze and enhance our marketing communications and strategies;
  - viii) Protect against and prevent fraud, unauthorized transactions, claims, and other liabilities, and manage risk exposure, including by identifying potential hackers and other unauthorized users;
  - ix) Analyze trends and statistics regarding use of the Services and transactions conducted using the Services;
  - x) to provide our newsletter, account invite email, welcome email, abandoned cart emails, and other promotional emails, provided you have given your consent;
  - xi) to transfer your information as part of a merger or sale of the business;

xii) to notify you about changes; and

xiii) to ensure that content from our Site is presented most effectively for you and your computer.

#### **6) Information we collect about you**

a) We will use Personal Data that we have collected about your use of our Site:

i) to administer our Site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;

ii) to improve our Site to ensure that content is presented most effectively for you and your computer; as part of our efforts to keep our Site safe and secure;

iii) to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; and

iv) to make suggestions and recommendations to you and other users of our Site about services that may interest you or them.

#### **7) Personal Data we receive from other sources**

We will combine this information with information you give to us and information we collect about you. We will use this information and the combined Personal Data for the purposes set out above (depending on the types of information we receive).

#### **8) When we share and who can access your Personal Data**

a) We may share your Personal Data for the purposes described in this Notice with:

i) a member of our group;

ii) partners, suppliers, and subcontractors, for the performance of obligations arising from your registration, or any other contract we enter into with them or you or to provide you with the information, products, and other registration services that you request from us;

iii) analytics and search engine providers that assist us in the improvement and optimization of our Site;

iv) in case that we sell or buy any business or assets, in which case we will disclose your Personal Data to the prospective seller or buyer of such business or assets;

v) if Welcome Back Boricua or substantially all of its assets are acquired by a third party, in which case Personal Data held by it about its customers will be one of the transferred assets.

- b) We will only transfer your Personal Data to trusted third parties who provide sufficient guarantees in respect of the technical and organizational security measures governing the processing to be carried out and who can demonstrate a commitment to compliance with those measures.

#### **9) Selling or renting your Personal Data**

We will never sell or rent your Personal Data to third parties without your opt-in consent.

#### **10) Security**

- a) Although we use security measures to help protect your Personal Data against loss, misuse, or unauthorized disclosure, we cannot guarantee the security of information transmitted to us over the internet.
- b) All information you provide to us is stored on secure servers.
- c) Any payment transactions will be encrypted using SSL technology.

#### **11) Transfer of Personal Data**

We are headquartered in the United States. Your Personal Data may be accessed by us or transferred to us in the United States or to our affiliates, partners, merchants, or service providers who are located worldwide. If you are visiting our Site from outside the United States, be aware that your information may be transferred to, stored, and processed in the United States where our servers are located, and our central database is operated. By using our Service, you consent to any transfer of this information.

#### **12) How long we store your Personal Data**

We will store your Personal Data, in a form that permits us to identify you, for no longer than is necessary for the purpose for which the Personal Data is processed. We may retain and use your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements and rights, or if it is not technically reasonably feasible to remove it. Consistent with these requirements, we will try to delete your Personal Data quickly upon request.

#### **13) Retention**

We will retain your information for as long as your account is active or as needed to provide you with our Site. If you wish to cancel your account or request that we no longer use your information to provide you service, contact us at [welcombackboricua@gmail.com](mailto:welcombackboricua@gmail.com). We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We maintain one or more databases to store your Personal Data and may keep such information indefinitely.

#### **14) Where we store your personal data**

The Personal Data that you provide to us is generally stored on servers located in the United States. If you are located in another jurisdiction, you should be aware that once your Personal Data is submitted through our Site, it will be transferred to our servers in the United States and that the United States currently does not have uniform data protection laws in place.

#### **15) Cookies and Do Not Track policy**

We use cookies for anonymous tracking data.

#### **16) Links to third-party sites and services**

Our Sites may contain links to third party websites, applications, and services not operated by us. These links are provided as a service and do not imply any endorsement by us of the activities or content of these sites, applications, or services nor any association with their operators. The company is not responsible for the privacy policies or practices of any third party including websites or services directly linked to our Service. We encourage you to review the privacy policies of any third party site that you link from our Service.

#### **17) Your rights**

##### **a) Correction and removal**

- i) If any of the information that we have about you is incorrect, or you wish to have information (including Personal Data) removed from our records, you may do so by contacting us at [welcomebackboricua@gmail.com](mailto:welcomebackboricua@gmail.com).

#### **18) Opting out**

Additionally, if you prefer not to receive marketing messages from us, please let us know by clicking on the unsubscribe link within any marketing message that you receive, by sending a message to us at [welcomebackboricua@gmail.com](mailto:welcomebackboricua@gmail.com), or contact us section on our website.

#### **19) Your European rights**

- a) FOR EUROPEAN RESIDENTS AND CITIZENS ONLY. You have the right to ask us not to process your Personal Data for marketing purposes. We will usually inform you (before collecting your Personal Data) if we intend to use your Personal Data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your Personal Data. You can also exercise the right by contacting us using the contact us section on our Site.
- b) Under European data protection law, in certain circumstances, you have the right to:

**20) Request access to your Personal Data.** You may have the right to request access to any Personal Data we hold about you as well as related information, including the purposes for

processing the Personal Data, the recipients or categories of recipients with whom the Personal Data has been shared, where possible, the period for which the Personal Data will be stored, the source of the Personal Data, and the existence of any automated decision making.

- 21) **Request correction of your Personal Data.** You may have the right to obtain without undue delay the rectification of any inaccurate Personal Data we hold about you.
- 22) **Request erasure of your Personal Data.** You may have the right to request that Personal Data held about you be deleted.
- 23) **Object to processing of your Personal Data.** You may have the right to prevent or restrict the processing of your Personal Data.
- 24) **Request restriction of processing your Personal Data Request transfer of your Personal Data.** You may have the right to request the transfer of Personal Data directly to a third party where this is technically feasible.
- 25) **Withdraw your consent**
  - a) In addition, where you believe that Welcome Back Boricua has not complied with its obligations under this Notice or European law, you have the right to make a complaint to an EU Data Protection Authority, such as the UK Information Commissioner's Office.
  - b) You can exercise any of these rights by contacting us using the contact us section on our website.

## **26) Your Californian rights**

- a) FOR RESIDENTS OF CALIFORNIA ONLY. Section 1798.83 of the California Civil Code requires select businesses to disclose policies relating to the sharing of certain categories of your Personal Data with third parties. If you reside in California and have provided your Personal Data to Welcome Back Boricua, LLC, you may request information about our disclosures of certain categories of Personal Data to third parties for direct marketing purposes. Such requests must be submitted to us at one of the following addresses: [welcomebackboricua@gmail.com](mailto:welcomebackboricua@gmail.com).
- b) Welcome Back Boricua, LLC Colorado Springs, Co, 80909, US.

## **27) Changes to this Notice**

- a) If we make any material changes to this Notice or the way we use, share or collect Personal Data, we will notify you by revising the "Effective Date" at the top of this Notice, prominently posting an announcement of the changes on our Site, or sending an

email to the email address you most recently provided us (unless we do not have such an email address) before the new policy taking effect.

- b) Any changes we make to this Notice in the future will be posted on this page and, where appropriate, a notification sent to you by email. Please check back frequently to see any updates or changes to this Notice.

### **28) Children Under Age 13**

The Services are not directed to, and Welcome Back Boricua does not knowingly collect or solicit personal information from, children under the age of 13. If we learn we have collected or received personal information from a child under the age of 13, we will delete that information. If you believe we might have any information from or about a child under the age of 13, please contact us at [welcomebackboricua@gmail.com](mailto:welcomebackboricua@gmail.com).

### **29) Intellectual Property**

- a) All content included on the Website, including but not limited to text, images, graphics, logos, and videos is Welcome Back Boricua's property. You may not use or reproduce or allow anyone to use or reproduce any trademarks appearing at the Site, in any content, or any materials distributed for any reason without the prior written permission of Welcome Back Boricua.
- b) For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Welcome Back Boricua or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of Welcome Back Boricua or its affiliates, all of which shall at all times remain the exclusive property of Welcome Back Boricua and its affiliates.

### **30) Limitation of Liability**

- a) In no event shall Welcome Back Boricua or any of its subsidiaries or affiliates or owners be liable to any User for any direct, indirect, special, consequential, or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use, the content, materials, and functions of this Website or any linked Website, even if Welcome Back Boricua is expressly advised of the possibility of such damages.

### **31) Miscellaneous**

- a) Welcome Back Boricua's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder.



- b) Welcome Back Boricua shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Welcome Back Boricua's reasonable control.
- c) If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- d) This Agreement is not assignable, transferable, or sub-licensable by you except with Welcome Back Boricua's prior written consent.
- e) This Agreement shall be governed by the laws of India and the parties shall submit to the exclusive jurisdiction of India. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs.
- f) Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.
- g) No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind Welcome Back Boricua in any respect whatsoever.

### **32) Contact Information**

Please contact us at [welcomebackboricua@gmail.com](mailto:welcomebackboricua@gmail.com) for any questions or comments on the Privacy Policy and regarding this Website (including all inquiries related to copyright infringement).