Terms of publication of advertisements

Quid Technology Sociedad Limitada edited this page on 21 Dec 2020 · [8 revisions](https://github.com/Quidtechnologysl/quidhorses/wiki/T%C3%A9rminos-de-publicaci%C3%B3n-de-anuncios/_history)

TERMS OF PUBLICATION OF ADVERTISEMENTS

​1. Identification of the Parties, The present Terms of publication of advertisements regulate the hiring of the services offered through Quid. The parties involved in such hiring are:

Quid (hereinafter, the Holder) with NIF B01882836 and with address at Avda. Madariaga 1-3, Bilbao, Vizcaya, 48014, is the owner of the Marketplace accessible through the URL: [INSERT] as technological intermediary in the contractual relationship between the Advertiser and the Individual. b. The Advertiser, understood as any natural person of legal age who is registered as a User in the Marketplace accessible through the URL [INSERT] and completes all the steps aimed at the publication of advertisements , freely and voluntarily in order to offer their products or services. Hereinafter, each time they are users Advertisers of the Markteplace, they will be referred to as "Advertisers". In accordance with the provisions of the Law of Consumers and Users, Advertisers are not considered consumers or users when acting with a purpose related to their commercial activity, business, trade or profession.

2- The purpose of the present Terms and Conditions is to establish a framework for the publication of advertisements made on the platform by the Advertisers. Advertisers. Quid is a Marketplace that makes available to Individual Users a common space for those who wish to find services of [DEFINE] as well as products related to [DEFINE] offered by Advertisers.

​3. Publication of advertisements by Advertisers

3.1. Publication process1 The advertisement publication process can be carried out through the Marketplace, under the identification as a Registered User through the form established for such purpose, indicating the required data at the moment of hiring. Then, the Advertiser will have to:

a. Click on “Create advertisement2”.

b. Once the Advertiser had clicked on the previous button, they will have to check that the services or products of each advertisement match the selection made.

c. After that, in case the publication is not made as a registered User, the Advertiser must first register and enter all the necessary data to create the advertisement. Quid will send the User an email informing them that their subscription is being processed and that they will soon receive a response for the activation of their account. Quid will provide access to your account through the mailing of a two-factor authentication system, at which point you become a Registered User. In all those cases in which access has been made in such a way that the information relating to the user's identification data, address or method of payment has not been obtained, it will be necessary for the user to consign them, so that the processing of the publication can be managed.

d. It will be necessary that the Advertiser enters the data relating to their condition as User, including their company and/or fiscal data, such as: corporate name and NIF, contact person's data and invoicing data.

e. Likewise, the Advertiser will have to inform about the required data and about the treatment of the data collected from the users that hire their services by showing it in the heading of each section they publish.

f. Each time the Advertiser has provided this information, they will have to, after checking their request, confirm their willingness to publish the advertisement and formalize the publication of the advertisement.

3.2. Rules for the publication of advertisements

A. The Advertiser must be the holder of the services or products published or have authorization to make them available on the platform.

b. Furthermore, they must also provide a number of details of the same, such as the description, dates of the event, etc. The Advertiser must disclose any deficiencies, restrictions and requirements that may be relevant, and must provide any other relevant information requested by Quid.

c. The Advertiser is responsible for keeping the information in their advertisement up to date at all times, including the availability of dates of the same.

d. In any case, a price (including taxes, if applicable) must be set for the advertisement, as well as any additional matters included.

e. The provided and mentioned during the process of publication of the advertisement (services, deadline, etc.), will be part of the Special Conditions established between the Advertiser and the Individual.

f. It is the Advertiser's responsibility to be the sole and exclusive owner and provider of the advertisement, having all the rights, licenses, consents and disclaimers necessary to make such advertisement available on Quid.

g. Quid does not check the advertisements posted on the platform, but reserves the right to remove those advertisements that violate or contravene the provisions of these terms or any other applicable terms.

3.3. Payment policy, commissions and characteristics of the services. The prices and characteristics of the services will depend on what is established by the Advertiser in his/her section which will be shown at all times in the Marketplace and will be part of the Special Conditions made between the Advertiser and the Individual in accordance with the stipulated in the General Conditions of Use of Quid. Quid charges a commission that depends on the used platform . The payment platform may charge an additional fee. Quid uses the payment infrastructure of [DEFINE], for which the Holder charges a fee for each service contracted in accordance with what was established during the payment process. The minimum fee per transaction is [DEFINE]. By accepting these Conditions, the Particular allows the sending of an electronic invoice, in this case, by the Holder once the payment of the products or services has been made.

3.4. Quid as a treatment order on behalf of the Advertisers

a. Quid is a Marketplace which means it is configured as a data processor in regard of the advertising Users, since it works as a platform in which they are able to commercialize their services or products, being the advertisers the responsible ones for the data process of the Particulars who hire their services or buy their products. In the execution of the contractual relationship between Quid and the Advertisers that publish their advertisements , Quid will process personal data on behalf of those ( as responsible), for whose treatment Quid will be considered responsible for the purposes of applicable law.

b. Quid will process the data referred to in this paragraph in accordance with the object and purpose of the relationship and always under the instructions provided by the Controller and in any case will take organizational and technical measures in accordance with the type of data to be processed, the purposes and risks of processing and perform specific privacy actions from the design and by default on those treatments to be performed. Quid will refrain from applying or using the personal data collected for purposes other than those of the relationship and will not communicate them, not even for storage, to other people, unless such communication had previously and expressly been authorized by the Controller or required by law. In the case that Quid uses the data for different purposes, it shall be deemed to be responsible for the processing in accordance with the stipulations of the applicable regulations.

c. Quid commits to keep secret about the personal data being processed, and to maintain absolute confidentiality and reserve on any data that may come to its knowledge during the performance of the services provided, ensuring that it will extend this obligation to all personnel of its organization authorized to access the personal data object of the Responsible. This duty of secrecy and confidentiality shall subsist without any time limit.

d. The execution of the relationship requires the subhiring of part of the services, specifically [DEFINE]5. Such services will be provided by [COMPANY], domiciled at [ADDRESS], and provided with NIF [NIF] (hereinafter, the subcontracted). The data processing carried out by the subcontracted party shall also be in accordance with Quid's instructions. In this context, Quid has formalized a contract in which the subcontractor is obliged to process the data under similar conditions to those established in this relationship. The parties agree that the subprocessor can be replaced in its obligations by another service provider, for which it will be necessary for Quid to notify the Controller at least one (1) month in advance to give its consent. The service provider who, if the case may be, will succeed the subprocessor, shall be subrogated in the position that the latter occupies in this Stipulation.

e. The Parties do not foresee that the rest of the subcontracting to be carried out implies access to the personal data processed by the Controller. Nevertheless, in the case that such access is necessary to fulfill the object and purpose of this intermediation work, the Controller may authorize the Processor to carry out such subcontracting, in accordance with the terms of article 28.2 RGPD, through prior written or specific authorization. In any case, the document regulating such relationship shall contain the provision of sufficient guarantees for the implementation of appropriate technical and organizational measures, so that the processing is in compliance with data protection regulations. In any case, the subcontracting that may be made by Quid with third parties including those authorized by the Controller, are solely and exclusively due to Quid's own interests.

f. Once finished the current contractual relationship between the Parties, the personal data shall be deleted or returned to the Responsible, at the option of the latter, deleting as many copies of the same as may exist. The foregoing, unless there were any rule of the European Union and / or any of the Member States that would be applicable under which the conservation of personal data is required. In this case, Quid must proceed to the return of the data ensuring the Responsible for their preservation.

3.5 Withdrawal of the publication of advertisements

Advertising Users are not considered as Consumers and Users when acting with a purpose related to their commercial activity, business, trade or profession. In the case that the Company has exceptionally been granted the status of consumer and user, under the terms of Article 103 a) of the Law on Consumers and Users, it is not possible to exercise the right of withdrawal when the provision of services has been fully executed, understanding in this case that the service provided by the Holder is executed as soon as the advertisement is published.

​ 4 Advertisers' Obligations through the acceptance of these Conditions, Advertisers agree to:

a. Pay on time and form the corresponding amounts specified in the process of uploading advertisements. Failing to pay shall exempt Quid from compliance with the obligations set forth herein, and any other obligations it may have assumed.

b. Answer from the veracity and authenticity of any data that have been provided to publish advertisements.

C. Assume the responsibilities derived from any of the requirements demanded by these Conditions to hold the condition of Advertisers.

d. Fulfill any other obligations contained in these Terms and Conditions and in the Special Conditions agreed between Advertisers and Particulars, as well as in any other that may be applicable, assuming any responsibility arising from its non-compliance, leaving the Holder completely indemnified.

​5. Acceptance of the Terms of Publication of Advertisements

5.1. When the provision of services is carried out entirely through the Marketplace, the Advertiser must read these Terms and expressly accept them by clicking on the corresponding consent checkbox, which is unchecked by default, at the end of the advertisement publishing process. 5.2. Likewise, these Conditions are applicable during the subsequent service provision process between Advertisers and Particulars or during the subsequent contracting process, as well as, the Particular Conditions established between both parties and the Particular Conditions of Registration in Quid, as long as they do not contravene the arranged in these Conditions.

Disclaimer of liability

6.1. The Holder shall in no case be responsible for damages caused to the Advertiser or Particulars for causes attributable to them. Only and exclusively, Quid shall be responsible for those damages that are caused as a result of the contracting made in the Marketplace, as long as they are derived from a fraudulent or negligent action of the former. 6.2. By way of example only, Quid is not responsible for: a. The usefulness for the Advertiser of the services or products offered on the Marketplace. b. The personal or material damage caused as a result of the use of the services, provided that the recommendations specified in the same have not been followed. c. Failing to fulfill its obligations due to force majeure such as, not wishing to be exhaustive, internal or external strikes, natural disasters, social unrest, etc. d. The content and form of delivery of the services in Quid.

6.3. The Company thus acknowledges that it is contracting at its own risk and peril, limiting Quid's activity to the execution of the material tasks necessary for the processing, management and provision of such services. 6.4. In any case, the liability Quid assumes in front of the Advertiser, in no case includes lost profits and will be limited, at most and for any reason, the total amount received by Quid in accordance with these Conditions.

Exclusion of liability related to advertisements

7.1. Quid is not liable for any damages that may arise from or in connection with the use of Quid and the services announced on the platform. This includes, but is not limited to: direct loss, loss of business or profits, damage caused to your device and the data contained therein, as well as any other direct or indirect, consequential and incidental damages. 7.2. The activity of the Holder is limited to the intermediation and facilitation of the services provided by the Advertisers or the material tasks necessary to hire them. 7.3. The Holder is not responsible for the data provided in the creation of the advertisements, as well as for the data provided in the different profiles of the Users. 7.4. The Holder is not responsible for the Particular Conditions (price, services, cancellation, etc.) agreed between Advertisers and Particulars, as well as for the modification thereof.

Compensation

8.1. The non-compliance from the Advertisers of these Conditions or any other that may be applicable may result in damages to the Holder. In this sense, the User (whatever their condition) shall be obliged to compensate the former for any damage, injury, loss or cost (such as attorneys' and solicitors' fees). 8.2. Likewise, if due to the breaches of the Advertiser or Particular, any type of claims or proceedings against the Holder are generated, the former shall indemnify the Holder from them, and the latter may claim any expense, cost, loss or damage arising therefrom.

Modifications

9.1. These current Conditions can be modified and/or updated at any time without prior notice. The amendments made shall enter into force upon publication in the Markteplace, whatever the medio and form used for this purpose might be. 9.2. Quid is not responsible for any changes made between Advertisers and Particulars of the Special Conditions agreed between the parties.

Other matters

10.1. Safeguarding and interpretation If the competent Authority declares any of these provisions to be illegal, invalid or unenforceable, this shall mean that the same must be interpreted in the closest manner to the original intention of such provision. In any case, such declaration in regards to one or more clauses will not prejudice the validity of the remaining clauses. Quid's lack of demand to require strict compliance with any of the terms of these Terms, does not constitute and shall not be construed in any way as a waiver by Quid to require it in the future. 10.2. Language The language applicable to these Terms is Spanish. If versions in other languages are offered, it is only as a mere courtesy, for the Advertiser's convenience. Therefore, the Advertiser expressly accepts that these Terms shall be governed by their Spanish version. In case of contradiction, the Spanish version will prevail. 10.3. Applicable law and jurisdiction The relationship between the Holder and the Advertisers shall be governed by Spanish law and any discrepancies or conflicts regarding these Conditions shall be submitted to the Courts and Tribunals of Bilbao.