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PRIVACY POLICY

The Personal Data provided through any of the features of this Webinar shall be treated in accordance with the following Privacy Policy.

1. PURPOSE, SCOPE AND DURATION

ZABALA BRUSSELS SPRL, located at Rue Belliard 20 - 4ème, B-1040 Brussels, Belgium, with VAT number BE0692797754, is responsible for the Webinar "Boosting Hydropower V, Best practices for research" (the "Webinar") under the ETIP HYDROPOWER project (ID 101075620).

This Privacy Policy (the "**Policy**") applies to the personal data ("**Personal Data**") of Users accessing the Webinar ("**Users**"), with the following purposes (the "**Purpose**"):

Compliance with the Dissemination and Communication tasks within the Work Package 5

This Policy applies to all Users of the Webinar, regardless of their location, unless otherwise specified in the Project's regulatory documents ("Scope") and the Privacy Policy, Cookies Policy and Legal Notice set out through this document.

The Policy is effective from the moment Users accept the terms and conditions in the Registration Form ("**Registration Form**") for the Webinar and remains valid as long as the Webinar is operational, or until the Purpose is fulfilled. This Policy will automatically terminate in any case once the Webinar is no longer accessible or displayed, or the Purpose is early terminated.

2. DATA CONTROLLER AND CONTACT INFORMATION

The providers of the Webinar and Data Controller are:

- ZABALA BRUSSELS SPRL, located at rue Belliard, 20 -4ème B- 1040 Bruxelles,
- VAT BE0692797754, and
- telephone number: +32 2 5138122
- email: gdpr@zabala.es.

3. TYPES OF DATA COLLECTED, SPECIAL CATEGORIES AND USE

The Personal Data required to accomplish the Purpose are:

- User's Name, surname, and email which shall be displayed in the Webinar visible to other participants. Providers of the Webinar shall not process any Personal Data considered special and/or sensitive according to the applicable laws of this Policy.

4. DATA PROCESSING AND PURPOSE

"Processing" means any operation or set of operations performed on Personal Data such as collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure,

dissemination making available, alignment or combination, restriction, erasure or destruction, following the applicable laws.

When accessing the Webinar, Personal Data is automatically stored or collected. Providers will only collect, store, record and use Personal Data for the duration of the Project [3 years] and if the Purpose requires so, and with the informed consent of the User through this Policy and the checkbox explicitly marked through the Registration Form of the Webinar.

Please note that the webinar will be recorded and uploaded to YouTube for future viewing. By attending the Webinar, you consent to this recording and its potential public availability and are aware that any written or oral interaction during the session will be displayed.

Providers shall only organize and structure Personal Data to the extent is needed for the proper functioning of the Webinar's services and to achieve the Purpose. Providers do not adapt or alter any Personal Data of Users. Such actions may only occur under specific circumstances and with the informed consent of the User, if required for the proper functioning of the Webinar's services.

Providers shall restrict, erase or destroy the Personal Data, if any, immediately after the Purpose of the storage is terminated without the need for a request from the User and unconditionally upon the User's request at any time.

5. DATA RETENTION

The retention of data will be the duration of the Project as set out above, except as otherwise stated in this Policy.

6. DATA SHARING AND DISCLOSURE

There are no transfers of personal data to third parties nor to international countries, except for the list of beneficiaries, affiliated entities, and associated partners ("Consortium of the Project"), if any, of the Project.

7. RIGHTS OF THE USERS

Users have the following rights regarding their Personal Data, in accordance with the applicable laws to this Policy:

- Right to a transparent information (Articles 12, 13, 14)
- Right of access by the data subject (Article 15)
- Right to rectification (Article 16)
- Right to erasure ("right to be forgotten") of data (Article 17)
- Right to restrict data processing (Article 18)
- Right to a notification regarding rectification, erasure or restriction of processing (Article 19)

- Right to data portability, i.e., transferring their Personal Data from one data controller to another (Article 20)
- Right to object and automated individual decision-making (Article 21)
- Right to request more information about the Project and the activities carried out under the Scope.

8. SECURITY MEASURES

Providers shall implement appropriate technical and organizational measures to ensure a level of security aligned to the risk related to the Personal Data such as:

- The capability to maintain the confidentiality, integrity, availability and resilience of processing systems and services; and,
- To have the capability of solving and restoring in case of any accidental and/or unlawful destruction, loss, alterations, unauthorized disclosure or access to Personal Data transmitted, stores or otherwise processed.

9. AUTOMATED DECISION-MAKING AND PROFILING

Personal Data is not used for any automated decision-making or profiling.

10. CONSENT

By registering for this Webinar, you consent to the processing of your personal data as described in this Privacy Policy.

11. THIRD-PARTY SERVICES

The Webinar will be hosted on Teams ("**Platform**"), and by registering, you have acknowledged and accepted their privacy practices in the Registration Form.

12. DATA PROTECTION COMPLIANCE

We are committed to ensure that our Webinar complies with applicable laws and data protection law, especially the Regulation (EU) 2016/679 (GDPR).

13. DATA PROTECTION COMPLAINTS

Users can lodge a complaint if they feel their data protection rights have been violated to the data protection authorities or supervisory bodies, that is to say, to the European Data Protection Board and to the national supervisory Authorities.

WEBINAR COOKIES POLICY

COOKIES POLICY

This Policy serves the purpose to explain how the cookies are used in this Webinar under the applicable laws.

1. WHAT ARE COOKIES?

Cookies are text files placed in your device with the function of storing certain information. With these small text files, the Website can identify that you have previously accessed and visited it through the browser on your end device. They are a standard procedure from which is delivered data to a user, request the user to store some information, or retain user's data. They are also implemented to allow user-side customization.

Cookies can store the Websites you visit, how often and how long the Websites are visited, links you click, items purchased, usernames, passwords, geolocation and IP address, address and phone number.

Cookies do not cause damage to Users' computers or files stored on them, and they are automatically deleted upon exiting the Website.

2. TYPES OF COOKIES FOR THE WEBINAR

Essential or technical cookies are those necessary for the functioning of the Webinar. They allow Users to log in, access the Webinar, and perform essential tasks like navigation and session management.

Analytical cookies are those to help Webinar hosts understand how participants engage with the Webinar. They track attendance, interactions (like chat participation or polls), and user actions.

Third-party cookies – those different from the previous ones – may be used, to which the User could be exposed for the proper functioning of the Webinar.

3. MANAGEMENT OF COOKIES AND THIRD-PARTY PLATFORM COOKIES

Please review the cookies policy of the platform hosting the Webinar to understand what cookies they use and how you can manage them. You can find their cookies policy at Microsoft Privacy Statement – Microsoft privacy.

4. RETENTION OF DATA

Cookies used by Microsoft services, including those related to the Webinar platform, may store data for varying periods depending on their function. Essential cookies are typically retained for the duration of the session, while performance, analytics, and other non-essential cookies may be stored for longer periods to improve user experience and service functionality.

For more detailed information on the retention of data and cookies, please refer to <u>Microsoft Privacy</u> <u>Statement – Microsoft privacy</u> which outlines their practices regarding data retention, cookie usage, and how users can manage their preferences.

WEBINAR COOKIES POLICY

5. LEGAL COMPLIANCE

We are committed to ensure that our Webinar complies with applicable laws and data protection law, particularly the Directive 2009/136/EC of the European Parliament and of the Council of 25 November 2009 amending Directive 2002/22/EC on universal service and Users' rights relating to electronic communications networks and services, Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector and Regulation (EC) No 2006/2004 on cooperation between national authorities responsible for the enforcement of consumer protection laws; and the Regulation (EU) 2016/679 (the General Data Protection Regulation).

WEBINAR LEGAL NOTICE

LEGAL NOTICE

This notice serves the purpose of providing legal information about the Webinar and its use under the applicable laws.

1. IDENTIFICATION NAME OF THE OWNER

ZABALA BRUSSELS SPRL, located at rue Belliard, 20 -4ème – B- 1040 in Bruxelles, with VAT number BE0692797754, hereinafter "ZABALA", within the framework of the ETIP HYDROPOWER project (ID 101075620), who is the owner of this Webinar.

2. TERMS AND CONDITIONS

Acceptance of Terms

Before browsing the Webinar, Users are invited to review the following terms and any other applicable and shall ensure they fully understand and accept it since continued use of the Webinar implies their express and unconditional consent to this Policy.

Use of the Webinar

You agree to use this Webinar only for lawful purposes and in accordance with these Terms and Conditions.

User Obligations

You agree not to use this Webinar in any form that could cause harm or hinder the system.

Ownership of the parties

These Terms shall not infringe upon any ownership of the Webinar belonging to the Parties of the ETIP HYDROPOWER Project.

Intellectual and industrial property

Users only have access for the Purpose and do not own the intellectual and industrial property of the contents.

Responsibility of the contents

The Consortium of the Project, or Providers shall not be deemed responsible for any illegal activity carried out by third parties on their Webinar to which Users have accessed through the Webinar or that could be linked to the Webinar.

WEBINAR LEGAL NOTICE

Reproducibility of the contents

It is prohibited the whole or partial reproduction or copy of the contents displayed on the Webinar.

Limitation of Liability to a service

We will not be held liable for any direct, incidental, or consequential damages arising from the use of this Webinar.

We will not be held liable for any third-party services, technical failures, or user actions arising from the use of this Webinar.

We are not responsible for any update, maintenance, repair or improvement of the Webinar that restricts its use or whose access is constraint due to such measures.

Exclusion of warranty

This Webinar is provided "as is" and we make no warranties, express or implied, regarding its availability.

Hyperlinks to other Websites

The Webinar may contain links (hyperlinks or banners) to other Websites, which are not managed by the Providers, and do not have any control over these sites, the services they provide, or their privacy policies. The use of such links is subject to the terms of use of their respective websites, which Users should review.

The Data Controller and Providers are not responsible for any losses or damages arising from the use of these links. Accessing these links is done at the User's own risk and responsibility.

3. PRIVACY POLICY AND DATA PROTECTION

The Webinar is governed by the Privacy Policy which explains in more detail how Personal Data is processed.

4. TERMINATION OF ACCESS

We reserve the right to terminate this Webinar or your access to the Webinar at any time for violations of these Terms and Conditions.

5. APPLICABLE LAW AND JURISDICTION

This Legal notice, and its provisions shall be subject to the applicable laws in the European Union, primarily, but not limited to, the Regulation (EU) 2016/679 (the General Data Protection Regulation), and the Directive 2009/136/EC of the European Parliament and of the Council of 25 November 2009 amending Directive 2002/22/EC on universal service and Users' rights relating to electronic communications networks and services, Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector and Regulation (EC) No 2006/2004 on cooperation between national authorities responsible for the enforcement of consumer protection laws.

WEBINAR LEGAL NOTICE

In the event of disputes, it shall be solved amicably. If the former is not possible, Users and Providers have the right to file a lawsuit in the competent courts which shall be the Belgian Courts, unless otherwise stated in Consumer protection laws or any other applicable legislation worldwide.