

## **Privacy Policy**

Access to the website of Edzcom Oy (hereinafter “Edzcom”) and the information regarding any of the products and services contained herein implies submission to and acceptance of the conditions envisaged in this Legal Notice. We therefore recommend that you carefully read the contents hereof if you wish to access and use the information and services offered on the Edzcom website.

The terms and conditions set forth below are effective from the date of their latest revision. Notwithstanding, Edzcom reserves the right to update or eliminate the information contained on its website at any time and to limit or forbid access to said information without prior notice, especially when technical difficulties arise which, in the judgement of Edzcom, diminish or nullify the security standards adopted for the proper operation thereof.

### **OWNERSHIP OF THE WEBSITE**

This website is the property of Edzcom Oy, a Finnish Company, with registered office at Gräsäntörmä 2, 02200, Espoo, Finland, Company Reg. No: 3115260-5.

The e-mail address for this website is [info@edzcom.com](mailto:info@edzcom.com).

### **PRIVACY POLICY**

Edzcom is committed to respecting your privacy and to complying with applicable data privacy laws including the General Data Protection Regulation (“GDPR”). You are not required to provide personal data to Edzcom. However, if you choose not to provide your personal data to Edzcom, we may not be able to provide you with products or services or all of their functionalities or to respond to queries you have. The following Privacy Policy informs you about what personal data is collected when using our website and how we process, use and protect such data.

#### **Who is responsible for processing your data?**

Any personal data that may be collected through the website will be processed by Edzcom.

You can contact Edzcom at any time to answer any doubts about the processing of your personal data by contacting the data protection office at [personaldata@cellnextelecom.com](mailto:personaldata@cellnextelecom.com)

#### **How do we collect your data?**

We obtain information about you when you communicate with us or use our website, for example, when you:

- Subscribe to webinars;
- Download whitepapers or any other marketing material

- Subscribe to the newsletter; or
- Contact us.

The information you provide will be done so voluntarily.

### **What data do we collect?**

This depends on the nature of your contact but might include your name, surname, email address, phone number, IP address, company, job position and other data regarding what information you have accessed and when.

### **What cookies are we using?**

#### **Essential**

Essential cookies enable basic functions and are necessary for the proper function of the website.

#### **Borlabs Cookie**

Name: Borlabs Cookie

Provider: Owner of this website

Purpose: Saves the visitors preferences selected in the Cookie Box of Borlabs Cookie.

Cookie Name: borlabs-cookie

Cookie Expiry: 1 Year

#### **Statistics**

Statistics cookies collect information anonymously. This information helps us to understand how our visitors use our website.

#### **Google Analytics**

Name: Google Analytics

Provider: Google LLC

Purpose: Cookie by Google used for website analytics. Generates statistical data on how the visitor uses the website.

Privacy Policy: <https://policies.google.com/privacy?hl=en>

Cookie Name: \_ga,\_gat,\_gid

Cookie Expiry: 2 Years

#### **Marketing**

Marketing cookies are used by third-party advertisers or publishers to display personalized ads. They do this by tracking visitors across websites.

#### **Hotjar**

Name: Hotjar

Provider: Hotjar Ltd.

Purpose: Hotjar is an user behavior analytic tool by Hotjar Ltd. We use Hotjar to understand how users interact with our website.

Privacy Policy: <https://www.hotjar.com/legal/policies/privacy/>

Host(s): \*.hotjar.com

Cookie Name: \_hjClosedSurveyInvites, \_hjDonePolls, \_hjMinimizedPolls, \_hjDoneTestersWidgets, \_hjIncludedInSample, \_hjShownFeedbackMessage, \_hjtid, \_hjRecordingLastActivity, hjTLDTTest, \_hjUserAttributesHash, \_hjCachedUserAttributes, \_hjLocalStorageTest, \_hjptid

Cookie Expiry: Session / 1 Year

## **External Media**

Content from video platforms and social media platforms is blocked by default. If External Media cookies are accepted, access to those contents no longer requires manual consent.

### **YouTube**

Name: YouTube

Provider: YouTube

Purpose: Used to unblock YouTube content.

Privacy Policy: <https://policies.google.com/privacy?hl=en&gl=en>

Host(s): google.com

Cookie Name: NID

Cookie Expiry: 6 Month

### **MailChimp**

Name: Mailchimp

Provider: Mailchimp

Purpose: Mailchimp is a user database management service. We use Mailchimp on this website for our online marketing activities.

Cookie Name: Mailchimp campaign ID: mc\_cid; Mailchimp email ID: mc\_eid; Page visitor entered your site on: mc\_landing\_site

Cookie Expiry: 14 day

## **For what purposes will we process your data?**

Any data that you may provide us will be used by Edzcom to:

- Manage your requests sent through the available channels on the website.
- Manage your subscription to the newsletter or to other contents such as webinars. and whitepapers or downloadable content.
- Provide products and services
- Developing and managing products and services
- Create accounts as some services may require an account to help you manage your content and preferences
- Provide marketing, advertising and making recommendations

The legal basis for processing your data is your express content, which will be formalized by accepting the Privacy Policy at the time the data are collected or the legitimate interest of Edzcom in processing such data.

## **How long will we keep your data?**

Your personal data will be kept for the time necessary to fulfil the purpose for which they were collected. When your data is no longer necessary, access to them will be limited to compliance with strictly legal obligations or they will be securely destroyed.

## **Who will we share your data with?**

If necessary, the personal data you provide may be communicated to any company or companies of the Cellnex Group based in the European Economic Area that may so require. Sending your data to the aforementioned companies of the Cellnex Group will

occur only in cases where it is strictly necessary to process and correctly manage the request or subscription you have made. Additionally, we may pass your personal information to our third-party service providers. When we use third party service providers, we disclose only the personal information that is necessary to deliver the service and we require them to keep your information secure and not to use it for any different purpose. As part of the services offered to you through this website, the information which you provide to us may be transferred to countries outside the European Union (“EU”). These countries may not have similar data protection laws to the EU. By submitting your personal data, you’re agreeing to this transfer, storing or processing. If we transfer your information outside of the EU in this way, we will take steps to ensure that appropriate security measures are taken with the aim of ensuring that your privacy rights continue to be protected as outlined in this policy. Finally, we may disclose your personal information if we are under a duty to comply with a legal obligation.

### **How do we protect your data?**

Edzcom may contract certain services from third parties that could involve accessing and/or processing of personal data, but in any case, third parties are required to comply with current legislation and security policies, and must guarantee the use of the information in accordance with the instructions of Edzcom and must implement the appropriate technical and organizational measures to guarantee the confidentiality of the information.

### **What are your data protection rights?**

You can exercise your rights at any time by contacting the data protection office at the aforementioned e-mail address. In particular, you can request access to your personal data, ask to rectify any inaccurate information, request the deletion of your personal data, request that processing be limited, and request portability of your data, always within the terms of the legislation in force. Likewise, when the legal basis for processing is your consent, you can exercise your right to object to the processing of personal data at any time. We would also inform you of the option to submit a claim to the Office of the Data Protection Ombudsman if you consider that the legislation has been infringed with respect to processing your personal data.

## **INTELLECTUAL AND INDUSTRIAL PROPERTY**

All the contents of the Edzcom website, including, but not limited to, texts, documents, photographs, drawings, images, icons, graphical representations, audiovisual and sound content, as well as the graphic design and source code thereof, trademarks, trade names and other distinctive signs, are the exclusive property of Edzcom, the Cellnex Group or of third parties and are protected by the Laws on Industrial and Intellectual Property, unless otherwise specified.

Consequently, users must at all times respect the intellectual and industrial property rights to the Edzcom website which are owned exclusively by Edzcom or by third parties.

Any type of use, reproduction, distribution, modification, public communication, assignment, transformation or any other form of disclosure of the information or elements contained on the Edzcom website and mentioned in this section, on any medium and by any means, is strictly prohibited, unless expressly authorized in writing by their respective titleholders. The contents of this website may only be downloaded to users' terminals for private, non-commercial use.

The infringement of any of these rights may constitute a breach of these conditions and of Industrial and Intellectual Property laws and may be an offence punishable in accordance with the applicable Laws on Industrial and Intellectual Property.

## **RESPONSIBILITIES**

Edzcom does not guarantee continual access to, or the proper display, downloading or use of the elements and information contained on the Edzcom website, which may be impeded, obstructed or interrupted owing to factors or circumstances beyond the company's control.

Edzcom shall not be held responsible for any information or any other content appearing in third-party spaces or websites accessible through the Edzcom website by means of links or hyperlinks, nor for information or any other content incorporated into third-party spaces or websites from which, by means of links or hyperlinks, it is possible to access the Edzcom website, nor for any information and content on any third-party website presented under the appearance or distinctive signs of Edzcom, except with the express authorization of the latter.

Edzcom assumes no responsibility whatsoever in connection with the information, contents of any type, products and services offered or given through the Edzcom website by third parties or organizations, even if the aforesaid contents belong to the same financial Group, and in particular for any damages of any type which in connection with the foregoing may arise owing to: (i) absence or shortcomings in the information provided to users or in the truthfulness, accuracy or completeness thereof; (ii) non-compliance or defective or late compliance with contracts or pre-contractual relationships; (iii) failure to comply with the obligations on information society service providers; (iv) infringement of the rights of consumers and users; (v) infringement of intellectual and industrial property rights; acts of unfair competition or illicit advertising; (vi) infringement of data protection rights; of professional secrecy and people's rights to honor, personal and family privacy, and their own image; and (vii) in general, the infringement of any applicable law, custom or code of conduct.

Edzcom assumes no responsibility whatsoever for damages, losses, claims or expenses arising from: (i) interference, interruptions, faults, omissions, telephonic failures, delays, obstructions or disconnections in the operation of the electronic system arising from shortcomings, overloads or errors in telecommunications lines and networks, or on any other grounds beyond the control of Edzcom; (ii) illegal interference through the use of malicious software of any kind or through any means of communication, such as computer viruses or of any other type; (iii) improper or unsuitable use of the Edzcom

website; (iv) security or browsing errors arising from the malfunctioning of the browser or owing to outdated versions thereof.

In any case, users of the Edzcom website shall be responsible for damages of any kind that Edzcom may suffer as a consequence of the user's failure to comply with the obligations to which they are subject by virtue of this Legal Notice or any specific terms and conditions which may be applicable.

## **SECURITY POLICY**

Creating links to the Edzcom website from third-party websites without express authorization in writing from Edzcom is strictly prohibited.

Accessing the website implies no obligation on the part of Edzcom to guarantee the absence of viruses or of any other harmful computer element. Users shall, in all cases, be responsible for having suitable tools for detecting and cleaning harmful computer programs.

Edzcom shall not be held liable for any damages arising in the computing equipment of users or of third parties during the provision of the portal's service.

## **APPLICABLE LAWS AND JURISDICTION**

These terms and conditions are subject to the laws of Finland. To resolve any dispute which may arise as a result of accessing the website, the user and Edzcom expressly agree to submit to the courts of the City of Helsinki, waiving any other general or specific jurisdiction to which they may be entitled.