

PRIVACY POLICY

Version 2.0

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FOR THE ROAD



PRIVACY POLICY related to personal data, collected by GAFF INTERNACIONAL, S.A. DE C.V. (hereinafter referred to as "GAFF INTERNATIONAL")

1.- General.

1.1.- GAFF INTERNATIONAL IS A COMPANY COMMITTED AND RESPECTFUL OF THE RIGHTS OVER THE PERSONAL DATA OF INDIVIDUALS, RECOGNIZED IN ARTICLE 16, SECTION II OF THE POLITICAL CONSTITUTION OF THE UNITED MEXICAN STATES, AS WELL AS OF THE PROTECTION OF INDIVIDUALS. OF PERSONAL DATA IN POSSESSION OF THE INDIVIDUALS, THEREFORE, PUTS AT YOUR DISPOSAL THIS PRIVACY NOTICE, IN SAY THAT THE OWNER OF THE PERSONAL DATA, IS POWERED TO EXERCISE THEIR RIGHT TO SELF-DETERMINATION.

1.2.- BY ENTERING AND USING THIS INTERNET PORTAL, WHOSE DOMAIN NAME IS: www.gaff.com.mx PROPERTY OF GAFF INTERNATIONAL, YOU (THE OWNER) DECLARE THAT YOU ARE ACCEPTING THE TERMS AND CONDITIONS CONTAINED IN THIS NOTICE AND YOU EXPRESSLY DECLARE AND GRANT ITS ACCEPTANCE AND CONSENT USING ELECTRONIC MEDIA FOR SUCH EFFECT, IN TERMS OF THE PROVISIONS OF ARTICLE 1803 OF THE FEDERAL CIVIL CODE.

1.3.- IF THE OWNER DOES NOT ABSOLUTELY AND COMPLETE THE TERMS AND CONDITIONS OF THIS NOTICE, THE OWNER MUST REFRAIN FROM SHARING ANY KIND OF INFORMATION TO GAFF INTERNATIONAL BY ANY MEANS, INCLUDING THE SITE: www.gaff.com.mx.

1.4.- IN THE EVENT THAT THE OWNER CONTINUES TO USE www.gaff.com.mx, BE IT IN TOTAL OR PARTIAL WAY, SUCH ACTION WILL BE CONSIDERED AS YOUR ABSOLUTE AND EXPRESS ACCEPTANCE OF THE PRIVACY NOTICE.

1.5.- THE SINGLE USE OF THE INTERNET PAGE BY THE OWNER PUBLIC (HEREIN REFERRED AS THE "OWNER" OR THE "OWNERS") IMPLIES THE ACCEPTANCE, FULL AND UNCONDITIONAL, OF EACH AND EVERY ONE OF THE GENERAL AND PARTICULAR CONDITIONS INCLUDED IN THIS PRIVACY NOTICE IN THE VERSION PUBLISHED BY GAFF INTERNATIONAL, AT THE SAME TIME THE OWNER ACCESSES THE PAGE.

THE PARTIES AGREE THAT IN THE NO EXISTENCE, ERROR, DOLO, BAD FAITH OR ANY OTHER VICE OF THE WILL THAT COULD NULLIFY THE VALIDITY OF THIS INSTRUMENT, BOTH AGREE TO BE BOUND BY THE FOLLOWING PROVISIONS:

2.- Definitions

2.1.- Holder.- The natural person (HOLDER) to whom the personal data identifies or corresponds.

2.2.- Sensitive personal data.- Those personal data that affect the most intimate sphere of the owner, or whose misuse may give rise to discrimination or entail a serious risk for it.

2.3.- Responsible. Individual or legal entity (GAFF INTERNATIONAL) of a private nature who decides on the processing of personal data.

2.4.- Person in charge.- The natural or legal person that alone or jointly with others processes personal data on behalf of the person in charge.

2.5.- Treatment.- Obtaining, use (which includes access, handling, use, transfer or disposition of personal data), disclosure or storage of personal data by any means.

2.5.1 Transfer. - Any communication of data made to a person other than the person in charge or in charge of the treatment.

2.6.- ARCO Rights.- Rights of access, rectification, cancellation and opposition.

2.7.- Tacit Consent.- It will be understood that the owner has consented to the processing of the data, when the Privacy Notice having been made available to them, they do not express their opposition.

2.8.- Primary Purposes.- Those purposes for which personal data are mainly requested and for which the relationship between GAFF INTERNATIONAL and THE HOLDER is originated.

2.9.- Secondary Purposes.- Those purposes that are not essential for the relationship Between GAFF INTERNATIONAL and THE HOLDER, but that with its treatment contributes to the fulfillment of the corporate purpose of GAFF INTERNATIONAL.

3.- Identity and address of the person in charge.

The person responsible for obtaining the personal data is GAFF INTERNATIONAL S.A. DE CV, who undertake to respect the provisions of this Privacy Notice (hereinafter the "Notice"), which is made available to you in compliance with the provisions of the Federal Law on Protection of Personal Data in Possession of Individuals (hereinafter the "Law") and, it is applicable with respect to the personal data of natural persons, which GAFF INTERNATIONAL obtains as a result of the activities carried out with candidates, workers, clients, prospective clients, suppliers, Prospects of suppliers and / or business partners or service providers, visitors to the facilities, and users of the website: www.gaff.com.mx.

The address established for the purposes of this notice by GAFF INTERNATIONAL, is located at: Km. 37.5 Autopista, México-Querétaro # 5010 Nave 49, Cuamatla Industrial Condominium, Cuautitlán Izcalli, State of Mexico, México, C.P. 54730.

4.- Data that is collected.

THE HOLDER acknowledges and accepts that GAFF INTERNATIONAL will directly obtain the following personal data, taking into account the relationship with each HOLDER:

Candidates or Workers. Full name, date of birth, email, conventional address, number, marital status, signature, photograph, local and / or mobile telephone, social security number, fax, CURP, RFC, driver's license number, school level. Contact information in case of emergency, date and time of entry and exit to GAFF INTERNATIONAL facilities. Of personal references or contact information (name, address, telephone and company where he works). School data. Last degree of studies, institution, generation, average, degree received, current studies, schedule and institution, office functions that he masters, courses or seminars, institution and date of application of said courses, knowledge about languages and computer and office equipment and availability to travel. Professional experience. Company, line of business, telephone number, period, last salary, name and position of the last immediate boss. Documentation in copy: Birth certificate, CURP, IFE, Proof of Address, Curriculum Vitae, Military Card and two personal references. SENSITIVE DATA. Current and past health status, for the recruitment of personnel, when due to the physical activities that they must perform in the position they intend to perform, the health of the person may be put at risk, due to the manipulation of substances, materials and / or heavy or sharp equipment; Such data will be kept for up to 5 -5 years after the termination of employment.

Client. Name, CURP, RFC, Account statement, contact information and positions, area, landlines and mobile phones, emails, signature and electronic signature.

Documentation in copy: IFE, Financial Statements, R1, Annual declaration, references commercial and / or personal.

Prospects of Suppliers and Service Providers. Tax data and email, full name, date of birth, landline and mobile phone, address, email, Profession, Training and Languages (Spoken and Written).

Documentation. Official Identification, RFC, Account statement, registration in ranch, (R1)

Website User: Contact. Name, phone, email, country, State, and city. Job bank. Name, schooling, area, email, mobile and landline phone, area of expertise, financial claim.

4.2. THE HOLDER in this act, grants his express consent in terms of article 9 of the LFPDPPP, so that GAFF INTERNATIONAL, treats his personal, financial and / or patrimonial data contained in this clause, to fulfill the purposes established in this Notice Of privacy.

4.3. GAFF INTERNATIONAL declares that it may obtain the personal data of THE HOLDER through the so-called public access sources, in order to validate, update and contact THE HOLDER, respecting at all times the reasonable expectation of privacy, referred to in article 7 of the LFPDPPP.

4.4. GAFF INTERNATIONAL will use IP information (Internet Protocol, for its acronym in English Internet Protocol) to analyze any type of threats to the site www.gaff.com.mx, as well as to collect demographic information. However, the IP information, in no case will be used to identify the HOLDERS, except when there is probability of fraudulent activity.

5.- Use of "Cookies" and "web beacons".

5.1.- GAFF INTERNATIONAL recognizes that it is not possible for the www.gaff.com.mx site to use "cookies" in connection with certain features or functions. Cookies are specific types of information that a website transmits to the HOLDER's computer hard drive in order to maintain records. Cookies can be used to facilitate the use of a website, by saving passwords and preferences while THE HOLDER browses the internet.

5.2.- The site www.gaff.com.mx does not use or save cookies to obtain personal identification data from the OWNER's computer that was not originally sent as part of the cookie.

5.3.- For their part, "web beacons" are images inserted in an internet page or email, which can be used to monitor the behavior of a visitor, such as storing information about the user's IP address, duration of time interaction on said page and the type of browser used, among others.

5.4.- Although most browsers accept "cookies" and "web beacons" automatically, THE HOLDER can configure their browser so that it does not accept them.

5.5.- To deactivate "cookies", you must follow the following instructions:

5.5.1.- On a PC: open the Internet explorer, enter the "Tools" menu, enter "Internet Options", choose the "Privacy" tab, move the Configuration cursor to "Block all Cookies".

5.5.2.- On a Mac: open the internet application, go to "Preferences", choose the "Security" option, choose "Never" in the "Accept Cookies" option.

6.- Purposes of the processing of personal data.

6.1 GAFF INTERNATIONAL accepts and acknowledges that it may process directly or through managers, the personal data of THE HOLDER, in accordance with the type of relationship it has with it, for the following primary purposes:

a) THE HOLDER- Worker and Candidates.

1. Get in touch with THE HOLDER, via email in order to monitor and evaluate the experience and studies of THE HOLDER, to know the viability of being selected and the chances of success of the same in the position they intend to perform.
2. Make a file of THE HOLDER that will be kept in the Human Resources offices of GAFF INTERNATIONAL, for up to 1-one year, in case of not being selected for the position that they intend to perform.
3. Make a file of THE OWNER that will be kept in the offices of GAFF INTERNATIONAL, which may be physical and / or digital.
4. Carry out the necessary procedures for registration, cancellation or modifications to the registry of THE HOLDER-Worker, before the Mexican Institute of Social Security and / or the institutions that are required.
5. Carry out the necessary procedures to obtain the debit card, for the deposit of salary and / or commissions, and other benefits generated in favor of THE HOLDER- Worker.
6. Carry out the process of payment of salary and benefits of THE HOLDER-Worker, as well as discounts of alimony required by court order.
7. Keep track of attendance through fingerprint records.
8. Manage with airlines and hotels the business trips required by the HOLDER- Worker.
9. Issue the labor certificates required by the HOLDER- Worker.
10. Register the HOLDER- Worker in courses, seminars, workshops, or any other type of training organized by third parties, related to the activities or business that GAFF INTERNATIONAL has.
11. Issuance of certificates of participation in courses, seminars or workshops organized by GAFF INTERNATIONAL.
12. Preparation of letters or contracts for the assignment of work tools required by the HOLDER-Worker for the execution of their work activities.
13. Display the OWNER's file, to certify compliance with the processes in quality audits or accounting audits, which are periodically performed at GAFF INTERNATIONAL by third parties certified in the corresponding matter.

b) THE HOLDER- Clients and / or Prospects of clients

1. Process credit lines, upon request of the client.
2. Contact you by phone or email, to attend and follow up on requests for services or products.
3. Give attention and follow-up to sales through internet portals and exhibitions.
4. Register them and update the data in internal systems, for access to personal data by the persons authorized to do so.
5. Carry out and store a physical file of the HOLDER-Client during the time that the commercial relationship lasts and for up to 10-10 years after the termination.
6. Preparation of electronic invoicing and credit notes derived from the products sold by GAFF INTERNATIONAL.
7. Carry out transactions with credit institutions that result from commercial operations.

c) THE HOLDER- Provider and / or Provider Prospects.

1. Register the Supplier's profile in the internal systems for internal access to personal data by the persons authorized to do so.
2. Contact you by phone or email, to follow up on requests for services and / or products that GAFF INTERNATIONAL requires.
3. Make bank transfers, and rectification of data, on the occasion of product requisitions made by GAFF INTERNATIONAL.
4. Make clarifications about payments.
5. Generate a record and control in the GAFFINTERNATIONAL "Suppliers" database, which will be kept for the duration of the commercial relationship and for 10-10 years thereafter.
6. Keep a physical and / or electronic file of the Provider for the duration of the business relationship and for 10-10 years after its termination for any reason.

d) THE HOLDER- Visitor

1. Identify the visitors who are in the GAFF INTERNATIONAL facilities.
2. Carry out, directly or through the Manager, the registration of visitors' entries and exits to their facilities.
3. Store in a database the registration data for entries and exits from GAFF INTERNATIONAL facilities, for a period of 24-24 months from the date of registration.

e) THE HOLDER - User

1. Contact via email to THE HOLDER-User, to attend and follow up on their comments or requests in the "Contact" section of the website.
2. Store personal data in internal systems, for the duration of the relationship with GAFF INTERNATIONAL and for 10-10 years thereafter.

6.2. GAFF INTERNATIONAL may process the OWNER's personal data for the following Secondary purposes:

1. In the case of the HOLDER-Client, evaluate the quality of the services and / or products offered by GAFF INTERNATIONAL, as well as the quality of attention to their comments or requests.
2. Conduct internal studies on consumer habits.
3. To provide you with additional communications, information and promotions, such as newsletters, event invitations or greetings.
4. Inform via email about changes or new products that are related to the product requested by the HOLDER.
5. To contact the HOLDER-User in order to inform him of updates to the Website, informational messages and related to services, including important security updates.
6. Generate internal reports on the use of the Website: www.gaff.com.mx.
7. Mass mailing of mail marketing.
8. To contact the HOLDER-User in order to inform him of updates to www.gaff.com.mx, informational messages and related to services, including important security updates.
9. Generate internal reports on the use of www.gaff.com.mx.
10. In the case of THE HOLDER-Worker, provide references about their performance and personal characteristics of the HOLDER-Worker, either to future employers or credit institutions, up to a period of 5 to five years after the employment relationship has ended.
11. In the case of THE HOLDER-Candidate, share data with other Job Exchanges, according to the usual exchange that exists between Recruiters.
12. In the case of THE HOLDER-Worker, send communications by any means of advertising or discounts offered by third parties to the HOLDERS-Employees of GAFF INTERNATIONAL.
13. In the case of THE HOLDER - Worker, the contracting with third parties of life insurance or major medical expenses that are offered to the HOLDERS-Employees of GAFF INTERNATIONAL.

6.3.- In the event that THE HOLDER does not want their personal data to be used for all or some of the Secondary Purposes established in section 6.2., They must send a request to delete their data, specifying the purposes for which wish that your personal data are not processed, to the following email:

gaff.contigo@gaff-int.com

6.4.- Likewise, GAFF INTERNATIONAL informs the HOLDER that, except for the exceptions described in points 6.1 and 6.2 of this Notice, all personal data stored on physical media will be stored for up to 5-five years, once it ends. the purpose for which they were collected, for subsequent destruction. In the case of information that is contained in electronic media and for which a storage period is not established, the period will be up to 10-10 years after the conclusion of the purpose for which they were collected.

7.- Limitations for the access and disclosure of personal data.

GAFF INTERNATIONAL, undertakes to make its best effort to protect the security of the personal data that THE HOLDER is giving it, through the execution of legal acts, the use of technologies that control the access, use or disclosure without authorization of personal information ; For this purpose, personal information is stored in databases with limited access that are located in facilities controlled with security mechanisms; GAFF INTERNATIONAL, undertakes that the information provided by THE HOLDER, is considered confidential, and used under full privacy.

In this sense, GAFF INTERNATIONAL undertakes to take the necessary measures to guarantee That the Managers you use comply with the provisions of this Privacy Notice.

8.- Responsible for processing applications.

In the event that THE HOLDER needs to revoke their consent, as well as Access, Rectify, Cancel, Oppose the processing of the personal data that they have provided, they must do so through the person designated by GAFF INTERNATIONAL, whose data is described below:

Responsible: Ernesto Flores Botello.

Email: privacidad@gaff-int.com

9.- Means to revoke consent.

THE HOLDER of the personal data may revoke the consent granted with the acceptance of this. Said revocation of the consent that is granted by electronic means must be done observing the following procedure:

9.1.- Send an email to the person in charge, designated in point 8-eight of this Notice, through which said requests will be attended to.

9.2.- Send a request or data message to the email specified above, in which point out:

9.2.1.- The full name of the HOLDER, address and email to receive the response generated on the occasion of your request;

9.2.2.- The reason for your request;

9.2.3.- The arguments that support your request or petition;

9.2.4.- Official document that proves your identity and proves that you are who you say you are; Y

9.2.5.- Date from which the revocation of your consent becomes effective.

9.3.- GAFF INTERNATIONAL will notify THE HOLDER, within a maximum period of 20 (twenty) days, counted from the date on which the request for the exercise of ARCO rights was received, the resolution adopted, so that, if it is appropriate, it becomes effective within 15 (fifteen) days following the date on which the response is communicated, by means of a message that contains that it has executed all the acts tending not to process the personal data of THE HOLDER.

10.- Means to exercise ARCO rights.

In the event that THE HOLDER needs to Access, Rectify, Cancel or Oppose the personal data that he has provided to GAFF INTERNATIONAL, the HOLDER must follow the following procedure:

Send an email in attention to the person in charge, designated in point 8-eight of this Notice, through which said requests will be attended, noting the following:

10.2.1.- The full name of the HOLDER, address and email to receive the response generated on the occasion of your request;

10.2.2.- The reason for your request;

10.2.3.- The arguments that support your request or petition;

10.2.4.- Official document proving your identity and proving that you are who you say you are;

10.2.5.- Clear and precise description of the personal data with respect to which one seeks to exercise any of the ARCO rights, and any other element or document that facilitates the location of the personal data.

10.2.6.- In the case of requests for rectification of personal data, the HOLDER must indicate, in addition to the above, the modifications to be made and provide the documentation that supports their request.

10.3.- GAFF INTERNATIONAL will notify the HOLDER, within a maximum period of 20 (twenty) days from the date on which the request for access, rectification, cancellation or opposition was received, the resolution adopted, so that, if it is appropriate, it becomes effective within 15 (fifteen) days following the date on which the response is communicated. In the case of requests for access to personal data, the delivery will proceed after accreditation of the identity of the applicant or legal representative, as appropriate.

11.- Transfer of personal data.

GAFF INTERNATIONAL will transfer the personal data of the HOLDER in favor of third parties, both public (IMSS INFONAVIT and SAT) and private entities (banking institutions), in the cases that it is necessary to fulfill the purposes established in this Privacy Notice.

THE HOLDER accepts and acknowledges that in case of not expressing his opposition for his data to be transferred, it will be understood that he has given his consent to do so.

Notwithstanding the foregoing and, in the event of security breaches occurring in any phase of the treatment, which significantly affect the economic or moral rights of the HOLDERS, they will be informed by email, immediately, in order to that the latter may take the corresponding measures to defend their rights, releasing GAFF INTERNATIONAL from any liability, if the violation is not attributable to it.

12.- Modifications.

The parties agree that the Privacy Notice may be modified in the time and in the manner determined by GAFF INTERNATIONAL, taking into account the study and the regulations regarding the protection of personal data that arise, for which they are obliged to keep it updated, in order to your query on the site, the URL of which is: www.gaff.com.mx, so that, where appropriate, THE HOLDER is able to exercise their ARCO rights.

13.- Applicable law and jurisdiction.

The parties express that this notice will be governed by the legal provisions applicable in the Mexican Republic, especially by the provisions of the Federal Law on Personal Data Held by Individuals and its regulations. In the event that there is a dispute or controversy, derived from the interpretation, execution or fulfillment of the notice of any of the documents that are derived from it, or that are related to it, the parties amicably, will seek to reach an agreement within a period of thirty (30) calendar days, counted from the date on which any difference arises and the counterpart is notified in writing about said event, deducting the mediation process before the Alternative Justice Center of the Federal District, taking the under the Alternative Justice Law of the Superior Court of Justice of the Federal District and its Internal Regulations, in force at the time the controversy is filed.

In the event that the parties do not reach an agreement, they agree in this act to submit all the disagreements that derive from this NOTICE or from any of the documents that derive from it, or that are related to it or those, will be resolved they definitively submit to the jurisdiction and laws of the Federal Administrative Authorities or Courts of Mexico City, Federal District, expressly waiving any other jurisdiction that may correspond to them for reasons of their present or future domiciles.