

Terms of use

- 1.- INTRODUCTION
- 2.- ABOUT US AND THESE TERMS AND CONDITIONS OF CONTRACT
- 3.- USE OF OUR WEBSITE
- 4.- SERVICE AND PRODUCT AVAILABILITY
- 5.- ORDERS
- 6.- PURCHASE PROCESS
- 7.- PRICE AND PAYMENT
- 8.- DELIVERY
- 9.- TRANSFER OF RISK AND OWNERSHIP OF PRODUCTS
- 10.- RETURNS AND EXCHANGE POLICY
- 11.- LIABILITY
- 12.- COMPLAINTS PROCEDURE
- 13.- PERSONAL DATA PROTECTION
- 14.- NOTIFICATIONS
- 15.- ASSIGNMENT OF RIGHTS AND OBLIGATIONS
- 16.- EVENTS OF FORCE MAJEURE
- 17.- WAIVER
- 18.- PARTIAL INVALIDITY
- 19.- ENTIRETY OF CONDITIONS
- 20.- MODIFICATION OF TERMS AND CONDITIONS OF CONTRACT
- 21.- GOVERNING LAW AND JURISDICTION
- 22.- ONLINE DISPUTE RESOLUTION

1.- INTRODUCTION

This document, together with the documents mentioned herein, establishes the terms and conditions (hereinafter referred to as the "Terms and Conditions of Contract") which govern the purchase of the products (hereinafter referred to as the "Products") that appear on our Website www.point1920.com (hereinafter referred to as the "Website")

Please read these Terms and Conditions of Contract carefully before placing an Order (as defined below). By placing an Order on our Website you consent to being bound by the Terms and Conditions of Contract. Therefore, if you do not fully agree with them, you must not use this Website.

You are responsible for reading them regularly and, in any case, before placing an Order, as the terms and conditions on the Website at the time of sending us your order shall be those that are applicable.

The Terms and Conditions of Contract shall be permanently available on the Website, so you may download them whenever you choose.

2.- ABOUT US AND THESE TERMS AND CONDITIONS OF CONTRACT

Having previously obtained your express consent when you subscribed to our newsletter, we shall use the necessary data to send commercial messages in accordance with said

consent. You may unsubscribe from our newsletter at any time by sending a message to our email address provided herein or by clicking on the link provided for this purpose in the email containing said commercial message.

After you unsubscribe, we shall block your email address from being used for this purpose, provided that you have not given your express consent for the continued use of the data, or we reserve the right to continue to use your data in cases permitted by law, on which we provide you information in this document.

2.1.– PONS INTERNATIONAL CORP. (hereinafter referred to as the “Supplier”), which operates this Website under the domain www.point1920.com, is an American company whose registered address is 2727 PONCE DE LEON BLVD, CORAL GABLES, FL33134, MIAMI

2.2.– As used in these Terms and Conditions of Contract, the terms given below shall have the following meanings:

- a) “Clauses”: are the clauses contained in these Terms and Conditions of Contract.
- b) “Client”: refers to the person who places the Order.
- c) “Order Confirmation”; refers to our email in which we confirm the purchase.
- d) “Registration”: refers to the registration the user must complete on the Website in order to make an Order.
- e) “Order”: refers to the order placed on the website with the aim of purchasing our Products.

Likewise, for the correct interpretation of these Terms and Conditions of Contract, we inform you that the titles of the Clauses are for reference purposes only and will not affect the interpretation of these Terms and Conditions of Contract.

3.- USE OF OUR WEBSITE

3.1.- By using this Website and/or placing Orders on it you undertake to:

- a) Make use of this Website solely for making legally valid inquiries or Orders.
- b) Not to place any false or fraudulent Orders. If it may be reasonably considered that an order of this type has been placed, we are authorized to cancel it and advise the competent authorities.
- c) Provide us your email address, postal address, and/or other contact details truthfully and accurately.

3.2.– By placing an Order on this Website you declare that you are over the age of 18 and have sufficient legal capacity to enter into contracts. If you do not meet said conditions, you must not use this Website.

3.3.– By placing an Order on this Website you fully accept these Terms and Conditions of Contract. You are responsible for reading the current version of the Terms and Conditions of Contract before placing your Order.

3.4.– We reserve the right to deny and/or withdraw access to this Website, at any time and without prior notice, to users who fail to comply with these Terms and Conditions of Contract.

3.5.– You must not make improper use of this Website by willfully inserting viruses, Trojans, worms, logic bombs, or any other programme or technologically harmful or damaging material. You shall not attempt to gain unauthorized access to this Website, the server on which said Website is hosted, or any other server, computer, or database linked to our Website. You undertake not to attack this Website through a denial of service attack or a distributed denial of service attack.

Breaching this Clause may constitute the commission of a crime as defined by the applicable regulations. We shall advise the competent authorities of any breach of said regulations and will cooperate with them to establish the identity of the attacker. Likewise, in the event you breach this Clause you shall immediately lose authorization to use this Website.

We shall not be liable for any damage or loss arising from a denial of service attack, virus, or any other programme or technologically harmful or damaging material that may affect your computer, computing hardware, data or materials as a result of using this Website or downloading content from it or other websites to which it redirects.

4.- SERVICE AND PRODUCT AVAILABILITY

4.1.– The use of this Website to manage Orders is solely limited to natural persons or legal entities who, in accordance with applicable legislation, have or assume the status of consumers or users.

4.2.– The Products offered on this Website will be available progressively in all the states of the United States of America except Alaska and Hawaii. If you wish to purchase products in either of these two states please request a quote at shopusa@point1920.com

4.3.– To access the Website and place Orders you must register in the <https://point1920.com/particularandprofessional-es> section by completing the required fields on the new user registration form. It is expressly forbidden for those under the age of 18 to use this Website. To complete the registration, the user must expressly accept the Terms and Conditions of Contract and our Privacy Policy. After completing registration, users will receive an email to the email addressed they provided in the form, confirming their registration and supplying their user details and personal password, which will identify them as registered users of the Website. Each registered user is responsible for keeping their password secret and making diligent use of it. In the event of any suspicion of unauthorized use of the password, the registered user must inform the Supplier as soon as possible.

4.4.– All Product Orders are subject to Product availability. If, for any reason, the Product is not available we shall contact you as soon as possible to inform you and cancel the Order or, where applicable, to offer you, at no extra charge to you, a Product of a similar

type and of equal or higher quality.

4.5.– In the event of an Order cancellation or the Product being out of stock, we shall refund you the amount paid as soon as possible using the same payment method through which we received your payment.

4.6.– We reserve the right to withdraw any Product from this Website at any time, as well as change or update our Product catalogue.

5.- ORDERS

5.1.– To place an Order you must follow the purchase process detailed in Clause Six and click on the “Place Order” button.

5.2.– You will subsequently receive an email, within 24 hours of the receipt of the Order, confirming your purchase (the “Order Confirmation”).

5.3.– Orders completed in this manner shall be stored on our Website and the Client may access them in the my account section.

5.4.– Orders may only be completed in Spanish.

6.- PURCHASE PROCESS

To purchase any of our Products on this Website you must follow these steps:

a) Log in as a registered user or register when Confirming the Purchase.

To place an Order you must access the Website as a registered user, using your login information and password, or register when Confirming the Purchase.

b) Select products

Go to the Products section and click on the image of the product you wish to purchase to view it and review its main features. Add the Products you wish to purchase to the basket and repeat the process as many times as you want. Once you have made your choices, you can click on the Confirm Purchase button to continue the purchase process.

c) Delivery details

You must complete the fields in this section to detail your desired delivery location. You can choose between delivery to your home or, if it's a gift, delivery to the home of the person you're giving the gift.

d) Choose payment method

In the following section, you need to choose the payment method that best suits you from those offered on the Website, as detailed in Clause seven. Depending on the method you select, you will be required to fill in the necessary fields for that method. Likewise, you can request an invoice. In this case, you will be directed to the necessary fields to supply your tax details. If you request an invoice, you need to choose whether to receive it in paper or electronic format.

e) Confirm order

At this stage, the next step is to confirm the order and make payment. To do so, you

need to:

1. Click on the "Basket" button at the top of the screen.
2. Check the details of your purchase: Products, quantities, delivery address, total price, etc. Please make sure all details are correct and, if you find an error, please update the information.
3. Enter the necessary details to make payment (credit/debit card details, or PayPal account, or bank transfer).
4. Read and tick the "I have read and accept the Terms and Conditions" box.
5. Click on the "Place Order" button to finish the purchase process.
6. Once the Order is confirmed, the Client will receive an email with the Order details ("Order Confirmation").

If you find an error after confirming the Order, please inform us of it immediately via our email address shopusa@point1920.com

7.- PRICE AND PAYMENT

7.1.– The price of each Product shall be the price indicated at all times on our Website.

7.2.– The prices for the Products that appear on this Website do not include VAT or delivery costs, which shall be added to the final total in the payment process, according to the Order delivery location. Delivery costs shall not exceed those given below according to the State and type of transportation you select "transport link".

7.3.– Below, we provide the payment methods which you can choose from in our payment form:

To make payments by bank card we use the payment gateways of Banco Caixabank, PayPal, and Bank of America for transfers. After the Order is placed and you confirm payment by bank card, you will be transferred to said payment gateway where you must provide the information requested by the bank, such as your card number, security code, and expiry date. It is important that the Client is aware that at no time do we have access to this data, as all the data provided by you is sent encrypted to the bank directly. The Bank uses the SSL (Secure Socket Layer) protocol to ensure a secure, encrypted connection. This payment method may only be used by the cardholder or by those authorized to use it.

PayPal payment. To enter your card or PayPal account details you must be entitled to use them and said card or account must have sufficient funds to cover any possible payment. You are responsible for ensuring that all details provided for the purpose of purchasing Products are correct. If you choose this payment method the system will transfer you directly to the PayPal page. It is important that the user is aware that at no time do we have access to this data, as all the data provided by the user is sent encrypted directly between the user and PayPal. PayPal uses the SSL (Secure Socket Layer) protocol to ensure a secure, encrypted connection.

Payment by bank transfer: when using this payment method a BANK OF AMERICA bank account will be provided for you to deposit the total for your Order and send us a copy by email to shopusa@point1920 within no more than 48 hours so that we can confirm the purchase.

8.- DELIVERY

8.1.– We shall deliver your Products to the National delivery address that appears on your Order. To optimize the delivery process, the address provided by the Client must allow for delivery to be made within normal working hours. We shall not be liable for mistakes or damages arising from the delivery if the address provided by the Client does not correspond to the desired delivery location.

8.2.– Delivery shall be made within a maximum period of 50 working days from the date the order is confirmed. If for any reason we are unable to meet the delivery deadline, we shall inform you and provide you with the option of continuing with the purchase, with a new delivery date, or canceling the Order, with a full refund of the amount paid.

8.3.– For the purposes of these “Terms and Conditions of Contract”, it will be understood that the “delivery” has been made or the Order has been delivered when receipt of delivery is signed for at the delivery address provided or, in the event that the recipient is unavailable at the delivery location, on the date when the courier service records an attempt to make delivery.

8.4.– At the time of delivery of the order, the recipient shall sign the delivery note and request a copy thereof from the carrier.

8.5.– In the event that an Order is delivered that shows visible defects in the external packaging, you must not express your approval by signing the delivery note. Instead, you must make a complaint to the carrier at that time by reporting it in writing on the delivery note and informing us so we may process it.

8.6.– We ship in our own standard packages. Special packages are subject to a surcharge, which is set on a case-by-case basis.

8.7.- Please take care not to damage the contents when opening, especially if using sharp objects.

8.8.– We shall deliver a purchase invoice alongside the Order. Additionally, for this purpose we shall also send you an electronic invoice. Accordingly, the client consents to the sending of said invoice in electronic format. The client will receive it at the email

9.- TRANSFER OF RISK AND OWNERSHIP OF PRODUCTS

9.1.– The risks of the Products shall be borne by the Client from the time of delivery or, if delivery is not possible due to causes attributable to the client, from the time it is made available to the Client at the agreed upon delivery location.

9.2.– You shall take ownership of the Product when we receive full payment for all outstanding sums related to them, including delivery charges.

10.- RETURNS AND EXCHANGE POLICY

A. Right to return

In accordance with current legislation, if you are entering into contract as a consumer you may cancel the Contract, for any reason, within 14 calendar days of the date on which you took material possession of the Product.

The steps to follow are:

(1) Notification of cancellation

To exercise your right to cancel your purchase, you must inform us of your decision to cancel the Contract through an unequivocal statement (for example, a letter sent by post, fax, or email). For that purpose, you may use the cancellation form which can be downloaded from this link and send it to the following email address shopusa@point1920.com. You may also make another type of unequivocal statement in which you indicate your decision to cancel the contract, as well as identifying the Order concerned. In the event you notify us of your decision to cancel via our email address, we shall promptly provide you with acknowledgment of the receipt of said cancellation by the same email address.

To notify us of your decision to cancel, we also offer you the following contact details:

PONS INTERNATIONAL CORP
2727 PONDE DE LEON BLVD
CORAL GABLES, FL33134
MIAMI
T. +1 (786) 2521646
shopusa@point1920.com

In any case, your notification of cancellation must identify the Order on which you are exercising your right to cancel.

Sending notification of your exercise of this right prior to the end of the cooling-off period is sufficient to meet the deadline.

(2) Product Return

After notifying us of your decision to cancel, you must return the Product which is the subject of said cancellation to us without undue delay at the postal address given. In any case, the product must be returned within 14 calendar days of the date on which you notified us of your decision to cancel. The deadline shall be considered met if you complete the return of the Products before the end of said deadline.

Any loss in value of the products owing to the handling thereof beyond that which is necessary to determine their type, features, or operation shall be borne by the Client. To ensure the return of the Products in perfect condition, suitable packaging or wrapping for the type of Product and shipping must be used..

Effects of canceling:

In the event you cancel, we shall refund all payments received, including delivery fees. Please be aware that RETURN COSTS shall be borne by you. In any case, the product must be returned without undue delay within 14 calendar days of the date on which you notified us of your decision to cancel.

We shall refund payments using the same payment method you used in the initial transaction, unless you have expressly stated otherwise. In any case, you shall not incur any fees for the refund.

Notwithstanding the previous paragraph, we may retain the refund until we receive the product or until you have provided proof of return, depending on which condition is met first. In the event of cancellation, you shall bear the direct cost of returning (shipping costs) the products.

B. Exemptions to the right to cancel

The right to cancel shall not be applicable to contracts that concern:

The supply of goods made to consumer and user specifications or clearly customized goods.

Likewise, the right to cancel shall not be applicable to:

The supply of sealed goods which are not suitable for return due to reasons of health or hygiene protection which have been unsealed after delivery.

In the event you deem that, upon delivery, the Product does not meet the stipulations of the contract, as a result of showing a fault or defect, you must contact us within 7 days of delivery via our contact form. Please provide the identifying details of the Product, the Order, and specify the fault or defect.

After receiving your message, we shall contact you as soon as possible to inform you of the date on which a courier will visit the address you provide us to collect the Product.

After collecting the Product, we shall examine it closely and inform you by email, within a reasonable period, if you are entitled to demand it be repaired or, if you so choose, be replaced, unless one of such options objectively proves to be impossible or unsuitable.

In the event of repairing or replacing the Product, such actions shall be performed within a reasonable period and shall be free of charge. Said costs are understood to be the costs necessary to compensate for the lack of conformity of the Product with the contract, shipping charges, and costs for labor and materials.

The consumer may not demand replacement for non-exchangeable or second-hand Products.

In the event you may not demand repair or replacement, or when said actions have not been performed within a reasonable period or have caused you further inconvenience, you may choose between a discount in the price or the termination of the contract. Termination shall not be admitted when the lack of conformity is minor. The discount in price shall be proportional to the difference between the value of the Product upon delivery if it had met the contract and the actual value of the Product upon delivery.

D. Warranty

The supplier shall cover any lack of conformity that appears within the period of two years from the date of delivery. The Client shall give notification of any lack of conformity within the period of two months of becoming aware of it.

11.-LIABILITY

Unless expressly stated otherwise in these Terms and Conditions of Contract, our liability regarding any Product purchased on this Website is strictly limited to the amounts paid to purchase them.

Notwithstanding the foregoing, our liability shall not be excluded or limited in the following cases:

- a) In the event of death or personal injury caused by negligence on our part;
- b) In the event of fraud or fraudulent misrepresentation; or
- c) Any matter in which it were illegal or unlawful for us to exclude, limit, or attempt to exclude or limit our liability.

Without prejudice to the previous paragraph and to the extent that the law allows and unless these Terms and Conditions of Contract state otherwise, we will not accept liability for the following losses, regardless of their cause:

- a) loss of income or sales,
- b) loss of business;
- c) loss of real or forecast profits;
- d) loss of earnings or loss of contracts;
- e) loss of forecast savings;
- f) loss of data;
- g) loss of clients;
- h) loss of reputation;
- i) loss of operating time;
- j) any indirect or consequential loss.

The provisions of this Clause do not affect your rights as a consumer and user or your right to cancel.

12.- COMPLAINTS PROCEDURE

12.1.– We shall comply with the obligations set forth in these Terms and Conditions of Contract with reasonable care and diligence.

12.2.– The satisfaction of our Clients is of the greatest importance to us. Therefore, you may contact us at any time. Our contact details appear in clause 10.A.1 of these Terms and Conditions of Contract.

12.3.– In the event of a complaint, it would help us greatly if you provided as accurate a description as possible of the reason for your complaint and, if possible, a copy of your Order or Order Confirmation. Your emails may occasionally be automatically marked as spam or you may not receive our emails for the same reason.

13.- PERSONAL DATA PROTECTION

WHO IS THE DATA CONTROLLER?

PONS INTERNATIONAL CORP
2727 PONDE DE LEON BLVD
CORAL GABLES, FL33134

MIAMI

Tel: +1 (786) 2521646

Email address:shopusa@point1920.com

WHY DO WE PROCESS YOUR PERSONAL DATA?

Your personal data shall only be used for the following purposes:

- Managing information requests made on the Website or by email in order to provide information on our products and services.

- Managing purchases.

- Accounting, tax, and administrative management.

WHAT IS THE LAWFUL BASIS FOR PROCESSING YOUR DATA?

Your personal data shall be processed according to the pre-contractual relationship that causes processing to commence when you request information from us about our products.

If you are a client of ours or make a purchase on our online shop:

- Performance of a contract as a client

- The performance of legal obligations applicable to the activity, which are set forth in commercial and tax law.

HOW LONG WILL WE KEEP YOUR PERSONAL DATA FOR?

The personal data you provide us shall be kept for the duration of our contractual or commercial relationship. Nevertheless, from the date of the conclusion of our contractual or commercial relationship your data shall be kept:

- for ONE YEAR for data gathered from internet connections to our Website, email and telephone voice calls, instant messaging, SMS, and MMS.

If you are a client of ours your data shall be kept:

- for FOUR YEARS for tax purposes. Accounting records and other compulsory records as established by regulations, as well as supporting documents that accredit the entries logged in the records.

- for SIX YEARS. Your personal data included in the compulsory records, documentation, and receipts concerning my professional activities shall be kept.

HOW HAVE WE ACQUIRED YOUR DATA?

You have provided the data we hold.

WHO WILL YOUR DATA BE DISCLOSED TO?

It is not expected that data will be shared with third parties unless legally required.

WHAT ARE YOUR RIGHTS WHEN YOU GIVE US YOUR PERSONAL DATA?

Data subjects may request to exercise the following rights:

Rights

Right of access: The data subject has the right to obtain confirmation as to whether personal data concerning him or her is being processed.

Right to rectification: The data subject has the right to obtain the rectification of inaccurate or incomplete personal data concerning him or her.

Right to erasure: The data subject has the right to obtain the erasure of personal data concerning him or her when the personal data is no longer necessary in relation to the purposes for which they were collected or otherwise processed.

Right to restriction: The data subject may request that the processing of his or her data be restricted, in which case it will only be stored for the exercise or defense of legal claims.

Right to data portability: The data subject may request that his or her automated personal data be transmitted or disclosed to any other company indicated by him or her in a structured, machine readable, and automated format.

Right to withdraw consent: You have the right to withdraw consent at any time, which will not affect the lawfulness of the processing based on consent prior to its withdrawal.

Right to object: The data subject has the right to object to the processing of his or her personal data.

HOW CAN YOU EXERCISE THESE RIGHTS?

If you so request, we shall provide you with forms in which you can exercise these rights. You can request them from us by email at shopusa@point1920.com, stating the right that you wish to exercise and we shall send you the corresponding form.

The exercise of your rights must be made by writing to the email address at shopusa@point1920.com or by writing to the postal address of 2727 PONCE DE LEON BLVD, CORAL GABLES, FL33134, MIAMI

WHO MAY EXERCISE THESE RIGHTS?

The rights of data subjects are strictly personal. Therefore, they shall be exercised by the data subject, providing due proof of identity.

They may also be exercised by legal representation, in which case supporting documents authenticating the representation of the third party must be supplied.

WHAT ARE OUR OBLIGATIONS WHEN YOU EXERCISE ONE OF YOUR RIGHTS?

The data controller shall respond to all requests received regardless of whether the personal data of the data subject appears in his or her processing.

In the event that the request does not meet the specified requirements, the data controller shall request said requirements be met.

The data controller shall respond to requests within the period of one month from the date on which they are received. Said period may be extended by two months where

necessary, to account for the complexity and number of requests. The controller shall inform the data subject of any such extensions within the period of one month from the date on which they are received, stating the reasons for delay.

WHAT MEASURES DO WE TAKE TO KEEP YOUR DATA SECURE?

We apply reasonable technical and physical measures to protect the information we gather via the Website.

SOCIAL MEDIA DATA PROTECTION

We use Facebook, twitter, Instagram, and Pinterest accounts to provide information on our activities and to interact with our followers. By following us, you consent to our processing of your personal data available on your profile, exclusively for said purpose and solely in the framework of Facebook, twitter, Instagram, and Pinterest in accordance with their terms of use and privacy policies.

You may exercise your rights of access, rectification, erasure, restriction, data portability, withdrawal of consent, and objection by writing to shopusa@point1920.com. We shall answer your requests in the framework and deadlines set forth in the policies of Facebook, twitter, Instagram, and Pinterest.

14.-NOTIFICATIONS

14.1.– Any notification concerning an Order shall be made in writing and shall be delivered physically, by certified or standard delivery, with postage paid or by email to the corresponding party, whose postal address or email address shall have been provided to the other party.

14.2.– By using this Website you accept that most of said communication with us shall be electronic. For contractual purposes, you consent to using this means of electronic communication and recognize that all contracts, notifications, information, or other messages that we send to you electronically meet the legal requirement of being made in writing.

15.- ASSIGNMENT OF RIGHTS AND OBLIGATIONS

15.1.– The contract is binding for you and for us, in addition to our respective successors, assignees, and successors in title.

15.2.– Neither party may transfer, assign, encumber, subcontract, or in any other manner convey a contract or any of the rights and obligations of said contract without having obtained prior written consent from the other party.

16.- EVENTS OF FORCE MAJEURE

16.1.– We shall not be liable for breaches, impediments, or delays in the performance of the contract which are attributable to events of force majeure, including but not limited to any natural disaster, third-party actions (including, but not limited to, hackers, distributors, governments and local, supranational, and quasi-governmental authorities), insurrections

, mutinies, social upheaval, wars, hostilities, acts of aggression, national emergencies, terrorism, piracy, detentions, arrests made by competent authorities, strikes, lockouts, epidemics, fires, explosions, storms, flooding, drought, weather conditions, earthquakes, natural disasters, accidents, mechanical faults, third-party software, lack of or problems in the supply of public services (including incidents in the supply of power, telecommunications, and internet), shortage, or lack of supplies, materials, equipment, and transport ("Events of Force Majeure"), regardless of whether said circumstances may have been predicted.

16.2.— Both parties may immediately terminate the contract, by means of notification in writing, in the event that Events of Force Majeure persist for more than 5 working days. In such cases, neither party shall be liable for the termination (excluding the refund of the amount paid for a Product not delivered).

17.-WAIVER

Unless otherwise established by law, no delay from the parties in the exercise of any right stipulated in these Terms and Conditions of Contract or in a contract shall constitute a waiver thereof or of any other right. Likewise, it shall not affect the rights or recourses concerning said right and it shall not modify or lessen the rights set forth in these Terms and Conditions of Contract or in a contract.

18.- PARTIAL INVALIDITY

If any of the Clauses of these Terms and Conditions is held to be null, invalid, or not enforceable by a court of competent jurisdiction, said nullity, invalidity, or unenforceability shall not affect in any way the remaining clauses, either fully or partially, which will be held in full effect provided that these Terms and Conditions of Contract or the contract remain in effect without the Clause deemed unenforceable.

19.- ENTIRETY OF CONDITIONS

These Terms and Conditions of Contract and any other document referred to herein constitute the complete agreement between the Supplier, as vendor, and the Client, as purchaser, and replace any other verbal or written contract, agreement, or promise previously entered into by you and us.

20.- MODIFICATION OF TERMS AND CONDITIONS OF CONTRACT

20.1.— We have the right to revise and modify these Terms and Conditions of Contract at any time.

20.2.— You shall be subject to the version of these Terms and Conditions of Contract in effect at the time you use the Website or place an Order, unless by law or ruling of the competent authorities we must make retroactive changes to said Terms and Conditions of Contract, in which case possible changes shall also affect the Orders that you may have placed previously.

21.- GOVERNING LAW AND JURISDICTION

21.1.– Both parties hereby freely submit to the competent Courts of Law as provided for by law for the settlement of any dispute and waive any other venue to which they may be entitled.

Privacy policy

In accordance with the provisions of Regulation (EU) 2016/679, of April 27, concerning the protection of natural persons with regard to the processing of personal data and the free movement of this data (hereinafter, GDPR)

WHO IS RESPONSIBLE FOR THE PROCESSING OF YOUR DATA?

Name: Pons Internacional Corp
Address: 2727 Ponce de Leon Blvd
Coral Gables, FL 33134
Miami
Telf.: +1(786)2521646
E-mail: shopusa@point1920.com

FOR WHAT PURPOSE DO WE PROCESS YOUR PERSONAL DATA?

Your personal data will only be used for the following purposes:

- Management of information requests made through the website or via e-mail in order to provide information about our products and services.
- Purchase management.
- Account, tax and administrative management.

WHAT ARE THE GROUNDS FOR THE PROCESSING OF YOUR PERSONAL DATA?

-Execution of pre-contractual measures at the request of the interested party. Your personal data will be processed based on the pre-contractual terms, which initiate the processing when you request information about our products.

If you are a customer of ours or make a purchase through our online store:

Execution of client contract.

-Fulfillment of legal obligations applicable to the activity, as required by commercial and tax legislation.

HOW LONG WILL WE KEEP YOUR PERSONAL DATA?

The personal data you provide to us will be kept as long as our contractual or commercial agreement is maintained. However, from the termination date of our contractual or commercial agreement, your data will be kept:

- ONE YEAR if derived from contact with our website via internet connection, e-mail or voice phone calls, instant messaging, SMS or MMS.

If you are a client of ours, your data will be kept:

- FOUR YEARS for tax purposes. The account books and other mandatory by regulation logbooks, as well as the supporting documents that justify the entries recorded in the books.

SIX YEARS. The personal data found in the mandatory books, documentation and supporting documents concerning our professional activity will be kept.

HOW DID WE OBTAIN YOUR PERSONAL DATA?

The data obtained has been provided by you.

WHO WILL BE GIVEN YOUR PERSONAL DATA?

There is no foreseeable granting of data, only if legal obligation requires it.

WHAT ARE YOUR RIGHTS WHEN YOU PROVIDE US WITH YOUR PERSONAL DATA?

By having previously obtained your express consent to sign up for our newsletter, we will use the data necessary for this to send commercial communications in accordance with that consent.

You can unsubscribe from the newsletter at any time by sending a message to the contact address provided here or by clicking on the link provided for this purpose in the e-mail you receive with the aforementioned commercial communication.

After unsubscribing, we block your e-mail address for this use, provided you have not given your express consent that the data may still be used, or we reserve the right to continue using your data where the law permits in the ways which we have informed you of in this document

Any interested party may request the exercise of the following rights:

Right of access

The interested party will have the right to obtain confirmation of whether or not personal data concerning him or her is being processed.

Right of rectification

The interested party will have the right to obtain the rectification of inaccurate or incomplete personal data.

Right of deletion

The interested party will have the right to the deletion of the personal data that concerns him when the personal data is no longer necessary in relation to the purposes for which it was collected or otherwise processed.

Right of limitation

You may request the limitation of the processing of your personal data, in which case it would only be kept for the exercise or defense of claims.

Right to the portability of your data

By which you can request that your automated personal data be granted or transferred to any other company that you indicate to us in a structured, intelligible and automated format.

Right to withdraw consent

You will have the right to withdraw consent at any time, without this affecting the legality of the consent-based treatment before this withdrawal is requested.

Right of opposition

The interested party will have the right to object to the processing of his or her data.

HOW CAN YOU EXERCISE THESE RIGHTS?

We put at your disposal upon request the forms where you can exercise these rights. You can ask us via the e-mail address shopusa@point1920.com indicating the right you want to exercise and we will send you the corresponding form.

The exercise of the rights must be carried out by means of communication addressed to the e-mail address shopusa@point1920.com or via the postal address 2727 Ponce de Leon Blvd, Coral Gables, FL33134, Miami

WHO CAN EXERCISE THESE RIGHTS?

The rights of the interested parties are extremely personal, therefore, they will be exercised by the owner of the data once they prove their identity

They can also be exercised through legal representation, in which case, authentic proof of the third party's representation must be provided.

WHAT WILL BE OUR OBLIGATION WHEN EXERCISING ONE OF THESE RIGHTS?

The person in charge of the processing must answer the request addressed to him in any case, regardless of whether or not personal data of the person affected or interested in its processing is included.

In the event that the request does not meet the specified requirements, the person responsible for the case must request its correction.

The controller will respond to the requests within one month of receiving the request. This period may be extended for another two months if necessary, taking into account the complexity and number of applications. The person responsible will inform the interested party of any of the aforementioned time extensions within one month of receiving the request, indicating the reasons for the delay.

WHAT MEASURES DO WE TAKE TO KEEP YOUR INFORMATION SAFE?

We apply reasonable technical and physical measures to protect the information we collect through the Website

DATA PROTECTION ON SOCIAL MEDIA

We use Facebook, Twitter, Instagram, and Pinterest accounts to inform about our activities and interact with our followers. By becoming a follower of ours, you consent to the processing of the personal data that is available on your profile, exclusively for this purpose and only on Facebook, Twitter, Instagram, and Pinterest in accordance with their use and privacy policies.

You can exercise the rights of access, rectification, deletion, limitation, portability of your data, withdrawal of consent and opposition through the e-mail address shopusa@point1920.com. We will respond to your requests within this framework and with the limitations derived from the operating rules established by Facebook, Twitter, Instagram, and Pinterest