

By entering and browsing app You confirm Your legal drinking age is not a subject to any kind of restriction and/or prohibitions stated by regulations.

We are Smartchip and our public website address is: www.smartchip.cl
This Privacy Policy describes the personal and non-personal information collected by Smartchip (“Smartchip” “we” or “us”) when you visit our website at www.smartchip.cl (the “Site”), when you license and use our platform services (the “Services”), or when you use our mobile application (the “App”), and how we use and share that information.

This policy is intended to help you to understand:

What is Smartchip

What information we collect and use

How we share information we collect

Your right to access/control your information

How we secure information we collect

Other important privacy information

About Smartchip

Smartchip operates a platform for tagging and tracking inventories using NFC, and publishes the App which collects location and product information that is stored. Smartchip also operates software based consumer engagement and loyalty solutions that connect product companies with users and purchasers of their products.

Information Collection and Use

Personal Information

When you register for our Services, you provide personal data about yourself that may include your name, email address, phone number, physical address, and other information that can directly identify you individually (collectively, “Personal Information”). If the Services include rights for multiple users (“Users”), we may collect Personal Information that they provide as well.

Additionally, when accepting this Privacy Policy, you must bear in mind that you must be of legal age and, in turn, that the personal data you provide is correct, up-to-date and truthful. Additionally, and as soon as possible, you must notify us of any changes that the data delivered subsequently suffers.

We also collect Personal Information if you provide it to us to receive newsletters or when requesting support, and we share that with our newsletter and customer support providers. Some of the data we collect is not Personal Information on its own, such as IP address or exact latitude and longitude coordinates, but where we can associate that information with other personal data (like your name or email address), we treat it as Personal Information.

We use Personal Information only to provide the Services to you and for the purposes for which you’ve provided it, such as to receive support or newsletters, and to enable your use of the App and the Site.

Anonymous Data

The Site, the Services and the App also collect anonymous information (collectively, “Anonymous Data”) which includes: (i) information about the features of the Site, the Services and/or the Apps that you’ve used and the times when you’ve used them, along with cookie information (described below), (ii) information available from identifiers scanned with the App, the time of scans, and the number of times you use the App; and (iii) device information, such as device type, device identifiers (if available), and general location information (e.g. city or country), and (iv) general information such as language settings, operating system type; page views, the number of times the Site is visited, IP address, browser type and App version number. We may use and share Anonymous Data for any purpose.

Platform Content

If you use our Services, you or your Users may provide, and we may collect, information as agreed upon between you and Smartchip in an agreement. Ownership and use of such information is as set forth in such agreement (each a “Platform Agreement”).

Cookies & Tracking

To provide you with a better experience, we may store information about you and/or Users in a cookie (a small file that is sent by our web server to a device being used to access or use the Services), which we can access when you or the relevant User makes return visits to the Site or our Services, or uses the App. Storing cookies is a practice where a service needs to remember its users’ preferences, and we use cookies to keep track of our users’ choices and to distinguish them from other users of Our services. It helps provide users with a better experience.

Please note third parties (e.g. providers of external services like web traffic analysis) may use cookies over which we have no control. If you would like to delete any cookies that are already on a device, you need to locate the file or directory that the cookies are stored in and take the required action.

We use analytics providers such as Google Analytics, which use cookies and similar technologies to collect and analyze about use of the Services and App and report on activities and trends. We use that information to collect Anonymous Data, which we use as provided above. That information is also used by the Analytics Tools providers according to their privacy policies.

Information Sharing

As noted above, (i) we may share Anonymous Data for any purpose; (ii) we may share Personal Information for the purpose of providing support; and (iii) we may share information as agreed upon by you in a Platform Agreement.

We do not rent, sell or share any Personal Information for any other purpose except as

expressly agreed upon by you and for the following circumstances:

- * As necessary, to identify, investigate, prevent or take action regarding illegal activities or suspected fraud or other abuse of the App and related service;
- * To respond to judicial process and provide information to law enforcement agencies or in connection with an investigation, as permitted by law, or otherwise as required by law; and
- * In the event that we go through a business transaction, such as a merger, an acquisition by another company, or a sale of all or a portion of our assets, your information may be one of the transferred assets.

Other important privacy information

Security

Smartchip strives for data privacy and security through various hardware and software methodologies. Despite that, we cannot ensure or warrant against all risks with regards to the security of that information. Information you choose to transmit to Smartchip and which we store is provided to us at your own risk as we cannot guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of our safeguards.

If you leave a comment on our site you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment.

If you visit our login page, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser.

When you log in, we will also set up several cookies to save your login information and your screen display choices.

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

Changes to this Privacy Policy

We may change this Privacy Policy from time to time. If we do, we will post the changes on the Site and update the last updated date of this Privacy Policy.

Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability,

for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service.

You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:
support@topwinemakers.cl