

Avela Assistance - Terms and Privacy

Version: 2026-07-13 Terms version: 2026-07-13 Privacy version: 2026-07-13 Language: English

This Terms and Privacy document is shown before the pre-onboarding acceptance.

Part A - Terms of Service

1. Service provider

Avela Assistance is a product of Avela Agency, a project developed by Daniel Macías García. The service is currently provided by Daniel Macías García acting in his own name, unless a company or another legal entity later takes over the provision of the service.

Service provider contact details:

- Service provider: Daniel Macías García.
- Contact email: dani-mac@hotmail.es.
- Privacy email: dani-mac@hotmail.es.

2. What Avela Assistance does

Avela Assistance helps candidates organize their professional profile, define more focused job searches, review compatible job opportunities, prepare CVs and cover letters adapted to specific opportunities and, where technically possible, assist with the application process.

The service works mainly through WhatsApp. The user provides their CV, professional information, preferences, and answers. Avela Assistance uses this information to build an operational profile, propose opportunities, and prepare materials.

3. What Avela Assistance does not promise

Avela Assistance is an assistance tool. It is not a public employment service, a guarantee of placement, a company that makes hiring decisions, or legal, tax, migration, or employment advice, and it does not replace the user's judgment.

Avela Assistance does not guarantee employment, interviews, company replies, salary offers, visas, work permits, accepted applications, or that a company will review or answer an application.

4. Legal capacity and proper use

The service is intended for people with sufficient legal capacity to contract and use a professional assistance service. If the user is a minor or cannot validly contract by themselves, they must have the required authorization before using Avela Assistance.

The user must provide truthful and up-to-date information, must not send third party data without authorization, and must not use Avela Assistance to submit false, misleading, abusive, or unlawful applications.

5. User confirmation and control

When Avela Assistance manages an application, nothing is submitted to companies without the user's final confirmation. The user must review materials, forms, answers, personal data, and professional data before confirming any submission.

The user may correct data, request changes to materials, or discard an opportunity. If the user confirms an application containing incorrect data that was visible for review, Avela Assistance may not detect the error in time.

6. Errors and service limitations

Avela Assistance combines software, AI, automation, and operational review, and it can fail.

Avela Assistance may make mistakes, omit information, misinterpret a CV or job posting, generate imperfect materials, miss important requirements, read documents incorrectly, become blocked, take longer than expected, fail to access an external website, or be unable to complete an application.

External pages may change, expire, require login, CAPTCHA, an account, verification, unavailable documents, manual actions, or controls that Avela Assistance cannot manage reliably. In those cases, Avela Assistance may offer materials so that the user can complete the application themselves.

Nothing in these terms limits mandatory consumer rights or excludes liability that cannot legally be excluded. Subject to those limits, Avela Assistance is provided as a digital assistance service and the user accepts that technical, automation, AI, or interpretation errors may occur.

In particular, these terms do not exclude or limit liability for intent, gross negligence, injury to life, body, or health, or any other case in which the law does not permit liability to be limited.

7. Price, access, and payment

The current price of Avela Assistance is 9 EUR for a 30-day paid access period.

In the current version, paid access does not renew automatically. When the period ends, Avela Assistance may block new opportunities, materials, managed applications, and other service workflows until the user makes a new payment or activates another valid access type.

Payment is processed through Stripe. Before paying, the user must be able to see the price, the duration of access, whether the payment is one-off or renews, and what they are purchasing. The payment button or action must clearly indicate that the action creates an obligation to pay.

Avela Assistance must not request or store full card details in WhatsApp. If the user receives a payment link, they must check that it belongs to Stripe or the payment channel indicated by Avela Assistance.

The provider may change the price for future access periods. Any price change will be communicated before the user makes a new payment and will not apply retroactively to periods already paid. The user accepts the new price only if they choose to activate a new access period at the price in force at that time.

8. Cancellation, withdrawal, and refunds

Because current paid access does not renew automatically, the user can stop using the service simply by not making a new payment when the access period ends. The user may also request early cancellation or ask about a refund by writing to the contact email stated in this document.

If Avela Assistance later offers an online subscription with automatic renewal and applicable law requires a direct electronic cancellation option, Avela Assistance must make that option clearly and accessibly available before selling that model.

If the user has a legal right of withdrawal as a consumer entering into a distance contract, they may exercise it within the applicable legal period by clearly notifying the contact email stated in this document. In the European Union, the general withdrawal period for distance contracts is 14 days.

If the user asks for the service to begin during the withdrawal period and then exercises the right of withdrawal, Avela Assistance may deduct or claim the proportionate amount for the service already provided where permitted by law. If the law requires different treatment, the applicable mandatory rule prevails.

If a material change to the terms affects an access period already paid and the user does not wish to accept it, the user may cancel the service and request a proportionate refund for the unused period, except where the change is necessary for legal, security, abuse-prevention, or essential service-operation reasons.

9. Model withdrawal notice

If the user wants to exercise a legally applicable right of withdrawal, they may send a clear statement to the contact email stated in this document. They may use this model:

I hereby give notice that I withdraw from my Avela Assistance contract.

Name:

Email or telephone number used with Avela:

Contract date, if known:

Date:

10. Changes to legal documents

The provider may update the Terms of Service, Privacy Policy, and this document to reflect legal, technical, commercial, security, or service changes.

The user will be notified before a new version is applied when the change affects the active service, privacy, user rights, or essential terms. Continued use of Avela Assistance under that new version will require acceptance. If the user does not accept an update required for the active service, the service cannot continue and access may be suspended or terminated.

Price changes that only affect future access periods do not require the user to accept new terms during an already-paid period. In that case, the new price will be shown before the next payment and the user decides whether to activate a new period.

If a material change affects an access period already paid and the user does not accept it, the user may cancel and request a proportionate refund for the unused period, except where the change is necessary for legal, security, abuse-prevention, or essential operation reasons.

Part B - Privacy Policy

11. Controller

Current controller: Daniel Macías García, acting in his own name under the Avela Agency project.

Privacy contact: dani-mac@hotmail.es.

12. Personal data processed

Avela Assistance processes professional and contact data provided by the user or generated during the service, including:

- name and contact details;
- CVs, cover letters, documents, and professional texts;
- WhatsApp messages or messages from other connected channels;
- search preferences, location, work arrangement, salary, or conditions;
- experience, education, skills, languages, work authorizations, and certifications;
- opportunities reviewed, user decisions, generated materials, and application status within Avela;
- payment and access data needed for billing and access, normally processed by Stripe;
- technical metadata needed to operate the service, audit errors, prevent abuse, maintain security, and resolve incidents.

13. Sensitive data

Avela Assistance does not request or need special categories of data such as health, religion, political opinions, trade-union membership, sexual orientation, biometric data, or criminal information.

The user should avoid including this information in CVs, messages, or documents. If it appears incidentally, Avela Assistance will process it only to the extent strictly necessary to store, read, correct, or delete the document, or to carry out a specific user instruction where a valid legal basis exists. Avela Assistance will not use sensitive data to search, filter, or prioritize opportunities unless the user expressly requests it and it is legally possible.

When an external application requests especially sensitive, legally delicate, or non-professional information, Avela Assistance must ask the user for confirmation or leave that point for manual handling.

14. Purposes, legal bases, and data used

Avela Assistance processes data for the following purposes:

- Onboarding, consent, and creation of the operational profile. Legal basis: pre-contractual steps and performance of the contract. Data used: contact, CV, messages, experience, education, skills, languages, work authorization, and initial preferences.
- Searching, filtering, and evaluating opportunities. Legal basis: performance of the contract. Data used: professional profile, knowledge base, preferences, locations, skills, decision history, and job-posting data.
- Preparing CVs, cover letters, answers, and materials. Legal basis: performance of the contract. Data used: profile, CV, professional evidence, the specific opportunity, and user corrections.

- Assistance with forms and submission of managed applications. Legal basis: performance of the contract and the user's final confirmation before submission. Data used: application data, materials, form answers, and documents confirmed by the user.
- Communication through WhatsApp or other channels. Legal basis: performance of the contract, pre-contractual steps, and legitimate interest in keeping the conversation operational. Data used: number, messages, attachments, delivery status, and channel metadata.
- Payments, access, billing, and access control. Legal basis: performance of the contract and legal obligations. Data used: payment identifiers, access status, receipts or invoices, and data needed for support.
- Security, abuse prevention, error debugging, technical auditing, and observability. Legal basis: legitimate interests and, where applicable, legal obligations. Data used: logs, errors, technical metadata, and LLM, provider, communication, and browser audit records.
- Legal compliance, accounting, defense of claims, and management of rights. Legal basis: legal obligations and legitimate interests. Data used: consents, contracts, payments, relevant communications, and necessary evidence.
- Service improvement. Legal basis: legitimate interests, provided the user's rights do not override them. Data used: feedback, errors, operational metrics, and aggregated or minimized results where possible. It will not be used for optional marketing without an appropriate legal basis.

15. Providers and recipients

Data may be processed by providers and subprocessors needed to operate Avela Assistance. The specific configuration may change, but Avela must maintain an up-to-date provider list before commercial use.

Current or planned providers include:

- Meta / WhatsApp Business Platform. Function: user communication and delivery of messages and attachments. Role: processor for part of the service and possible independent controller for its own processing under its terms. Transfers: EEA, United States, or other countries depending on Meta/WhatsApp infrastructure.
- Stripe. Function: payments, access, receipts, billing, fraud, and payment support. Role: may act as a processor and as an independent controller for certain payment, fraud, compliance, and financial-obligation data. Transfers: EEA, United States, or other countries depending on Stripe.
- AI, LLM, transcription, and document-reading providers, including OpenAI or the provider configured at the relevant time. Function: interpreting CVs, messages, documents, audio, job postings, and materials. Role: normally a processor for data sent by Avela, subject to its professional or API service terms. Transfers: EEA, United States, or other countries depending on the provider.
- Hosting, databases, storage, backups, observability, and security. Function: running Avela Assistance and retaining data. Role: processor.
- Job and job-posting data APIs, such as Fantastic/RapidAPI or equivalent providers. Function: searching for and enriching opportunities. Role: depends on the provider's terms. Operational rule: Avela must minimize the data sent to these providers and must not send the user's full CV, full name, or contact details unless strictly necessary and covered by an appropriate legal basis.
- Companies, job portals, ATS platforms, and external pages when the user confirms an application or opens a manual application. Function: receiving the application. Role: independent controllers for their own recruitment, privacy, security, and response processes.
- Internal support, audit, development, and monitoring tools. Function: operating the service, reviewing errors, and improving the service. Role: processor or internal tool under Avela's control, as applicable.

When a provider processes personal data on behalf of Avela Assistance as a processor, Avela Assistance must use providers that offer sufficient guarantees and are bound by a Data Processing Agreement, equivalent contractual terms, or another applicable legal act. Where applicable, that agreement must require documented instructions, appropriate security, confidentiality, control of subprocessors, assistance with user rights, and deletion or return of data when the service ends.

Some providers, especially payment, communication, external portal, employer, and ATS providers, may also act as independent controllers for some of their own processing. In those cases, their own terms and privacy policies may apply in addition to this document.

16. International transfers

Some providers may be located outside the European Economic Area or may process data from other countries.

Where international transfers occur, Avela Assistance must rely on applicable legal mechanisms such as adequacy decisions, European Commission standard contractual clauses, supplementary measures, or other valid mechanisms. Where legally possible and applicable, the user may request information about the safeguards used or where to consult them by writing to the privacy email stated in this document.

17. Retention

Data will be retained while necessary to provide the service, maintain the account, comply with legal obligations, resolve incidents, prevent abuse, or preserve reasonable operational evidence.

Indicative retention criteria:

- Profile, CV, professional documents, preferences, knowledge base, and materials: while the account is active or until the user requests deletion, except for data that must be retained for a legal obligation or defense of claims.
- Application data, decisions, forms, submitted materials, and operational evidence: while needed to provide the service and, after closure, for a reasonable period for support, audit, and defense of claims.
- Messages and operational logs: for as long as needed to operate, debug, audit, and improve the service. Avela must reduce or delete identifiable data when no longer needed.
- Legal consents, acceptance of terms, and contractual evidence: during the contractual relationship and afterward for as long as needed to prove acceptance or defend claims.
- Payment, receipt, billing, tax, and accounting data: for applicable legal periods, which may be up to 10 years where tax or accounting law requires it.
- Backups: for their normal rotation cycle. When data is deleted from the primary system, it may remain temporarily in backups until they rotate or are overwritten.

If the user requests deletion of their data, Avela Assistance will comply unless a legal obligation or legitimate reason requires some information to be kept for longer.

18. Rights

The user may request access, rectification, erasure, objection, restriction of processing, or portability of their data by writing to the privacy email stated in this document.

Where processing is based on consent, the user may also withdraw it. Withdrawal does not affect processing already lawfully carried out or processing necessary to comply with legal obligations or defend claims.

If the user believes their rights have not been handled correctly, they may complain to the competent data protection authority.

Part C - AI and Automation Annex

19. Use of AI

Avela Assistance uses AI and automation to interpret CVs and messages, organize professional information, match profiles with job opportunities, prepare materials, summarize information, inspect application pages, and assist with external forms.

AI can make mistakes. It may misinterpret data, omit details, draft imperfect materials, miss a requirement, or suggest an action that the user should not accept without review.

20. No final automated hiring decision

Avela Assistance does not make hiring decisions, does not make final decisions for companies, and does not legally assess the user's suitability for a job. Companies decide their own processes and responses.

The user retains the final decision about which opportunities to manage, which materials to use, which data to correct, and which applications to confirm. Avela Assistance must not submit managed applications without the user's final confirmation.

Avela Assistance does not use solely automated decisions that produce legal effects concerning the user or similarly significantly affect the user within the meaning of the GDPR. Hiring decisions belong to companies, and the user decides whether to confirm a managed application.

21. Human review and correction

The user may request corrections to their profile, searches, materials, or data used for an application. When Avela Assistance detects an error, it may correct the system, request confirmation from the user, or leave an application for manual handling if it cannot be completed safely.

22. Acceptance

To use Avela Assistance, the user must accept these Terms and Privacy. If the user does not accept them, Avela Assistance cannot provide the service.