



## TERMS AND CONDITIONS OF ACCESS

The Terms and Conditions set out below govern the use of the "APPINIT" Website and is applicable to users and/or clients of the aforementioned Website, whose main objective is to provide innovative technology solutions and services in order to provide excellent digital experiences, based on agile and optimal methodologies and processes that permanently ensure their quality and commercial and business objectives. Ranging from analysis, strategy design, implementation, validation and verification, and finally development and set up.

It is important that you read this agreement, and by clicking on "accept", you will be accepting this agreement.

If you voluntarily decide to access this solution, these terms will apply to you, and you should carefully review this agreement to make sure you understand it, know how you can operate, how to navigate through it and how to make use of each of the tools that you will find in "APPINIT "

**IMPORTANT NOTICE:** By the mere fact of entering our website, we understand the knowledge and acceptance by the User: you, of our Data Treatment and Use Policy which can be found on the page <https://www.appinit.co>

### **1. Terms of use**

APPINIT provides and promotes technological and innovation solutions for its users.

Upon entering, you will access processes totally based on the self-management of transactions, procedures and activities related to technological solutions, through digitization processes based on digital experiences that comply with the quality and business purposes of its users, ranging from analysis, strategy design, implementation, validation and verification, and finally its development and set up.

Only the users and final costumers of APPINIT, will be able to access to the services, tools and solutions contained in this digital website, prior acceptance and authorization for access and use on this. By accepting this Agreement, you are declaring that you understand and agree to operate under the content and guidelines of the terms and conditions contained in this document. You may not assign or transfer these Terms and Conditions without the prior written consent of APPINIT.

**+57 315 592 6275 - comunicaciones@appinit.co**  
**Medellín, Colombia. Calle 77 sur # 50 A - 184 Torre 1 Of. 902**



## **2. Access conditions**

Access to the <https://www.appinit.co> portal, owned by the APPINIT company, imposes its quality on the user and attributes full acceptance of the conditions of use that are valid at the time of entry by the user and in effect, the prerogative to be modified without prior notice these conditions, regarding the information that is registered on the website, in the delimitation of its products, the rates and characteristics of the same, among others. The modifications that are made in the portal will be valid until subsequent modifications are made.

## **3. Intellectual Property Rights**

All graphic pieces, notices, brands, drawings, content, designs and the like are exclusive property of APPINIT, therefore, the use or exploitation by any known or unknown means of the contents hosted on the portal is prohibited without the express authorization of APPINIT, since they are protected by the regulations pertaining to the protection of Industrial Property and Copyright, therefore it is prohibited to copy, modify, distribute, transmit, publish, transform, sell or in any way exploit the design and content of the APPINIT website.

## **4. Services and products**

APPINIT does not guarantee that the products and services offered on the website will be continued and immediately available, as the conditions of the previous ones are in constant modification, therefore APPINIT will not assume any responsibility for damages suffered, whether direct or indirect by whoever enters the portal, caused by the inability to access the information of the products and/or services provided through the Website, nor those that may derive from technical problems, computer viruses or from any cause beyond APPINIT.

It is to clarify that APPINIT will not assume responsibility for the user's interpretation of the contents of the portal, nor for the violation of rights of any kind that the user performs through the information of the APPINIT portal even if he maliciously enters the contents from the website.

## **5. Internet access**

You are responsible for obtaining access to the internet signal or data network and devices necessary to use the Services. APPINIT does not guarantee access and/or continued or uninterrupted use of the services. And this, because the system may

**+57 315 592 6275 - comunicaciones@appinit.co**  
**Medellín, Colombia. Calle 77 sur # 50 A - 184 Torre 1 Of. 902**



eventually be unavailable due to technical difficulties or Internet failures. However, it undertakes to make its best efforts to try to re-establish the system as quickly as possible without, for this reason, any type of responsibility being imputed to it.

## **6. Use of data**

The collection and use that APPINIT makes of personal data information, in relation to the Services, is mainly the technological and market development based on the needs expressed by the client and/or user, in addition to commercial purposes, statistics, product management, advertising and in general all those associated with the activity of APPINIT and its strategic or commercial allies, without being limited to the uses as provided in the Policy Treatment and Use of Personal Data of APPINIT, available at <https://www.appinit.co>.

The personal, sensitive and commercial data provided on the APPINIT website will be included in personal and/or commercial data files and/or digitized data files and/or messages owned by APPINIT, which will handle according to the law, and the levels of access stipulated there, which are necessary for the use of the functionalities of the Services and the purposes set out in this section and what is established according to the Policy of Treatment and Use of Personal Data, which may be consulted at <https://www.appinit.co>.

## **7. Authorization**

In attention to the application of the Colombian Law 1581 of 2012, its regulatory decrees and other rules that modify it, complement or clarify and the Personal Data Treatment Policy published on the APPINIT website, the owner of the data, through this document imparts in a previous and informed way authorization to APPINIT to handle their information, for the following purposes:

1. The development of all the operations of the corporate purpose of APPINIT.
2. The registration and access to the APPINIT website.
3. Update, verify and complement personal and contact information, such as cell phone, address, landline and email.
4. Contact information to receive information about the services, tools and other statistical, advertising and marketing purposes associated with the activities of the APPINIT corporate purpose.

**+57 315 592 6275 - comunicaciones@appinit.co**  
**Medellín, Colombia. Calle 77 sur # 50 A - 184 Torre 1 Of. 902**



5. Contact the owners of the data by virtue of the existing commercial relationship.
6. Validate information for compliance with the internal policies of APPINIT regarding the knowledge of the client and SARLAFT risk management.
7. Provide or inform about the services and/or products offered by the company directly and jointly with its business allies and the changes that it implements with respect to them.
8. Carry out internal administrative procedures for APPINIT such as market studies, accounting reports, audits and billing.
9. Send to postal or electronic mail, cell phone or mobile device via text messages (SMS and/or MMS) or through any other analogue and/or digital means created or to be created, commercial, advertising information about products and/or services, events of a commercial or non-commercial nature, in order to inform about commercial or advertising campaigns, carried out by the entity or jointly with its business allies.
10. Create and feed databases for the commercial purposes exposed and in general for the development of the social purpose of APPINIT.
11. Handling requests, complaints, claims, and congratulations.

The owner of the data also knows that the Personal Data Treatment and Use Policy can be consulted on the website: <https://www.appinit.co>.

The personal data provided must remain in the databases maintained by APPINIT directly, for the entire time that the business relationship between the owner of the data and APPINIT lasts. Therefore, the authorization granted here may not be revoked unless the Superintendence of Industry and Commerce has determined that conduct contrary to the ordinance in the handling of the personal data provided has been incurred.

Keep in mind that you, as the owner of the personal data provided, have the following rights:

- 1) Know, update and rectify your personal data at any time and exercise the rights of which it is the owner against partial, inaccurate, incomplete, fractioned or error-inducing data.
- 2) Request proof of this acceptance document from APPINIT at any time and free access to the personal data provided.

**+57 315 592 6275 - comunicaciones@appinit.co**  
**Medellín, Colombia. Calle 77 sur # 50 A - 184 Torre 1 Of. 902**



3) Exercise the consultation and claim procedures against APPINIT in relation to the personal data provided, in accordance with the provisions of articles 14 and 15 of Statutory Colombian Law 1581 of 2012.

5) Present before the Superintendence of Industry and Commerce complaints for infractions to the provisions of Statutory Colombian Law 1581 of 2012 and other regulations that modify, add or complement it.

6) Revoke the acceptance granted here and/or request the deletion of personal data when the Superintendence of Industry and Commerce has determined that conduct contrary to the ordinance in the handling of the personal data provided has been incurred.

In the event that APPINIT decides to select another natural or legal person to carry out the entrusted activities, the name of this new person will be promptly informed.

If you have any concern, comment, query, complaint or claim regarding the processing of the personal data provided, please contact APPINIT as follows:

Email: [comunicaciones@appinit.co](mailto:comunicaciones@appinit.co)

## **8. Links**

Links to other portals found on the APPINIT portal, it does NOT imply the acceptance of content, approval or recommendation of products and services of the linked portal, therefore APPINIT, is not responsible for the information and content that is available on said portals as the intention of the publication is only informative and does not suggest the acquisition of third-party products and services, therefore the responsibility for accessing the links is exclusive to the User, who accepts the conditions of said portals when entering them.

## **9. APPINIT liability limitation**

The User accepts under those established in these Terms and Conditions that the Services are provided directly by APPINIT, independently and autonomously. Thus then, the Services are provided "as is" and "as available".

- APPINIT does not provide any guarantee regarding the reliability, timeliness, quality, sufficiency, suitability or availability of the services and/or tools that its clients and/or users make use of and the response times to the developments that merit development at a technical, technological and/or operational level.

**+57 315 592 6275 - [comunicaciones@appinit.co](mailto:comunicaciones@appinit.co)**  
**Medellín, Colombia. Calle 77 sur # 50 A - 184 Torre 1 Of. 902**



- APPINIT is not responsible for the Services, provided by third parties, autonomously and independently of the website, according to their requirements and terms.

APPINIT does not guarantee that the functional aspects are error-free, or that the server that makes it available to the User is free of viruses or any other component of a harmful nature, nor does it guarantee that the files that are available for download are free of infection, virus or other manifestations of contaminated code or destructive properties.

APPINIT does not guarantee continued or uninterrupted access and/or use of its digital system. And this is because the system may eventually be unavailable due to technical difficulties or Internet failures. However, to this end, it undertakes to make its best efforts to try to re-establish the system as quickly as possible without, for this reason, any type of responsibility being imputed to it.

The applications, services and content provided by the APPINIT website were exclusively designed for use by Users. The programs, databases, networks and files that allow the User to access and use their Account are the property of APPINIT and are protected by the laws and international treaties of copyright, trademarks, patents, models and industrial designs. The improper use and the total or partial reproduction of said contents are prohibited, unless expressly authorized in writing by APPINIT.

On the Website, links will be offered to other sites that we consider to be of interest to their businesses, which are operated by people other than APPINIT, for which APPINIT is not responsible in any way for the information contained in them, nor the consequences of using them. The connection to other sites is the sole responsibility of the user.

Taking into account the above definitions, you accept that all risk derived from the use of the Services and any goods or services requested in relation to them will be solely yours, to the maximum extent permitted by current applicable law.

## **10. Fraud**

It is prohibited any action, act, use of device, software, or other means that configures identity theft or personal fraud, a punishable act contemplated in article 296 of the Colombian Penal Code, and that interfere both in the activities and operation of APPINIT, as in the descriptions, accounts or databases of APPINIT and that directly or indirectly affects the interests of APPINIT, its allies or any other client or user. Any interference, attempt or activity violating or contrary to the laws on, fraud, impersonation, intellectual property rights and/or the legally established prohibitions, will make the offender responsible. APPINIT will take the pertinent legal actions and the penalties provided for

**+57 315 592 6275 - comunicaciones@appinit.co**  
**Medellín, Colombia. Calle 77 sur # 50 A - 184 Torre 1 Of. 902**



in these Terms and Conditions, as well as hold it responsible for compensating the damages caused.

## **11. Sanctions**

Without prejudice to other measures, APPINIT may temporarily suspend or permanently disable a user's account or publication; initiate actions before the competent authority that it deems pertinent and/or suspend the provision of its services in the following cases:

- Violation of any law, decree, regulation or the Terms and Conditions and other policies of APPINIT.
- If a user breaches the commitments acquired by these Terms and Conditions.
- If a user incurs, at the sole discretion of APPINIT, in malicious or fraudulent conduct or acts.
- If the identity of the user could not be verified or any information provided by the same is erroneous.

APPINIT is a technological vehicle to carry out transactions digitally based on its technological and digital tools; thus then, the right of withdrawal that those as consumers have (Art. 47 Colombian Law 1480/2011), when applicable, will be exercised directly before said entities.

## **12. About the Registry**

To become a user of APPINIT, you must provide certain personal data, where by accessing the APPINIT Services you accept:

- Provide complete, truthful, updated and accurate information when registering and using the website.
- Keep your registration details up to date and keep them complete and accurate.
- You are authorized to use this website personally in order to carry out operations associated with the technology and digital innovation tools provided on the APPINIT website. Use that must be made in accordance with these Terms and Conditions.

**+57 315 592 6275 - comunicaciones@appinit.co**  
**Medellín, Colombia. Calle 77 sur # 50 A - 184 Torre 1 Of. 902**



- You will not perform, nor will you attempt or help another person to perform, actions in breach of these Terms and Conditions, evade them, reverse engineer, decompile, disassemble or otherwise improperly alter the Service of the digital website.

### **13. Indemnity**

You agree to hold harmless and respond to APPINIT, its directors, employees and licensors for any claim, demand, loss, liability and expense (including attorneys' fees) arising from: (i) The use of the Services, (ii) Services obtained through your use of the Services; (iii) Your breach or violation of any of these Conditions; (iv) The use by APPINIT of your User Content.

APPINIT reserves the right against all users of the website to modify, update, suspend or discontinue the Service, totally or partially, (or any part or content) at any time, with or without notice, and APPINIT does not will be responsible to you or third parties if it exercises these rights. If updates, modifications or additional conditions are made in relation to the Services, they will be communicated to you in a timely manner and will be effective after APPINIT publishes them on this web location. Your access to the website, transit or use of the Services after said publication constitutes your consent to be bound by the new supplementary Terms and Conditions and/or their modifications.

### **14. Violation of these Terms and Conditions.**

When APPINIT warns of any violation of these terms and conditions, it may institute the relevant legal actions and even restrict access to users who are the authors of said violations.

### **15. Security.**

APPINIT has secure portals that accommodate legal needs and confidentiality and security requirements, therefore, the site is only managed by APPINIT and in effect requests the authorization from users, at the time of registering their personal data, of according to the estimate and the guarantees established in our personal data treatment policy, set out on the portal.

### **16. Notifications**

APPINIT may notify you through a communication sent to your email (registered or institutional), or by text message sent to the mobile number registered in APPINIT or by communication sent through the APPINIT website or by written communication sent to

**+57 315 592 6275 - comunicaciones@appinit.co**  
**Medellín, Colombia. Calle 77 sur # 50 A - 184 Torre 1 Of. 902**





your postal address. You may notify APPINIT by written communication to the address of the domicile located in the city of Medellín, calle 77 sur # 50ª - 184 Torre 1 Ofic 902, or to the institutional email [mariac@appinit.co](mailto:mariac@appinit.co) or through the provisions of the Web page.

## **17. Complaints, Disputes and Conflict Resolution**

Any dispute, conflict, claim or controversy, of whatever type, that results from these Conditions or that is largely related to them, including those related to their validity, interpretation and enforceability (any "Dispute"), must be submitted to direct mediation procedures. Therefore, APPINIT may also use for itself, or provide its licensors, any information necessary to resolve complaints, disputes or resolve any technical conflict that may arise between Affiliates, Beneficiaries and Officials with a provider of goods or services or another third party that transits the website, PCCC that will be received through [comunicaciones@appinit.co](mailto:comunicaciones@appinit.co);

If said dispute was not resolved within a period of Five (5) business days, counted from the date on which the mediation request is formalized, reference will be made to said dispute and it will be exclusively and definitively resolved through arbitration. The dispute is recommended to be resolved through the mechanisms of the Superintendence of Industry and Commerce, being the authority closest to the development of our website.

## **18. Cookies Policy**

Cookies or data storage and recovery device, is a file sent by a web page to the user's browser and that is automatically stored in the user's terminal so that the web page in question can consult the user's previous activity and "recognize him".

Cookies are essential for the operation of the internet, providing innumerable advantages in the provision of interactive services, facilitating navigation and usability of the web. Cookies cannot harm your computer, and if they are activated, it helps to identify and resolve errors.

Below, we provide more information about the use of cookies used on our website, distinguishing:

- Session cookies: These are a type of cookies designed to collect and store data while the user accesses a web page and they expire at the end of the session. The information obtained through these cookies is used to analyse traffic patterns on the web. In the long run, this provides a better experience to improve the content and facilitate its use.

**+57 315 592 6275 - [comunicaciones@appinit.co](mailto:comunicaciones@appinit.co)**  
**Medellín, Colombia. Calle 77 sur # 50 A - 184 Torre 1 Of. 902**



- Analytical cookies: These are those that allow the person responsible for them to monitor and analyse the behavior of the users of the websites to which they are linked.

This Website uses session and analytical cookies to ensure the best user experience.

From the management of cookies:

All Internet browsers allow you to limit the behavior of a cookie or disable cookies within the settings or browser options. The steps to do this are different for each browser, and instructions can be found in the help menu of your browser.

Many browsers allow you to activate a private mode whereby cookies are always deleted after the visit. Depending on each browser, this private mode may have different names.

## **19. Termination**

If you do not comply, or APPINIT has sufficient reasons to consider that you have not complied with any of the provisions of this Agreement, APPINIT may, at its sole discretion and without giving you prior notice, choose to: (i) terminate this Agreement and/or your Password, (ii) terminate the Service license; or (iii) prevent access to the Service or any part of it. Causes that you expressly accept and release APPINIT, or its licensors, from all liability.

The User agrees to review these sections to be informed of the modifications that may be made to them, and each new access by the user to the website will be considered by APPINIT as a tacit acceptance of the new conditions, which were updated by last time in June 2021. If the User does not agree with these Terms and Conditions or with any provision of the Policy for Treatment and use of Personal Data, we suggest that the User refrain from accessing or browsing the APPINIT website.