

**TERMS AND CONDITIONS OF THE WEBSITE**  
**www.sempertex.com (“Website”)**

**The use of the Website implies the express and complete knowledge and acceptance of these terms and conditions. The user who disagrees with these terms and conditions has the full right not to use the Website. However, the use of the Website fully demonstrates the total, complete and unconditional acceptance of the following terms and conditions.**

1. **Purpose.** These terms and conditions regulate the relationship between the User and Sempertex S.A. (“Sempertex”) regarding access and use by the User of the Website. The User, upon accessing the Website through any known means or modality or by knowing and/or accepting the terms and conditions, is bound by them.

The Website is a tool of Sempertex, through which Sempertex will share advertising information by which it publishes its products, catalogues, services, and in general any information related to the company.

**1.1. Users:** The Website may be used by natural persons who meet all of the following requirements, in addition to any other requirement set out herein:

- (i) Of legal age
- (ii) Accept these terms and conditions; and
- (iii) Accept the processing of personal data (the “Users”).

**2. Scope of the terms and conditions.** These terms and conditions fully and completely govern the use of the Website, therefore by CLICKING on the ACCEPT window or using the Website you express your understanding and full and complete acceptance of these terms and conditions, as well as the guidelines, standards, notices and other additional conditions and terms published on the Website, which are an integral part of these terms and conditions.

**3. Amendments.** Sempertex may modify these terms and conditions at any time and notify the User by email, on the Website, or other effective means. The User must accept these changes when entering the Website in order to continue using the Website in accordance with the new terms and conditions.

**4. Updates.** Sempertex is not obligated to provide updates or improvements to the Website. However, if Sempertex, at its sole discretion, updates, changes, decreases or improves the Website, these terms and conditions shall apply to such updates, changes, decreases, improvements, etc., unless otherwise explicitly indicated. For this purpose, Sempertex will notify the User about any updates, changes, decreases, improvements, etc., and the latter must give its acceptance if they want to continue using the Website.

**5. Software.** The User shall not, either directly or through a third party, use any software, service or application that modifies, closes, restricts, or redirects, or attempts to modify, close, restrict or redirect the Website. The User will not access the Website using automated means (such as harvesting bots, robots, spiders or scrapers), nor shall they allow a third party to access and/or

use the Website in their name or on their behalf through an automated process such as, for example, robots or web crawlers or periodic storage of the information contained on the Website. The User agrees to be solely responsible (to Sempertex and third parties) for all the activities carried out on the Website, and will thereby hold Sempertex, its employees, shareholders, partners, subsidiaries, representatives, distributors, contractors and/or service providers, etc., (hereinafter the “Indemnifiable Parties”) harmless. The User may not use any software or hardware that reduces the number of users who access or use the Website.

**6. Intellectual Property.** The User may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, store, create derivative works, disclose, assign, sell and in general commercially use any information, software, products or services that are part of the Website.

All the content of the Website, including but not limited to photographs, texts, drawings, brands, music, software, technical developments, designs, images and in general any assets protected by the intellectual property rights, the right of image and/or the right of domains (the “Materials”) that are provided to be viewed, used or downloaded through the Website, belong to and will belong to Sempertex or to third parties that have authorized them to be included in the Website. The User declares that they know and accept that they do not and will not have any rights over the Materials and that the use they make of them must always be a private non-commercial use, that does not violate the honorable uses in terms of intellectual property rights.

The User may not reproduce, disassemble, decompile and/or use reverse engineering techniques on the Website, the Materials or in the software of the Website and/ or the Materials. All Materials are protected by laws and provisions of international treaties on intellectual property rights. Through these terms and conditions, the User is clearly and directly informed that the Materials are protected by national and international regulations on intellectual property rights, so the User accepts that any use they make of the Materials outside of the honorable uses in terms of intellectual property rights is an act of bad faith, with the manifest intention of harming Sempertex or a third party and thus obtaining a profit for themselves or for a third party.

If the User infringes the intellectual property rights of another person, or if Sempertex receives information about a possible infringement of rights of third parties, Sempertex will be entitled to delete the information of the offending User immediately and pursue compensation for damages caused to Sempertex as a result of the infraction. The User is solely responsible for the content that they upload or use on the Website.

**7. User’s Responsibility.** Sempertex will make its best efforts to make the Website a safe site, but cannot guarantee it. The security of the Website is also the responsibility of the User, which implies the following commitments:

- (i) Do not send or post in any way unauthorized commercial communications (such as spam) on the Website;
- (ii) Do not collect content or information from other users, or otherwise access the Website, using automatic means (such as harvesting bots, robots, spiders or scrapers) without our permission.

- (iii) Do not participate in the Website in illegal multilevel marketing, such as the pyramid type;
- (iv) Do not load viruses or malicious code of any kind.
- (v) Do not request information from other users or access the information of another user.
- (vi) Do not disturb, intimidate or harass any user.
- (vii) Do not post content that is hurtful, intimidating or pornographic, that incites violence or that contains nudity or graphic or unjustified violence.
- (viii) Do not use the Website for illicit, deceitful, malicious or discriminatory acts.
- (ix) Do not take any action that could disable, overload or affect the proper functioning of the Website, such as a denial-of-service attack.
- (x) Do not facilitate or encourage the violation of these terms and conditions.

In addition, as a condition for the use of the Website, the User (i) will not use the services for any illegal purpose that is prohibited by current regulations, honest uses and/or the terms and conditions, or that threatens the honor and good name of the Indemnifiable Parties or third parties; (ii) cannot use the Website in any way that could damage, disable, overload, reduce and in general modify the capacity of the Website or interfere in the use and enjoyment of it by third parties; (iii) cannot circumvent, deactivate or otherwise manipulate, or attempt to circumvent, deactivate or manipulate security features of the Website, or alter or modify any part of the Website; (iv) cannot attempt to obtain unauthorized access to any account and/or information of third parties, or interfere or manipulate in any way the accounts, computer systems or networks related to the Website; (v) cannot obtain or attempt to obtain from the Website and/or Sempertex any material or information by any means that has not been provided or made available intentionally through the Website; (vi) cannot offer services for commercial purposes to third parties nor are they entitled to receive any amount from third parties for the use of the Website, either directly or indirectly, without the express written consent of Sempertex; (vii) is fully and exclusively responsible for the use they make of the Web Page and will thereby keep the Indemnifiable Parties harmless; (viii) guarantees that all the information that they send, incorporate and/or express in the use of the Website is true and accurate and that they do not hide or alter information of any kind.

If the User breaches the terms of these terms and conditions, in any way puts Sempertex at risk or exposes it legally, Sempertex may block or restrict the User's access to the Website.

**8. Uses of the Website.** By accepting these terms and conditions, the User cannot use the Website to advertise or make offers to buy or sell products or services, or to conduct a business or develop a business activity or commercial exploitation of any kind without prior, explicit and written consent of Sempertex.

The User will not (i) use the Website in surveys, contests, pyramid schemes, chain letters, spam, mass mail or in any repetitive message, widely distributed or not; (ii) defame, abus, harass, spy, threaten or otherwise infringe the legal rights of other persons (such as the right to privacy) using the Website; (iii) create a false identity in order to mislead other users or Sempertex; (iv) publish, transfer, distribute, or disclose on the Website any subject, name, information or material that is inappropriate, irreverent, defamatory, obscene, indecent, intimidating, illegal or that incites violence; (v) transfer, provide sequences or otherwise provide files or other material containing

images, photographs, software or other material protected by intellectual property rights, the right to privacy or image, unless they have the ownership or control of the corresponding rights or have received all the necessary consents to proceed in such manner; (vi) use any material, works or information, including images, texts and photographs, that are provided through the Website in any way that infringes the rights of third parties; (vii) transfer, offer sequences or otherwise provide files or other material containing viruses, trojans, worms, time bombs, deletion programs, damaged files or any other similar software or program that may impair performance of the equipment of third parties, Sempertex and/or the Indemnifiable Parties; (viii) violate any code of conduct or any guideline applicable to the Website; (ix) use the Website to collect or compile in any form information about third parties, including email addresses.

Sempertex reserves the right to remove the information published on the Website by the User when it deems necessary, without prior notice, and shall not be responsible for the loss of such information in case the User does not have a copy of it.

Sempertex respects the rules and rights of third parties and invites and requires Users to do so as well. Therefore, no User may upload to the Website or use on the Website any material or property protected by intellectual property rights with respect to which they are not the owner or licensee authorized for its use. Any unauthorized use, in the opinion of Sempertex, will allow Sempertex to remove the User from the Website.

You may notify Sempertex at [hola@sempertex.com](mailto:hola@sempertex.com) in case you become aware of any material on the Website that violates your intellectual property rights or those of a third party.

**9. Supervision.** By accepting the terms and conditions of the Website, the User authorizes Sempertex to monitor and/or record at any time communications, data transfers, file exchanges, browsing process, etc., in order to verify compliance with the terms and conditions and in particular for the purpose of (i) ensuring the User's compliance with the terms and conditions; (ii) complying with the law and applicable legal procedures; or (iii) protecting the rights, property and interests of Sempertex, the Indemnifiable Parties and/or the general public; and/or (iv) supervise the provision of services. Sempertex also reserves the right to modify, refuse to transfer or remove any information or material, in whole or in part, at the sole discretion of Sempertex, including the entire Website, without prior notice to the User. The shutdown of the Website by Sempertex will be made at the sole discretion of Sempertex and will not generate the payment of any commission, price, indemnification, penalty clause, fee, bonus, compensation or in general any payment for the User.

## **10. User Information Management.**

10.1. By accepting these terms and conditions, the User authorizes Sempertex to collect, store, process, update and use the User's personal information consisting of: name, surname, physical address, email, for the Sempertex database. Sempertex will not share any personal information with third parties for marketing purposes of third parties, or for fraudulent purposes or that contravene the applicable regulations on personal data protection in Colombia.

10.2. Users must provide their personal information (name, surname, physical address, email) wherever Sempertex determines, in an accurate, precise and true manner (the "Personal

Data”) and assume the commitment to update the Personal Data as necessary. The Users represent and warrant that the Personal Data is accurate, true, current and authentic.

10.3. By providing Personal Data, the User is authorizing Sempertex to carry out the processing of their Personal Data in accordance with the purposes established in the Sempertex Personal Data Processing Policy, which can be found in the following link: [Sempertex Personal Data Processing Policy](#). In light of the foregoing, it will be understood that the User knows and accepts the terms of Personal Data processing by Sempertex, in accordance with the Personal Data Processing Policy found in the above link.

**11. Disclaimer.** Sempertex provides the Website to the User on an “as-is basis”, “with all defects” and “as available”, and the User assumes all risks related to its use. Sempertex and/or the Indemnifiable Parties are not responsible for the use that the User intends or will give to the Website.

Sempertex shall not be responsible for the information provided by the User on the Website, the User is directly responsible for the information.

Sempertex is not obligated to provide access to the Website securely and free from interruptions or errors, nor is it obligated to correct any defects in the functioning or functionality of any software provided to the User. Sempertex may modify the Website or the features at any time, in any way and for any reason. In no case shall the Indemnifiable Parties (where Sempertex is included) be liable for any direct and/or indirect damage based or resulting from the use of the Website by the User. If the User is not satisfied with any part of the Website or with any of the conditions of use set forth in the terms and conditions, the sole and exclusive remedy will be to interrupt the use of the Website. The User agrees to indemnify, safeguard and hold the Indemnifiable Parties harmless from any claim or suit, including attorney’s fees, filed by third parties derived from or arising out of the User’s use of the Website and/or the Materials outside of the terms of the Agreement. Sempertex has the autonomous, exclusive and absolute right to prevent the use of the Website by the User and/or to report the User to the competent authorities for breach of the terms and conditions. And it has also the right to collect the sums that have been generated for the damages and losses caused by the User.

**12. Security.** Sempertex uses appropriate technology and takes appropriate security precautions for the development, operation, maintenance and/or use of the Website. Except for the adoption of appropriate security measures, Sempertex does not guarantee that the Website is fully shielded against inappropriate use, disclosure, loss, sale, license, destruction, etc., of your personal information and/or files on your computer due to third party events or that are beyond the control of Sempertex. It is the personal responsibility of the User to ensure that their computer is adequate and safe and is protected against software such as trojans, computer viruses, computer worms and/or hacking.

**13. Access.** The Website and its use are focused exclusively for the Republic of Colombia, even when they are accessible by users outside the Republic of Colombia.

**15. Accurate Information.** The User agrees to provide true, accurate, current and complete information requested by Sempertex. The User agrees to update their data and information to keep them updated and accurate. Sempertex guarantees in all cases the confidentiality and the safe processing of the data provided by the User.

**16. Voluntary Nature.** Sempertex understands that all the information entered by the User is true and is provided voluntarily.