

## **TERMS OF USE**

Welcome to our website! We hope you enjoy your online experience.

INCROS DE COLOMBIA SAS (“Incross”) is committed to maintaining the confidence of users on our website. In view of the potential risks posed by the Internet, we have established terms and conditions of use in order to protect the users of our website and the company itself. The use of the website implies the acceptance of the following terms and conditions.

### **1. GENERAL USE RESTRICTIONS**

The user agrees with the following:

1. Do not distribute any part of the Incross website by any means without our prior written consent;
2. Do not access the public content of the website by any means other than the website itself or those methods that Incross specifically designates for this purpose;
3. Do not to modify any part of the web page or its content;
4. Do not circumvent (or try to circumvent), deactivate or, in any way, interfere in any of the security functions of the website or in mechanisms that (i) prevent or limit the use or copying of any type of content or (ii) activate limitations on the use of the web page or the content to which it gives access;
5. Do not to use the Incross website for private commercial purposes;
6. Do not download, copy, store or redistribute, temporarily or permanently, any content of the website.

### **2. DATA PROTECTION**

Our Data Processing Policy applies to any personal data or material shared on this Website. For more information, see our policy available on this website.

### **3. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

1. Incross is, unless otherwise stated, the owner or authorized user of all the information published on the website, which includes, but is not limited to, the text, scripts, images, graphics, photos, and audio and video files, plus interactive features. All content is owned or required by Incross and is subject to copyright, trademark and other intellectual property rights of Incross or its licensors. Any third-party trademark that appears on the website belongs to its respective proprietor.

2. The contents may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed on the screen, sold, licensed, modified, reused, appropriated, used or, in any other way, exploited for public or commercial purposes, without the prior written consent of Incros. Incros reserves all rights not expressly granted in or with respect to the content.

3. Any infringement of the copyright of Incros or any intellectual property right, also of third parties, may lead to the initiation of legal, civil or criminal actions against the infringers.

## **1. RESPONSIBILITY**

1. Incros will provide the user with the most up-to-date, truthful and correctly expressed information possible; however, the information may contain inadvertent errors. The company declines any responsibility, in particular, in relation to typographical errors and the precision, exhaustiveness and punctuality of the information contained on the website.

2. The information and data published on the website may be modified from time to time without prior notice. The services, information and data published on the Incros website are provided "as is" without warranty of any kind.

3. In the event that the website has links and pointers that lead to third-party websites, Incros assumes no responsibility for the information, communications or materials published on the linked pages or for the links they may contain. Incros declares that it does not necessarily share the opinions or content of third parties that appear on the linked web pages.

4. By using the Incros website, the user assumes any risk derived from the use of Incros, including those affecting the computer or software, as well as possible data damage due to viruses, programs or any file that may be transmitted or activated through the company's website when accessing it.

5. Incros declines all responsibility for any illegitimate use of its website. In no case will it be held responsible for the violation of the rights of third parties.

6. With the exception of damage that occurs intentionally or due to blatant negligent behavior on the part of the company, the company will not be held responsible for any direct, indirect, special, incidental or consequential damage, including, but not limited to, economic losses, interruptions of commercial activities or infringements of the software or electronic data derived or in any way linked to the use of the Incros website.

## **5. CHANGES**

Incros reserves the right to modify these terms of use. Please refer to this page continuously to review these terms of use and any new information.

## **6. APPLICABLE LAW AND JURISDICTION**

You and Incros agree that any claim or difference related to the Website will be governed by Colombian law and will be presented before the courts of Bogotá, Colombia.