



TERMS AND CONDITIONS OF USE OF THE SMART CAPITAL WEBSITE



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The use of the **SMART CAPITAL** website (hereinafter referred to as “**SMART CAPITAL**”) will be governed by the terms and conditions detailed herein, which the user acknowledges and accepts each time they access the platform and/or register on it. The user must read these terms and conditions carefully, and if they do not accept them, they must leave the application. Otherwise, it will be understood that they accept them implicitly.

- **Modifications:** **SMART CAPITAL** reserves the right to modify these terms and conditions at any time. Each time the user accesses the website, they must review these terms and conditions. If they disagree with them, they must accept that the only way to resolve this dispute is to discontinue the use of the application.
- **User:** Any natural person who accesses the website through a computer. The personal information provided by the user on the website must be accurate, precise, and true, with the commitment to update their personal information as necessary. It will be treated in accordance with the Personal Data Protection Policies published on the website with the user's express authorization.
- **User Self-Management:** The use of the website will be carried out solely and exclusively at the user's own initiative and will.
- **Condition of Access and Use of the Website:** The user's use of the website will be at their own risk and responsibility. The user agrees to use the website in accordance with the law, good customs, and these terms and conditions. The user may not use the application for illegal activities or for purposes other than those for which the organization or entity contracted it. The user must not use any mechanism, software, or routine to prevent or attempt to prevent the proper functioning of the website. The user must immediately notify **SMART CAPITAL** of any anomalies they notice with the use of the application or unauthorized use of their user profile or password.
- **Personal Data Protection Policy:** The use of information provided by users is subject to the **SMART CAPITAL** Personal Data Protection and Processing Policy available at www.smartcapitalbroker.com/.
SMART CAPITAL will make its best human and technical efforts to protect the user's right to disclose personal data provided voluntarily during registration in the application, so as to protect against unauthorized access, theft, or illegal or unauthorized uses of such information.

The user acknowledges that the provision of their personal data is done voluntarily, considering the application's characteristics, and understanding that such information will be part of a file and/or database containing their profile, which may be used by **SMART CAPITAL** under the terms established herein. By accepting these terms and conditions, the user expressly authorizes **SMART CAPITAL** to enter and manage the personal data provided in its databases.

The personal information provided by the user is secured by an access key that only the user can use and knows. The user is solely responsible for keeping this key and the included information secret. **SMART CAPITAL** commits not to attempt to access or try to know this key. Since no Internet transmission is absolutely secure, nor can this extreme be guaranteed, the user assumes the hypothetical risk this implies, which they accept and acknowledge.

SMART CAPITAL is not responsible for any consequences arising from unauthorized third-party access to the database and/or any technical failure in the operation and/or data conservation in the application's system.

- **Ownership:** All content of the application, including but not limited to texts, graphics, audio, video, software, data, and any other material (hereinafter "content"), is protected by current and applicable copyright, trademark, slogan, trade name, patent, and other intellectual property rights laws. The user is not allowed to disclose, use, copy, reproduce, modify, remove, or participate in any commercial exploitation of the entire Internet Portal or its contents, either partially or totally, at any time and in any territory, covering all forms of disclosure and use by any existing and future means and technology.
- The brand identifying the website is the sole and exclusive property of **SMART CAPITAL** S.A.S., duly protected by industrial property laws in the Republic of Colombia. The user's use and access to the website do not grant them a license or permission to use it in any form, time, or territory, except with the express and written consent of its owner.
- **License:** **SMART CAPITAL** grants the user a non-transferable, revocable license to use the website on mobile devices or computers, allowing access to the site and the services provided by **SMART CAPITAL**. The license remains in effect as long as the user maintains their registration on the website.
- **Notifications:** The user allows **SMART CAPITAL** to send notifications about the services of health reporting and monitoring provided by **SMART CAPITAL** to its clients, as well as all other events occurring in the application and related to the services provided by **SMART CAPITAL** through the application, to their email, via the website, or via SMS to the mobile phone number provided at the time of registration.

Website Availability: The website aims to be available 99.9% of the time during service execution. Temporary service suspensions may occur for mandatory updates required for

- the software's proper performance. Likewise, **SMART CAPITAL** has a Support Service Policy, which applies to all users, covering the entire support process for cases generated by users due to the website's use.
- **Limitation of Liability:** **SMART CAPITAL** is not responsible for any direct, indirect, lost profits, consequential, incidental, special, or consequential damages suffered by the user resulting from or related to the use of the application, or the partial or total suspension or termination of the website's operation.
- **Applicable Law:** Any differences or claims arising from the use of the website will be resolved in accordance with the laws and courts of the Republic of Colombia.
- **Contact:** For any news, concerns, suggestions, complaints, or claims related to the operation and content of the Internet Portal, please contact contact@smartcapitalbroker.com

