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TERMS AND CONDITIONS

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1. Introduction

This agreement is between **Rindegastos** (hereinafter "Rindegastos", "we", or "our", which includes our business group and affiliated companies, including, but not limited to, Rindegastos SpA, Rindegastos Peru S.A.C., Rindegastos Colombia S.A.S., Rindegastos Mexico S. de R.L. de C.V., and Rindegastos Argentina S.R.L.), owner of the Rindegastos software and operator of www.rindegastos.com and **You**, who contracts or accesses the service (hereinafter, and as applicable, the "Client", the "User" or "You").

Rindegastos provides limited, non-exclusive, and non-transferable usage licenses for software to manage expenses, funds, petty cash, or minor cash funds and related services. These services are provided through an application that You download on your mobile device (hereinafter the "Application") and through the website located at the URL <https://www.rindegastos.com> (hereinafter the "Site"), and together with any software, tool, and/or service provided in connection with the Application or the Site (hereinafter the "Rindegastos Service" or the "Service")

Please carefully read these terms and conditions (hereinafter the "Terms of Service") and our Privacy Policy, available at <https://www.rindegastos.com/privacidad>, which is deemed to be incorporated by reference herein (all, collectively, the "Terms and Conditions").

THESE TERMS AND CONDITIONS GOVERN ACCESS AND USE OF THE RINDEGASTOS SERVICE, AND ALL CONTENT ON THE SITE AND THE APPLICATION, AND FORM A BINDING CONTRACT BETWEEN YOU AND RINDEGASTOS.

YOU ACKNOWLEDGE AND AGREE THAT BY CLICKING ON THE ACCEPTANCE BUTTON OF THE TERMS OF SERVICE, BY REGISTERING FOR A RINDEGASTOS ACCOUNT, BY DOWNLOADING THE APPLICATION, BY MAKING ANY UPDATE TO IT, BY ACCESSING OR USING THE APPLICATION ON YOUR MOBILE DEVICE, BY ACCESSING OR USING THE RINDEGASTOS SERVICE THROUGH THE SITE, OR BY DOWNLOADING, ENTERING, OR POSTING ANY CONTENT FROM, ON, OR THROUGH THE RINDEGASTOS SERVICE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE, THEN YOU DO NOT HAVE THE RIGHT TO ACCESS OR USE THE RINDEGASTOS SERVICE OR THE SITE'S CONTENT. IF YOU ACCEPT THESE TERMS OF SERVICE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS OF SERVICE, AND IN SUCH EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT COMPANY OR LEGAL ENTITY.

2. Definitions

For the purposes of these Terms and Conditions, it is understood that the terms defined below will have the meanings indicated herein. These terms may be used interchangeably in the singular or plural.

"Administrator" refers to the person responsible for managing the Customer's Account. This means the user who has the necessary permissions to configure Rindegastos to suit their company. Among their functions are creating users, creating policies, configuring review workflows, defining expense categories, among others. Additionally, this role has access to report viewings and data export for all company expenses.

"User" refers to any person or entity that completes the process of registering their Account in Rindegastos, as described below.

"Customer" is the natural person, legal entity, or entity of any nature that contracts the services of the Rindegastos Platform, and to whom these services are billed.

"Content" means any text, graphic, photograph, music, software, audio, video, information, or other materials.

"Rindegastos' Content" means the Content that Rindegastos makes available through the Rindegastos Service, including any content licensed to Rindegastos by a third party, and excluding the content provided by the User.

"User's Content" refers to the Content that the Users announces, uploads, publishes, delivers or transmits through the Rindegastos Service.

"Site's Content" refers to all Rindegastos Content and User's Content.

"**Account**" is what grants a person access to the Rindegastos Platform, and its creation requires going through the registration process described below. A username and a password are necessary to log in. A User's Account will be linked to the Client's Account.

"**Bank Information**" is all the information contained in a bank account to which, with prior authorization from the Client or User, Rindegastos may have access only to view and process, which may be used to provide certain Rindegastos services.

"**Personal Information**" refers to data concerning natural persons, who are identified or identifiable through lawful means, recorded in any type of medium.

"**Registration Information**" corresponds to the Information that Rindegastos will request for the **creation of an Account through the Rindegastos Platform's Registration Form.**

“Third-Party Platforms” are external websites or applications owned by third parties that are not affiliated with Rindegastos, through which they offer their own services and/or products, for which Rindegastos has no responsibility whatsoever.

“Approver” this role defines the User who can participate in the review flows configured by your company and can view, approve, and/or reject them.

“Submitter” by default, all Users have the submitter role, which defines that the User can create expense approval flows or others, and then send them to the review process configured by your company.

“Third-Party API” is an intermediary between two systems that allows one application to communicate with another and request specific data or actions. The Third-Party API does not belong to Rindegastos, nor is it related to Rindegastos in any way.

3. Service Overview

3.1. Background

Rindegastos provides limited, non-exclusive, and non-transferable licenses for the use of Rindegastos Software, which allows the management and administration of expenses, fund requests, reimbursements, and other related services. To this end, Rindegastos will make the Rindegastos Service available to You, through which You can control and manage these operations.

Additionally, the Rindegastos Service may include, subject to prior agreement by the Client, additional functionalities such as: (i) functionality that allows a User defined by the Client to make payments through Rindegastos; (ii) functionality that allows the Client to access its business banking information from its Rindegastos Account to facilitate the expense verification process; or (iii) any other functionality that Rindegastos enables. The terms of use of the additional functionalities will be governed by the contract that You and Rindegastos sign for this purpose.

3.2. Registration

In order to access the Rindegastos Service, You must register and create an account (the “Account”) and become a User. By registering with Rindegastos, You agree to: (i) provide true, accurate, current, and complete information about yourself (or, if applicable, the entity you represent) as requested by the Rindegastos Service Registration Form (this information being the “Registration Information”), and (ii) maintain and properly update the Registration Information to keep it true, accurate, current, and complete. When creating a User, at least one role must be assigned, without prejudice that a User can be assigned different roles; that is, You can be a Submitter, Approver, and Administrator simultaneously according to the configuration You determine for the use of the Rindegastos Service.

For all purposes as provided under these Terms of Service, Rinegastos operates based on the information You provide and that is maintained in our systems. Accordingly, Rinegastos will not be liable for any damages that may be caused to the Client, its Users, or any third party as a result of the failure to fulfill your obligation to keep, if necessary, your Personal Data, Banking Information, Registration Information, User Content, contact information, and any other information or content provided to us in accordance with the preceding provisions, permanently updated, truthful, complete, and accurate.

If You provide false, inaccurate, outdated, or incomplete information, or if we have reason to suspect that such information is false, inaccurate, outdated, or incomplete, we may suspend or terminate your account and reject any use of the Rinegastos Service (or any part thereof).

You may not authorize third parties (except, if applicable, employees, consultants, or agents of the entity you represent) to access or use the Rinegastos Service on your behalf. The Account is personal, unique, and non-transferable, and it is prohibited for a single User to register or hold more than one Account. If Rinegastos detects multiple accounts containing matching or related data, Rinegastos may cancel, suspend, or disable all or any of them.

You are responsible for maintaining the confidentiality of your User ID and password, and You are solely responsible for all activities that occur under your User ID or password and/or other login mechanisms. You agree to immediately notify Rinegastos of any unauthorized use of your User ID, password, and/or other login mechanisms or any other security breach. Rinegastos cannot and will not be liable for any losses or damages arising from unauthorized use of your Account.

You may not use the Rinegastos Service in a manner that: (i) causes or may cause damage or harm to any Users and contents of the Rinegastos Service or disrupt access to it; or (ii) is for any fraudulent purpose, or for committing any crime or other illegal activity; or (iii) generates any form of nuisance or inconvenience to a third party.

Rinegastos reserves the right to reject any registration request or to cancel a previously accepted registration if, in its judgment, it does not comply with these Terms and Conditions, is contrary to the law, morality, and/or public order. In the case of previously accepted registrations, Rinegastos will notify the measure with its due justification and, if applicable, the deadline for it to take effect. If there are any funds provisioned, Rinegastos will refund them within 30 days to the bank account or financial institution you have indicated for this purpose, or, in the absence of such indication, to the last bank account or financial institution from which the funds were provisioned. In any of the cases regulated in this paragraph, Rinegastos' decision will not entitle You to any compensation or reimbursement.

By providing us with your email address, You agree to receive all notifications necessary at that email address. You expressly authorize Rindegastos to use that email address to send you notifications regarding updates and improvements to our products, as well as news, promotions, third-party services or products, and events.

3.3. Legal Capacity

By accessing or using the Rindegastos Service, You represent and warrant to Rindegastos that: (i) You are of legal age to enter into a binding contract, or if You are a minor, You have the authorization of your legal representative to use the Rindegastos Service; (ii) all registration information is true, accurate, current, and complete; (iii) You will maintain such information in an accurate, complete, and up-to-date manner; (iv) if you are accepting these Terms of Service on behalf of a company or other legal entity, You have the authority to bind such entity to these Terms of Service. Rindegastos reserves the right to request additional background information to support the foregoing in order to create the Account. Furthermore, You represent and warrant that You are legally authorized to use and access the Rindegastos Service and that You will be responsible for the selection, use, and access of the Rindegastos Service. If You do not meet these requirements, as applicable to you, You should not access or use the Rindegastos Service.

These Terms of Service will not apply where prohibited by law, and in such jurisdictions, the right to access the Rindegastos Service is prohibited.

The failure of Rindegastos to enforce any right or provision of these Terms of Service will not constitute a waiver of future enforcement of such right or provision. A waiver of such right or provision will only be effective if made in writing and signed by a duly authorized representative of Rindegastos. Except as expressly stated in these Terms of Service, the exercise by either

The fact that Rindegastos does not enforce any right or provision of these Terms of Service shall not constitute a waiver of the future exercise of such right or provision. A waiver of such right or provision will only be effective if it is in writing and signed by a duly authorized representative of Rindegastos. Except as expressly set forth in these Terms of Service, the exercise by either party of any of its remedies under these Terms of Service shall be without prejudice to its other remedies under these Terms of Service or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms of Service to be invalid or unenforceable, such provision shall be enforced to the maximum extent, and the remaining provisions of these Terms of Service shall remain in full force and effect.

3.4. Tools and supplementary programs

Rindegastos may use tools, scripts, software, and/or utilities, applications, (collectively, the "Tools") to monitor and manage the Rindegastos Service.

The Tools do not collect or store the User's content, unless it is necessary to provide the Rindegastos Service or to resolve service requests or other related issues. The information collected by the Tools may also be used to provide support for Rindegastos' various products and services, to help Rindegastos address deficiencies in its products and services offerings.

In this case, the right of use on tied to the supplementary programs will terminate upon notification from Rindegastos to that effect, upon termination of the Rindegastos Service or those services linked to the supplementary programs, or on the date when the license to use such supplementary programs expires under the terms specified for those programs, whichever occurs first.

3.5. Link to third-party websites

The Rindegastos Service may, now on in the future, contain links to third-party websites, advertisements, services, or resources that are not owned or controlled by Rindegastos. You acknowledge and agree that Rindegastos has no control over and is not responsible for: (i.) the availability or accuracy of such websites or resources; or (ii.) the content, products, privacy policies, practices, or services available in such website or resources. Links to other websites or resources do not imply any endorsement or recommendation by Rindegastos of such websites or resources or the content, products, practices, privacy policies, or services available from such websites or resources. You accept the sole responsibility and assume all risks arising from your use of any such websites or resources or the content, products, or services available from them. Furthermore, your activities or participation in promotions of third parties, including payment and delivery of goods and any other terms (such as warranties), are solely between You and such third parties. You agree that Rindegastos will not be responsible for any loss or damage of any kind related to the content, materials, actions, services, or transactions with such third parties. We encourage You to exercise caution when you leave the Rindegastos Service or Site, and to read the terms and conditions and privacy policy of any third-party website or service you visit. You expressly release Rindegastos from all liability arising from your use of any third-party website or third-party services or content.

4. Legal Terms

4.1. Intellectual Property

Rindegastos Service: Rindegastos is and shall own and retain all right, title and interest in and to the Rindegastos Service (excluding any licensed content and software components therein) and is protected by copyright, trademark, patent, models, industrial design and database laws and treaties worldwide.

You agree not to reverse engineer, or create a "mirror site" of the Rindegastos Service or any portion thereof, decompile, distribute, license, sublicense, sell, transfer, disassemble,

copy (including screenshots), alter, modify or create derivative works of the Rindegastos Service, misuse the Rindegastos API or use the Rindegastos Service in any way that results in a violation of the restrictions contained in these Terms of Service. Rindegastos does not grant any license, express or implied, to the intellectual property of Rindegastos or its licensors. You are not allowed to create or publish your own databases containing substantial portions of any of the content of the Rindegastos Service without our express written consent.

The User declares to know and accept that any information related to the design, “look and feel”, specifications, components, functionalities or operation, and payment conditions and prices (if applicable) of the Rindegastos Service is considered confidential and property of Rindegastos (all of the above, the “Rindegastos’ Confidential Information”).

User Information: Subject to the section below titled 'Transfer of Certain User Information,' the User shall retain all rights, title, and interest in and to (a) documents, data, and other information transmitted by the User to Rindegastos in connection with their use of the Rindegastos Service, and (b) reports and other materials generated by the Rindegastos Service derived from such transmission (collectively, the 'User Information'). Notwithstanding the foregoing, the User hereby grants Rindegastos a worldwide, royalty-free, and non-exclusive license to use (i) the information generated as a result of the User's use of the Rindegastos Service, solely for the purpose of (a) maintaining and improving the Rindegastos Service and (b) providing the User access to special product offers and promotions; and (ii) aggregated, non-identifiable, and anonymous information about the use of the Rindegastos Service collected by Rindegastos solely for marketing, promotion, or distribution to third parties purposes.

Transfer of certain User Information: Notwithstanding the foregoing, in connection with the submission of an expense report, funds, or any other information that you transmit to another User or third party, You assign all rights, title, and interest in and to any Information transmitted to the corresponding User or third party. You hereby represent and warrant that you have all necessary authorizations to comply with the provisions of this clause.

Rindegastos’ Logo and Design: The graphics, logos, designs, page headers, button icons, sequences, and service names of Rindegastos are trademarks of Rindegastos in Chile and/or other countries or represent the trade dress of Rindegastos. Rindegastos’ trademarks may not be used, neither as part of registered trademarks nor as part of domain names, in connection with any product or service in a way that may cause confusion or discredit Rindegastos. Moreover, they may not be copied, imitated, or used, in whole or in part, without the prior written permission of Rindegastos.

User Artwork: Each User shall retain all rights, title, and interest in and to any logos, promotional graphics, and marketing designs that they own (collectively, the “User Artwork”), without prejudice to the fact that the User hereby grants Rindegastos a

worldwide, non-exclusive, royalty-free license to use the User Artwork, as well as the User's name and/or trademark, for the purposes of fulfilling the obligations acquired by the User herein and for advertising Rindegastos' products and services to third parties, subject to the User's right to approve, in each instance, the manner and form of such use (such approval must be in writing and shall not be unreasonably withheld or delayed).

Service Analytics: Rindegastos may (i) collect statistical and other information related to the performance, operation, and use of the Rindegastos Service, and (ii) use such data in aggregate form for operations and security management, to create statistical analyses, and for research and development purposes (collectively referred to as "Service Analytics"). Rindegastos may make the Service Analytics public; however, the Service Analytics will not incorporate any details of User Content or any information that could be used in any way to identify the User, any User's personal data, or any person's personal data. Rindegastos retains all intellectual property rights to the Service Analytics.

4.2. Privacy

To use the Rindegastos Service, You must provide certain personal data. Your personal information is processed and stored using technology and procedures that comply with high standards of security and protection. Please refer to Rindegastos' Privacy Policy at <http://www.rindegastos.com/home/privacy> for information and notices regarding the collection and use of your personal information.

4.3. Disclaimer

The Rindegastos Service and Site Content are offered "AS IS," without any kind of warranty, whether express or implied.

Rindegastos does not guarantee that the Rindegastos Service or Site Content will meet your specific needs. If You choose to use the Rindegastos Service, You agree that it is provided as is, in accordance with these Terms of Service.

Rindegastos cannot guarantee, and You acknowledge and accept, that the Rindegastos Service may not be available continuously, securely, or without errors. Likewise, Rindegastos does not guarantee the quality of any third-party products, services, or Site content, purchased or obtained through the Rindegastos Service, or the accuracy, timeliness, truthfulness, completeness, or reliability of any third-party content obtained through the Rindegastos Service.

Rindegastos will use all commercially reasonable efforts to keep the Rindegastos Service available, but this does not guarantee that it will be available at all times and without interruptions. It may be temporarily suspended without notice due to technical failures, maintenance interventions, or force majeure events. In the event of an interruption of the

Rindegastos Service, whether through the Application or the Site, Rindegastos will make its best efforts to restore it promptly, without any resulting obligation or liability for Rindegastos.

Rindegastos reserves the right to update the Application or the Site and/or expand or modify its functionalities, as long as it improves the experience, optimizes the quality of the Rindegastos Service, corrects defects in the Application or the Site, and/or provides higher levels of security. Such modifications will be promptly communicated to affected Users via email, to the extent that they have a substantial impact on the Rindegastos Service.

4.4. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RISK ARISING FROM YOUR ACCESS TO AND USE OF THE RINDEGASTOS SERVICE AND USER CONTENT IS SOLELY YOURS. ACCORDINGLY, RINDEGASTOS IS NOT RESPONSIBLE FOR THE PURPOSES FOR WHICH YOU USE THE RINDEGASTOS SERVICE. IF AT ANY TIME RINDEGASTOS DETECTS THAT YOU ARE USING THE RINDEGASTOS SERVICE FOR ANY ILLEGAL PURPOSE, OR IF REQUESTED BY ANY AUTHORITY, RINDEGASTOS MAY TERMINATE THE SERVICE IMMEDIATELY WITHOUT ANY LIABILITY AND WITHOUT ANY RIGHT TO COMPENSATION FOR YOU, AND IF APPLICABLE, RINDEGASTOS WILL REFUND ANY MONEY YOU HAVE PROVIDED TO US WITHIN 30 DAYS.

NEITHER RINDEGASTOS NOR ANY OTHER PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE RINDEGASTOS SERVICE OR SITE CONTENT SHALL BE LIABLE FOR UNFORESEEN OR INDIRECT DAMAGES, OR FOR PERSONAL DAMAGES, BODILY INJURY, OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE USE OR INABILITY TO USE THE SERVICE OR SITE CONTENT, OR ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE RINDEGASTOS SERVICE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE RINDEGASTOS SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF RINDEGASTOS HAS INFORMED OR NOT OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A SPECIFIC FUNCTION SET FORTH HEREIN HAS FAILED OF ITS ESSENTIAL PURPOSE.

RINDEGASTOS DOES NOT GUARANTEE THE RESULTS OF USING THE RINDEGASTOS SERVICE, AND USERS OF THE RINDEGASTOS SERVICE ASSUME ALL RISK AND RESPONSIBILITY IN CONNECTION WITH IT. USERS OF THE RINDEGASTOS SERVICE AGREE THAT BY USING THE RINDEGASTOS SERVICE, CONFIDENTIAL INFORMATION WILL BE TRANSMITTED THROUGH THIRD-PARTY INFRASTRUCTURES THAT ARE NOT UNDER RINDEGASTOS'S CONTROL (SUCH AS THIRD-PARTY SERVERS AND

INTERNET). RINDEGASTOS MAKES NO WARRANTIES REGARDING THE SECURITY OF SUCH THIRD-PARTY INFRASTRUCTURES.

THE USER ACKNOWLEDGES THAT THE RINDEGASTOS SERVICE IS DESIGNED WITH CAPABILITIES TO ACCESS THE RINDEGASTOS SERVICE REGARDLESS OF GEOGRAPHIC LOCATION AND TO TRANSFER OR OTHERWISE MOVE CONTENT AND THEIR APPLICATIONS, IF ANY, BETWEEN THE RINDEGASTOS SERVICE AND OTHER LOCATIONS, SUCH AS USER WORKSTATIONS. THE USER WILL BE SOLELY RESPONSIBLE FOR AUTHORIZING AND MANAGING USER ACCOUNTS, REGARDLESS OF WHERE THEY ARE LOCATED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM RINDEGASTOS OR THROUGH THE RINDEGASTOS SERVICE, SHALL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY SET FORTH IN THIS DOCUMENT.

YOU ARE SOLELY RESPONSIBLE FOR ALL YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE RINDEGASTOS SERVICE AND WITH OTHER PERSONS WITH WHOM YOU HAVE COMMUNICATED OR INTERACTED AS A RESULT OF USING THE RINDEGASTOS SERVICE. YOU UNDERSTAND THAT RINDEGASTOS IS NOT OBLIGATED TO CONDUCT BACKGROUND CHECKS ON USERS OF THE RINDEGASTOS SERVICE, NOR DOES IT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE RINDEGASTOS SERVICE. RINDEGASTOS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDUCT OF USERS OF THE RINDEGASTOS SERVICE OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USER OF THE RINDEGASTOS SERVICE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE RINDEGASTOS SERVICE AND WITH OTHER PERSONS WITH WHOM YOU MAY COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE RINDEGASTOS SERVICE.

IN NO EVENT SHALL RINDEGASTOS'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR THE USE OR INABILITY TO USE THE RINDEGASTOS SERVICE OR SITE CONTENT EXCEED THE AMOUNTS THE CUSTOMER HAS PAID TO RINDEGASTOS IN THE LAST YEAR. THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE AN ESSENTIAL ELEMENT OF THESE TERMS OF SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

4.5. Governing Law and Jurisdiction

These Terms of Service, their interpretation, and any related action shall be governed by the laws of the Republic of Chile. The exclusive jurisdiction and venue for any action related

to the subject matter of these Terms of Service shall be the courts of the commune and city of Santiago.

4.6. Force Majeure

Neither Party shall be liable for failure or delay in the performance of its obligations if such failure or delay is caused by acts of war, hostility, or sabotage; force majeure events; pandemics; interruptions to telecommunications, internet, or electricity services not caused by the obligated party; government restrictions; or any other event beyond the reasonable foresight and control of the obligated party. The parties shall make reasonable efforts to mitigate the effects of a force majeure event. If such an event persists for more than 30 days, either party may terminate these Terms and Conditions. This clause does not exempt the parties from the obligation to take reasonable measures to follow their normal disaster recovery procedures or from their obligation to pay for the Rindegastos Service.

4.7. General Prohibitions

In using the Rindegastos Service, You agree not to:

- a) Post, upload, publish, deliver, or transmit any content that: infringes, misappropriates, or violates patents, copyrights, trademarks, trade secrets, moral rights, or other intellectual property rights or publicity or privacy rights owned by third parties; violates or encourages any conduct that violates any law or regulation or could lead to civil liability; is fraudulent, false, misleading, or deceptive; is defamatory, obscene, pornographic, vulgar, or offensive; promotes arbitrary discrimination, intolerance, racism, hatred, harassment, or harm against any individual or group; is violent or threatening or promotes violence or actions that endanger any person or entity; or promotes illegal or harmful activities or substances; or that, in Rindegastos' sole discretion, is objectionable or exposes Rindegastos and its Users to harm or liability.
- b) The use, display, screenshot capture, copying, uploading, or transmission of the Rindegastos Service, or any element within the Rindegastos Service, the name Rindegastos, any trademark, logo owned by Rindegastos, or other proprietary information of Rindegastos, or the distribution and design of any page or form contained on a page, without the express prior written consent of Rindegastos.
- c) Accessing, tampering with, or using non-public areas of the Rindegastos Service, Rindegastos computer systems, or Rindegastos' providers technical systems.
- d) Attempting to probe, scan, or test the vulnerability of any Rindegastos system or network, or breach security or authentication measures.
- e) Defaming, abusing, harassing, stalking, threatening, or otherwise violating the legal rights (such as privacy and publicity rights) of any other user of the Rindegastos Service or member of Rindegastos team.
- f) Avoiding, bypassing, removing, disabling, impairing, decoding, or otherwise circumventing a technological measure implemented by Rindegastos or any of

Rindegastos' providers or any third party (including another user) to protect the Rindegastos Service or Site content.

- g)** Attempting to access or search the Rindegastos Service or Site Content or download content from the Rindegastos Service by using any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, or similar) other than the software or search engines provided by Rindegastos or other generally available third-party web browsers.
- h)** Sending any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or any other form of solicitation (including sending invitations to use the Rindegastos Service to phone numbers of people you do not know or have not received consent from to send such information).
- i)** Using or disclosing any Rindegastos Confidential Information except as expressly provided herein.
- j)** Using meta tags or any other text or metadata utilizing a trademark, logo, URL, or product name owned by Rindegastos without its express consent.
- k)** Using the Rindegastos Service or Site Content for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms of Service.
- l)** Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting or using the Rindegastos Service or Site Content in any way to send altered, deceptive, or false information, or falsifying information related to the identification of the source.
- m)** Attempting to decipher, decompile, disassemble, or reverse engineer any software used to provide the Rindegastos Service or Site Content.
- n)** Interfering or attempting to interfere with any User, host, or network access, including, without limitation, sending a virus, overloading, flooding, Trojan horses, worms, logic bombs, spamming, or email bombing the Rindegastos Service.
- o)** Collecting or storing any personally identifiable information about other Users from the Rindegastos Service without their express written consent or as provided in these Terms of Service.
- p)** Impersonating or misrepresenting your affiliation with any person or entity.
- q)** Violating any applicable law or regulation.
- r)** Engaging in conduct that restricts or inhibits any person's use of the Site or that may harm Rindegastos and its Users or expose them to liability.
- s)** Encouraging or enabling any other person or entity to do any of the actions or activities listed above.

Rindegastos will have the right to investigate and pursue legal action for any violation of the aforementioned with the full force of the law. Rindegastos may participate in and cooperate with legal authorities to pursue Users who violate these Terms of Service.

You acknowledge that Rindegastos is under no obligation to monitor your access to or use of the Rindegastos Service, or to review, edit, or remove content provided by Users, but it has the right to do so for the purpose of operating the Rindegastos Service, ensuring

compliance with these Terms of Service, or complying with applicable law or an order or request from a court, administrative agency, or other governmental entity. Consequently, Rindegastos assumes no responsibility for any action or inaction regarding the transmission, communication, or content provided by any User or third party.

Rindegastos may choose to temporarily or permanently suspend passwords, functions, accounts, and access to the Rindegastos Service if the User violates or fails to comply with any provision contained in the Terms of Service and/or the Privacy Policy, or if, in Rindegastos' reasonable judgment, the Rindegastos Service or any of its components is at risk of a significant security or functionality threat.

Any use of the Rindegastos Service that is not expressly permitted constitutes a breach of these Terms of Service and may violate copyright, trademark, and other laws.

4.8. Assignment

You may not assign or transfer these Terms of Service, by operation of law or otherwise, without the prior written consent of Rindegastos. Any attempt by You to assign or transfer these Terms of Service without such consent will be null and void. Rindegastos may assign or transfer these Terms of Service, at its sole discretion, without any restriction.

4.9. Third-Party Disputes

Rindegastos is not affiliated with any User, trader, Customer, or provider that is not subcontracted by Rindegastos, and any dispute You have with such a third party arising from your use of the Rindegastos Service, including but not limited to your employer, is solely between You and that third party, and You hereby irrevocably release Rindegastos (and our directors, officers, subsidiaries, agents, employees, and advisors) from all claims, demands, and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

4.10. Indemnification

You agree to defend, indemnify, and hold Rindegastos, as well as its affiliates, controlled and/or controlling companies, officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way related to your improper access to or misuse of the Rindegastos Service, your violation of these Terms of Service or Privacy Policy, including any breach of any representation or warranty herein, any infringement of Rindegastos' intellectual property rights, breaches of the Application or Site that may lead to, for example, and not limited to, access to confidential information, bank accounts, credentials, alteration of transactions, submission of requests, denial-of-service attacks, payment method and/or electronic transactions fraud involving the Client's

Users or Administrators, any violation or alleged violation or infringement of any intellectual property, trademark, copyright, patent, trade secret, or non-proprietary rights of third parties, including defamation, invasion of privacy, or any other wrongdoing, any violation of personal data protection regulations under applicable law, or any failure, error, inaccuracy that originates from You and may affect the execution of these Terms and Conditions, the integrity of your systems, or in any way cause harm to Rindegastos; any claims made by the Client's Users against Rindegastos, as well as any violation of laws or third-party rights.

4.11. Entire Agreement

These Terms of Service constitute the entire and exclusive understanding and agreement between Rindegastos and You regarding the Rindegastos Service and Site Content. These Terms of Service supersede and replace any and all prior written or verbal agreements between Rindegastos and You regarding the Rindegastos Service.

4.12. License

Subject to your compliance with these Terms of Service, Rindegastos grants you a limited, non-exclusive, non-transferable license to download and install a copy of the Application and/or its updates on your mobile device and use that copy of the Application for your personal or business use, as applicable.

Rindegastos reserves all rights in the Application or Site not expressly granted to You by these Terms of Service.

5. Account and Contact

5.1. Fees and Payment

Registering and creating an Account on Rindegastos may be free for those Clients and Users that Rindegastos determines at its discretion. Free usage may be limited to certain features and tools of the Rindegastos Service as detailed on www.rindegastos.com or in the corresponding business proposal. Rindegastos may, at its sole discretion, modify the features and tools accessible to and usable by these Users. For these purposes, Rindegastos will notify the changes with reasonable advance notice.

If You choose to purchase paid services or provide payment information after it is required, You agree to the prices, payment methods, and billing as indicated (a) here, (b) on the Site, (c) if applicable, in a separately issued purchase order or separately executed contract, and (d) in the Billing section of your Account.

Any payment made for the Rindegastos Service is non-refundable and non-transferable unless otherwise stated in these Terms of Service.

The price and applicable taxes, if any, must be paid in the currency indicated on the Registration Form (Chilean pesos, Mexican pesos, Colombian pesos, Peruvian soles, US dollars, or other as applicable). The price of the Rindegastos Service for Argentina will be set in US dollars, but due to the current foreign exchange regime and restrictions in the country, You may pay the fee in Argentine pesos at the “MEP Dollar” or “Dolar Bolsa” (local exchange rate commonly used for financial transactions) seller exchange rate on the last business day before the payment of the corresponding invoice.

If the Rindegastos Service you have subscribed to is a recurring subscription service, it will automatically renew unless You or Rindegastos terminate the Service by notifying via email (support@rindegastos.com) with at least 30 days' notice. You must cancel the Rindegastos Service before it renews to avoid being charged the corresponding invoice for the renewed service. All fees or charges are non-refundable, and there will be no refunds for partial use periods.

It is expressly stated that you acknowledge and accept that the Price for the Rindegastos Service is tax-free and free from any other surcharge. Therefore, if any authority, entity, or institution in your country imposes taxes, duties, fines, fees, surcharges, or any other levy, including direct or indirect taxes, income tax, withholding tax, value-added tax, insurance premium tax, customs duties, registration and stamp duties, capital tax, transfer tax, social security contributions, withholding taxes on employees, money transfer service surcharges, whether by bank or other means, including any interest for late payment, increases, and penalties or any other tax (“Taxes”), on any amount paid to Rindegastos, then the payable amount will be increased to ensure that after the payment of such Tax, the amount remains equal to the sum that would otherwise be payable to Rindegastos.

Rindegastos reserves the right to change the prices of any service package with 15 days' notice before the next billing cycle, unless otherwise specified in another document. Your non-acceptance of the new rates means that you do not agree with them and, consequently, do not agree with these Terms and Conditions, which means you will not be able to use the Rindegastos Service.

You may have access to paid features from other companies through links on the Site or the Application. These links or API integrations will initiate a payment or request by pre-filling certain information (such as email address, phone number, amount, etc.) as part of payments completed in a third-party payment system. You agree to comply with the terms of service of any payment service linked to Rindegastos, and You acknowledge that Rindegastos is in no way responsible for the transactions and services provided by a third party linked to or from the Rindegastos Service.

5.2. Modifications

Rindegastos reserves the right, at its sole discretion, to modify, discontinue, or terminate the Rindegastos Service or modify the Terms of Service at any time and without prior notice. If such modification, discontinuation, or termination affects the rights of the Clients, Rindegastos will notify such changes in a timely manner.

Rindegastos may make modifications or updates to the Rindegastos Service (such as infrastructure, security, support, technical configurations, features, etc.) at any time, including those intended to reflect changes in technology, industry practices, Platform and/or Application usage guidelines, and Content availability. Accordingly, the specifications, features, usability, management, Content, etc., may be modified at Rindegastos' discretion at any time and without prior notice.

The User agrees to accept all patches, bug fixes, updates, service packs, and maintenance (collectively, the "Patches") necessary for the proper functioning and security of the Rindegastos Service. Rindegastos is not responsible for performance or security issues with the Rindegastos Service that result from the User's failure to accept the application of the necessary Patches for the proper functioning and security of the Rindegastos Service.

Except for emergency maintenance or security-related activities, if necessary (which will be determined solely by Rindegastos), Rindegastos will coordinate with the Administrator to schedule the application of the Patches, when possible, based on Rindegastos' standard maintenance windows.

Any modifications to the Terms of Service will be announced on the Site and/or Rindegastos will send you a notification of the changes. Additionally, Rindegastos will update the "Last Updated Date" at the top of the Terms of Service or on the Site or Application.

By accessing or using the Rindegastos Service after we have announced and/or notified you of a modification to the Terms of Service, you are deemed to have accepted and agreed to be bound by the new Terms of Service.

If the new Terms of Service are not acceptable to you, you must cease using the Rindegastos Service. Your continued use of the Rindegastos Service constitutes your acceptance of any modified Terms of Service.

Some parts of the Rindegastos Service may in the future have different terms and conditions than those announced on the Site or may require You to accept additional terms and conditions. In the event of any conflict between the Terms of Service and those announced for a specific part of the Rindegastos Service, the latter will prevail concerning your use or access to that specific part of the Rindegastos Service.

Rindegastos may, at its sole discretion, introduce new applications, software, or services that may be subject to different prices, terms, conditions, and licenses that are more or less restrictive than those stated.

5.3. Termination and account cancelation

If You breach these Terms of Service, Rindegastos will have the right to suspend, deactivate, or terminate your Rindegastos Service' account, at its sole discretion and without prior notice. Rindegastos reserves the right to revoke your access to and use of the Rindegastos Service at any time, with or without cause. If Rindegastos terminates the Rindegastos Service due to your breach, You will remain responsible for any and all amounts owed under these Terms of Service.

You may cancel your account at any time from your account settings at <http://www.rindegastos.com/> or by sending an email to support@rindegastos.com. Once the Rindegastos Service has ended, you will no longer have the right to access or use the Rindegastos Service. However, upon request and for up to sixty days after the termination of the Rindegastos Service, your User Content will remain available for you to retrieve through the means agreed upon by the parties. After this period, and unless required by applicable law, Rindegastos will delete or otherwise render such content inaccessible.

If You or Rindegastos cancel your account for any reason, any license granted in this document will terminate, but your obligations described in the sections titled "Fees and Payment," "Intellectual Property," "Disclaimer," and "Limitation of Liability," as set forth in this document, as well as any obligations you have under the Privacy Policy, will survive any termination or expiration of the Rindegastos Service or any agreement between You and Rindegastos. You will not be entitled to any refund for any prepaid amount in the event of an early termination.

5.4. Feed back

We encourage you to provide us with feedback, comments, and suggestions regarding the Rindegastos Service ("Feedback"). You can send your Feedback by email to support@rindegastos.com or through the help section of the Rindegastos Service. You acknowledge and agree that all Feedback will be the sole and exclusive property of Rindegastos, and by this act, You irrevocably assign to Rindegastos all rights, title, or interest in such Feedback and its content.

5.5. Contact

All notifications or other communications permitted or required under this agreement, including those relating to changes to these Terms of Service, the Rindegastos Service, the

Site, and the Application, will be made in writing and will be given: (i) by Rindegastos via email (to the address you provide in each case) or (ii) by posting on the Application or the Site. For notifications sent by email, the date of receipt will be considered the date on which the notification is transmitted.

If You provide us with your email address or phone number (or activate your Account using an email address), you agree to receive, as applicable, emails, chats, calls, and text messages from Rindegastos with information related to your Account, new and existing features, product updates and improvements, company and industry news and events, community updates, and communications connecting you with other members and volunteers.

If you have any questions about these Terms of Service or wish to contact Rindegastos, please email us at support@rindegastos.com. Additionally, we offer a chat feature where you can find information and answers to questions about using the Rindegastos Service.