

# TERMS AND CONDITIONS

Please carefully read the Terms and Conditions of SOSAFE® before using the services of alert and emergency notification. If you consider that it can not accept all the terms and conditions set forth herein, we ask you to refrain from using the services provided by it, given that its use may be considered unauthorized by SOSAFE®.

If you access and use the Services on behalf of a company (like your employer) or other legal entity, you represent and warrant that you have the authority to bind such company or other legal entity to these Terms. In that case, 'you' and 'your' will refer to that company or other legal entity.

These General Terms and Conditions of Contract, constitute the entire agreement between the user and SOSAFE®, governing the provision and use of services and emergency notification alert and take precedence and supersedes other agreements or verbal communications proposals or written between the user and SOSAFE® only with respect to the subject matter.

If a court of competent jurisdiction considers any provision of these Terms and Conditions be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The use of the system gives the user condition and implies full and unreserved acceptance of each and every acceptance of Terms and Conditions from the moment of the registration application. Accordingly, the use of this system constitutes acceptance at present conditions.

SOSAFE® reserves the right to change the terms at any time, as deemed appropriate, notifying the user the new version with the amendments inserted by posting them on the web site [www.sosafe.cl](http://www.sosafe.cl). presuming the acceptance thereof pursuant case of continuing the use of the service by the user. Accordingly, the continued use of the Services shall mean the acceptance by the user of any adjustment to these terms. If you do not accept the new conditions, then you should not use the Services. You are responsible for regularly reviewing these Terms to verify incorporating changes.

SOSAFE® reserves the right to terminate or unilaterally terminate or modify the configuration, presentation and conditions of use of all or part of the services at any time and without notice.

SOSAFE® reserves the right, in its sole discretion, to deny access to the services we offer, at any time and for any reason, including but not limited to, under a violation of these Terms and Conditions.

SOSAFE® reserves the right, in its sole discretion to temporarily or permanently block the account of a user, especially when a possible abuse of the account noted.

## **1. Eligibility**

SOSAFE® Services are available only to individuals, organizations or companies who can form legally binding contracts under applicable law. Notwithstanding the foregoing, SOSAFE® services are not available or are offered to persons under 18 years.

If you do not qualify, you are not authorized to use this site or the Services. If you are using this website or the Services on behalf of an organization, institution or company you represent and warrant that you have the ability to require the association, organization or company for use of this website and the Services.

In accepting these conditions, the user declares to be a person of legal age in accordance with the laws of Chile.

## **2. Object**

- 2.1. SOSAFE® undertakes to provide to the user - under the terms and conditions of this agreement - access to the service of sending alerts arranged by SOSAFE®, or by third party users of the system and / or third party service providers and content.
- 2.2. For SOSAFE® alert service, users must create an account through which they can access and make use of the services provided by SOSAFE®, or by third party users of the system and / or third party service providers and content.
- 2.3. For account creation, users must enter the site of SOSAFE® [www.sosafe.cl](http://www.sosafe.cl) or through mobile applications offered by SOSAFE®, and required to register as a user.
- 2.4. You acknowledge and agree that all or part of the services covered by this Agreement may be provided either by SOSAFE® or any of its affiliates.
- 2.5. SOSAFE® prohibits the use of services for illegal or immoral purposes. It is especially forbidden:
  - 2.5.1. Contains or discloses any personally identifiable information or private information of any person without their consent, including children without parental consent;
  - 2.5.2 Participate in any defamatory, libelous, threatening or harassing activity;
  - 2.5.3 If the customer do any of the activities listed above, SOSAFE® reserves the right to terminate your access and / or use of the Services, disable the customer's account and remove all or part of its content, at any time with or without notice and without refund. SOSAFE® may also report their activities to the authorities in accordance with legal requirements or at its discretion.

## **3. Obligations SoSafe**

1. 3.1. SOSAFE® agrees to use all tangible and intangible resources, including software, hardware and technical assistance in order to provide the customer - for the duration of the services - the integrated set of contracted services.
2. 3.2. Nevertheless, you acknowledge and agree that computer programs are tools complex, susceptible to errors or failures and, therefore, is to ensure impossible that a program does not appear errors or deviations or operation it will be uninterrupted. Error or deviation may affect the function of the application or simply do not strictly conform to the specifications contained in the descriptive manuals, without affecting the function of

the application itself. Consequently, SOSAFE® undertakes, as far as possible and reasonable, to correct any errors or deviations that affect the specific results of the corresponding function Implementation SoSafe.

3. 3.3. SOSAFE® is expressly released from any obligation and responsibility to the Customer, in the following cases:
  - 3.3.1. Misuse by Client Program or used for purposes other than those contracted.
  - 3.3.2. Using the Service programs that have not been declared compatible by SOSAFE® or its licensors and without being subject to their specifications and instructions.
  - 3.3.3. Suspension of the operation of the service provided by SOSAFE® due to reasons of force majeure, such as earthquake, power outages or transmission lines, terrorist acts, electronic problems, etc.
  - 3.3.4. Any liability arising from the services or response to SOSAFE® alerted on behalf of the client.
  - 3.3.5. Lack of promptness and quality of services provided by third parties, provided under the alert generated by SOSAFE®,
  - 3.3.6. Problems arising from access to or use of internet or mobile telephony network from the customer.
4. 3.5. The customer is solely responsible for the use of services under license and / or terms and conditions of any third party or third party services (including telephone, email and / or mobile providers and internet), and SOSAFE® shall have no liability nor of any kind for breach thereof by the customer.
5. 3.6. SOSAFE® is not responsible for (i) the accuracy or reliability of any opinion, advice or statement made by anyone other than SOSAFE® (ii) any content or notice provided by third parties. It is the responsibility of the customer to evaluate the accuracy, completeness or usefulness of any content, opinion, advice or other disposition obtained from or through services or a third party.
6. 3.7. No claim may be asserted by the customer against SoSafe ® twelve (12) months after the date on which the event that is the basis for a claim or underlying action has occurred.
7. 3.8. To the extent permitted by law, the customer frees SOSAFE® for any claim or liability in connection with the contacts, data and content delivered and published by the client application or site SoSafe.

#### **4. Obligations of the client-user**

1. 4.1. Customer must provide SOSAFE® all the necessary information and collaboration it will require in order to implement and provide the contracted services.
2. 4.2. The customer must use the application SOSAFE® in accordance with applicable laws and good faith and consistent with the permitted use of such network and services.
3. 4.3. Customer may only use the services SoSafe for lawful purposes and in accordance with this Agreement.

4. 4.4. SoSafe not responsible for the data and contents of the client, accessible or delivered on or through the SOSAFE® services.
5. 4.5. Customer is solely responsible for:
  - 4.5.1. Hiring telephone and internet services appropriate and necessary for access and delivery of Application and SOSAFE® services.
  - 4.5.2. The data of your contacts correspond to phone numbers enabled.
  - 4.5.3. Compliance with all laws applicable to the publication and distribution of such information and materials.
  - 4.5.4. Customer shall be solely responsible for keeping their contact details by sending your request to update contacto@sosafe.cl.
  - 4.5.5. The inability to access the website of the client by one or more users generate no liability for SOSAFE®.
  - 4.5.6. Maintenance of equipment needed for access to and delivery of services SOSAFE®.
6. 4.6. The client will not use the Application and services provided by SOSAFE® infringes in any way, weaken, misappropriate or otherwise violate the right to privacy or other personal rights or any other rights. SOSAFE® reserves the right to verify the data and request the necessary documentation for it and delete accounts or data submitted disagreement, such as data falsification, phishing, data duplication, incomplete among other data.

## 5. Responsibilities

- 5.1. SOSAFE® makes no express or implied warranty regarding the services provided in order to make them work or operate without interruption or error free. Consequently, SOSAFE® shall not be liable for loss of data or proprietary information of customers or contacts, or for any other losses, damages and / or damages that may be caused to the person or property or information of the client, their dependents, their customers or third parties as a result of or in connection with or as a result of the provision of services under this Agreement by SOSAFE® and staff, among others, and particularly interruptions, malfunction or equipment failures, and / or any of its hardware or software, or the performance of the Services; except only to the extent such losses, damages and / or damages directly and exclusively attributable were to blame itself or willful misconduct of SOSAFE® or their dependents, but always limited in all cases to damage or actual damages, direct and planned and with the maximum limit of liability stipulated in paragraph 5.3. of this clause.
- 5.2 Under no circumstances and under no circumstances SOSAFE®, its parent, affiliates and licensors company will be responsible for lost profits, loss of earnings, loss or inaccuracy of data, direct, indirect, foreseen or unforeseen, or any other category, yet if such party has been advised of the possibility of such damages.
- 5.3. In any event, the total liability in contract, tort or any other kind of SOSAFE®, if any, for any and all harm or damage that is caused or may cause to customers, employees, customers or third parties for any reason or reason related to this contract is

conventional and expressly limited to the amount of compensation actually paid to SOSAFE® corresponding to the last month in which the services were rendered.

- 5.4. This clause shall remain in force even after the termination for cause of which wants the Contract.

## **6. Intellectual Property Rights**

- 6.1. Customer acknowledges that SOSAFE® owns the intellectual rights to the application, software and services provided SOSAFE® - in its capacity as owner and / or licensee of them - and has been authorized to market the services. Thus, the client is obliged to respect such ownership, licensing, rights and interests can not in any case claim any ownership rights over them.
- 6.2. The client acknowledges that software and the application may include certain elements of software owned by third parties, including software already known without such utterance being restrictive, and therefore undertakes not replicate or distribute such software or to use the same for purposes other than their own business.
- 6.3. The customer may not sell, license, assign or in any other way transfer or copy all or part of the software or services as well not be able to do this for your affiliates or subsidiaries or any third party unless he has granted authorization to respect in this agreement.
- 6.4. The customer may not alter, decrypt, decompile, disassemble or reverse processes play with any aspect of the Software unless you The person was legally permitted. You can also copy, resell, assign, transfer or some other way provide any third party access to the Services or Software or you can use them for the benefit of content belonging to third parties, unless otherwise agreed.

## **7. Prohibitions**

Information and content services (including but not limited to, messages, information, data, text, music, sound, photos, graphics, videos, maps, icons, software, code or other material) and the infrastructure used to provide such content and information, is owned by SOSAFE®. You agree not to modify, copy, distribute, transmit, display, reproduce, publish, license, transfer, sell or re-sell any information, software, products or services obtained from or through the Services offered by SOSAFE® or text messages sent by SOSAFE®.

You also agree:

- 7.1. Do not use the Services or its content for any commercial purpose.
- 7.2. No access, monitor or copy any content or information services using a "robot", "spider", "scraper" or other automated means or manual process for any purpose without our express written permission;
- 7.3. Not violate the restrictions of any heading excluding robots on the Services or prevent any other measure used to prevent or limit access to the Services;
- 7.4. Not take any action that imposes, or may impose, under our discretionary opinion, an unreasonable or disproportionately large load on our infrastructure;
- 7.5. Not make direct link to any part of any of the Services for any reason without our express written consent;
- 7.6. Not perform "frame", "mirror" or otherwise incorporate some or all of the Site in any other site without our prior express consent; or
- 7.7. Do not attempt to modify, translate, adapt, edit, disassemble, decompile or reverse engineer any software programs used by SOSAFE® in connection with the Services or the services provided.

## **8. Third party websites and resources**

Services and application may contain links to third party web sites or resources. We provide these links only as a convenience and SOSAFE® is not responsible for the content, products or services on or available from such sites or resources or links on those sites. You acknowledge sole responsibility for and assume all risk arising from your use of any third party website or resource.

## **9. Termination**

We may terminate your access and use of the Services, at our sole discretion, at any time and without notice to you. You may stop using the Services at any time by uninstalling the application or abandonment of the use of the Site, as applicable. In the event of termination, suspension or termination of services, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability and the provisions of dispute.

## 10. General Conditions

You may not assign or transfer these Terms, by operation of law or otherwise, without the prior written permission of SOSAFE®. Any attempt by you to assign or transfer these Terms, without such consent shall be null and void. SOSAFE® may assign or transfer these Terms freely without restriction. Notwithstanding the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

All notices or other communications provided by SOSAFE® under these Terms, including those related to changes of these conditions, will be given: (i) by SOSAFE® via email, or (ii) by posting on the site [www.sosafe.cl](http://www.sosafe.cl). For notifications made by mail, the date of receipt shall be deemed the date on which the notification is transmitted.

The inability to SOSAFE® to enforce any right or provision of these Terms shall not be deemed a waiver of those rights. The waiver of such right or provision shall be effective only if in writing and signed by a duly authorized representative SOSAFE® Rights.

## 11. Applicable Law

This agreement is governed by the substantive law of Chile and the courts in Santiago de Chile, to resolve any dispute relating to this Terms and Conditions, Privacy Policy and SOSAFE® services.

## 12. Privacy Policy

- 12.1. Security of personal data is a priority for SOSAFE®, in compliance with the provisions of Article 19 No. 4 of the Constitution of the Republic of Chile and Law No. 19,628 on Data Protection Personales. Conforms to this, to use the services and access certain content, users must provide advance certain personal data, will only be used for the purpose they were collected, ie for the services provided by SOSAFE® or by third party users of the system and / or third party service providers and content.
- 12.2. SOSAFE® uses various technological methods to collect and store user information for the sole purpose of providing the service and make improvements to services and / or products offered by SOSAFE®.
- 12.3. At the register, and / or send a query or request, the user shall inform SOSAFE® your personal data. In doing so, it is understood that providing explicit consent the processing of data both in Chile and in other countries that SOSAFE® determine. La information requested by the user, corresponds to personal data, but not limited to, your name, address electronic mail (e-mail), reference and comment contact. SOSAFE® not request personal data sensible. No character all requested information at the time to participate in the mandatory site is provided, except that we deem appropriate and thus let him know.
- 12.4. SOSAFE® not share or disclose information except when authorized by you or in the following cases:

- 12.4.1. When it required by a competent authority and after fulfilling the corresponding legal proceedings
  - 12.4.2. When the opinion of this site is necessary to enforce the Terms of Use and other terms of these services.
- 12.5. SOSAFE® agree not to give personal information provided by users to third parties. In case of merger and / or purchase of SOSAFE®, you will be informed and asked to each user's express consent to transfer their data to the company acquirer.
- 12.6. You. Will always have control over their personal data and may at any time exercise their rights of access, updating, rectification, cancellation and / or deletion convenient understands.
- 12.7. By accepting this Privacy Policy, the user authorizes SoSafe to:
  - 12.7.1. Or use the mail (s) address (s) indicated by the user for the purpose of sending notifications to this and / or terceros.12.7.1. Or use the mail (s) address (s) indicated by the user for the purpose of sending notifications to this and / or third parties.
  - 12.7.2. Indicate your name in notifications sent.
  - 12.7.3. Send emails to users and their contacts, related information with SoSafe service and related companies.
  - 12.7.4. Receive personal information from the originating user from other sources, such as, but not limited to Internet sites linked to this page, and companies that have concluded cooperation agreements with SOSAFE®, information may be collected, treated and associated information staff provided by the user to this page.
  - 12.7.5. Sharing user information and contacts with third party service providers and content necessary to the execution and delivery of SOSAFE® services and to allow smooth communication with users and customers, including sending emails, data analysis , marketing assistance and customer service.
  - 12.7.6. Use information collected from their users to generate statistical reports and use of the Services, which may be shared or sold to third parties, always respecting the anonymity of each user.
  - 12.7.7. Disclose personal information about you when necessary to meet legal or tax injunction SOSAFE®, including the protection and defense of their rights, or third parties.
- 12.8. SOSAFE® providers may not use the personal data of the user and their contacts, but only with respect to the provision of services delivered to SOSAFE®.
- 12.9. Content and data
  - 12.9.1. For purposes of these conditions: (i) "Content" means text, graphics, images, music, audio, video, works of authorship of all kinds, and information or other materials published, generated, provided or available through the services, and (ii) "User content" means any content that users provide for the provision of services SOSAFE®.
  - 12.9.2. SOSAFE® does not claim any ownership rights over any Content that you make available through the SOSAFE® Services.



- 12.9.3. SOSAFE® exclusively owns all rights, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademarks and other laws of Chile and other countries. You agree to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights incorporated or accompanying the Services or Content.
  - 12.9.4. The customer is solely responsible for all content, therefore the manifest client and ensures that owns all of your User Content or have all rights necessary to grant the license rights to your User Content under these Terms . You can remove your User Content through the Services. We are not responsible for the deletion or suppression of (or failure to remove or delete) any of your user content.
- 12.10. Use and disclosure of information in general, personal information provided by the user, will be used to provide a better product and / or service that can be provided either by SOSAFE®, and by third parties or companies with which it has concluded a SOSAFE® type of cooperation agreement.
- 12.11. Information Protection SOSAFE® is committed to protecting the security and user information in accordance with existing resources SOSAFE® is constantly reviewing their systems and data to ensure the best possible service to our customers. To any attack on our systems, or data incorporated in these, will act diligently proceeding with the complaint to the competent authority, cooperating with the investigation, under the terms corresponding to the magnitude of the event and available resources, in order to pursue or initiate appropriate civil and criminal actions, respecting the confidentiality due to application users.
- 12.12. Cookies allow a website to transfer the information to the site recognize you each time you enter it. . If you do not want SOSAFE® respect you use cookies., Please turn off your computer using cookies. Otherwise, it is understood that authorizes SOSAFE® for use of this technology regarding their computer equipment and data.