TECHNOLOGY PROVIDER AMENDMENT TO SUPPLEMENTAL TERMS FOR EXTENDED PLATFORM PRODUCTS

The entity listed below ("you") has accepted our Supplemental Terms for Extended Platform Products (the "Existing Supplemental Terms"), which, along with the Online Terms, govern your access to and use of the Extended Platform Products. Terms used but not defined herein have the meaning given in the Existing Supplemental Terms and/or Online Terms. Per Section 1 (Scope) of the Existing Supplemental Terms, Extended Platform Products means (if you are a Tech Provider) all aspects of Platform listed under the "Tech Provider List" in our Covered API Docs.

As you additionally wish to access and use (or to continue to access and use) the Extended Platform Products as a Tech Provider (as defined in the Existing Supplemental Terms), as consideration therefor, you hereby agree that the following apply to such access and use: (i) the Online Terms and (ii) the Existing Supplemental Terms as amended by this Technology Provider Amendment to Supplemental Terms for Extended Platform Products (this "Tech Provider Amendment", together with the Existing Supplemental Terms, the "Supplemental Terms").

- 1. **User Data.** Section 3.g. (Tech Providers) of the Existing Supplemental Terms is hereby replaced in its entirety with the following:
 - g. <u>Tech Providers</u>. The following applies to your access to and use of any Extended Platform Products as a Tech Provider (e.g., your use of the Pages APIs to enable your Direct Users to use Facebook Pages via your App). "**D/U User Data**" means all User Data you access(ed) as a Tech Provider (e.g., user data from your Direct User's Facebook Page). For clarity, the other provisions of the Supplemental Terms and the Online Terms continue to apply to all User Data, including D/U User Data.
 - a. Our Direct User Relationship. You acknowledge that we may require that a Direct User agree to our Online Terms and, as applicable, Supplemental Terms before accessing or using Extended Platform Product and/or User Data via your App. You will maintain an up-to-date list of each of your Direct Users and will provide us such information upon our request via the delivery mechanism requested. We may limit, suspend or terminate any Direct User's access to or use of Extended Platform Product and/or User Data via your App until they have agreed to our Online Terms and, as applicable, the Supplemental Terms. You will promptly terminate a Direct User's access to and use of Extended Platform Product and/or User Data via your App if they no longer have an active account with us or upon written notice from us, for any reason or no reason.
 - b. Your Direct User Relationship. You are accessing and using D/U User Data hereunder solely as a service provider to the applicable Direct User. Accordingly, you may only use D/U User Data in accordance with such Direct User's instructions and your user terms (or other agreement) with such Direct User, and in all cases (including in the case of a conflict or inconsistency) in accordance with our Online Terms and the Supplemental Terms. You are responsible for obtaining rights to use D/U User Data from the applicable Direct User (including for us to enable you to access and use the D/U User Data hereunder); we do not provide you such rights.
 - c. <u>Direct User's Purposes</u>. Notwithstanding anything to the contrary, you may only use D/U User Data (on the applicable Direct User's behalf) for the sole purpose of enabling such Direct User to manage such Direct User's presence on <u>Facebook Products</u> (e.g., to admin such Direct User's Page, Group, Event, or Instagram account, or to create a Messenger bot for such Direct User) in accordance with the Online Terms and these Supplemental Terms via your App (the "**Direct User's Purpose**") and for no other purpose (including for your own purposes or any other Direct User's or other third party's purposes). Without limiting the foregoing, you will not, and will not permit or help anyone to, violate the following:
 - i. <u>No Enhancement of Your Products or Services</u>. You will not use any D/U User Data for your own purposes, including to inform, build, or enhance any of your products or services (e.g., you will not use user data from a Direct User's Facebook Page to

- benefit your own products or services).
- ii. No Use Across Direct Users. You will not use D/U User Data from one Direct User for another Direct User's purposes, or otherwise use D/U User Data across more than one Direct User (e.g., you will not use user data from Direct User-A's Facebook Page to benefit Direct User-B's Facebook Page).
- iii. No Enhancement of Profile or Linking of PII. You will not use any D/U User Data to inform, build, enhance, confirm, or augment individual user profiles or identities (including profiles associated with any mobile device identifier or any other unique identifier that identifies any particular user, browser, computer or device) (other than solely to the extent necessary for the Direct User's Purpose). You will not link or merge any additional personally identifiable information to or with any D/U User Data (other than solely to the extent necessary for the Direct User's Purpose).
- iv. <u>No Deduplication or Cross-Device Association</u>. You will not use any D/U User Data to: (a) de-duplicate individual users or households across cookies, browsers, devices, or otherwise, or (b) associate or connect any browser, device, or user with one or more other browsers, devices, or users (in each case other than solely to the extent necessary for the Direct User's Purpose).
- v. <u>No Segmentation</u>. You will not use any D/U User Data to associate users into segments, audiences, or clusters (other than solely to the extent necessary for the Direct User's Purpose).
- vi. No Retargeting, Targeting, or Optimization. You will not use any D/U User Data to retarget advertising or promotions to any individual (other than in the Direct User's app or in Facebook Products solely to the extent necessary for the Direct User's Purpose), or to optimize, select, retarget, or target ads or promotions (whether within or outside of such Direct User's app) using a third-party ad network, data broker or other advertising or monetization-related service.
- vii. <u>No Circumvention</u>. You will not decode, circumvent, reverse engineer, or otherwise transform back into the original data any hashed, encrypted, masked, or otherwise protected D/U User Data.
- viii. <u>No Identity Platform Benchmarking</u>. You will not use D/U User Data to compare or benchmark the identity platform of any <u>Facebook Products</u> against any other identity platform.
- ix. No Data Management Platforms. You will not disclose, transfer, resell, or make available D/U User Data to any data management platform, customer management platform, audience management platform, or similar technology (collectively, "DMP"). You will not use any DMP to assist or participate in collecting, storing, holding, analyzing, processing, or otherwise using the D/U User Data.
- x. <u>Approved App.</u> You will not use D/U User Data in connection with any products or services other than in the App that we have granted approval to per our developer processes (e.g., during App Review).
- d. <u>Separation.</u> You will ensure that all D/U User Data is maintained separately on a Direct User-by-Direct User basis (e.g., you will separate Direct User-A data from Direct User-B data) and from all other data.
- e. Restrictions on Transfer. You will not disclose, transfer, or otherwise make available the D/U User Data to anyone (including your affiliates), other than to: (i) the applicable Direct User or (ii) your employees and your Service Providers (excluding any ad network, data broker, other advertising or monetization-related service and DMPs, and subject to the requirements in Section 3.f (Service Providers)) who have a need to know the D/U User Data for the Direct User's Purposes (for clarity, you are not permitted to share D/U User Data with a Direct User's service providers).
- f. <u>Deletion</u>. Without limiting your obligations under Section 4.d. (Effect), you will immediately delete D/U User Data: (i) per our Online Terms or our Supplemental Terms (e.g., when such terms require that you or the Direct User delete data), (ii) upon the written request of us or

the applicable Direct User, (iii) when such Direct User is no longer using you as a Tech Provider, (iv) when such Direct User no longer has an account with us (even if you do) (per our Online Terms and Supplemental Terms), and/or (v) upon expiration or termination of these Supplemental Terms. Upon our written request, your authorized officer shall certify in writing to us that you are in compliance with the above deletion obligation.

2. General. You will not, directly or indirectly, disclose the existence or content of this Tech Provider Amendment without our prior written consent in each instance. Except as otherwise expressly amended by this Tech Provider Amendment, the Existing Supplemental Terms remain in full force and effect. In the event of any conflict or inconsistency between this Tech Provider Amendment and the Existing Supplemental Terms, this Tech Provider Amendment shall govern solely with respect to the access to or use of the Extended Platform Products as a Tech Provider and solely to the extent of the conflict or inconsistency. The Tech Provider Amendment may be executed in any number of counterparts, all of which taken together shall constitute a single instrument. Execution and delivery of this Tech Provider Amendment may be evidence by facsimile or electronic mail transmission. If this Tech Provider Amendment is not signed by you and returned to us within 30 calendar days of when we sent it, this Tech Provider Amendment will become null and void.

ACKNOWLEDGED AND AGREED:

Facebook, Inc.

Konstantinos Panamiltiadis

Signature:

Name: Konstantinos Papamiltiadis

Title: Director, Platform Partnerships

Address: 1 Hacker Way, Menlo Park, CA, 94025

Entity: Fenix Alliance S.A.S

Signature: Dan

Name: Daniel Lozano Navas

Title: Chief Executive Officer

Date: May 28, 2019

Address: Diagonal 67a # 1a-10, Tunja, Boyacá, 150003, CO

Facebook Ireland Limited

Virainia Yana

Signature:

Name: Virginia Yang

Title: Director Developer Platform and Partnerships APAC

Address: 4 Grand Canal Square Dublin, Ireland Dublin 2

If you are signing on behalf of a corporation or other legal entity, you represent and warrant that you are an authorized representative of such corporation or entity with the full right, power, and authority to enter into this—Tech Provider Amendment on behalf of such corporation or entity and to bind such corporation or entity to this Tech Provider Amendment.