



## **Data Protection and Management Policy**

This Data Protection and Management Policy describes the INHABIT's policies regarding the collection, use, and handling of information we collect when you use our website (inhabit.one), hereinafter the "Service." By accessing or using the Service, you consent to the collection, use, and disclosure of your information in accordance with this Privacy Policy. If you do not consent, please do not access or use the Service.

We may modify this Privacy Policy at any time without prior notice and will post the revised Privacy Policy on the Service. The revised Privacy Policy will become effective 180 days after its posting on the Service, and your continued access or use of the Service after that date will constitute your acceptance of the revised Privacy Policy. Therefore, we encourage you to review this page periodically at the following link:

## How do we use your information?

We will use the information we collect about you for the following purposes:

Awareness, NFT distribution, socialization, building support networks, reporting to members, governance, and reporting to institutions as required by law.

## Support

If we wish to use your information for any other purpose, we will seek your consent and use your information only after receiving it, and then only for the purposes for which we provide consent, unless required to do otherwise by law.

## How do we share your information?

We will not transfer your personal information to third parties without seeking your consent, except in limited circumstances as described below:

**Analytics** 

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We require such third parties to use the personal information we transfer to them only for the purpose for which it was transferred and to retain it no longer than necessary to fulfill that purpose.

We may also disclose your personal information for the following purposes: (1) to comply with applicable laws, regulations, court orders, or other legal processes; (2) to enforce your agreements with us, including this Privacy Policy; or (3) to respond to claims that your use of the Service violates the rights of third parties. If the Service or our company is merged or acquired by another company, your information will be one of the assets transferred to the new owner.

## **Your Rights**

Under applicable law, you may have the right to access, rectify, or delete your personal information, receive a copy of it, restrict or object to the active processing of your information, request that we share (transfer) your information with another entity, withdraw the consent you have given us to process your information, lodge a complaint with a legal authority, and other rights that may be relevant under applicable law. To exercise these rights, you may write to us at info@inhabit.one. We will respond to your request in accordance with applicable law. Please note that if you do not allow us to collect or process the requested personal information or withdraw your consent to process it for the requested purposes, you may not be able to access or use the services for which your information was requested.

#### **Cookies**

For more information about how we use cookies and your choices regarding these tracking technologies, please see our Cookie Policy (link).

# Security

The security of your information is important to us, and we will implement reasonable security measures to prevent the loss, misuse, or unauthorized alteration of the information under our control. However, given the

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inherent risks, we cannot guarantee absolute security and, therefore, cannot guarantee the security of the information you transmit to us; you do so at your own risk.

# **Complaints Officer / Data Protection Officer**

If you have any questions or concerns about the processing of your information, you can contact our Data Protection Officer / Complaints Officer (Luca Sebastián Urbano) by emailing fundacion@inhabit.one. We will address your concerns in accordance with applicable law.

Creation date: March 20, 2025





#### PERSONAL DATA PROTECTION POLICY

#### 1. PURPOSE

This manual complies with the provisions of Section k) of Article 17 of Law 1581 of 2012, which regulates the duties of those responsible for the processing of personal data. This includes adopting an internal manual of policies and procedures to ensure proper compliance with the law and, in particular, for addressing inquiries and complaints. It also regulates the procedures for the collection, management, and processing of personal data carried out by INHABIT CO S.A.S. (NIT 901686023-1), in order to guarantee and protect the fundamental right to habeas data within the framework established by the same law.

INHABIT CO S.A.S. is committed to protecting the veracity, confidentiality, transparency, integrity, and security of the personal information that data subjects entrust to us. Through communications via email, the website, and social media, the Company informs users, guardians, members, suppliers, and other data subjects that INHABIT CO S.A.S. does not share personal information with third parties, except for the proper performance of contracts and legal transactions entered into with them in the exercise of our corporate purpose, as well as for the purposes authorized and for cases permitted by law. Likewise, the Company discloses and makes known to its members, guardians, and suppliers its Personal Data Protection policies at the time the relationship is established.

#### 2. SCOPE

The Manual of Policies and Procedures for the Protection of Personal Data is based on the provisions established in Law 1581 of 2012 and Decree 1377 of June 27, 2013, which partially regulates said law.

The manual applies to all levels of the organization; Thus, it constitutes a formal and responsible commitment to facilitate the implementation and compliance with Law 1581 of 2012, regarding the regulation of aspects related to the authorization of the data subject for the processing of their personal data, the processing policies of those responsible for the





processing of their personal data, the exercise of the rights of data subjects, and the transfer of personal data.

#### 3. INFORMATION OF THE DATA CONTROLLER

Company Name: INHABIT CO S.A.S.

Address: AV. 4 A Oeste # 1 Oeste - 93, Cali, Valle del Cauca, Colombia

Email: luca@inhabit.one Telephone: +57 315 7255514

### 4. TO WHOM IS THE DATA PROCESSING POLICY ADDRESSED?

This Personal Data Processing Policy is addressed to all those who have any relationship with the Company: Members, guardians, allied organizations, suppliers.

#### 5. PURPOSE OF PROCESSING

MEMBERS: INHABIT CO S.A.S., in the development of its corporate purpose, acts as the Controller and/or Processor of personal data contained in its member databases. The purpose of this data processing is to use this information to achieve the corporate purpose of developing processes for the regeneration and conservation of biocultural diversity through the creation of biological corridors and the implementation of ecological and cultural restoration projects by INHABIT CO S.A.S.. This data processing also includes sending you information that may be of interest to you, preparing reports to credit bureaus derived from the contracts entered into, controlling and preventing fraud, money laundering, and terrorist financing, and preparing the corresponding reports to the DIAN (National Institute of Statistics and Census).

GUARDIANS: INHABIT CO S.A.S. stores a database to consult, transfer, circulate, and process the guardians' personal information for the purposes of executing and developing its corporate purpose, as well as developing processes to raise awareness of biocultural restoration processes.

PARTNER ORGANIZATIONS: INHABIT CO S.A.S., in the development of its corporate purpose, acts as the Controller and/or Processor of personal data contained in its databases on non-profit organizations with which it

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establishes alliances, agreements, and coordination, mutual work, co-ownership, and other forms of reciprocal support for the development of biocultural beacon strategies.

SUPPLIERS OR CONTRACTORS: To effectively fulfill its obligations arising from the purchase of goods or contracting of services within the framework of the development of its corporate purpose, INHABIT CO S.A.S. collects and processes supplier information. The database is stored to execute contracts and/or keep it updated. Information related to the tax status of suppliers, in order to identify applicable withholdings and deductions that must be reported to the DIAN and the DISTRICT TREASURY SECRETARY.

#### 6. DEFINITIONS

For the purposes of applying the conditions contained in this Manual and in accordance with Article 3 of Law 1581 of 2012, the following are understood as:

- 6.1. Authorization: Prior, express, and informed consent of the data subject to carry out the Processing of personal data, which must be obtained by any means that can be subsequently consulted.
- 6.2. Database: Organized set of personal data that is the subject of Processing.
- 6.3. Personal Data: Any information linked to or that can be associated with one or more specific or identifiable natural persons.
- 6.4. Data Processor: A natural or legal person, public or private, who, alone or in association with others, processes personal data on behalf of the data controller.
- 6.5. Data Controller: A natural or legal person, public or private, who, alone or in association with others, decides on the database and/or the processing of data.





- 6.6. Data Subject: A natural person whose personal data is subject to processing.
- 6.7. Processing: Any operation or set of operations on personal data, such as collection, storage, use, circulation, or deletion.
- 6.8. Sensitive Data: Data that affects the data subject's privacy or whose misuse may lead to discrimination, such as data that reveals racial or ethnic origin, political orientation, religious or philosophical beliefs, membership in unions, social organizations, or human rights organizations, or that promotes the interests of any political party or that guarantees the rights and guarantees of opposition political parties, as well as data related to health, sexual life, and biometric data.
- 6.9. Public Data: Data that is not semi-private, private, or sensitive. Public data includes, among others, data related to marital status, profession or occupation, and status as a businessman or public servant. 6.10 Privacy Notice: Verbal or written communication issued by the Data Controller, addressed to the data subject for the Processing of their personal data, informing them of the existence of the applicable data processing policies, how to access them, and the intended purposes of the processing of their personal data.

The privacy notice must contain, at a minimum, the following information:

The identity, address, and contact information of the Data Controller.

The type of processing to which the data will be subjected and its purpose.

The general mechanisms established by the data controller so that the data subject is aware of the data processing policy and any substantial changes that may occur. In all cases, the data subject must be informed how to access or consult the data processing policy.

7. PRINCIPLES

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The principles detailed below constitute the general parameters that will be accepted by INHABIT CO S.A.S. for the collection, use, and processing of personal data:

- 7.1. Principle of Purpose: Processing must comply with a legitimate purpose in accordance with the Constitution and the law, of which the data subject must be informed.
- 7.2. Principle of Freedom: Processing may only be carried out with the prior, express, and informed consent of the data subject. Personal data may not be obtained or disclosed without prior authorization or in the absence of a legal or judicial order that demonstrates consent.
- 7.3. Principle of Truthfulness or Quality: The information subject to processing must be truthful, complete, accurate, up-to-date, verifiable, and understandable. The processing of partial, incomplete, fragmented, or misleading data is prohibited.
- 7.4. Principle of Transparency: Data Subjects' right to obtain information from INHABIT CO S.A.S., at any time and without restrictions, about the existence of data concerning them will be guaranteed during processing.
- 7.5. Principle of Restricted Access and Circulation: Personal data, except for public information, may not be made available on the Internet or other means of dissemination or mass communication, unless access is technically controllable to provide restricted knowledge only to data subjects or authorized third parties.
- 7.6. Principle of Security: Information subject to processing by INHABIT CO S.A.S. will be protected through the use of technical, human, and administrative measures necessary to ensure the security of records, preventing tampering, loss, unauthorized or fraudulent access, consultation, use, or access.
- 7.7. Principle of Confidentiality: All persons involved in the processing of personal data are obliged to guarantee the confidentiality of the





information, even after their relationship with any of the tasks involved in the processing has ended.

#### 8. AUTHORIZATION

The collection, storage, use, circulation, or deletion of personal data by INHABIT CO S.A.S., as indicated in the membership process, will require the free, prior, express, and informed consent of the data subject. For this purpose, INHABIT CO S.A.S. has provided the necessary channels and means to obtain the data subject's authorization, ensuring in all cases that verification of the granting of said authorization is possible.

8.1 Mechanisms for granting authorization: The authorization may consist of a physical or electronic document, or any other format that allows for subsequent review. The authorization will be issued by INHABIT CO S.A.S. and will be made available to the data subject prior to processing their personal data, in accordance with Law 1581 of 2012.

Annex 1 of this document establishes the notification template defined by INHABIT CO S.A.S. for obtaining authorization from data subjects for the collection, use, and processing of their personal data. This template includes the privacy notice (Annex 2), which informs data subjects of the information processing policies applicable to them and how to access or consult the policy established by INHABIT CO S.A.S. on this matter.

8.2 Proof of authorization: INHABIT CO S.A.S. will retain all relevant information in the member, guardian, partner organization, and supplier registry, including information on how it obtained authorization from data subjects for the processing of their data. It will also retain the template for the privacy notice that is transmitted to data subjects for as long as the personal data processing is carried out and the obligations arising from it continue. 8.3 Revocation of Authorization: Data subjects may at any time request the data controller or processor to delete their personal data and/or revoke the authorization granted for its processing by filing a





complaint, in accordance with Law 1581 of 2012, provided that a legal or contractual provision does not prevent it.

Requests to revoke authorization will be addressed within the same timeframes established for addressing complaints.

#### 9. RIGHTS AND DUTIES

- 9.1 Rights of Data Subjects: In accordance with the provisions of Article 8 of Law 1581 of 2012, the rights of personal data subjects are defined below:
- a. To know, update, and rectify their personal data with INHABIT CO S.A.S.. You may exercise this right, among others, against data that is partial, inaccurate, incomplete, fragmented, or misleading, or whose processing is expressly prohibited or has not been authorized.
- b. Request proof of the authorization granted to INHABIT CO S.A.S..
- c. Be informed by INHABIT CO S.A.S., upon request, regarding the use it has given to your personal data.
- d. File complaints with the Superintendency of Industry and Commerce for violations of the provisions of Law 1581 of 2012, once you have exhausted the consultation or claim process with INHABIT CO S.A.S..
- e. Revoke authorization and/or request the deletion of the data when the processing respects constitutional and legal principles, rights, and guarantees.
- f. Access your personal data that has been processed free of charge.
- 9.2 Legal standing for the exercise of the data subject's rights: The data subject's rights established by law may be exercised by the following persons:
- a. By the data subject, who must sufficiently prove their identity through the various means made available to them by INHABIT CO S.A.S..
- b. By their successors in title, who must prove such status.

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- c. By the data subject's representative and/or attorney, upon prior accreditation of representation or power of attorney.
- d. By stipulation in favor of or for another party.
- e. The rights of children or adolescents shall be exercised by the persons authorized to represent them.
- 9.3 Duties of INHABIT CO S.A.S. Regarding the Processing of Personal Data: They shall bear in mind, at all times, that personal data are the property of the persons to whom they refer and that only they may make decisions regarding them. In this regard, it will use them only for those purposes for which it is duly authorized, and in all cases respecting Law 1581 of 2012 on the protection of personal data.

In accordance with the provisions of Article 17 of Law 1581 of 2012, INHABIT CO S.A.S. undertakes to comply with the following duties:

- a. To guarantee the data subject, at all times, the full and effective exercise of the right to habeas data.
- b. To request and retain, under the conditions established by Law 1581 of 2012, a copy of the respective authorization granted by the data subject.
- c. To duly inform the data subject of the purpose of the collection and the rights they have by virtue of the authorization granted.
- d. To retain the information under the necessary security conditions to prevent its alteration, loss, consultation, use, or unauthorized or fraudulent access.
- e. Ensure that the information provided to the Data Processor is truthful, complete, accurate, up-to-date, verifiable, and understandable.
- f. Promptly update, rectify, or delete personal data, as well as process inquiries and complaints submitted by data subjects, in accordance with the terms set forth in Articles 14 and 15 of Law 1581 of 2012.





- g. Adopt an internal manual of policies and procedures to ensure proper compliance with the provisions of the law, especially those related to the handling of inquiries and complaints.
- h. Provide the data processor, as applicable, only with data whose processing has been previously authorized.
- i. Require the data processor to respect the security and privacy conditions of the data subject's information at all times.
- j. Inform the Superintendency of Industry and Commerce when security code violations occur and risks arise in the management of data subjects' information.
- k. Comply with the instructions issued by the Superintendency of Industry and Commerce.
- 9.4 Right of Access: INHABIT CO S.A.S. will establish and permanently maintain simple and agile mechanisms that allow data subjects to access and find out whether their data is being processed, as well as the scope, conditions, and generalities of said processing.
- 9.4.1 Inquiry: Data subjects may consult their personal data free of charge, once a month and whenever there are substantial changes to the Information Processing Policies that motivate new inquiries.

To address inquiries regarding personal data, INHABIT CO S.A.S. guarantees the availability of electronic or other means it deems relevant and the use of customer service through the staff assigned for this purpose.

In any case, regardless of the mechanism implemented to address consultation requests, INHABIT CO S.A.S. will address them within a maximum of 10 business days from the date of receipt. If it is not possible to address them within the stipulated period, the interested party will be informed before the 10-day deadline expires, specifying the reasons for the delay and indicating the date on which the request will be addressed. This

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date will in no case be more than 5 business days after the expiration of the first deadline. 9.5 Right to Update, Rectification, and Deletion:

9.5.1 Claims: In accordance with the provisions of Article 15 of Law 1581 of 2012, the Data Subject who considers that the information contained in a database should be subject to "Correction, Update, or Deletion," or in the event that an alleged breach of any of the obligations contained in Law 1581 of 2012 is observed, may file a claim with the data controller, which will be processed based on the following parameters:

a. The claim must include at least the following information: Full name and identification of the data subject, description of the facts giving rise to the claim, address, contact telephone number, as well as any documents deemed necessary to support the claim, as detailed in Annex No. 2 of this "Privacy Notice" document; If the claim received does not contain the complete information necessary to process it, INHABIT CO S.A.S. will request the interested party to correct the missing information within 5 business days of receipt. If, after 2 months from the date of the request, the applicant does not complete the missing information, the claim will be deemed withdrawn.

b. Once the complete claim is received, the claim will be entered into the INHABIT Company database with the text "Claim in Process." Once the claim is processed and the interested party has received a response, the legend will be updated to "Claim Processed."

c. Claims will be addressed within a maximum of 15 business days from the day following the date of receipt. If it is not possible to address them within the stipulated period, the interested party will be informed before the expiration of the aforementioned period, specifying the reasons for the delay and indicating the date on which the claim will be addressed, which in no case will be more than 8 business days following the expiration of the first term.

9.6 Implementation of the procedure to guarantee the right to file complaints:

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The data subject may, at any time and free of charge, request from INHABIT CO S.A.S. the rectification, update, or deletion of their personal data, upon proof of identity.

This right, as well as the request for information, may only be exercised by:

a. The data subject, upon proof of their information, their successors in title, or their legal representatives upon proof of representation. In this case, if the requirement for proof of representation is not met, the request submitted will be deemed not submitted.

b. Public or administrative entities in the exercise of their legal functions or by court order.

c. Third parties authorized by the data subject or by law.

The request to rectify, update, or delete data must contain at least the following information:

Full name of the data subject

Contact information such as address or any other means to receive a response.

Contact telephone number (landline or cell phone)

Documents proving the identity of the data subject and their representative, where applicable.

A clear and precise description of the personal data over which the data subject intends to exercise any of their rights.

If necessary, other documents or supporting documents may facilitate the processing of the request.

In requests to rectify or update personal data, the data subject must indicate the corrections to be made and provide documentation supporting their request.

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It is important to keep in mind that deletion implies the total or partial elimination of personal information, as requested by the data subject. However, the data controller may deny the request in the following cases:

- a. The data subject has a legal obligation to maintain the information in the database.
- b. The deletion of the data would hinder judicial or administrative proceedings related to tax obligations.
- c. The data is necessary to comply with a legal obligation acquired by the data subject.

In cases where the deletion of personal data is appropriate, F.D.U. will operationally delete the information, ensuring that it cannot be recovered.

INHABIT CO S.A.S. is fully free to implement mechanisms that facilitate the exercise of this right, always seeking to benefit the data subject. To this end, it may use electronic or other means it deems appropriate, of which interested parties will be informed in a timely manner.

To process requests received, INHABIT CO S.A.S. may use the same channels of support and communication with members, guardians, allied organizations, and suppliers that it operates, ensuring compliance with the response times defined in this document, which correspond to those indicated in Article 15 of Law 1581 of 2012.

#### 10. INFORMATION SECURITY

In accordance with the security principle established in Law 1581 of 2012, INHABIT CO S.A.S. will adopt the necessary technical, human, and administrative measures to ensure the security of records, preventing their alteration, loss, unauthorized or fraudulent access, or consultation.

In accordance with the foregoing, the INHABIT CO S.A.S. will maintain mandatory security protocols for personnel with access to personal data and information systems.

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The provisions regarding the use of personal cell phones or other personal electronic devices during work hours, and the use of data collection devices on computers, will be regulated by management in order to comply with the Habeas Data Law, guarantee the confidentiality of personal data of associates, collaborators, clients, suppliers, and third parties in general, and prevent the leakage of data that, by law, must be confidential.

### 11. FINAL PROVISIONS

The Presidency is designated as responsible for the adoption and implementation of the obligations set forth in Law 1581 of 2012.

## 12. VALIDITY

This document shall enter into force from the date of publication and dissemination.





#### **COOKIE POLICY**

Access to this Website may involve the use of cookies. Cookies are small amounts of information stored in the browser used by each User—on the various devices they may use to browse—so that the server remembers certain information that will later be read only by the server that implemented it. Cookies facilitate navigation, make it more user-friendly, and do not harm the browsing device.

Cookies are automatic procedures for collecting information related to the preferences determined by the User during their visit to the Website in order to recognize them as a User, and personalize their experience and use of the Website. They may also, for example, help identify and resolve errors.

The information collected through cookies may include the date and time of visits to the Website, the pages viewed, the time spent on the Website, and the sites visited just before and just after the visit. However, no cookie allows the same cookie to contact the User's telephone number or any other means of personal contact. No cookie can extract information from the User's hard drive or steal personal information. The only way for the User's private information to become part of the Cookie file is if the User personally provides that information to the server.

Cookies that allow a person to be identified are considered personal data. Therefore, the Privacy Policy described above will apply to them. In this regard, the User's consent will be required for their use. This consent will be communicated, based on an authentic choice, offered through an affirmative and positive decision, prior to initial processing, removable, and documented.

Disabling, rejecting, and deleting cookies

The User can disable, reject, and delete cookies—in whole or in part—installed on their device through their browser settings (including, for example, Chrome, Firefox, Safari, and Explorer). In this regard, the

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procedures for rejecting and deleting cookies may differ from one internet browser to another. Consequently, the User should refer to the instructions provided by the internet browser they are using. If you reject the use of cookies—in whole or in part—you may still use the Website, although your use of some of its features may be limited.





#### ANNEX No. 1

NOTIFICATION TEMPLATE FOR OBTAINING AUTHORIZATION FROM THE HOLDER(S) FOR THE COLLECTION, USE, AND PROCESSING OF THEIR PERSONAL DATA.

DECLARATION AND AUTHORIZATION TO CONSULT, REPORT, AND SHARE INFORMATION

"I expressly and irrevocably authorize INHABIT CO S.A.S., whom I represent or to whom I assign my rights, or whom it hires for the exercise of these rights, its obligations, or its contractual position in any capacity, in relation to the products or services of which I am the primary or joint owner, or as its representative, to consult, request, supply, report, process, obtain, collect, compile, conform, exchange, modify, use, analyze, study, retain, receive, and send my personal data, which includes all information related to my credit, financial, commercial, and service behavior, as well as my demographic data or the personal data of the directors and/or shareholders of the entity I represent and to which the entity has access in the development of the purposes set forth in this authorization.

Pursuant to Law 1581 of 2012, I expressly state that I have been informed of the processing to which my data will be subjected and its purpose. Therefore, I agree that my data may be collected, stored, used, circulated, transmitted, or transferred to third parties for the following main purposes: compliance with legal obligations and the exercise of contractual rights or obligations of INHABIT CO S.A.S.; communication and sending of information about financing products and services; commercial, promotional, and marketing activities; research projects; academic promotion and dissemination activities; information about other products and services offered by third parties linked or related by agreements with our entity, associates, and strategic allies; these are detailed in detail in INHABIT CO S.A.S.'s "Privacy Notice." I also authorize INHABIT CO S.A.S. to request and report to the Financial Information Center - DATACREDITO - or any other entity that manages or administers databases for the same purposes, all information related to my commercial behavior, payment

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habits, credit and account management, balances of my credit obligations and default status, as well as all information that arises from any link I have with the entity.

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<sup>\*</sup> Note: This form must be signed for validity and attention. and submitted in the original form to INHABIT CO S.A.S., which, as the data controller, will process the claim within the terms established by law, starting on the day following the date of receipt.





# **INHABIT Terms of Use and Conditions**

These Terms of Use and Conditions ("Terms") govern your access to and use of the INHABIT website, platform, and associated services operated by INHABIT CO S.A.S. ("INHABIT," "we," "our," or "us"). By accessing <a href="https://www.inhabit.one">www.inhabit.one</a> or any related content, you agree to be bound by these Terms.

# 1. Acceptance of Terms

By using our website or services, you accept and agree to these Terms and our Privacy Policy. If you do not agree, please do not use the Service.

## 2. Use of the Website and Platform

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to:

- Engage in unauthorized use, access, or tampering with systems, data, or content
- Interfere with the functionality or security protocols of the platform
- Use the platform for any fraudulent, abusive, or harmful activities
- Impersonate any person or entity or misrepresent your affiliation
- Violate intellectual property rights or any applicable laws





## 3. Intellectual Property

All materials and content on the Service—including but not limited to text, graphics, branding, smart contracts, and multimedia—are the exclusive property of INHABIT CO S.A.S. or its licensors. You are granted a limited, non-exclusive, non-transferable license to access and use this content for personal, non-commercial purposes only.

## You may not:

- Reproduce, redistribute, publish, or exploit any content without prior written permission
- Use INHABIT's logos, names, or trademarks without express authorization
- Modify, reverse engineer, or create derivative works based on the Service

# 4. NFT and Digital Asset Disclaimer

By engaging with INHABIT NFTs or other blockchain-integrated elements of the platform, you acknowledge and accept that:

• INHABIT does not store or control private keys, wallets, or the underlying blockchain infrastructure

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- INHABIT is not liable for any losses due to failed NFT transactions, wallet breaches, or third-party exchanges
- NFT functionality may depend on smart contracts and blockchain operations beyond our control

# 5. Rights and Benefits of NFT Holders

All rights, benefits, and obligations related to holding an INHABIT NFT are governed by the **Membership Contract** agreed to at the time of acquisition. This contract outlines, among other provisions:

- The right to transfer or resell the NFT via compatible platforms and marketplaces
- A non-exclusive, non-commercial license to display, share, or use the associated artwork for personal purposes
- Access to specific utilities, events, content, programs, and stewardship-related benefits as defined by INHABIT

The scope of these rights is subject to the terms of the Membership Contract. NFT holders are encouraged to consult their Membership Contract for full details.

## 6. User-Generated Content

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If you submit or share content (e.g., testimonials, feedback, photos, ideas), you grant INHABIT a perpetual, royalty-free, global license to use, reproduce, modify, and display such content across any medium.

You warrant that:

- You have the rights and permissions to share such content
- The content does not infringe on any third party's rights

## 7. Termination of Access

We reserve the right to suspend or terminate your access to the Service at any time, without prior notice, if you violate these Terms, applicable laws, or for any other reason at our sole discretion.

# 8. Limitation of Liability

To the fullest extent permitted by law, INHABIT shall not be liable for any indirect, incidental, consequential, or punitive damages arising from:

- Your use or inability to use the Service
- Errors, bugs, or omissions on the platform
- Unauthorized access, hacking, or misuse of data

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## 9. Indemnification

You agree to indemnify, defend, and hold harmless INHABIT, its directors, officers, employees, affiliates, and partners from and against any claims, liabilities, damages, costs, or legal fees arising from your use of the Service or violation of these Terms.

## 10. Changes to Terms

We may update these Terms at any time without prior notice. Changes become effective once posted. Your continued use of the Service constitutes acceptance of the updated Terms.

# 11. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of Colombia. Any dispute or claim arising out of or related to these Terms shall be resolved exclusively in the courts of Cali, Valle del Cauca.

#### 12. Contact

#### **INHABIT CO S.A.S.**

Cali, Colombia

Email: hello@inhabit.one

Website: <a href="https://www.inhabit.one">www.inhabit.one</a>

**C** Phone: +57 315 7255514





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