

Website Terms and Conditions of Use

This document contains the general and specific terms and conditions governing access to the site www.somsight.com or any other site accessed through a link owned by ECHEZ (accessed through the Website). Using Website requires that the User is over 18 years of age, with legal capacity to contract without any impediment under the law. The User (hereinafter, User, Users, You as applicable) fully accepts the Terms and Conditions of Use of the ECHEZ Website (hereinafter Terms and Conditions) when using this Website. This Website is maintained by ECHEZ Inc (hereinafter, ECHEZ), with an address 1825 MAIN ST. WE WESTON, FL 33326, and its use is subject to the terms of this and the complementary and subsidiary conditions determined by the ECHEZ company and informed to Users through this Website, which includes the Data Protection and Privacy Policy, which is an integral part of these Terms and Conditions. Any visitor who gains access to the Website, occasionally or frequently, or uses any of the services provided through the Website, or registers to receive services through the Website, grants consent to these Terms and Conditions, in addition to the terms and conditions of the actual ECHEZ Services, to which the User will grant consent separately.

Conditions to Access the Website

The User acknowledges and accepts that these Terms and Conditions establish a bilateral contract for the access of the Website, formed using such Website by User, and based on the reciprocal communications and messages exchanged by the parties, through the communication tools provided through the Website. This contract's guiding principles, shall include good faith and the duty of mutual collaboration between the User and ECHEZ. Access is only available to natural persons who (i) are over eighteen (18) years of age, and (ii) have legal capacity to contract. Therefore, the Website may not be used by minors, or individuals temporarily or permanently banned by law to enter into a contract. ECHEZ, at any time and at its sole discretion, may order the temporary or definitive suspension or disqualification of any User and prevent User's access to the Website, and should this occur, ECHEZ will not be liable to the User or to any third party for any reason, under any circumstances.

Website Usage

User acknowledges that ECHEZ has the exclusive power to establish limits and conditions for Website usage, along with full and absolute discretion to publish, remove and / or modify any content on the Website. ECHEZ shall not be liable to the User or to any third party for damages or any other infringement to any rights, whether intellectual property rights, damage to the honour and reputation of a person, their personal data, credit, consumer rights, or any other right that may be infringed as a consequence of the misuse of the Website by a User. User accepts that ECHEZ, in its own discretion, may access, preserve, delete and modify the information in its Account and all content found on the Website. The User agrees that ECHEZ may cancel, delete or block User's registration on the Website at its sole discretion, without justification or prior notice and that this will not give User the right to claim any compensation. The User agrees that ECHEZ reserves the right to modify in any way, discontinue, interrupt, cancel and / or terminate the service of the Website without any justification or prior notice, in its sole discretion and that this will not give rise to a claim for compensation.

User Responsibility for Use and Contents

User shall be solely responsible for its use of the Website, as well as the information and contents included therein. Users access to the information, images, content and products offered and accessible through it, will be subject to the applicable law, as well as to principles of good faith and lawful use by the User. User shall be solely responsible for any information, data, text, photography, video, music, sound, software or any other type of work or expression uploaded and published or transmitted through the Website. User agrees to comply with all applicable local, provincial, national and international regulations and is solely responsible for all acts and omissions that occur in relation to the Account, registration or password, and in relation to the information or material that User uploads or sends through the Website. User is prohibited from performing any type of activity to the detriment of ECHEZ or third parties. The use of the Website for illegal, unauthorized or prohibited purposes is strictly prohibited. Without being considered an exhaustive or limitative description, User is prohibited from publishing or transmitting any content that constitutes a violation of the rights of third parties or of their privacy, honour, self-image, confidentiality, intellectual and industrial property or protection of personal data, also prohibited to publish, disclose, announce , refer to or distribute any material, subject matter or information with illegal, obscene, pornographic, abusive, defamatory, deceptive, racist, against morals, good customs, or public order content; introduce any type of computer virus, defective files, or any other software or computer program that may cause damage or unauthorized alterations to the contents, programs or systems accessible through the Website; alter or intervene, by fraudulent means, personal web sites or emails of other Users without due authorization, as well as sending emails of a repetitive character, and sending email addresses of third parties without the due consent of those; alter or intervene, by fraudulent means, personal web sites or emails of other Users without due authorization, defame, insult, harass, stalk, threaten or infringe in any other way the rights of third parties (such as the right to privacy or to own image); publish, distribute or disclose any information or material that is inappropriate, sacrilegious, defamatory, illicit, obscene, indecent, racist, that induces violence or that may be considered illegal; advertise or offer the sale or purchase of any product or service; collect or otherwise collect information about third parties, including their e-mail addresses, without their consent, as well as provide third-party e-mail addresses to third parties; use, download or copy in any other way, as well as provide (free or otherwise) to a person or entity that is not a User of the services or contents any directory of the Users of the services or contents or any other information related to Users or their use outside the context of normal use in accordance with these terms of use; try to gain unauthorized access to the services or contents, to other Accounts, to computer systems or to networks connected with them, through automatic search of passwords or by other means; interfere with the use or enjoyment of the services or contents by other Users or with the use or enjoyment of similar content by other persons or entities; perform any action on the Website that involves the transmission of any computer program that is harmful, harmful or simply not requested; include, publish, send by email, transmit, or otherwise make available any content that you do not have the right to transmit by law or under contractual or fiduciary relationship (such as internal and / or confidential information acquired or delivered as part of employment relationships or confidentiality contracts); upload, publish, send by email, transmit, or otherwise make available any content that violates any patent, trademark, trade secret, copyright or any property right of any third party; interfere with or interrupt the Website, its servers, or networks connected to the Website, or disobey any requirement, procedure, policy or regulation. When using the Website, the User undertakes not to carry out any conduct that puts at risk, or results in damages to the Website. In such event ECHEZ may suspend the User or cancel your Account, without prejudice to the fulfilment of the obligations contracted and the legal actions that may correspond, particularly in relation to the damages caused.

Limitation of the Liability of ECHEZ

User acknowledges that ECHEZ does not assume responsibility, whether direct or indirect, foreseen or unforeseen, for any type of damages, including loss of profit, derived from the misuse of the Website or its contents made by the User or third parties. Under no circumstances will ECHEZ be responsible for Website content, supplied by User or ECHEZ, including, but not limited to, any error or omission, or for the loss or damage of any content. The User expressly accepts that ECHEZ will not be responsible for the damages caused as a result of the failure or any discontinuity in the Website. The User expressly accepts that ECHEZ will not be responsible for unauthorized access, copies, alterations or deletions of data from the Website, or its consequences. The User accepts that ECHEZ will not be responsible for the services that third parties may provide through links from the Website, or the products or goods advertised in it. The User accepts and acknowledges that ECHEZ will not be responsible for the prizes or goods that are granted, purchased, sold, won or are mentioned on the Website, nor for the consequences that derive from its use, nor for the damages that they may cause.

Authorization granted by User

All information uploaded by User to the Website will be used by ECHEZ for the fulfilment of the services provided through the Website. User understands that this authorization is free of charge, voluntary, expressly waiving any right to remuneration from ECHEZ. User agrees to hold ECHEZ, its controlling entity, subsidiaries, affiliates, directors, managers and employees harmless in the event that any use of information, files or other content provided by User infringes the rights of third parties, whatever the nature of such infringement. User acknowledges that ECHEZ shall have the right to modify, alter or edit any information or file that the User has uploaded to the Website. User consents to ECHEZ use, through the Website, of the data provided by User, in order to send information, promotions or advertising associated with ECHEZ and its services.

Data Privacy and Protection Policy, Confidentiality

All data provided by User to ECHEZ will be subject to our Data Privacy and Protection Policy, which we suggest you read carefully, available in <https://www.somsight.com/Home/DataProtection> (PPDP), which is an integral part of these Terms and Conditions, as well as all the Pages and links available on the Website that contain information that generates rights or obligations for users. By accepting these Terms and Conditions, the User is also providing consent to the applicability of the PPDP and all other obligations set forth in the terms applicable to the usage of the Website.

ECHEZ will maintain the confidentiality of the information provided by Users, unless such information is requested by a judicial or administrative authority, or if the information has already been made public by other means.

Intellectual Property

All applications, services and content provided by the Website are made available and authorized for legitimate use only. The programs, databases, networks and files that allow the User to access and use an account are the property of ECHEZ and are protected by the laws and international treaties of copyright, trademarks, patents, models and industrial designs. The improper use and total or partial reproduction of said contents are prohibited, unless expressly authorized in writing by ECHEZ. The User acknowledges and accepts that the Website, as well as all content provided by ECHEZ, including any documentation, file, material, application, design, illustrations, icons, photographs, videos, tool, source code or any type of work or idea, is owned by ECHEZ and is protected under applicable intellectual and industrial property laws. Likewise, publications, advertising or information incorporated into the Website by advertisers or third parties are also protected. Any form of reproduction, distribution,

exhibition, transmission, retransmission, broadcast or storage in any form, digitisation, making available, translation, adaptation, commercial use, public communication arrangement or any other type of act by User, is subject to the provisions described above. Failure to comply with the aforementioned will lead to the enforcement of criminal and civil actions and penalties. The trademarks used on the Website, including the name "ECHEZ", its logo and design, as well as any trade names, are the property of ECHEZ. The User is expressly forbidden to use these brands in any way.

No Warranties, Risk

The Website is made available "as is", with its technical and availability limitations. ECHEZ does not guarantee any level of optimal operation of the Website. User uses the Website at his own risk. ECHEZ does not provide any guarantee regarding the contents, accuracy, suitability, integrity or veracity of any type of information available on the Website, including the obtained from ECHEZ itself. The User assumes all the risks associated with the use of any content, including truthfulness, completeness, integrity or usefulness thereof.

Specific Prohibition

User acknowledges that the use of any technical resource by which the User or any third party may benefit, directly or indirectly, with or without profit, from any part or all of the ECHEZ Website is prohibited. Specifically, any link, hyperlink, framing or similar without the prior, express and written consent of ECHEZ is prohibited. Any violation of the provisions of this point will be considered an infringement of the intellectual property rights of ECHEZ. User acknowledges that ECHEZ will not assume any responsibility for the contents, services, products, etc. of third parties that can be accessed directly or through banners, links, links, hyperlinks, framing or similar links from the ECHEZ websites. The User undertakes not to reproduce, duplicate, copy, sell, market, resell or exploit any part of the Website for any commercial purpose.

Indemnity

User agrees to hold harmless and indemnify ECHEZ, its directors, employees, subsidiaries, affiliates, subsidiaries, controlling or related companies, from and against any and all action or liability, claim, complaint, penalty, interest, costs, expenses, fines, fees, brought or levied by third parties by virtue of the actions of the Users on the Website.

Entire Agreement

These Terms and Conditions, as modified from time to time at the sole discretion of ECHEZ, constitute the entire agreement between the User and ECHEZ regarding specifically the use of the Website. User will also be subject to the Terms and Conditions, of the ECHEZ services.

Applicable law and venue

These Terms and Conditions, as well as the relationship between User and ECHEZ, with respect to User's access of the Website, are governed by the laws of Florida. User and ECHEZ agree to submit to the jurisdiction of the courts of Miami-Dade County, to the exclusion of any other jurisdiction that may correspond, in the case of any controversies related to User's access to the Website. The User accepts that the use of the Website and its services or content is prohibited in all jurisdictions that do not recognize the effectiveness of these Terms and Conditions.

Complaints

In the event of a complaint, you may contact Echez at the following email address: contact@somsight.com. Identify yourself, provide a description of the situation and any details that allow Echez to locate the situation described by your complaint within the Website. Once your communication is received, ECHEZ will analyse the origin of your claim and proceed as appropriate.