

TERMS OF USE OF THE ONEHOTLINE PLATFORM

This document contains the terms of use of the ONEHOTLINE platform, hereinafter referred to as the "Platform", and whoever decides to access it, in the knowledge of the aforementioned conditions, is giving their free and express consent to be subject to the provisions of this document. By the foregoing the following considerations are made:

1. CONSIDERATIONS

1. That GRUPO CINCOVEINTICINCO S.A.S., hereinafter referred to as the "Company", incorporated under the laws of Colombia and identified with Colombian Tax ID (NIT) 900.347.530-7, has developed the Platform and any related moral and patrimonial rights are inherent to it or its software, hereinafter the "Software".
2. That the Company has decided to make the Platform available to legal or natural persons dedicated to the production of audiovisual pieces, hereinafter the "Producer", so the Production Staff reports events occurring while working on the productions, hereinafter the "Report".
3. That the Producer's Staff (employees, service providers, etc), hereinafter referred to as "Staff", may access the Platform to report events. However, the administration of the data collected by the Platform, the establishment of the list of events to be reported, as well as the management of the Reports will be carried out directly by the Producer.

Subject to the conditions set out in this document, the Company guarantees the use of the Platform by the Staff. The use of the Platform is non-exclusive, non-transferable, and non-sublicensable, and shall be available to the Staff for such time as may be determined by the Producer or the Company for this purpose.

2. PLATFORM ACCESS AND USE

The Company will grant the Producer unique access through which the Staff will be able to report any events during the production process, hereinafter referred to as the "Event". The Staff can access the Platform via webpage, by calling, through Whatsapp or any other channel that the Company establishes for these means. The Company reserves the right to change, at any moment, the channels through which the Staff can access the platform.

Once on the Platform, the Staff can make the Event Report either anonymously or not. The Platform will not require any personal data from the Staff completing the Report anonymously unless the Staff wants to provide its email address to receive follow-up messages of their report. If the Staff decides to do a Report that is not anonymous, the Platform will require the Staff to provide certain personal data, as established by the Producer. Once the Report is done, the Platform will provide the Staff with a Report number, and the Staff will have to create a password to later access the case status.

The Staff understands and acknowledges that the Company does not determine the list of Events that can be Reported on the Platform, nor the procedure to be followed after reporting such Events.

The Staff understands and accepts that the Producer, not the Company, will determine: i) the purpose of the processing of the Staff's information once it is inserted on the Platform; ii) the duration of storage/conservation of the Staff's data on the Platform; iii) the range of events that may be reported by the Staff through the Platform, and iv) the procedure to follow after the Report is made on the Platform.

The Staff will refrain from making any claim against the Company for i) any data breach or any damage related to the improper processing of their data or Reports exclusively by the Producer; or ii) the omission of assistance regarding any of the events reported by the Staff on the Platform.

3. USE RESTRICTIONS

The Staff expressly agrees not to copy, in whole or in part, the Company's products, Software, or documentation, or to modify, disassemble, decode, decompress, compress, assemble the Company Software, nor to take any action to obtain the related source code. Nor may it sublicense or rent the use of the Platform or distribute or create derivative works of the Company Software.

4. CONFIDENTIAL INFORMATION

Any information, tangible or intangible, including but not limited to techniques, discoveries, inventions, ideas, processes, Software, design, technology, or procedure, to which the Staff has access, and which is shared, produced, or owned by the Company, shall be confidential, hereinafter the Confidential Information. The Staff may not publish or disclose by magnetic, digital, or any other means the Confidential Information without prior written authorization from the Company. The obligations set in this section shall survive indefinitely, even after the Staff finishes using the Platform.

5. OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY

The Staff holds all rights, interests, and titles in and to the data it provides to the Company while accessing the Platform. Notwithstanding the foregoing, the Company holds exclusive title and interest in and to the intellectual property associated with the Platform, including any patents, trademarks, trade secrets, know-how, inventions, licenses, and any other intellectual property rights relating to the authorship, origin, design, utility, programming, or functionality of the Platform.

Any work developed by the Staff, and derived from the Company's intellectual property, shall be exclusively owned by the Company, and the Staff expressly and unlimitedly waives any proprietary rights to which it may be entitled. The Staff shall hold the Company harmless from any claims raised against the Company relating to infringement of the intellectual property duties contained herein.

6. PLATFORM WARRANTY AND AVAILABILITY

The Company's services, including the use and availability of its Platform, are provided "AS IS". In effect, Staff understands that they use the Platform at their own risk and that the Company does not guarantee or warrant that it will operate free of faults, errors, or viruses. The Staff understands that the Company will not assume responsibility for any device damage arising from viruses or malicious codes occurring while the Staff access, use, or browse on the Platform.

The Staff shall refrain from making any claims against the Company for the unavailability of the Platform. The Company reserves the right to update or modify the Platform without prior notice. The Staff understands that the Platform may be unavailable indefinitely and will only be made available again at the Company's discretion.

7. LIABILITY AND INDEMNITY

The Staff shall be liable for any direct, indirect, or consequential damages, including legal fees or attorney fees, incurred by the Company arising out of the use of the Platform. There should not be a cap to the Staff liability, and the Staff will be unlimitedly liable for any damage caused to their Company for the Staff's acts or omissions. The Staff will indemnify the Company for all third-party claims that arise from the Staff's use of the Platform or no compliance with these terms. The aforementioned includes, but is not limited to, damages related to breach of these terms and conditions and negligent acts.

The Company shall be liable to the Staff for any damages related to the use of the Platform up to a limit of 100 US Dollars, except in the case of breach of Personal Data when the breach is caused by a security incident related to the Platform or any act or omission of the Company. In no event shall the Company be liable for payment of indirect or consequential damages in favor of the Staff, including but not limited to lost profits, loss, or destruction of personal data.

8. DATA PROCESSING

Staff authorizes the processing of their data through the Platform following the Company's personal data processing policy, which is published at [LINK TO: DATA POLICY](#). Without prejudice to the foregoing, the Staff understands that the Company acts in the capacity of the data processor and that the Producer will be the data controller. Staff also acknowledges and agrees that all information provided when filing the report in the Platform will be shared by the Company with the Producer. The Staff understands and accepts that, although the Company makes the Platform available to them, the Company does not determine the use that will be made of their personal, private, or sensitive data as it will only be made by the Producer.

9. APPLICABLE LAW AND DISPUTE RESOLUTION

Any dispute regarding this document shall be settled by the courts of Colombia and subject to Colombian laws.

10. CHANGE OF TERMS AND CONDITIONS

The Company reserves the right to modify these terms and conditions at any time, without prior notification to the Staff. Notwithstanding the foregoing, the new terms will be made available to Staff upon re-accessing the Platform. The use of the Platform by the Staff after the terms and conditions are modified constitutes unequivocal acceptance of the updated terms and conditions.