

BURN TO GIVE Terms and Conditions

The use of this Internet page and the services and applications linked to it (hereinafter the SERVICES), imply the understanding and acceptance of the following terms and conditions, subscribed between you (hereinafter the USER) and BURN TO GIVE SPA, RUT 76.837.328-0, con domicilio en Calle Miguel Claro 195, depto 806, Providencia, Santiago de Chile.

The use of this page is aimed at individuals with the sufficient legal capacity to execute legally binding contracts, whether directly or with the prior authorization of a third party with the pertinent legal capacity.

CHANGES: BURN TO GIVE reserves for itself the right to modify these conditions from time to time, as deemed appropriate. The USER shall be responsible of periodically reviewing these terms and conditions to verify the incorporation of changes. The continued use of the SERVICES shall mean the USER acceptance of any adjustment to these terms and conditions.

GENERAL CONDITIONS FOR THE USE OF THIS PAGE.

SYSTEM OPERATION. By means of the technological platform set up for such purposes, Burn to Give offers its users the opportunity to log burned calories exercising, through the contents provided by the USER himself/herself. The final service and aid that Burn to Give provides is to non-profit organizations, and this platform is the means through which users participate and help promote the support that Burn to Give is providing.

In order to access the SERVICES it may be necessary to create an account, or the provision or registration of certain information by the USER, such as name, electronic mail address and a contact telephone. The provision of some of this information is mandatory, and is aimed at proper and trustworthy USER identification. Other information is optional, to be used in the USER profile.

Users who utilize page SERVICES must register under their own names, without detriment to the use made by the SERVICE with a public pseudonym in order to protect USER identity. Users are strictly forbidden to register using false or fictitious names, including pseudonyms or aliases.

The USER undertakes the commitment to provide precise and true information when completing the registration process, and shall take responsibility for the custody of his/her access keys, USER names, and any other information given to Burn to Give.

Burn to Give may use an array of techniques to verify the veracity of the information provided by its users when they register themselves in the page. However, Burn to Give cannot verify with certainty the identity of each USER, so that it cannot guarantee that the alleged USER identity is indeed his/her true identity.

The USER is exclusively responsible for the interaction he/she may have with other SERVICES users, whether online or offline. The USER acknowledges that Burn to Give shall not be responsible for the conduct of any of its users. Burn to Give reserves for itself the right, but not being obligated to do so, to monitor or get involved in disputes between the USER and third party users. The USER is advised to use his/her common sense and good judgment while interacting with others, including the publication through the SERVICE, of any personal information or contents.

The opinions given in the page are the exclusive responsibility of those who give them, and must not be considered as approved or upheld by Burn to Give. In this context, Burn to Give defends and will make its best efforts to protect its users' freedom of speech, provided that they do not infringe the law.

Burn to Give shall make its best efforts to keep the SERVICE available without interruption, without detriment to the fact that there will be occasions when the SERVICE may be interrupted, for example, in the case of system maintenance or improvement, to make emergency repairs, or as a consequence of failures in equipment or telecommunication services.

Burn to Give reserves for itself the right to remove any SERVICE content, on any grounds, without any advance notice. Burn to Give may continue storing the removed, especially in the case of jurisdictional demands, but may not be accessed without a prior court order. Consequently, the USER is advised to store all the content published in the site, in the understanding that Burn to Give is not an online storage service.

Burn to Give shall not be responsible for any SERVICE modification, suspension or discontinuance, or for the loss of any information or content. In like manner, the USER acknowledges and accepts that Burn to Give is not responsible for the content published in the SERVICE, and that Burn to Give is in no way obligated to monitor, pre-select, edit or remove any content. If the USER'S content violates any of the terms and conditions stipulated for the SERVICES, he/she may be subject to legal liabilities.

Without detriment to the terms and conditions in the SERVICE'S privacy policies, any content shall be considered nonconfidential and nonproprietary and Burn to Give shall not be responsible for any content disclosure. The USER acknowledges and accepts that his/her relationship with Burn to Give is nonconfidential, and none of the contents provided to it will be considered confidential.

SECURITY AND PRIVACY. Access to the page imply the USER'S understanding that the information given to Burn to Give may be used for diverse purposes, including the sending of electronic mails promoting the use of the page, and the hire of its services. Other data, such as credit card information and other banking data, are understood to be strictly confidential, and for this purpose Burn to Give shall adopt the proper security measures and protections to preserve the confidential status of said information.

Burn to Give's privacy policy explains how USER information is gathered, used and disclosed.

RULES OF CONDUCT. The SERVICES USER accepts to observe the following rules of conduct:

1. The USER shall not upload pictures or material that includes violence, total or partial nudity, or with racist, hateful, pornographic or sexually suggestive content.
2. The USER shall be responsible for any activity that may take place through his/her account, undertaking not to sell, transfer, license or assign the account, followers, or any right to the same. With the exception of those individuals explicitly authorized to create accounts in representation of their employers or customers, Burn to Give forbids the creation of any account that does not identify the USER.
3. The USER shall provide Burn to Give with true, exact and up to date information, undertaking the obligation to maintain it in this condition.
4. The USER undertakes the obligation to abstain from requesting, collecting, or utilizing the registration data of other Burn to Give users.
5. The USER undertakes the obligation to keep in place the necessary security measures, aimed at preventing the disclosure of his/her password.
6. The USER shall not slander, badger, abuse, threat, impersonate or try to intimidate individuals or entities, and shall not publish personal or private information through the SERVICE, whether his/her own or third parties', including credit card information, identification numbers, telephone numbers, or electronic mail addresses.
7. The USER undertakes the obligation to abstain from using the SERVICE for any illegal purpose, especially including intellectual and industrial property laws.
8. The USER undertakes to abstain from using images, trademarks, or any distinctive material or sign, with the purpose of impersonating other individual or company or, in general, with the purpose of creating confusion in respect of the account origin or identity. Any breach of this rule shall imply immediate account cancellation and giving notice to the competent authorities.
9. The USER may not conduct commercial activities through the SERVICES, including contests, promotions, product sales and services offers, without the prior, explicit, and written authorization granted by Burn to Give.
10. The USER shall be exclusively responsible for any conduct and any information, text, file, username, images, pictures, profiles, audio material including musical works, copyrighted works, applications, links, and any other content or material that he/she uploads or makes known through the SERVICE.
11. The USER shall not change, modify or adapt the SERVICE, or modify another Web page, with the purpose of suggesting that is associated with the SERVICE.

12. The USER shall not create or broadcast undesired electronic mail, comments, or any unrequested commercial information.
13. The USER may not create usernames that include domain names or URL'S, without the previous consent granted by Burn to Give.
14. The USER shall not create accounts through unauthorized means, such as automated devices.
15. The USER shall not try to restrict other users from utilizing the SERVICE.

TERMINATION. Any failure to comply with any of the terms and conditions set forth in this instrument and any other conduct prescription stipulated in this service, will entitle Burn to Give to terminate the SERVICE and to restrict the USER'S access to the same, without any obligation to give notice, and at the mere will of Burn to Give.

The inactivity of a USER account for more than 6 months, will entitle Burn to Give to eliminate the USER account and liberate the username, so that a third party may use it.

The USER may at any time deactivate his/her Burn to Give account, through the means provided by the SERVICE for these purposes. Should the USER decide to terminate his/her SERVICE access, all the information stored in his/her account, including pictures, comments, contacts, and any other information, shall no longer be available through the USER'S account, without detriment to the fact that it may continue to be available, in case that third parties have used said material, through the means allowed by the SERVICE.

Once the SERVICE is terminated, all granted licenses shall automatically cease.

CONTENTS. The SERVICE uses a varied collection of information, text, pictures, designs, images, audiovisual material, trademarks, among others, some of them titled to Burn to Give, which are protected by intellectual and industrial property rights, both in Chile and in other countries, and are Burn to Give's exclusive property, or have been properly licensed to Burn to Give for its use in this site.

The USER'S utilization of contents protected by intellectual property rights is allowed only to the extent that Burn to Give uses them in its competent provision of its services. Any reproduction, distribution, broadcasting, transformation, provision, or public communication of these materials, exceeding the scope of the services rendered by Jelly Rate is strictly prohibited, and will be prosecuted in the civil and criminal courts, without any exceptions.

In like manner, except for what is explicitly authorized in this instrument, it is forbidden to use under any title any sign that identifies Burn to Give, including said expression. Its unauthorized use may be subject to civil and criminal penalties by the laws of the Republic of Chile and other countries.

CONTENTS PROVIDED BY THE USER. Burn to Give does not claim any kind of ownership title to the content published in or through the SERVICE. In lieu thereof, the USER grants Burn to Give a nonexclusive, gratuitous, worldwide, transferrable and that may be sublicensed, to use the content published in or through the SERVICE, without detriment to the limitations applicable pursuant to our privacy policy.

Some SERVICE features might be provided by Burn to Give thanks to advertising revenues, so that the USER agrees that Burn to Give is entitled to publish advertisements and promotions in the SERVICE, associated with the contents provided by the USER.

The USER represents and guarantees that he/she holds title to the rights needed to publish his/her content through the SERVICE, or that he/she has the necessary powers to grant the license mentioned in the preceding paragraph, and that the content publication, or the license granted to Burn to Give does not breach third parties' rights, and that he/she has not undertaken and shall not undertake any action that may hinder or obstruct the full exercise of the rights authorized through this instrument, and that he/she is exclusively for any action or claim initiated by third parties because or as a consequence of this authorization.

LINKS AND CONTENT PROVIDED BY THIRD PARTIES. The contents of Websites linked by the SERVICE are the exclusive responsibility of its owners. Burn to Give does not keep watch over the contents of Websites linked by the SERVICE. The opinions therein given or the material that may appear in said sites are not necessarily subscribed or promoted by Burn to Give and they are the exclusive responsibility of those that broadcast them.

In like manner, the SERVICE may include third parties' contents, which Burn to Give does not control, subscribes, or approves.

The SERVICE might also allow interactions between it and third parties' Web pages or services, including applications connecting the SERVICE or the USER'S profile with a third party's Web page or service. The utilization of this functionality typically requires the USER to enter his/her Burn to Give's account data in the third party's service or page, which the USER shall do at his/her own risk. Burn to Give does not exercise any control over these services or pages, or any of their contents, so that the USER acknowledges that Burn to Give shall not be liable for any of the services provided by third parties, which are in some way linked to Burn to Give.

In addition, Burn to Give is not liable for the privacy practices or contents of said sites.

Should the USER visit the Web pages linked from Burn to Give, we enjoin you to read the terms and conditions of said sites. The USER is exclusively responsible for evaluating the security and trustworthiness of any other site connected to this site prior to disclosing any personal

information to them. Burn to Give shall accept no liability for any damage resulting from the disclosure of personal information to third parties from these Internet pages.

The USER'S creation of links to this page is strictly prohibited, except for those cases explicitly allowed by Burn to Give's functions.

EXCLUSION OF WARRANTY IN RESPECT OF THIRD PARTIES: Burn to Give does not investigate, represents or answer for the accuracy, legality, legitimacy, and validity of the products, services, appearing in the page.

The references made to third parties' names, trademarks, products or services, including hypertext links to third parties' sites or information does not imply Burn to Give's support, sponsorship or recommendation, in respect of the quality of the products or services shown in the page, acquired or obtained by the USER as a result of an advertisement or any other information or offer with relation to this page.

INTELLECTUAL PROPERTY POLICY. Burn to Give is strongly committed to the protection of intellectual property rights, and is an essential element in its intellectual property policy to abide by applicable laws on this matter. In agreement with this policy, Burn to Give expects that its users respect, observe, and promote intellectual property rights.

In particular, Burn to Give strongly reminds the USER about the need to obtain advance authorizations for the use of third parties' materials or to undertake the proceedings needed to make sure that said authorization is not necessary. The violation of third parties' intellectual property rights will entitle Burn to Give to terminate the SERVICE, without any need to give any prior notice.

For the purposes of the notices referred in Letter c) of article Ñ in Law No. 17,336, Burn to Give's authorized representative to receive court notices is:

Nombre: Eduardo della Maggiora

RUT: 10.951.581-7

Domicilio: Magdalena 140, Piso 4, Las Condes, Santiago, Chile

LIMITATION AND EXCLUSION OF LIABILITY. The information contained in this page is presented as is. Without detriment to the provisions in applicable norms and statutes, Burn to Give exempts itself from any liability, and excludes any kind of warranty associated with this page, whether with relation to the operation of this page or the information found in the same, provided by Burn to Give, its affiliates and any other third party, including any inaccuracy or omission in the information delivered by this SERVICE, or the documents available in this page.

Burn to Give exempts itself from any damages arising from or in connection with the use of this SERVICE, including, but not limited to, damages derived from loss of earnings, loss of use, loss of data or other intangible damages resulting from: (i) the use or not being able to use the SERVICE; (ii) the cost incurred in the substitution of merchandise and/or services resulting from any merchandise, data, information or services purchased or obtained or messages received or transactions completed in or through the SERVICE; (iii) unauthorized access or tampering with his/her information transmission; (iv) representations or conducts of a third party in the SERVICE; or (v) any other matter related to the SERVICE provided by Burn to Give.

The above exclusions and limitations only apply to the extent that they are allowed by the law. None of the USER'S statutory rights as a consumer shall be impaired by the provisions in this instrument.

TERRITORIAL RESTRICTIONS. The SERVICE is not aimed at any individual in any territory or jurisdiction, especially where the SERVICE may be considered in breach of applicable law. Burn to Give reserves for itself the right to limit SERVICE availability, or any part of the same, to any individual, geographic area, or jurisdiction, at any time and at its own discretion.

JURISDICTION AND COMPETENCE. The laws applicable to these terms and conditions are those of the Republic of Chile, and the courts of law with competence to hear any controversy associated with the SERVICE, will be the Santiago the Chile courts of law.

COMMUNICATIONS. Burn to Give makes available to its users several electronic mail addresses for different inquiries. These electronic mail addresses and other contact data may be found in the corresponding page link.