

TERMS, CONDITIONS AND USES

This bilateral agreement or agreement is governed by the nature of the fourth book Title First Article 1494 and S.S. Of the Civil Code and concordant Norms of the Colombian Legal Framework according to Judgment C-713/09 and C-748/11 Constitutional Court of Colombia. Where the TERMS and CONDITIONS that the user or any person, should be taken into account at the moment of navigation or purchase services within the web pages www.colombiangrowerssolutions.com, www.cgs-i.com, Social Networks and Any digital platform owned by COLOMBIAN GROWERS SOLUTIONS SAS With acronym CGSI SAS company legally constituted and identified with NIT 900.992.783-9. Which for purposes of this contract shall be referred to as "SITES".

The corporate purpose of CGSI SAS is to develop educational, agricultural, organic, artisanal, horticultural, and research activities for lawful purposes by adopting technologies for the development of its object, executing any social, civil or commercial contract in accordance with its Object or of the existence of the company, and the turnover of the businesses that constitute its object. The company will be able to carry out any kind of process of physical, chemical, biological transformation of biotic resources, cork, basketry, esparteria and any other product of wood and artisan, developing alternative socioeconomic and environmental proposals with sustainable ends that can be exported, imported, produce , Multiplying, planting, growing, harvesting, collecting, transporting, processing, harvesting, procurement, distribution, representation, sale, wholesale and retail of the company's products for the purposes of food, organic phyto, medicinal, special, aromatic , Cosmetics, toilet products, fiber extraction for multiple uses, fuels, biofuels, wood products and derived minerals and by-products.

The society will have, through the development of its object, training plans for indigenous communities, peasants, ethnic or community groups, to carry out production and research processes in order to create commercial projects of special crops in accordance with the tradition and culture of each community. The contribution to the Environment and the Environment in accordance with Article 28 of the 1961 UN Convention ratified in Colombia in 1972. It will develop research, training and training activities for the development of the pre-feasibility and feasibility object for the design of studies of Socio-environmental impact of living beings in different national territories, advising on the pertinence to the physical, chemical and biological transformation of biotic resources, cork, basketwork, esparteria and any other wood-related and artisanal products related to industry. Management of solid and liquid waste in agricultural, agricultural, organic, artisan and horticulture areas. Creation of product assurance processes. In the same way you can develop processes for the mitigation and treatment of products for environmental conservation purposes.

By its object may represent any national or foreign firm that have purpose to its object, may also acquire, alienate, tax or vary the form of their property are roots, furniture or credit; The company may import, export, buy, sell, or distribute machinery to open or close commercial establishments, enter into public or private contracts to develop the object of the company either uniquely or through temporary unions for private and state bids, to subscribe or to develop The right of companies contributing to their object, to constitute or to buy companies, regardless of their object or corporate name, in order to develop the industrial and corporate object of the company, the company will have branches, agencies and commercial establishments abroad or in Colombia . And

generally carry out all kinds of acts, commercial operations, financial or any commercial or business lawful business. PARAGRAPH: It is contrary to the corporate purpose to guarantee, back up, guarantee or guarantee debts of natural or juridical persons, other than those legal entities with whom it has the capacity of parent, subsidiary, subsidiary or economically linked or in which it owns shares or dues.

DENOMINATION OF PARTIES

- **CGSI SAS**, an acronym for COLOMBIAN GROWERS SOLUTIONS S.A.S. Within this document.
- **Digital platform.** Digital Platforms, Social Networks or Digital Software for which commercial and business services and information are promoted, under the e-commerce policies dictated by Law 527 of 1999, Suppliers, Users and / or Customers, may find information, registrations and contactability. (Website: www.colombiangrowersolutions.com, www.cgs-i.com, Social Networks <https://www.linkedin.com/company/colombian-growers-solutions?trk=biz-companies-cym>, <https://www.facebook.com/ColombianGrow/>, <https://www.instagram.com/colombiangrow/>, <https://twitter.com/ColombianGrow>, <https://plus.google.com/111261578657881519000>)
- **Users / Clients.** Individuals that have the character of CONTRACTOR of the services that through its digital platform COLOMBIAN GROWERS SOLUTIONS S.A.S. Offers services according to its lawful purpose.
- **Suppliers or Supplier.** Natural or legal persons offering services according to the purpose of COLOMBIAN GROWERS SOLUTIONS S.A.S. Which can be acquired through the Digital Platforms.
- **DONDOMINIO.** Commercial name of the entity that designs and realizes the assembly of the "Digital Platforms" of COLOMBIAN GROWERS SOLUTIONS S.A.S.
- **Visitor.** Individual accessing the Digital Platforms of COLOMBIAN GROWERS SOLUTIONS S.A.S.
- **Domain Name:** Character set that identifies an address (IP) on the Internet using the DNS. A particular server may have more than one Domain Name, but a given Domain Name is only assigned to a server. IP (Internet Protocol): Protocolo para la comunicación en una red a través de paquetes conmutados.
- **Hosting Plans:** Space on the servers owned by DonDominio, where the domain name of COLOMBIAN GROWERS SOLUTIONS SAS is located, administering the resources and applications of the plans offered by DonDominio and which are collected in an updated way in The website of DonDominio. Hosting Plans subject to the terms of this agreement offer shared hosting on DonDominio servers, ie several websites of different people are hosted.
- **Servers:** Computer equipment owned or leased by DonDominio where data and information of COLOMBIAN GROWERS SOLUTIONS S.A.S. are stored or stored. Introduces in the offered Accommodation Plans.

- **Control Panel:** Tool developed by DonDominio from where COLOMBIAN GROWERS SOLUTIONS S.A.S. gestion the resources and applications available to the contracted Hosting Plan.
- **CLIENT area:** a tool developed by DonDominio that is awarded to COLOMBIAN GROWERS SOLUTIONS SAS and allows you, among other actions, to contract and manage your products, check the invoices issued, update your billing data, access the control panel and make requests Authenticated, so that each order provokes the technical and administrative actions necessary for the development of the required action
- **Password:** systems that allow the authentication of COLOMBIAN GROWERS SOLUTIONS S.A.S. For access to the control panel via the web and to the CLIENT Area, as well as for the request for help and information about the contracted plan, that is to say, it is a system that guarantees that access to contracted plans, data and information Is safe, reliable, truthful and always comes from COLOMBIAN GROWERS SOLUTIONS SASo of authorized users for it. DonDominio uses these systems to identify, authenticate and verify COLOMBIAN GROWERS SOLUTIONS S.A.S.

1. TERMS, RESTRICTIONS AND POLICY CONDITIONS OF OUR SERVICE, WEBSITE, SOCIAL AND ADVERTISING MEDIA.

CGSI SAS owns the digital platforms to develop its commercial object which are identified by its logo registered in front of the SUPERINTENDENCIA DE INDUSTRIA Y COEMRCIO. By which it can authorize the different users according to their profiles and permissions to accede according to the security policies dictated in law 1581 of 2012, the stored contents are personal and non commercial. Through its platforms it knows its history, mission, vision, objective, added values, services, clients and location, besides information of interest. Understanding that the moment users access these platforms are accepting the conditions stipulated here.

The policies of service, diffusion and handling of internal and external information, is tendered in accordance with the Colombian Norms for the information that is entered in them; According to COPYRIGHT and in accordance with the social data protection policies of FACEBOOK, LINKEDIN, INSTAGRAM, TWITTER AND PLUS.GOOGLE that is established immediately by whoever enters our various DIGITAL PLATFORMS. The different users are responsible for being aware of any updates or changes made to the different DIGITAL PLATFORMS. In the event that the user does not agree with our policies SERVICE, WEBSITE, SOCIAL MEDIA AND ADVERTISING shall be obtained from any total or partial reproduction, virtual or physical information that is authored by CGSI SAS according to the Colombian standard. As well as translating to other languages, the content that is published in any physical or virtual site regarding our service.

Conditions of use of our SERVICE, WEBSITE, SOCIAL MEDIA AND ADVERTISING. Users accessing the DIGITAL PLATFORMS directly or through other digital mechanisms,

will be able to navigate in it without restriction, however at the moment of accessing the digital tools or online services, it will be conditioned that it agrees with this document , After filling in forms that have been designed by SOLUCIONES CORPORATIVAS IP, SL Hereinafter identified by the trademark "DONDOMINIO", with N.I.F. No. B57333601 and domiciled in Ronda Institut, 24, Manacor-07500, Illes Balears, Spain, Limited Liability Company incorporated in Palma de Mallorca before the Notary D. Víctor Alonso-Cuevillas Sayrol, inscribed in the Mercantile Registry of the Balearic Islands, Volume 2120, Folio 0, Book 173, Sheet PM-50105.

Information that will not be divulged neither by DONDOMINIO nor by CGSI SAS directly, exonerating us from any contractual, extracontractual, administrative or criminal responsibility if the person in charge of the treatment is CGSI SAS or the developer DONDOMINIO the information for purposes other than those specified in each Form, information provided by users in general, may not be distributed, modified, transmitted, copied, sent, or use this information for COMMERCIAL purposes, unless previously authorized.

The VISITOR guarantees the authenticity and timeliness of all the data communicated to CGSI SAS and will be solely responsible for the inaccurate or false statements that it delivers. The user can not additionally. "Disseminate criminal, pornographic, racist, xenophobic, offensive and generally illegal content and public order; Introduce computer viruses or perform any activity that may damage, distort or alter electronic documents and / or data, as well as impede access to other DIGITAL PLATFORMS and their services; Attempting to access information from other users, visitors or restricted areas; Violate the right to confidentiality of CGSI SAS and / or third parties, as well as intellectual or industrial property rights; Impersonate the identity of another user or a third party. " All images, designs, documents or any part of the various CGSI SAS Digital Platforms are the exclusive property of CGSI SAS and their use is strictly prohibited without authorization, failure to comply with such a guideline will result in violation of the rights of Author and illegal advertising, covered by both national and international legislation. Any service that is acquired by digital means will only be real at the time that CGSI SAS of its approval according to the parameters established in its service manuals.

- **Responsibility.** The different uses that are given to CGSI SAS platforms will be the responsibility of the USER / CLIENT / VISITOR. CGSI SAS is not liable if third parties that are involved in the development of platforms for CGSI SAS perform illegal acts, not being responsible for damages derived from: 1. The impossibility of access to platforms, lack of veracity, accuracy and / or current Of the contents, as well as the existence of defects of any kind of content transmitted, disseminated, stored and made available to visitors through the platforms or services offered. 2. The presence of viruses or other elements that may alter or damage computer systems and / or user data. 3. Failure to comply with the rules, good faith, public order and other applicable, due to inappropriate use of platforms. All rights and contents are reserved by CGSI SAS.
- **Personal information protection.** The information provided by customers, users or visitors in our Digital Platforms is technologically protected and can only be

accessed by the same user through a security process. Being the sole responsible for keeping this information protected.

- **Confidentiality of information.** CGSI SAS. You will not share or disclose confidential information with third parties, unless expressly authorized by those who signed up, or when required by a court or legal order, or to protect intellectual property rights or other rights. .
- **Privacy Policy.** CGSI SAS, Respects the privacy of its users, without prejudice to the established in each form of the Digital Platforms. The request for information is always made so that the visitor voluntarily provides it and authorizes CGSI SAS, to the processing of information of personal data for the purposes indicated therein. It will not cede or communicate to third parties the data collected unless the visitor authorizes it. The USER / CLIENT / VISITOR may exercise its right of rectification and cancellation, by sending a letter with acknowledgment of receipt, to pqrs@colombiangrowersolutions.com of CGSI SAS,
- **Compensation.** The visitor agrees to defend, indemnify and hold CGSI SAS, its officers, suppliers and / or third parties harmless from any damages, claims, expenses, liabilities, incurred in violation of these terms and conditions , And / or any related activity on your behalf (including negligence or misconduct) by you or another person entering the site using your account.
- **Content Copyright.** In order to protect our commercial and content assets, no person worldwide may reproduce, transform or distribute the content or a part thereof. This limitation includes the impossibility of creating texts derived from the content of patrimonial ownership, as well as the impossibility of eliminating any element identifying the origin of the same.
- **Marketing or Business Advertising.** If you do not accept these guidelines, the registered actions constitute a VIOLATION OF THE COPYRIGHTS with the corresponding legal consequences. Content links to other sites. Our users, suppliers, service providers and third parties, may bilaterally make links to documents or topics of interest without prior notice from other websites without prior written permission, provided that the corresponding "PEOPLE'S NOTE" Exact URL where the information is located. We reserve the right to request the withdrawal of content deemed inappropriate, specifying the reasons for its refusal.
- **Copyrights and Intellectual Property.** All the contents of the platforms and developments of CGSI SAS, are fully protected by the Colombian and International Laws of Author and other agreements.

2. STORING INFORMATION AND SHARED ACCOMMODATION SERVICES

In accordance with Law 1581 of 2012, law 527 of 1999 and other Colombian Concordant Norms and for the present accommodation in SPAIN and the provisions of Royal Decree 1906/1999, of December 17th, which regulates telephone recruitment or Electronics with general conditions under development of article 5.3 of Law 7/1998, of April 13, of general contracting conditions will be stored on the web: <http://www.dondominio.com/legal/>. By means of this possibility offered to CGSI SAS., Of effective downloading of the electronic version of these General Conditions, these will be considered accepted by the CGSI SAS., And fulfilled the duties of CORPORATE SOLUTIONS IP, S.L., on information to CGSI SAS.

- I. **PURPOSE OF STORING INFORMATION AND SHARED ACCOMMODATION SERVICES.** To regulate the conditions in which the access and use by CGSI SAS of the Hosting Plan offered by DonDominio will be developed; To regulate the conditions and form of remuneration of CGSI SAS to DonDominio for the service rendered and other services, services, applications or options may be offered by DonDominio to CGSI SAS through other contracts or in commercial communications, as well as by the provisions in The web of DonDominio.
- II. **ACCOMMODATION PLAN** The conditions contained in this contract will apply to the following Accommodation Plans: Redirection and parking, Mini, Mail, Basic, Professional, Advanced features that can be consulted at <http://www.dondominio.com/products/Services/>.
- III. **ACCOMMODATION** The conditions contained in this contract will apply to the following Accommodation Plans: Redirection and parking, Mini, Mail, Basic, Professional, Advanced features that can be consulted at <http://www.dondominio.com/products/Services>
- IV. **RESERVATION OF RIGHTS** DonDominio reserves the right to modify the characteristics and conditions of the Accommodation Plans regulated by the contractual relationship between CGSI SAS AND DONDOMINIO. DonDominio, may make any modification for the purpose of a diligent and good faith action in the market area of its commercial activity, will make these changes whenever they are a benefit not only of the development of new technologies, but also of the operation of the company And even the service offered in this contract in a way that does not prejudice CGSI SAS as a whole.
- V. **CGSI SAS.** You may at any time contract any other accommodation plan higher than that previously contracted from your CLIENT AREA, paying the portion that remains to be consumed by the new Plan. The extension to a new Accommodation Plan does not imply any change of date in the expiration of the previously contracted Accommodation Plan. The change to a lower Accommodation Plan in resources and prices can not be made if it is not at the time of the renewal of the previously contracted service.
- VI. In order to be able to contract a Hosting Plan, the Domain Name must be being managed by DonDominio.

- VII. **CGSI SAS** may associate the Hosting Plan with a new Registered Domain Name on our platform. Once the period has elapsed, CGSI SAS will not be able to link the contracted Hosting Plan to any other Domain Name ..
- VIII. **CGSI SAS** may associate the Hosting Plan with a new Registered Domain Name on our platform. Once the period has expired, CGSI SAS will not be able to link the contracted Hosting Plan to any other Domain Name.
- IX. In the case of opting for this possibility, CGSI SAS must take into account that it supposes the complete loss of the data or contents hosted until that moment, reason why, before proceeding to the change, CGSI SAS must safeguard the data or contents That until that moment would have lodged under the Contracted Plan.
- X. All Hosting Plans commercialized by DonDominio and mentioned on its website or in this contract are offered under the LINUX operating system.
- XI. CGSI SAS can manage and manage the resources and applications of the contracted Hosting Plan, using the "Control Panel" tool.
- XII. In those hosting plans that have applications selected by DonDominio, such as WebFTP, WebMail, or for the creation of websites, CGSI SAS accepts and respects the established in the licenses of each of the applications. The applications are delivered as they are, not accepting claims regarding them.
- XIII. DonDominio will not provide functional or technical support on these applications, beyond the support already offered for the contracted Hosting Plan.
- XIV. DonDominio is responsible for the correct operation, security and / or compatibility of the applications offered.
- XV. DonDominio reserves the right to offer the version of the applications that it deems most appropriate, as well as to modify, at any time, the applications available for each Hosting Plan depending on the new versions or the detected vulnerabilities, without having to warn To CGSI SAS of such changes.
- XVI. **DISEASE LAW** In relation to the provisions of the Spanish legislation for the protection of consumers and users and Directive 2011/83 / EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, CGSI SAS, and it expressly accepts that, given the characteristics of the contracted services and the automated procedures used, there is a simultaneity between the service request and the start of performance of the contract. In this sense, once DonDominio has started to comply with the contract or it has been fully executed, CGSI SAS can not opt for the withdrawal of the contract provided for in the aforementioned rules. As long as there is no contractual breach by the DonDominio, and it complies with all parameters of the digital regulations of the **EUROPEAN COMMUNITY and SPANISH IN ACCORDANCE WITH THE COLOMBIAN STANDARDS.**

3. OBLIGATIONS AND RESPONSIBILITIES OF DONDOMINIO

DonDominio shall act with due diligence in the use of its commercial activity, loyally and in good faith in its relations with CGSI SAS. DonDominio does not undertake to guarantee that the availability of the server is continuous and uninterrupted during the term of the contract, due to improvements in the services themselves, problems in the Internet network, breakdowns, technical repairs or maintenance tasks in the server equipment , Power outages or data lines and other possible contingencies of a similar and unforeseeable nature. Therefore, CGSI SAS does not take any action in SPAIN or the EUROPEAN COMMUNITY within the reasonable limits risks and imperfections or unavailability of the servers and expressly waives to claim any responsibility, contractual or extracontractual, damages to DonDominio for possible failures, Slowness or errors in the access and use of the contracted accommodation plan. DonDominio is not responsible for what is exclusively attributable to CGSI SAS as long as it proves it. The access and use of Hosting Plans is the sole responsibility of CGSI SAS, in such a way that DonDominio is not responsible in any way (directly or indirectly) for any direct or indirect damages that CGSI SAS may cause to third parties. And vice versa where DonDominio causes direct or indirect damage to third parties.

DonDominio will not assume any responsibility for the actions that the users created and authorized by CGSI SAS could carry out. Likewise, DonDominio will not be responsible for the orders that would have been executed in response to the requests that such users could make through the Client Area.

In any case, if it were determined that DonDominio has breached its part of the contract due to an inefficient service during a certain period, the responsibilities would be limited to the refund of the money charged for the service during said period, provided that such inefficiency is attributable to DonDominio. The causes beyond DonDominio, including fortuitous cases and force majeure, will not be attributable to you. In no case does DonDominio accept liability arising from loss of data, loss of profit, business interruption or any other damage caused by an improper operation of the service by CGSI SAS.

DonDomain will back up data from servers. However, in case of an accidental deletion of data, it will not guarantee its total reset, because in the time between the last copy and the deletion, the data have been changed.

4. TREATMENT POLICY PROTECTION OF PERSONAL DATA OF TITUARES.

The holder of the information that he / she performs in any form stored in the digital platforms of CGSI SAS., Will result in authorizing the CGSI SAS. By means of the framework constitution of Article 15 of the Political Constitution of Colombia, Law 1581 of 2012, Law 1266 of 2008, Regulatory Decrees 1727 of 2009 and 2952 of 2010, Decree Regulamentario partial of 1377 of 2013. According to the Organic Law 15 / 1999, dated December 13, Spain, on the Protection of Personal Data And in accordance with the principles of legality, purpose, freedom, veracity of information and transparency, circulation, restriction, security and reliability, to use such



information for purposes Commercial and data collection, which will be stored and guarded by the servers of the provider of HOSTING AND DOMAIN DONDOMINIO <http://www.dondominio.com/legal/>

Exercising the protection policies in accordance with LAW 1581 OF 2012 AND ITS DECREE 1377 OF 2013 OF COLOMBIA AND ORGANIC LAW 15/1999, OF DECEMBER 13 OF SPAIN. Data collection of sensitive information according to the rules named in this document will be safeguards under the constitutional framework.

So CGSI SAS. It guarantees its users the right to know, update and rectify the data provided to DONDOMINIO. As responsible for its treatment. Right that may be given to unauthorized persons for commercial purposes. You can request proof where the owner authorizes this use. Be informed by CGSI SAS what the end of your data. You can present before the control and monitoring bodies any petition that goes against Law 1581 of 2012. Request the deletion of the data, when these are not in accordance with the treatment and concordant standards. Access your data free of charge. CGSI SAS, does not solicit data from minors, so it will not be responsible.

DONDOMINIO, through CGSI SAS, undertakes to guarantee the exercise of Habeas Data to the data subject, to keep a copy of this authorization, to inform the holder of the purpose of the information collected. Protect information and its preservation under the principles of non-adulteration, loss, consultation, use or unauthorized access. Update or rectify the information at the request of the holder. It will respect security conditions and privacy of information according to the rules that concern us, inform the monitoring and control entities of any breach of security, which is why only the previously authorized information can be processed. For this reason, I authorize CGSI SAS to directly or through the person who selects the data processing, for the internal commercial and administrative purposes, since I am the owner of the information that will be stored in the databases of DONDOMINIO, will be Owned by the user who can, through CGSI SAS, be able to obtain information or request any modification or deletion in the mail pqrs@colombiangrowerssolutions.com with the subject "habeas data". All according to the Information duly registered in the Spanish Agency for Data Protection, as reflected in the document stored at <http://www.dondominio.com/>. And in Colombia according to the parameters of the Superintendency of Industry and Commerce RNBD

The USER / CUSTOMER / VISITOR exonerates CGSI SAS for the omission of information and data treatment in an appropriate manner and under the Colombian, Spanish and European Union Digital Normative Framework by DONDOMINIO, in addition it exhorts CGSI SAS to deliver information without Authorization in the following cases, Information required by a public or administrative entity in the exercise of their legal functions or by judicial order, Data of a public nature, Medical urgency, catastrophe or health. Treatment of information authorized by law for historical, statistical or scientific purposes. Data related to the Civil Registry of persons.

You can only exercise the rights of "TITULAR", who truthfully accredits your identity in sufficient form by the various means that CGSI SAS makes available to you, for the successors of the holder, who must prove such quality, by the representative and / or Proxy of the holder, previous accreditation of the representation or empowerment and By stipulation in favor of another or for another. The purpose of the use of the data provided in the forms provided by CGSI SAS, against its

collaborators, contractors, employees, clients or interested parties, are framed within the legal framework, will be necessary to fulfill the social, missionary and View the company. In the case of sensitive data, they will be used when:

- When the holder has given his authorization through the different forms of the platforms with the purposes according to their commercial objective, except in cases in which the law does not request their authorization for the treatment and storage.
- The treatment is vital to safeguard the interest of the holder of the data and is physically or legally incapacitated, for which only the legal representative may give authorization.
- Treatments carried out in legitimate activities and with constitutional and normative guarantees by foundations, NGOs, associations or any other non-profit making organization whose purpose is political, philosophical, religious or trade union, exclusive to its members.
- Treatment for a judicial process.
- For cultural, statistical or scientific purposes suppressing the identity of the holder.
- No treatment or capture of data of minors without the authorization of a person responsible and over 18 years, which will only be processed data of public nature respecting the interests of minors according to the legal nature of Colombia, Ensuring fundamental rights.

5. FUNCTIONALITY AND ACCEPTANCE

Within the Digital Platforms, the parties may access the information of CGSI SAS, terms and conditions, security policies, make a pan of the services that are offered, you can register as User, Suppliers or Provider and / or Service Providers , Accepting the terms and conditions herein. If you do not accept the terms and conditions "obligatory and binding", you will not be able to register in the Digital Platforms, in case of any interaction, it will exempt CGSI SAS from any liability. This corporate purpose of CGSI SAS., Complies with the purpose of offering services among others as expressed in the COMMERCIAL OBJECT of the company. Creating an interaction and possible trade ON LINE, facilitating the approach between CGSI SAS and USER / CUSTOMER / VISITOR

a. ACCESS SERVICES BY REGISTRATION.

CGSI SAS does not register or login, to access services such as Who We Are, consulting, strategies, Contact, Blogs or their SOCIAL NETWORKS. Nor should you register to download information of your interest in the different DIGITAL PLATFORMS PROPERTY OF CGSI SAS. Contrario sensu if registration and login are required to access e-commerce services or registration to academic activities, so by entering this link, the user can obtain a guide to do in these cases.

b. FUNCTIONALITY OF DIGITAL PLATFORMS

Our digital platforms have different types of functional profiles

- **Administrator:** In the case of the contents and structure of the web pages: www.colombiangrowerssolutions.com and www.cgs-i.com, profile with the authority to consult and manage companies, employees of the system, consult and manage the services of agentamiento System queries and access to system service types, you can query and manage system users, you can check system payments, you can approve system ratings, create data protection policies, delete and create users. According to the policies contained in <http://www.dondominio.com/>
- **Administrator:** In the case of content and structure in Social Networks we are subject to the policies set out in the different platforms, where CGSI SAS has accounts. According to the Colombian Framework's Digital and Information Protection Policies.
- **Sub Administrator** CGSI SAS performs this function in front of the administrators because it owns and enjoys the use of different social media, exercising full autonomy over contents, information, structure and management of the Digital Platforms.
- **Registered User:** are those users who are registered through databases registered according to the data protection policy of Colombia and Spain, who in their role may be able to exercise autonomous functions according to the profiles CGSI SAS has created Or create for them. According to the information and the role associated with an account.
- **Visiting user:** access the information described in the fifth number (5) called FUNCTIONALITY AND ACCEPTANCE without previous authentication in the system

- c. **CONTENT OF EACH PROFILE. CGSI SAS** does not have information gathering roles through forms to be able to create roles according to the type of user that enters the **DIGITAL PLATFORMS**

6. DIGITAL PLATFORMS SERVICES POLICIES

- a) CGSI SAS, is not an employment agency.
- b) CGSI SAS, has no liability for wrongful acts.
- c) CGSI SAS, guarantees that the services listed in its Digital Platforms will be carried out in a relevant and efficient manner, any anomaly or civil and / or criminal liability caused by the execution of the service by CGSI SAS towards its USERS, CUSTOMERS, OR VISITORS.
- d) CGSI SAS releases any legal action to its CLIENTS, USERS or VISITORS in labor matters due to the relationship that exists with employees or employees.
- e) CUSTOMERS, USERS OR VISITORS accept unilaterally and with voluntary consent to receive publicity and notifications of CGSI SAS, in their emails registered in the databases attached to the Digital Platforms.
- f) The information gathered by the CGSI SAS Digital Platforms will be safeguarded in accordance with COLOMBIAN, SPANISH AND EUROPEAN UNION policies.
- g) The products or services offered by CGSI SAS are not for illegal purposes, its commercial activity is fully regulated in the Colombian Legal Framework, for which reason it is exempted from any criminal claim made by the Judicial Bodies.

- h) In case the User, Client or Visitor acquires a service or product through the Digital Platform, the value may vary.
- i) For misuse or notification within SAS CGSI applications, no money or service will be returned.

7. OBLIGATIONS OF USERS, CUSTOMERS AND VISITOR ON DIGITAL PLATFORMS,

CGSI SAS, is exempt from any responsibility that causes the user in the use of Social Networks, website, applications etc, illicitly or improperly, however, within the DIGITAL PLATFORMS owned by CGSI SAS, persons who access or register Your data in any of the ways that "SITES" have, you must:

- a. They must read and understand the terms and conditions agreed on the website www.colombiangrowerssolutions.com.
- b. They will not be able to use the different DIGITAL PLATFORMS, to carry out illicit or improper actions that infringe on the fundamental rights of the people or of third parties that access or plan the Digital Platforms.
- c. Comply with COLOMBIAN AND SPANISH POLICIES AND STANDARDS concerning issues of civil, criminal, labor, commercial liability in accordance with the digital policy according to these countries.
- d. Do not use DIGITAL PLATFORMS to:
 - False or misleading content.
 - Content that encourages, discriminates, defames, offends or obscures hatred or violence against a person or group of people because of their origin or belonging to a specific ethnic group, country, race or religion, or because of their gender, sexual orientation Or disability
 - Affects privacy or public order.
 - Violated the legal provisions regarding the press or the protection of minors.
 - Harm to third parties.
- e. The users of the DIGITAL PLATFORMS, undertakes not to use engines, software, direct or indirect agents, malicious systems to perform searches that harm the operation or impairment of these SITES.
- f. The user must assume any total or partial responsibility that is caused directly or indirectly according to the collection of evidence of any improper use or that causes damage to CGSI SAS.
- g. No USER, CUSTOMER OR VISITOR can not access or attempt to access without authorization other computer systems from the SITES owned by CGSI SAS.

8. CONTRACTUAL RELATIONSHIP BETWEEN CGSI SAS AND PARTS.

- a) **CGSI SAS** and **USERS, CLIENTS AND VISITORS**, have a relationship in which CGSI SAS, autonomously offers the service derived from its commercial object

described in the upper part of this document, from which you can obtain information or acquire them by means of Its SITES, in order to execute the object of incorporation of CGSI SAS, the DURATION of any act of commerce will be according to the complexity of the delivery of the result. The VALUE AND PAYMENT will only be made with the information that CGSI SAS provides in its invoices issued to the mail that has been damaged by the CUSTOMER OR USER.

- b) **OBLIGATIONS OF THE USER.** Authorize CGSI SAS to be use of its information for commercial purposes, to pay within the established value informed, not to hold CGSI SAS SAS responsible, for illicit acts or damages that are caused by its omission or irresponsibility, to EXONER to CGSI SAS of any By means of the products that it offers and sells, it will not be able to make commercial agreements with the personnel of CGSI SAS, in case of acquiring any product through the Digital Platforms CGSI SAS is exempted once this one sent the acknowledgment of Sent of the product through certified mail, not responding for losses, dents or robberies and any act that can not be perceived by CGSI SAS personnel. The service and commercial object of CGSI SAS ends the moment it sends by certified mail or delivery to the CLIENT the product purchased.
- c) **CGSI SAS AND VISITORS, VISITORS** do not have a contractual agreement directly with CGSI SAS, for which reason CGSI SAS is exempted from any civil, labor or criminal liability for acts committed by them within CGSI SAS's Digital Platforms, however. Any claim that is perceived or reported to CGSI SAS by third parties will release CGSI SAS to initiate the corresponding judicial actions in Colombia or Spain.
- d) **CGSI SAS AND VALUES AND FORMS OF PAYMENTS.** Digital Platforms will describe the product or service, its characteristics and value (which may vary at the time of receiving the invoice in your mail) according to what is stated in this document.
- e) **CGSI SAS OBLIGATIONS AGAINST THE PAID**
 - A. Respect the value agreed on the invoice
 - B. Receive payments where stipulated in the invoice issued and sent to the mail informed by the buyer
 - C. Comply with the delivery or delivery of the service or product to the buyer according to the established by the SUPER-FINANCIAL.
 - D. Enable a savings account in a bank RECOGNIZED BANK IN COLOMBIA
 - E. Do not refund money for returns.
 - F. CGSI SAS as well as the banking entity do not have responsibility for erroneous transactions

9. GUARANTEES

In the matter of civil, labor or criminal responsibility between the different service relations, CGSI SAS is only responsible with the buyers or acquirers of its services or products, whether

USERS, CUSTOMERS OR VISITORS, in the event that the Contractual relationship, liability that will be remedied by reimbursing the money paid or canceled by the USERS, CUSTOMERS OR VISITORS

- **CAUSES FOR REINTEGROS, CGSI SAS will refund the monies paid in the following cases and as long as the collection evidences no doubt reasonable responsibility of CGSI SAS.**
 - For criminal or bad faith acts of CGSI SAS that are proven
 - Delivery of products or services in poor condition
 - The products or services do not comply with the requirements and characteristics stated in Digital Platforms
 - For breach of trust,
 - CGSI SAS, shall NOT be responsible for damages and / or losses and / or losses that the USERS, CUSTOMERS OR VISITORS through their products

- **WARRANTY CLAIM. CGSI SAS, by normative and usual mercantile rule, the guarantee for the service that is given to USERS, applies in the following cases in which the service provider must respond:**
 - Warranty only applies to services or products purchased by digital platforms.
 - You must process it within the next 24 hours to purchase the service or product.
 - You must send an email with the subject GUARANTEE CLAIM to the email garantias@colombiangrowerssolutions.com, commenting your case and attaching that I buy, the characteristics and images of the product object of the guarantee.
 - Within the mail should be your data name and surname, phone, email, address, city, invoice number.

Once you have sent the mail with the information requested, CGSI SAS staff will contact you within forty (48) hours via your email or telephone. Who will take his testimony again, verify the case and give a solution to his nonconformity according to the following:

- Product change
- New service execution

If the USER OR CLIENT again submits a complaint on the same subject, they must again send an email to garantias@colombiangrowerssolutions.com with the subject

If the USER OR CLIENT again submits a complaint on the same subject, you must send an email again to garantias@colombiangrowerssolutions.com with the SECURITY CLAIM FOR SECOND TIME case, CGSI SAS staff, will contact you again in the course of forty

48) hours through your email or phone. Who will take his testimony again, verify the case and give a solution to his nonconformity

- Cash Back

10. CONTRACTUAL PURPOSE

The aforementioned Terms and Conditions constitute the agreement between each of the parties involved for the purpose of the contractual object of CGSI SAS, respecting its digital platforms, leaving without validation any previously written or verbal acts. If the contractual and regulatory provisions are invalidated because they go against the Colombian regulatory framework and their mercantile custom will be limited or eliminated to the minimum extent necessary for the Terms of Service to continue to be enforceable. If any of the parties can not exercise their rights, obligations and duties, it will not be considered a waiver of continuation of the other faculties.

11. LEGAL FRAMEWORK

This agreement is governed by the laws of the Republic of Colombia. Disputes and other disagreements that are caused will be resolved by Arbitration Tribunal in accordance with LAW 640 OF 2001, composed of one (1) Single Arbitrator. In case the parties do not agree with the choice of the arbitrator, it will be designated by the Arbitration and Conciliation Center of the Chamber of Commerce of Bogotá, at the request of either party. The Court shall rule in law. In accordance with the policies of Resolution of Conflicts of the SPANISH FRAME

12. ACCEPTANCE OF TERMS.

This declaration of Confidentiality and Data Protection is subject to the CGSI SAS terms and conditions. Thus, it constitutes a legal agreement between all the interveners enunciated in the present writing. If any individual or national or foreign company uses the services of CGSI SAS, it means that you have read, understood and accepted the terms above. If you do not agree with them, you have the option of not providing any personal information, or not using the CGSI SAS service.