

TERMS AND CONDITIONS PORTAL - FUNDACIÓN BOLÍVAR DAVIVIENDA

These Terms and Conditions regulate your rights and obligations regarding the use of the **FUNDACIÓN BOLÍVAR DAVIVIENDA PORTAL** (hereinafter, “**The Portal**”) and the services and information provided through The Portal.

Your use of the software, its content, information and services provided by The Portal are excluded and will not interfere with other services that **GRUPO EMPRESARIAL BOLÍVAR, FUNDACIÓN BOLÍVAR DAVIVIENDA** and/or **FUNDACIÓN CULTIVA EL ARTE Y LA CULTURA** may provide you pursuant to any other agreed upon written arrangement.

If you require additional information or have any questions regarding the operation of The Portal, you may contact us through the email address info@fundacionbd.org. An FBD member will respond.

By accessing The Portal, browsing and/or using the services offered in it, you agree to have read, understood and accepted without any type of reservation, and you are bound by these Terms and Conditions, the Personal Data Processing Policy and the Privacy Policy of **FUNDACIÓN BOLÍVAR DAVIVIENDA** and of **FUNDACIÓN CULTIVA EL ARTE Y LA CULTURA**, constituting a legal and binding agreement. The General Terms describe your rights and obligations in relation to The Portal’s generality and the different services, programs and information that, in general, are offered within the Portal (hereinafter, the “**Services, Programs and Information**”). On the other hand, the Specific Terms describe your rights and obligations regarding specific sections of The Portal. Ignorance of its content will not be grounds for exoneration for non-compliance.

These Terms and Conditions contain the following sections:

- A. General terms
 - 1. Information
 - 2. Content and functionalities of The Portal
 - 3. Use of The Portal
 - 4. Use restrictions of The Portal
 - 5. Authorizations that you grant
 - 6. Copyright
 - 7. Other industrial property assets
 - 8. Limitation of liability and warranty
 - 9. Information security
 - 10. Non-compliance and compensation

11. Changes to The Portal's content
12. Changes to these Terms and Conditions of use
13. Effectiveness
14. Applicable law

- B. Specific terms
1. Services and calls.
 2. Completion of forms.
 3. Training processes.
 4. Benefits.
 5. Publications.
 6. Payment button.

A. GENERAL TERMS

1. INFORMATION

FUNDACIÓN BOLÍVAR DAVIVIENDA is a foundation incorporated under the laws of Colombia, identified with Tax Identification Number (NIT for its acronym in Spanish) 860.076.173-2, domiciled in the city of Bogotá D.C., which for the purposes of these terms will be denominated as "FBD". The terms "You", "User", "your" or "yours", properly refers to the person who accesses The Portal and/or uses its Services, Programs and Information, whereby it is understood that the agreement included in these Terms and Conditions of Use of The Portal has been entered into.

The General Terms apply to the entirety of The Portal, without prejudice to the fact that the provisions of the Specific Terms apply for some of its sections.

2. USE OF THE PORTAL

By using The Portal, you accept:

- a. To use The Portal, the Services, Programs and Information exclusively for the purposes stipulated in (i) the Terms and Conditions and (ii) the current and future legal and regulatory standards that are applicable to the use of the services provided by The Portal. Some Services, Programs and/or sections of The Portal have special terms and conditions, which are an integral part of these Terms and Conditions.
- b. To use The Portal, and its Services, Programs and Information exclusively for private and personal purposes related to your status as User.

- c. To respect and ensure that others respect FBD's copyright and intellectual property rights and that of the other Users of the service offered by El Portal, and with regards to all content found on The Portal.
- d. That the entry and use of The Portal is the sole responsibility of you and each of the Users of The Portal.
- e. The Portal's Services will be regulated by the contracts or regulations or by the legal norms that are applicable to them, as well as the commercial custom.

3. USE RESTRICTIONS OF THE PORTAL

You undertake to use The Portal in a diligent, correct, lawful manner and, especially, you undertake and oblige NOT TO PERFORM any of the acts described below:

- a. Engaging in any activity that interferes or interrupts the services or the servers and networks connected to them.
- b. Reproduce, duplicate, copy, sell, resell, license, distribute, commercialize, modify, adapt, translate, decompile, disassemble, violate technological security measures or perform reverse engineering of The Portal for any purpose, neither by itself nor through third parties, unless expressly provided otherwise in a separate agreement between you and FBD.
- c. Reproduce, duplicate, copy, represent, transform, modify, adapt, communicate to the public, sell, license, resell, distribute, commercialize, by any means or procedure; nor use in another website, mobile or any computer or digital environment, the content of The Portal, the Services, Programs and Information, without FBD's prior and express consent.
- d. Delete, evade, manipulate or violate in any way or through any procedure, The Portal's technological protection measures.
- e. Collect, collect or process in any way the personal data of The Portal's Users, and any other information that is included in The Portal, either manually or through any technological means, including the use of robots, spiders or any other manual or automatic devices or process to retrieve, index or extract data and information.
- f. Use, by itself or through an intermediary person, personal data or any other type of information found on The Portal, for commercial or non-commercial purposes, including, but not limited to, uses such as: distribute, reproduce, copy, transmit, broadcast, modify, transform, communicate to the public, make reports, create a database, sell, license, rent, send unsolicited messages or spam, and regardless of its purpose, without FBD's prior and express authorization.

- g. Use any type of tool or technological device that may overload, deteriorate, disable or cause damage to FBD's servers and technology, or that prevents the normal use or enjoyment by The Portal's Users.
- h. Slander, abuse, harass, stalk, threaten or in any way violate FBD's legal and/or fundamental rights and of The Portal's other Users, including copyright and other intellectual property rights.
- i. In relation to The Portal, transmit or make available any virus, worm, Trojan horse, time bomb, web insect, spyware, or any other computer code, file or program that can or is intended to cause computer damage or hacking the operation of any hardware, software, or telecommunications equipment or any other actual or potentially harmful, disruptive or invasive purpose.
- j. Use The Portal, its Services, Programs and Information, or any content in general, for non-personal or commercial purposes, without FBD's prior and express authorization.
- k. Infringe FBD's copyright or any other intellectual property right or any of The Portal's Users, with any of their actions within The Portal.
- l. Use the Services, Programs and Information, and, in general, The Portal's contents, for purposes or effects contrary to these Terms and Conditions, the law, morality, generally accepted good customs and/or the public order.
- m. FBD reserves the right to block, suspend or disable your access to The Portal, the Services, Programs and Information, and in general, to The Portal's content, at any time and for any reason that FBD deems convenient and reasonable in its sole and absolute discretion.

4. AUTHORIZATIONS THAT YOU GRANT

You declare and guarantee that, regarding any information or content that you insert or publish on The Portal, you possess all the rights, including intellectual property rights, over all the information and content, and/or that you are authorized to insert or publish said information and content.

You authorize FBD to use your information and content on The Portal, for statistical, administrative and marketing purposes, for the rendering of the Services and Programs offered therein and for any internal FBD procedure.

By continuing to use The Portal, you acknowledge that when you publish, insert or supply information or content to The Portal, you grant FBD a non-exclusive, sub-licensable, transferable, irrevocable use license, worldwide, for a maximum protection term in each country of the world, to carry out the reproduction, public communication, availability, editing, modification, translation, digital storage, electronic storage and inclusion into databases.

You acknowledge and agree that FBD may use computer tools for automatic data collection, including cookies, to store the information derived from your use of The Portal, in order to improve the browsing experience on The Portal, the Services, Programs and Information offered, facilitate the legitimate flow of information and allow validations that allow you to access The Portal's different functionalities.

You grant FBD an authorization for the processing of your personal data, by itself or through third parties that contribute or execute actions necessary for the rendering of the Services and Programs, their improvement, quality monitoring or validation, including: the data that you provide to FBD through any Service or section of The Portal, including, but not limited to: Type of natural person or legal entity, name, identification, type and identification number, email, gender, nationality, country, department, city, marital status, address, telephone, type of organization, mission purpose, members of the board of directors, position, professional card, financial statements, detailed and financial information of the projects, documents of incorporation, summary of the resumes of the project participants, amount of partners, investment requirements, required sources of financing, number of collaborators, digital presence, passport number; city, department and date of birth; EPS, ARL, prepaid medicine, RH, allergies, medication, medical condition, type of diet, size of uniforms, instrument they play, instrument brand and reference, instrument owner, fields of professional projection, wishes in the participant's social projection, maximum educational level reached, institution and c, profession/occupation, university, degree obtained, second language, official certification obtained, languages to strengthen, participation in other orchestras, ensembles, projects and groups, internet use for educational purposes, tastes regarding digital training and networking platforms, special needs in terms of learning and self-training, type of volunteer, company to which the volunteer belongs, participation as a company partner or co-founder, information on the assistant, experience and preferences in mentoring, hobbies and interests, years and details of professional experience, armed force and weapon to which the social action belongs to, partnership conditions, previous work with Grupo Bolívar, section it covers, type of investor, experience as an entrepreneur, investments made, companies in which they have invested, average amount of investment, profits or losses of the investments, interest in investing, capital available to invest in risk capital, equity willing to designate for angel investments, participation in programs for investors, participation preferences in La Fundación's programs, partnership conditions, sources of financing, main allies, link to audition video; as well as the data that is collected by computer tools for automatic data collection, including cookies.

This authorization for the processing of personal data will continue in full force and effect even after you decide to stop using The Portal and until you send a communication to FBD informing your decision to revoke this authorization for the processing of personal data through the channels established in the FBD Privacy Policies found on the website <https://www.fundacionbolivardavivienda.org/wp-content/themes/fundacionbolivar/pdf/politicas/Manual-de-Politicas-y-Procedimientos.pdf> and are an integral part of these Terms and Conditions.

5. COPYRIGHT

All the computer, graphic, literary, advertising, photographic, multimedia, audiovisual and design material, as well as all the content, texts and databases, or any other work that is made available to you through The Portal, is exclusively owned by FBD, or in some cases, by third parties who have authorized FBD to use or exploit it. Likewise, the use on The Portal of some materials or works owned by third parties is expressly authorized by law or by said third parties. All the contents on The Portal are protected by the rules regarding Copyright and by all applicable national and international rules.

Therefore, any act of copying, reproduction, digital storage, transformation, modification, edition, translation, creation of derivative works, sale, distribution, publication, public communication, availability, at any time and by any means, is expressly prohibited, including but not limited to, physical, mechanical, electronic, digital or virtual means of The Portal's content without the prior and express written authorization of FBD, or of the copyright data subject.

In no case do these Terms and Conditions confer rights, licenses or authorizations to perform the previously prohibited acts. Any unauthorized use of the contents will constitute a violation of this agreement, of the current copyright rules and of any other provision that may be applicable.

By these Terms and Conditions, you commit not to modify The Portal's software in any way, by yourself or through a third party.

6. OTHER INDUSTRIAL PROPERTY ASSETS:

All trademarks, banners, logos, commercial names and any other distinctive signs, as well as utility models or industrial designs and other elements of industrial or intellectual property inserted, used or displayed on The Portal, are the exclusive property of FBD or of the companies

that are part of GRUPO EMPRESARIAL BOLÍVAR, and in some cases are owned by third parties who have expressly authorized FBD for their use or exploitation.

The use that the User makes of The Portal in no case may be interpreted as a concession or granting of any authorization, license, transfer or any other right to use or dispose of Intellectual Property in any way, without FBD's prior written permission or of the owner of said rights.

Any unauthorized use will constitute a violation of these Terms and Conditions, and of current national and international regulations regarding Intellectual Property.

7. LIMITATION OF LIABILITY AND WARRANTY

FBD does not guarantee The Portal's availability and continuity, of its functionalities, Services, Programs and Information that are provided through same.

FBD will not be responsible, under any circumstances, for the compatibility of The Portal's operating system with the operating system of the mobile device on which you access The Portal.

To the extent permitted by current laws, in particular those existing on consumer protection, FBD is excluded from any liability for damages of any kind that may be due to The Portal's lack of availability, accessibility or continuity of operation and of the services provided; in the event that The Portal's Services and/or Programs are not available, Users may contact FBD through the email info@fundacionbd.org.

8. INFORMATION SECURITY

In compliance with its policy and guidelines regarding Information Security, FBD informs that The Portal is subject to the same and that, in compliance with the regulations regarding information security management issued by the Financial Superintendence that oversees it, The Portal adopted the standards required by this authority.

9. NON-COMPLIANCE AND COMPENSATION

Without prejudice to the provisions set forth in Law, you undertake to indemnify and hold FBD, its employees, officials and agents, harmless from and against all claims, damages, expenses, damages, losses and liabilities that arise as a result of the violation of these Terms and Conditions.

10. CHANGES TO THE PORTAL'S CONTENT

At the discretion of FBD, information regarding the Services, Programs and Information may vary for various reasons. Therefore, FBD reserves the right, at any time, to review, modify or update said information, without this being understood as a breach to these Terms and Conditions.

11. CHANGES TO THESE TERMS AND CONDITIONS OF USE

FBD may, at any time, review, modify and update these Terms and Conditions. Your continued use of The Portal, after the Terms and Conditions have been modified, signifies your acceptance of the updated Terms and Conditions.

Given that FBD could modify these Terms and Conditions at any time, as well as its Privacy Policies, which are understood to be included in these Terms and Conditions, we recommend that you review them periodically. If you disagree with the amendment or update made by FBD, you must discontinue all subsequent use of The Portal.

12. EFFECTIVENESS

These Terms and Conditions constitute the integral Agreement between you and FBD, and regulate your use of The Portal. If any part of these Terms and Conditions is considered unenforceable or void by a judge, that part must be interpreted in accordance with applicable law, and the remaining parts of these Terms and Conditions will remain in full force and effect.

If FBD ceases to apply any right or provisions of these Terms and Conditions, such fact will not constitute a waiver of that provision or any other provision of these Terms and Conditions.

13. APPLICABLE LAW

The Portal, the Services, Programs and Information contained in The Portal will have the following applicable legislation and regulations:

- a. These Terms and Conditions. In case of inconsistency between the General Terms and Specific Terms, the provisions of the General Terms will prevail.
- b. The rules contained in the GRUPO EMPRESARIAL BOLÍVAR website.
- c. The terms and conditions for each Service or Program, if applicable.
- d. Colombian legislation.

B. SPECIFIC TERMS

This section contains specific provisions on some of the Services and Programs that may be accessed through The Portal. This section is an integral part of the Terms and Conditions. In case of contradiction or controversy, the provisions of the General Terms will prevail.

1. SERVICES AND CALLS

Each of the Services and calls that appear on The Portal has terms and conditions that regulate them, and which are an integral part of these Terms and Conditions. Therefore, if any aspect is not specified in said terms and conditions, it must be interpreted in accordance with the provisions of these Terms and Conditions.

2. COMPLETION OF FORMS

In this section you will find all the forms enabled in The Portal in order to access its Services and Programs. For example, single registration form; social investment projects application; event registration; payment button donation; PQRS (Contact us program). User data that is collected for the completion of such forms will be processed in accordance with what is indicated in the AUTHORIZATIONS THAT YOU GRANT section of the General Terms.

3. TRAINING PROCESS

- a. In this section you will find (i) an e-learning platform; (ii) information and access for training processes with partners; (iii) information and access for open training processes with entry by email; and (iv) tour preparation facilities.
- b. To access it, The Portal has the necessary authorizations for the User to designate a username and password. The User data that is collected for the previous appointment will be processed in accordance with what is indicated in the AUTHORIZATIONS THAT YOU GRANT section of the General Terms.
- c. The training processes will be evaluated by the User.
- d. Regarding the training processes with partners, FBD clarifies that the information contained in The Portal is published for informational purposes. Thus, FBD does not endorse the providers that are referenced in this section. Consequently, FBD, FUNDACIÓN CULTIVA EL ARTE Y LA CULTURA nor GRUPO EMPRESARIAL BOLÍVAR will be responsible, individually or jointly, before the users of said programs or the services provided by these partners.

* This section excludes anything related to Inversión Social Cultivarte.

4. BENEFITS

To access the different benefits that FBD has provided on the Portal, Users must fill out a form. The data that is collected will be processed in accordance that indicated in the AUTHORIZATIONS THAT YOU GRANT section of the General Terms. FBD will measure the impact of the benefits through The Portal.

5. PUBLICATIONS

This section will include different types of publications and legal documentation. This section is for informational purposes only, hence in no way will FBD be held responsible for the accuracy of the data found therein. Similarly, FBD will update the information provided therein within the timeframe it deems appropriate, without failure to update same being understood as a breach of the Terms and Conditions by FBD.

6. PAYMENT BUTTON

User may perform payments by opting for an electronic means of payment (Credit or Debit Card). FBD, by virtue of the technology adopted, does not store or preserve credit or debit card data, which when supplied in the payment gateway are encrypted, making them impossible to know during the payment process.

Electronic payments through the Portal are made through payment gateways with high computer security standards, which complies with the certifications required by banks and payment networks operating in the country. Therefore, your transactions are safe.

Payments made by credit card are subject to approval by its issuing entity and to compliance with the transaction security parameters defined by FBD. FBD reserves the right to reject the transaction when it is not approved by the credit card issuer and/or does not comply with the security and fraud prevention parameters defined by FBD.

FBD's information system stores each of the transactions carried out therein; thus, once payment is made, the User will receive proof of the transaction (invoice) and the information of the performed transaction in the email provided at the time of payment on The Portal. The invoice that is generated as a result of the performed transaction must be kept in the event of a claim.

Prior to formalization, in Credit Card payments, FBD, for reasons of User security and fraud prevention, will validate the legality of the transaction by following a set of protocols for these

purposes. In this sense, it is possible that the transaction is not approved, in which case the User will be informed, to whom the entity issuing the means of payment will refund the money. Any claim against the refund of the money shall be made to the issuing entity of the means of payment, given FBD does not receive any proof of payment when the transaction is not validated.

Users accept that, when entering and using the Portal, they expressly adhere to the Terms and Conditions described herein and grant their consent and acceptance. These Terms and Conditions may be consulted on the Portal, at any time, and will be updated, as necessary.