

# TERMS AND CONDITIONS OF THE ASIMETRIX WEB SITE

The website Asimetrix is property of ASIMETRIX S.A.S; global agricultural data company that provides analytical solutions and services to animal protein producers, using cloud computing, sensors and automatic learning to improve productivity and effectiveness on farms. The purpose of this site is to inform about the products and / or services provided by ASIMETRIX.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE CONTINUING TO USE THE WEBSITE.

The use of this website is free, as long as you comply with the terms and conditions established here. The website may be used by natural persons over 18 years of age. Children under 18 may only use this site provided they have the prior consent of their parents, guardians, or legal representatives. In the event that minors use the website, it will be understood that they have this consent.

## ACCEPTANCE OF TERMS AND CONDITIONS:

1. By browsing or using this website, it is understood that you have read, understood, and accepted these terms and conditions of use, of which you are fully aware.
2. By browsing or using this website, it is understood that you know and accept our **Policy of Protection of Personal Data and Habeas Data**, which is available for your consultation in this Web. This Privacy Policy is a part of these terms and conditions. Acceptance of these terms and conditions implies that you also have full knowledge and accept such policy. In the event that you believe that you have any reservations about these terms and conditions, about our Privacy Policy, or that you cannot fully comply with them, you must refrain from continuing the use of this website.

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ASIMETRIX grants visitors to this website a limited license to access and make personal use of the website including the content available through it. In no case shall this authorization be construed as a license on intellectual property rights, business secrets, or any other right that is related to this website and the contents that appear in it.

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Any use other than herein authorized in this license including the creation of links to this site requires the express written consent of the website owners. This authorization is conditioned to the acceptance and compliance of these terms and conditions, as well as other terms that are expressly established in the respective authorization.

In the event there are materials or creative content that can be downloaded or accessed through the site, its use must be made in accordance with the terms and conditions forth herein.

#### **USE OF THIS SITE DOES NOT ALLOW:**

- a.** Use of the website for commercial purposes to obtain in return any profit or commercial advantage, private monetary compensation, or other form of profit, with the exception of the benefit reported by the use for which it was conceived by its holder. This prohibition includes the collection of information published on or through the website.
- b.** To apply technological measures that limit, control, alter, modify and / or restrict in any way the use for which this website was conceived, and the content published in it.
- c.** To use without proper authorization or otherwise infringe rights of the company that owns the website, as well as third parties, especially intellectual property rights, private property, personality rights, habeas data, among other rights.
- d.** Use of the website for acts that are illegal or contrary to good faith and public order, such as harassment, defamatory acts, violent, fraudulent, malicious, intimidating, pornographic content that promotes xenophobia, terrorism, discrimination in any form of expression, the consumption of alcoholic beverages and narcotic drugs, or any other act that threatens human rights.
- e.** To introduce or disseminate in any way or procedure computer viruses, malicious code, or any other application or system that damages, disables, overburden, or otherwise damages the operation of the website and could cause damages in any software and / or hardware of the holder of the website or of third parties that use this.
- f.** To use false personal information or property of third parties, to carry out the impersonation or usurpation of positions or functions that take place in the company to which claimed to belong, or any other form of deception.
- g.** Use of the website in the massive sending of repeated messages, invasive advertising of any client, brand or page, or any form of SPAM, including



information with political content.

### **INTELLECTUAL PROPERTY RIGHTS:**

The software, including the HTML code used in the website and other computer applications, the website design, the creative content of the website, including scientific articles, texts, photographs and images, graphics, audiovisual works, button icons, audio clips, databases, multimedia, the selection and arrangement of this content; as well as trade names, logos, product and domain names, and other published distinctive signs, graphic symbols, screen images, graphical user interfaces, search engines, other technical Internet tools and other creations, information or materials that are created, compiled, published and / or supplied on this site are susceptible to be protected by intellectual property rights, are owned by ASIMETRIX and third parties who have licensed or assigned the rights they hold.

These creations are protected by the laws of Copyright, Patents and Utility Models, Industrial Designs, Trademarks, distinctive signs and / or by other special laws and international treaties adopted and signed by the Republic of Colombia. The period of protection of these rights will be established during the legal protection of the respective intellectual property rights.

### **THE USE OF THIS WEBSITE DOES NOT ALLOW:**

- a.** Use of the copyright, trademarks, and other intellectual property rights of the owners of the Network or third parties, without the proper authorization.
- b.** To remove, change, or hide the materials, contents, information, and other creations used on the website protected by copyright, trademarks, and other distinctive signs and other intellectual property rights, whether these rights are owned by ASIMETRIX or third parties. This prohibition includes the use of framing techniques, metatags, or any other "hidden text" to include or use trademarks, logos, or other distinctive signs that appear on the website. Use the network to offer advertisements or other commercial or sponsored content, create, send or deliver advertisements or other activities or commercial or sponsored content that do not have the authorization of ASIMETRIX., As well as create connection of products or services that are not of this company causing false and / or misleading confusion among consumers and / or website visitors.
- c.** Create derivative services without the authorization of ASIMETRIX, which includes the granting of sub-licenses, incorporation of the website into other services other than those created without authorization from the owner, as well as performing any other type of act that may be considered unfair competition.
- d.** Create links and hyperlinks to other Internet, Intranet, or Extranet sites, whether direct or simple, surface or deep, assembled, frames or otherwise, in an isolated or systematic way.

e. Any other use that implies an infringement of the intellectual property rights of ASIMETRIX or third parties.

### **INTELLECTUAL PROPERTY OF THIRD PARTIES:**

The website uses materials, creations, and information that may be protected by intellectual property rights of third parties. These publications are made without bad faith. If you believe that there is any use of these contents that may constitute an infringement of these intellectual property rights, you must notify our company in the shortest time possible to remove such content from the site. To make this notification, it is necessary that you communicate with our company through the following means of contact: Phones (+57 4) 604 15 00, (+1 919 321 21 99) E-mail: [info@asimetrix.co](mailto:info@asimetrix.co); and provide the following information: i) accuracy of the content whose use you consider to be in violation of these intellectual property rights; ii) clear description of why you believe there is a violation of these rights; and iii) your contact details, name and surname, postal code and email address, telephone number, cell phone number, among others. Please note that notifications that are made in bad faith may lead to the requirement of corresponding liability for damages.

### **USE OF COOKIES, PIXELS, AND OTHER SIMILAR TECHNOLOGIES:**

The use of cookies and similar technologies is done for security reasons (security authentication and website integrity), to provide and enable products and services, as well as to understand, measure, and improve products, services, and advertisements, among other functions such as performance.

### **PERSONAL DATA PROTECTION:**

The visitor and / or customer acknowledges that with the use of the website they AUTHORIZE ASIMETRIX in a free, express, unequivocal, and informed manner in the terms of current legislation, to be able to collect, store, use, circulation, deletion, and in general the processing of your personal data, including sensitive data, biometric data and other data that can be considered sensitive and personal. The authorization is granted for the treatment to be carried out in accordance with the purposes established in the **Policy of Protection of Personal Data and Habeas Data**, consulted on the website [www.asimetrix.co](http://www.asimetrix.co), which declares to know and accept, and especially, those related to the development of the contractual management process of products and services that ASIMETRIX requires for its operation.

Likewise, declare that you know your rights to know, rectify, include, exclude and update any information related to your personal data, query or claim related to your treatment, it may be submitted verbally or in writing to ASI-METRIX, as the person in charge and / or in charge of the treatment, through the following service channels: Phones (+57 4) 604 15 00, (+1 919 321 21 99) E-mail: [info@asimetrix.co](mailto:info@asimetrix.co)



## **RESPONSIBILITY:**

The use of this website is carried out under the responsibility of the visitors and / or customer, according to its availability, "as is", consequently the owner of this website does not offer any express or implied warranty, in the damages and detriment that may be caused by: information, content, materials, products (including any software) or services included or otherwise available through the site, including linked content through links and hyperlinks, typing and / or typographic errors content; unavailability and / or interruption, technical errors, imperfections, delays in the site, malicious viruses and computer programs, advertising content computer programs, advertising content whose advertisement does not belong to the owner of the site; personal data supplied incorrectly by the holder; among other causes that could cause you to affect the use of the website, loss of content, data, information, as well as any other direct, indirect, or accessory damage.

## **COMMUNICATIONS:**

Any communication related to these terms and conditions of use of the website, will be considered validly received if it is sent by registered letter, with express confirmation of reception to the following email: [info@asimetrix.co](mailto:info@asimetrix.co)

## **APPLICABLE LAW:**

For all effects these terms and conditions of use are governed by the laws in force in the Republic of Colombia.

## **SETTLEMENT OF DISPUTES:**

The differences, controversies or claims that may arise in relation to the validity, enforceability, interpretation, application, execution, and non-fulfillment or resolution of these terms and conditions of use, as well as the handling and use of the website, the contents that appear in it, and the services rendered by it, will be amicably resolved through alternative mechanisms of conflict resolution, attending to the mission and objectives that the website pursues.

If the parties fail to agree on the type of dispute settlement mechanism that will be used or fail to reach agreement on the dispute, difference, or claim, they will go to the ordinary jurisdiction. The dispute, difference, or claim shall be resolved in accordance with the laws in force in the Republic of Colombia.

## **MODIFICATION:**

ASIMETRIX reserves the right to modify these conditions and terms of use without prior notice and at any time. In this case, it will publish on the site a new version of these terms and conditions and the date of entry into force of these changes. Even if ASIMETRIX publishes on the website the realization of

these changes, it is your responsibility to keep informed on the changes made in these terms and conditions, so we suggest you periodically review them. If, once these terms and conditions have been modified, with the publication on the website you continue browsing or using the website it is understood you have read, understood, and accepted these terms and conditions of use, of which you have full knowledge.

### **TERMINATION:**

Failure by the visitor of any of these terms and conditions of use will lead to the exclusive termination of the authorization for use of the website. In this case the visitor is obliged without any requirement to i) immediately cease the use of this website and ii) destroy any material, content, and / or information that is related to this website. All this without prejudice to the legal actions that in law are appropriate to obtain compensation for the damages that such breach has generated.

### **VALIDITY:**

These terms and conditions are valid from their publication. If any or several provisions of these terms and conditions become invalid or lose it, this will not affect the validity of the other dispositions.