



## Privacy Policy

**Privacy Policy – Golondrina SpA.** These privacy policies (the “Privacy Policies”) regulate the manner in which Golondrina SpA, a stock company created under the laws of the Republic of Chile, represented in this act by Mrs. María Josefina Correa Jeria, with legal address at Camino la Golondrina No. 5108, commune of Lo Barnechea, (“hereinafter Comiuniti”), will treat the personal information and personal data of the users of the Platform, understood as such the educational establishments through their responsible personnel and the guardians, tutors, supporters or curators of the current students of each establishment.

These Privacy Policies describe, in detail, the manner in which Comiuniti collects, uses, protects and shares the Personal Data and Personal Information of its Users, in accordance with Law 19,628 on the Protection of Private Life.

Comiuniti will ensure that these Privacy Policies are known to all those who access and use the Platform, guaranteeing their access.

The Privacy Policies will enter into force upon acceptance by the User and will remain in force until the User revokes the authorization for their processing. The revocation must always be in writing and will not have retroactive effect, without prejudice to the User being able to request the total deletion of his/her data.

Comiuniti may modify these Privacy Policies at any time, and will notify Users by sending emails, text messages (SMS), WhatsApp or other means, attaching the updated version of the Privacy Policies. Likewise, it will inform about the update of the Privacy Policies on the main page or website or other sections of the Platform, in order to keep Users always up to date. In accordance with applicable law, by using the Platform after having received such notification by any of the aforementioned means, it is understood that the User accepts the updates to the Privacy Policies.

Users may always decide whether or not to accept the changes to the Privacy Policies. In the event that the User does not accept the new Privacy Policies, the link between the User and Comiuniti will be dissolved and the Personal Information and Personal Data of said User will not be used in any way other than that which corresponds to the Privacy Policies duly accepted. Likewise, if the User so requests, said information may be permanently deleted from Comiuniti’s records.

Please read these Privacy Policies carefully before accessing and/or using the Platform or registering on it.

## **FIRST. Collection of Personal Data and Personal Information of the user**

**1.1** In order to use the Platform, Users must complete a registration (the "Registration") with Personal Data such as full name, national identity card or unique tax identification number, email address, home address, telephone number and, in the case of the student, his/her full name, national identity card, year of birth, certificates and any other information that is necessary or corroborates the pre-filled information, for correct identification and use that may be requested and is necessary for the correct use of the Platform. (the "Personal Information").

**1.2** Furthermore, during the use of the Platform, Users will provide Comiuniti with information regarding their opinions and interests, queries and information regarding their use.

**1.3** Users undertake to indicate their Personal Data in the Registry in an exact, precise and true manner or to corroborate and ratify the same, as well as the obligation to update their Personal Data each time a modification occurs.

**1.4** The Personal Data entered by the User in the Registry must be accurate, current and true at all times. Comiuniti reserves the right to request any additional proof and/or data in order to corroborate the Personal Data indicated in the Registry and to suspend, temporarily and/or permanently, any User whose data could not be confirmed. Notwithstanding the foregoing, Comiuniti is not responsible for the accuracy of the Data entered in the Registry, since they are supplied or corroborated by the User and are his/her sole and exclusive responsibility, but there will be verification mechanisms to reduce the risk of the same. In this sense, the User guarantees and is responsible, in any case, for the veracity, accuracy, validity and authenticity of his/her Personal Data.

**1.5** The Personal Data provided by the User will be integrated into a personal database for which Comiuniti is responsible. Likewise, the Personal Information of the Users will be collected and used in the manner described in these Privacy Policies.

## **SECOND. Personal Account.**

**2.1** Once the Registration is completed, Comiuniti will grant the User a personal account to access the Platform. The User will access his Comiuniti account by entering an email address and once logged into the platform, he will be asked for his national identity card or his DNI plus an Alphanumeric password of at least 8 characters. In case

If you forget your password, you can request its recovery, receiving this information in your associated email.

If the identity card entered is not associated with any educational establishment (such as guardian or staff), the latter may request that it be incorporated into the platform Comiuniti to your Establishment, being contacted by specialized Comiuniti personnel for these purposes. Prior to registration, users will only have access to a "demo" of Comiuniti, which will explain what the platform consists of, and may request the registration of the respective educational establishment.

**2.2** The Account is personal, unique and non-transferable, and it is expressly prohibited for the same person to use it. User registers more than once or has more than one Account. In the event that Comiuniti detects or reasonably considers that different Accounts contain matching or related data, it may cancel, suspend or disable all related Accounts without this implying any right to claim from any of the Users of said Accounts, as this could be considered as an indication of fraud.

**2.3** Users will be solely responsible for the care and proper use of their Account.

**2.4** The User who registers with Comiuniti and maintains an Account expressly consents that Comiuniti may have access, at any time, to all the information contained in his/her Account, including, in particular but without limitation, his/her Personal Data, and Personal Information about his/her opinions, interests, and any other information that allows for the creation of spaces for improvement in the different communities, any other content hosted in the use of his/her Account and in the Data Registry.

### **THIRD. Use of Personal Data and Personal Information**

**3.1** By accepting the Privacy Policies, the User declares that:

You authorize Comiuniti to collect, process, use and share your Personal Data, in accordance with these Privacy Policies and Law No. 19,628 on the Protection of Private Life.

You authorize Comiuniti to compile and process your Personal Data and Personal Information for the purpose of developing constant improvements in the user experience, offering services and ultimately generating greater benefits in the communities, based on your opinions and interests, queries or any other information derived from its use.

You acknowledge and agree that Comiuniti may disclose, share or transfer, in whole or in part, your Personal Data and Personal Information with its parent company, related parties or affiliated companies, in order to generate improvements, new services and benefits on an ongoing basis.

You expressly authorize Comiuniti to store, save and process your Personal Data, in accordance with Law No. 19,628 and the Comiuniti Data Privacy Policy.

You authorize Comiuniti to communicate your Personal Information and Personal Data for the purpose of complying with applicable regulations and cooperating with judicial and/or governmental authorities, to the extent that Comiuniti, at its discretion, deems it necessary and appropriate in relation to any investigation of an unlawful act or fraud, infringement of industrial or intellectual property rights, or other activity that is illegal or that may expose Comiuniti or the Users to any legal liability. This right may be exercised by Comiuniti for the purpose of cooperating with compliance and enforcement of the law, regardless of whether there is no judicial or administrative order to that effect.

**3.2** Comiuniti will collect, use and share your Personal Data and Personal Information in order to provide security to Users and ensure that the Services are provided correctly.

In this way, Comiuniti may use the information collected to:

1. Create and update the User Account.
2. Verify the identity of the User.
3. Verify the veracity of the Users' Personal Data.
4. Process and/or facilitate two-way communication between users.
5. Allow the Platform's technical support service to contact the Establishments or guardians, tutors or curators of the students.
6. Conduct surveys, research and analysis regarding the provision of the Services, and interactions between users.
7. Offer new products and/or services to the community.

#### **FOURTH. Security and Storage of Personal Data**

**4.1** Comiuniti will process the Personal Data of its Users in accordance with the provisions of Law No. 19,628 on the Protection of Privacy and always respecting the full exercise of the fundamental rights of Users.

**4.2** Comiuniti considers the Personal Data and other Personal Information of its Users as an asset that must be protected from any loss or unauthorized access, and will therefore take all precautions to safeguard it by implementing effective computer security mechanisms, using industry standards regarding the protection and confidentiality of your Personal Information.

**4.3** However, and considering that the Internet is an open system, with public access, Comiuniti cannot guarantee that unauthorized third parties may not eventually overcome security measures and use the User's Personal Information and/or Personal Data in an improper manner.

**4.4** Comiuniti is not responsible for illegal interceptions or violations of its systems or databases by unauthorized persons, nor is it responsible for the improper use of information obtained by such means.

**4.5** All Personal Data will be stored in a file or personal data medium owned by the Platform.

**4.6** Comiuniti will not sell, lease or share the Personal Data or other Personal Information of its Users, except in the ways established in these Privacy Policies.

**4.7** Comiuniti will retain the Personal Data and Personal Information of Users for a period of 2 years, in order to safeguard and be able to resolve possible disputes or claims, detect problems or incidents.

#### **FIFTH. Right of Access, Modification, Rectification and Deletion of Personal Data.**

**5.1** Users may exercise their rights to access, modify, rectify and delete their Personal Data, including their email address and contact number, as well as to oppose the processing of such data and to be informed of any international assignments and/or transfers of their Personal Data, in accordance with the provisions of Law No. 19,628 on the Protection of Privacy.

**5.2** The request for access, modification, rectification and/or deletion of Personal Data must be made directly through the Platform in your user profile.

#### **SIXTH. Minors**

**6.1** Usability and its different functions will correspond directly to the educational establishment and the parents, guardians, supporters or curators duly registered on the Platform.

**6.2** Comiuniti reserves the right to verify, by the means it deems most appropriate, the actual age of any User, in the event of reasonable doubt.

**6.3** If a User is suspected or found to be under 18 years of age and has falsified the data required to have a duly registered account with Comiuniti, the latter may deny access to the platform, without the User having the right to any claim.

under-age.

#### **SEVENTH. Legal Requirements**

**7.1** Comiuniti will cooperate with the competent authorities and other third parties to ensure compliance with current regulations, for example, in matters of protection of intellectual property rights, fraud prevention, among others.

**7.2** In this regard, Comiuniti may disclose the Personal Information and Personal Data of its Users if required by competent judicial or governmental authorities, for the purposes of investigations conducted by them, even if there is no executive or judicial order or subpoena, as well as in the case of criminal investigations, fraud or investigations related to computer piracy or the violation of copyright. In such situations, Comiuniti will collaborate with the competent authorities in order to safeguard the integrity and security of the community of its users, whether they are educational establishments, guardians or any other entity or natural person that uses the Comiuniti system.

**7.3** Additionally, Comiuniti reserves the right (and Users expressly authorize it to do so) to communicate information to entities or third parties when there are sufficient reasons to consider that the activity of a User is suspected of attempting or committing a crime or harming other people.

June 20, 2022.