



Terms and Conditions of Use

These terms and conditions hereinafter; (the "Terms and Conditions") which will be applicable to the users of the platform according to each profile, which regulate the access and/or use that is made in Chile of the virtual platform Comiuniti, composed of a website or web platform for educational establishments and an app or application for mobile devices for users who are Guardians, Tutors, Holders or Curators, hereinafter (the "Platforms"), made available by the company la Golondrina SpA, which is a stock company created under the laws of the Republic of Chile, with legal address at Camino la Golondrina N°5108, Lo Barnechea hereinafter Comiuniti".

Comiuniti facilitates intermediation between natural persons, either directly between guardians or with one or more educational establishments, hereinafter (the "user" or "users"), optimizing communication between the different profiles of the platform, whether natural or legal persons, information that is displayed on the Platform with respect to educational establishments and the different profiles that interact within it, Comiuniti being a third party intermediary between educational establishments and the guardians, tutors, supporters or curators of students who are duly enrolled and correctly registered according to established requirements.

Through Comiuniti, the following information will be made available privately, in relation to the access and functionalities of the different profiles that interact with each other within the platform; whether in the communication of News, Events, Activities, Surveys, Communications Notebook, course information, student information, teachers at all levels, department heads, administration managers, nursing, psychopedagogues and psychologists, director, sponsors, owners, guardians and any other profile or information agreed upon between Comiuniti and the educational establishment, which allows for a correct provision of the service and operates as an effective channel of communication and information between the parties.

Please read these Terms and Conditions carefully before accessing and/or using the Comiuniti Platform.

FIRST. Obligation to Accept the Terms and Conditions

1.1 These Terms and Conditions expressly replace any prior agreement or commitment between the user/Proxy and the Comiuniti platform. The user, Proxy/Educational Establishment, is obliged to read them correctly and will declare that they accept them when creating an account on the Comiuniti Platform, and must comply with the complete completion of the information requested in the respective form.

1.2 By accepting these Terms and Conditions, access and use of the Comiuniti Platform by the different profiles is regulated, allowing use of the same in accordance with the different functionalities validated for each of them, allowing correct navigation within the platform.

1.3 No natural or legal person may use the Platform as a user, or perform any action, without having previously accepted these Terms and Conditions, and without having accepted the Comiuniti Privacy Policies.

1.4 Registration on the platform expressly implies that you are aware of and accept these Terms and Conditions. Likewise, the mere use of the Platform as a properly registered user.

1.5 By accepting the Terms and Conditions, the user accepts and acknowledges that certain information may be disclosed, which allows for correct usability, depending on the profile assigned within it through different means, whether digital, communications, videos, writings, posts, stories or any other means that allows improving the experience and effectiveness in the delivery of information between the parties.

1.6 If you do not accept these Terms and Conditions, you will not be able to access the Platform or request the Services and information of the educational establishment, guardians, supporters, curators and students within it.

1.7 Comiuniti reserves the right to immediately terminate or modify these Terms and Conditions, as well as to stop offering or deny access to the Platform to one or more users, whether in whole or in part, if they in any way violate the terms and conditions, or misuse the platform, in relation to the material they share, mistreatment or any other act that affects morality and good customs. In the event of such violation, and considering that users are aware of the terms and conditions, they will not have the right to any claim.

1.8 All information disclosed within the same will be the exclusive responsibility of the natural or legal persons who use it, exempting the Comiuniti platform from said information. Likewise, all information entered through the Comiuniti platform, originating from a correctly registered profile to another, will be understood as received, and the guardian/educational establishment must personally exercise due diligence in viewing the content and in delivering one or more responses to the requests between the parties in a timely manner.

SECOND. Registration of Attorney, Guardian, Supporter or Curator

2.1 To use the Comiuniti Platform as a Guardian, Tutor, Supporter or Curator of a minor, you must register as a user, supplementing the information of the minor student, indicated in the registration form (the "Registration") with your personal data such as; Full name, identification number or national identity card, email address, home address, telephone number, which are necessary for the correct use of the Platform (the "Personal Data"). The user/Guardian undertakes to indicate in the Registration his/her Personal Data and that of the student(s).

in an exact, precise and true manner or to corroborate and ratify the information in the event that the data of the respective students are pre-loaded by the educational establishment, at the time of registration. They also have the obligation to update their Personal Data, each time a modification occurs to them, for which the Comiuniti platform will send a reminder to the profiles to update data internally on the platform or through the channel it deems appropriate.

2.2 To be a registered user as a Guardian, Tutor, Supporter or Curator of a minor, you must have a Smartphone with an IOS or Android operating system to use the mobile application and an Internet connection. In the case of access by an Educational Establishment user through the website, you must only be a registered user and have Internet access.

2.3 Once Registration with Comiuniti is complete, the User will be granted a personal account to access the Platform with the password chosen by said profile (the "Account"). The User accesses his/her Account by entering his/her identity card or DNI and his/her chosen personal security code, which will be in an alphanumeric format for protection purposes. The Account is personal, unique and non-transferable, and it is expressly prohibited for the same User to register more than once or have more than one Account. In the event that Comiuniti detects or reasonably considers that different Accounts contain data that suggest that it is the same person with more than one account, it may cancel, suspend or disable all related Accounts without prior notice, and without this implying any right to claim from any of the holders of said Accounts. The User will be solely responsible for the care and proper use of his/her Account, as well as for keeping his/her access codes protected.

2.4 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, at any time, any additional proof and/or data in order to corroborate the Personal Data indicated in the Registry and to suspend, temporarily and/or permanently, data that do not match those registered in the account of said User or with the data preloaded by the educational establishment. 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. In this sense, the user guarantees and is responsible, in any case, for the veracity, accuracy, validity and authenticity of his/her Personal Data. The Personal Data provided by the user will be integrated into a personal database for which Comiuniti is responsible, and the User will have at all times the rights enshrined in Law 19,628 on the protection of personal data, and only that information will be used for the purposes expressly stated in these terms and conditions, which allow the correct and normal use of the platform.

It is noted that the data provided by the User may be delivered to the corresponding authority by virtue of a judicial resolution or by express order of the corresponding supervisory entity.

2.5 Comiuniti, at its sole discretion, may cancel the Registration and/or Account of a particular User/Consumer at any time, unilaterally, for violation of these Terms and Conditions and in general for misuse of the platform in accordance with the

shared content, mistreatment, or any other action that may violate the rights of third parties within it.

THIRD. Profiles of the Comiuniti platform

3.1 The User may find, on the Platform/mobile app, access to various functionalities according to his/her profile, which are published therein.

3.2 Types of users and their functions:

a) Profile of the Guardian, Tutor, Supporter or Curator.

Features:

- View, comment, save, like or tick news, events, and respond to polls on the app/website.
- Register for activities, services provided by the establishment and other external providers that may be made available to you through the platform.
- Send messages in a two-way manner, according to your requests to the establishment and vice versa, according to your permissions.
- Authorize binding documents, through your digital authorization of school documents, information, trips, vaccinations, use of images, videos, or any other material determining their correct usability.
- Receive information about the educational establishment and its students within it.
- Share your information and contact details with the educational establishment and the authorized community.
- Some profiles such as the parent center and course delegate or any other duly authorized person may also generate information, such as news, events, activities, communications, emergencies, among others.

b) Educational establishments:

Features:

- View, comment, respond, save, create, publish and edit all news, events, surveys and communications on your own establishment's website.
- Create activities, services for the establishment and other suppliers.
- Be able to register/delete and modify users and students in these same accounts.
- Send messages to other network users, according to their permissions, reply, redirect any message.
- Generate general documents, school documents, information, trips, vaccinations, use of images, and report by any digital or physical means that serves as an authorized backup.
- Receive information from the school, its students, guardians or any authorized profile, for these purposes.

- Share your information and contact details with the school and the community or communities within the platform.
- View all reporting on the activity of platform users according to your establishment.

FOURTH. Responsibility in the use of the Comiuniti Platform

4.1 The User/s may only access the Platform through authorized means, upon prior acceptance of these Terms and Conditions and successful approval of the registration process.

4.2 The User/s are the sole and exclusive responsible for: (i) the use of their Account; (ii) the veracity and completeness of the Personal Data entered in the Registry; and, (iii) the information provided through the Platform.

4.3 The User/s undertake to make appropriate and lawful use of the Platform in accordance with current legislation, these Terms and Conditions, morality and good customs and public order regulations.

4.4 By accessing and using the Platform and during the provision of the Services, the User agrees and undertakes to:

- Use the Platform for your personal use, accepting that you are not authorized nor do you have the necessary powers to transfer, in any way, your Account to a third party.
- Do not authorize third parties to use your Account, taking full responsibility for the acts that any other person performs in your name and/or through your Account, with or without your consent, releasing Comiuniti from all liability in this regard.
- Not to assign or otherwise transfer your Account to any other person or entity.
- Do not use, without proper authorization, an Account that is subject to any rights of a third party or entity.
- Safely and confidentially store your Account password and any identification provided to allow you to access and use the Platform from the same.
- Do not attempt to access, use and/or manipulate Comiuniti and community data.
- Do not introduce or spread computer viruses or any other physical or logical systems that may cause damage to the Platform.

Comiuniti may temporarily suspend its service for a maximum period of 5 business days, in whole or in part with respect to any of the functionalities in order to improve the experience of the user(s) within it, with the educational establishment and the different profiles being notified via email of said suspension, and said period may be extended up to a maximum of 15 business days in the case of an update. For these purposes, due care will be taken to cause the least delay in its normal operation, carrying out this type of update outside the hours of the associated educational establishments, as far as possible.

Some profiles, such as the parent center and course delegates or any other authorized profile, may also generate additional information regarding news, events, activities and communications on the platform.

FIFTH. Passwords and account security

5.1 You hereby acknowledge and agree that you are solely responsible for maintaining the confidentiality of your passwords associated with any accounts you use to access the Services.

5.2 Accordingly, you agree that you will be solely responsible to Comiuniti for any and all activities that occur under your account.

5.3 You agree to immediately notify Comiuniti of any unauthorized use of your password or account that you become aware of by sending an email directly to the Comiuniti support platform, in order to take all necessary measures to prevent unauthorized access and provide a new password to the affected user.

SIXTH. Types of information and their respective formats

6.1 You hereby acknowledge that all information, such as data files, written text, computer programs, music, audio files or other sounds, photographs, videos or other graphic material, which you have access to as part of or through the use of the Comiuniti Services is the sole responsibility of the person who created such content.

6.2 You hereby acknowledge that by using the Services you may be exposed to Content that you believe to be offensive, indecent or objectionable and that you therefore use the Services at your own risk.

6.3 You agree that you are solely responsible, and that Comiuniti disclaims all liability to you or any third party, for all Content created, transferred or posted through the use of the Platform Services, as well as for the consequences arising from your actions, including any loss or damage caused to Comiuniti.

SEVENTH. Responsibilities

7.1 It is expressly stated that Comiuniti will not be liable for any loss, damage or harm, whether direct or indirect, suffered by the User, since Comiuniti only provides a technology Platform, as a third party intermediary facilitating communication between the different profiles.

7.2 Comiuniti shall not be held liable for any breach by the User for damages and/or losses, direct or indirect, that may arise as a result of the provision of the Service and is obliged to hold Comiuniti and/or its parent company, related persons, partners, directors, managers, employees, administrators, advisors and/or consultants harmless from any claim and/or expense that may be incurred for such concepts.

EIGHTH. Intellectual and Industrial Property Rights

8.1 The User acknowledges and accepts that all intellectual and industrial property rights over the contents and/or any other elements inserted in the Platform (including, without limitation, trademarks, logos, trade names, texts, images, graphics, designs, sounds, databases, software, flow charts, presentation, audio and video or any other material within the platform, belong to and are the exclusive property of Comiuniti.

8.2 Comiuniti authorizes Users to use, view, print, download and store the contents and/or elements inserted in the Platform exclusively for their personal, private and non-profit use.

8.3 The User undertakes not to carry out any modification, disclosure or supply act on the Platform that may affect its normal operation.

8.4 Any other use and/or exploitation of content and/or other elements inserted in the Platform other than those expressly provided for herein shall be subject to prior written authorization from Comiuniti.

NINTH. License for use of Comiuniti by Educational Establishments.

9.1 Comiuniti grants you a personal license to use each educational establishment with which you have a prior commercial agreement, this being non-exclusive. The software provided by Comiuniti as part of the Services is granted for the sole purpose or end of allowing you to use the Services offered by Comiuniti and benefit from them to the different profiles, as stipulated above.

9.2 Unless you have been granted written permission by Comiuniti, you may not assign or sublicense your rights to use the Software to any third party other than a party to a commercial agreement and on a per-license basis.

TENTH. Applicable Law and Jurisdiction

10.1 These Terms and Conditions, as well as the relationship between Comiuniti and the User, and the educational establishment, will be governed and interpreted in accordance with the legislation in force in the Republic of Chile.

10.2 For all legal purposes, the parties establish their domicile in the commune and city of Santiago de Chile, and in the event of a conflict between the parties, they extend their jurisdiction to their ordinary courts of justice.