



Fundación Kodea Terms and Conditions

Kodea informs all those who access www.kodea.org of the following Terms and Conditions, to safeguard the security, confidentiality, and privacy of users, donors, collaborators, and/or visitors to this website.

I. General Aspects:

These Terms and Conditions regulate the access and use by any user of the website www.kodea.org (the "website"), a free platform made available to users for the purposes and objectives specified therein.

The Terms and Conditions will be understood to be incorporated into all acts, services, and any type of use or navigation carried out through the website, regardless of the form of access. The mere act of browsing and/or using the Website assigns the condition of User to the person performing it and implies acceptance of these Terms and Conditions in their entirety. Consequently, if any user disagrees or does not accept these "Terms and Conditions," they must refrain from using the website and/or any other service or actions offered on it.

Kodea reserves the right to modify the Terms and Conditions at any time at its sole discretion, so the User must carefully read the Terms and Conditions each time they access the Website. Generally, for access and use of the Website, User registration will not be necessary. However, the use of certain services, acts, and/or applications will be subject to prior User registration.

II. Information and Personal Data Processing:

To ensure the proper use of the information collected through visits to the specified website, in terms of data collection and the provision of information to third parties, the following points are indicated:

Information Collected:

Kodea collects user and/or visitor data information when you use websites, mobile applications, perform actions, and complete forms or other interactions and communications with us, through two mechanisms:

1. **Automatic Mechanisms:** Through computer processes carried out to generate records of the activities of website visitors, aiming to establish patterns of activity, navigation, and audience, which do not involve the personal identification of those users and/or visitors who access www.kodea.org, nor do they imply direct or indirect association with the information collected or with any identified or identifiable person. Consequently, Kodea



reserves the right to use such aggregated and statistical information solely to establish criteria that improve its content and allow the initiative to be disseminated.

2. Manual Mechanisms: Through formal and express requests for information from applicants, donors, users, and/or visitors to the portal, involving the collection of data or other forms of processing, such as name, surname, address, email, occupation, etc. Providing personal data to apply for training programs, contests, donations, or other actions or activities of Kodea is entirely voluntary, as is the information provided in contact forms to receive information. When necessary, specific information may be requested to process a request or make a delivery or billing. In these cases, explicit and written consent from the data subjects is requested, indicating the purpose for which their personal data is being requested.

Use of Collected Information:

Personal data provided by Users during authentication and registration processes, or when completing forms for various purposes, aims to identify the User who establishes a relationship through the website and/or social networks. We use this information to provide the best possible service, particularly to maintain a user record, handle requests when applicable, record donations, and improve our platform and activities.

The User must read, understand, and accept the conditions established in the Terms and Conditions and other documents incorporated by reference. By accepting the Terms and Conditions, the User declares: a) That they have read and understand the content, and b) authorize and grant Kodea the rights to use the declared data for statistical and measurement purposes.

The personal data entered by the User must always be truthful. Users will be responsible for the accuracy and authenticity of the personal data provided on the website and will be liable for the consequences and damages arising from the inaccuracy or non-compliance in the submission of this information.

By simply providing their data, the User expressly authorizes Kodea to process the provided personal data for the purposes indicated in these Terms and Conditions and in each specific case, in accordance with Article 4 of Law 19,628 on the Protection of Private Life. Data will not be transferred to third parties without consent, except in cases where there is a legal obligation or an act or resolution of authority that so determines.

Personal Data is processed and stored on servers or magnetic media that maintain high standards of physical and technological security and protection. The User has the right to obtain information about whether Kodea is processing their personal data. Any User who provides their data through the website or social networks has the right to access, rectify, cancel, clarify, and other rights granted by Law 19,628, and may also revoke their authorization for the use of Personal Data. For these purposes and any other request or complaint, contact Andrea Viada at aviada@kodea.org.



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Kodea reserves the right to cancel a registered User when, at its sole discretion, it considers that the Terms and Conditions have not been complied with, or if the personal data provided is doubtful, or for any other reason, without being obliged to justify the reasons for its decision and without generating any right to compensation or reparation for the User affected by that determination.

Cookies:

Our website uses cookies to identify the pages visited and their frequency. This information is used solely for statistical analysis and then permanently deleted. You can delete cookies at any time from your computer, but they help provide a better service on websites. You can accept or decline the use of cookies; if declined, you may not be able to use some of our services.

III. Donations and Contributions:

Users of the website www.kodea.org can make contributions to Kodea and contribute through donations to the development and execution of its Projects. Donations and transactions made through Kodea's website are subject to these Terms and Conditions, as well as the current Chilean legislation, particularly Law No. 19,628 on Protection of Private Life, Article 46 of D.L. No. 3,063 of 1979 on Municipal Revenues, Law No. 19,496 on Protection of Consumer Rights, and other applicable regulations.

Donations will be made to the Fundación para la Inclusión Tecnológica Kodea, which will be the recipient and donee institution. Donations will be made under Article 46 of D.L. No. 3,063.

To donate, the User will be redirected to a payment page where the available means for making the donation will be clearly indicated (bank transfer, debit card, credit card via webpay system, or another option offered by the page). Transactions will be carried out under a Secure Site system. Users acknowledge and accept that Kodea is not part of the transaction and has no control over the donation amounts or the payment page where the transactions are made. Donors declare that the funds for the donation come from their patrimony, obtained legally, that they have full capacity to contract, and that, in the case of legal entities, they have sufficient corporate authorizations for their execution.

Kodea commits and obliges to comply with all obligations, especially tax obligations, arising from the receipt of donations.

IV. Intellectual and Industrial Property:

All contents of the Website, understood as including, but not limited to, texts, photographs, graphics, images, icons, technology, software, links, and other audiovisual or sound content, as well as its graphic design and source codes, are intellectual or industrial property of Kodea or third parties, as the case may be, without being understood as transferred to the User any of the exploitation rights recognized by the current regulations on intellectual property over them. Likewise, the trademarks, trade names, or distinctive signs are the property of Kodea or third-party holders, without being understood that access to the Website grants any rights over them. Any intrusion, attempt, or activity that violates or is contrary to the intellectual and/or industrial



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property laws will give rise to the pertinent legal actions, the sanctions provided, as well as the responsibility to compensate for the damages caused.

V. General Conditions of Use:

1. All Users are obliged to use the Website and all its content in accordance with the law, morality, public order, and these Terms and Conditions that apply in each case. They are also obliged to make proper use of the services and/or content of the Website and not to use them to carry out illegal activities or constitute a crime, that violate the rights of third parties and/or infringe the regulation on intellectual and industrial property, or any other legal regulations that may be applicable.

2. Kodea does not guarantee continuous and uninterrupted access and use of the Website. The Website may eventually be unavailable due to technical difficulties or internet failures, or for any other circumstance beyond and not attributable to it. In such cases, efforts will be made to restore it as quickly as possible without this implying any responsibility for damages or losses of any kind produced in the User due to failures or disconnections in the telecommunications networks that cause the suspension, cancellation, or interruption of the Website service. It is up to the User to have adequate tools for detecting viruses.

3. FAQs: The answers to frequently asked questions published on the website constitute a generic description that only has general informational purposes. The answers to frequently asked questions do not refer to all possible legal, tax, or other consequences related to Users' participation. The answers to frequently asked questions do not imply in any case advice from Kodea. The Terms and Conditions will always prevail over the content of the information related to Frequently Asked Questions.