

TERMS OF USE

" PRISUS APPLICATION AND SERVICE "

1. GENERAL INFORMATION

Prisus is a service, from now on, "Prisus Service" that, by downloading an application on your mobile device, onwards, the "Application" allows the user to make a photographic record and provide it with referenced geolocation, including date, time and place where it was captured. Simultaneously, the Application automatically sends the photographic capture to one or more previously determined devices by the user. The purpose of the Prisus Service is to provide the user with a deterrent tool for situations of danger, helping to avoid potential aggressions.

The following are the terms and conditions of use that regulate the Prisus Service and its Application, as well as the Privacy and Cookies Policy, relating to the processing of personal data of the User, all referred to, hereinafter, as the "**Conditions of Use**".

Downloading the application on your device and/or further use will involve the acceptance by the user, the content of the Terms of Use listed below. If, after knowing this information, the User does not agree with the Conditions of Use, he will not have the right to use the Prisus Application and Service. Therefore, the use of this service without observing these Terms, may entail the imposition of civil and criminal penalties in accordance with the applicable legislation in each territory where they are acquired.

These Terms of Use constitute the contract subscribed by the User and the developer in relation to the Application and the Prisus Service and supersede any other contracts or previous agreements between said parties relating to the Application and the Prisus Service, whether verbal or writings. If you do not agree to the terms, please do not access, use or purchase the service. Thank you.

2. DEVELOPER 'S DATA

The Prisus Service together with its application was developed by **Inversiones Leebrond Chile Limitada**, hereinafter "Leebrond", company of the denomination spin, unique tax role number 76.225.210-4, domiciled in Avenida Américo Vespucio Sur number

960, commune of Las Condes, city of Santiago, Metropolitan Region, Chile.

The use of the Prigus Application and Service is recommended for people over 18 years of age. If you are a minor or incapable, we recommend you inform and consult to your parents or legal guardians when transmitting information to other Users, through the Prigus Application and Service.

The Conditions of Use constitute the contract subscribed by the User and Leebrond, in relation to the Application and the Prigus Service, and supersede any other contracts or previous agreements between said parties relating to the Application and the Prigus Service, whether verbal or writings.

3. DOWNLOAD THE APPLICATION

The application is available for download through the App Store and Google Play, where the User may find detailed information about the Prigus Service, including: a description of its main features and characteristics; the technical requirements for its development and installation (operating system, supported devices, etc.); access to our website, etc.

To download the Application and Prigus Service, you must have a device ("Device") using one of the following operating (or higher) systems: iOS 11.2 for iPhone and Android 5.1. All the devices that support these operating systems have the necessary characteristics for the correct operation of the Application. However, and specifically, the terminals must be able to receive Push Notifications, be able to access the activation of the location and have access to and connection to 3G Data or higher.

4. ACCESS AND DOWNLOAD THE APPLICATION FROM APPSTORE

The following applies to any Application that is accessed or downloaded from the Apple App Store :

- a) The User accepts and agrees that (i) these conditions are subscribed between him and Leebrond only, and not Apple, and; (ii) Leebrond is solely responsible for the Prigus Application and Service originating in the Apple Store and its content. Using the application originating from the App Store must meet the Terms of Service App Store.
- b) The User accepts that Apple has no obligation to offer maintenance and assistance services regarding the Application originating in the App Store.
- c) In the event that the application originating from the App Store violates any applicable warranty, the User may notify Apple and this, in turn, will reimburse the purchase price of the application originating in the App Store, in the

maximum extent permitted by applicable regulations. Apple will have no other warranty obligation with respect to the application originating in the App Store. All other claims, losses, liabilities, damages for detriment, costs or expenses attributable to any breach of any warranty shall be the sole responsibility of Leebrond.

- d) The User and Leebrond accept that Apple is not responsible for resolving any claim that the User raises, or any claim by third parties related to the application originating in the App Store, or its possession and use, such as: (i) claims of responsibility for defective product; (ii) any claim that the App originating in the App Store does not meet any applicable legal or regulatory requirements, and; (iii) claims under consumer protection or similar laws.
- E) The User and Leebrond accept that, in the case of a third party claim consisting in that the application originating in the App Store, or the possession and use by the User of that application, infringes the intellectual property rights of a third party, it will be Leebrond and not Apple, the only responsible for the investigation, defense, resolution and exoneration in relation to any claim for infringement of intellectual property, to the extent required by these conditions.
- F) The User and Leebrond accept and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms and Conditions of Use, and therefore, after its acceptance, Apple will be entitled to demand compliance, as a third-party beneficiary of the same.
- g) Notwithstanding to any other term of these conditions, the User must comply with all the contractual terms of applicable third parties when using the Application originating in the App Store .

5. APPLICATION PRICE

The download of the Application may be made in exchange for the payment of the single and total amount of **US \$ 3.99.-** , through the means of payment that the User selects from those available in the respective Applications Store . Depending on the country from which the payment is made, this could include additional taxes. As consideration for the price, the user is licensed to use the Application and Service Prisus during the period of duration established in these Conditions of Use.

The non - resident user in the United States, authorizes, of course, that the price of the application is billed in US\$ dollars.

Leebrond keeps the right to modify the price of the Prigus Application and Service at any time and without prior notice.

6. RETRACT POLICIES.

The retraction policies in the acquisition of the Prigus application and service will be adjusted according to the current legislation of each country, where they are acquired. In the case of Chile, the provisions of article third bis letter c) of Law No. 19,496 on Consumer Rights will apply, granting the User the possibility of unilaterally terminating this contract within a period of ten days counted from from its celebration, attending the right to demand from the provider, the full refund of the price paid for the Prigus application and service .

Notwithstanding the foregoing, the Appstore and Google Play app stores have their own rebate and refund policies, whose links are presented below:

http://www.apple.com/shop/help/returns_refund

https://support.google.com/googleplay/answer/2479637?hl=en&ref_topic=6046221

7 . USER REGISTRATION

Once downloaded the Application on your Device, the User must proceed to register as User of the Prigus Application and Service , through the creation of an Access Account . Registration as user is a simple process, in which the user must follow the instructions through the Application, providing a range of personal information, username and password to the registry and creating the Access Account to the Prigus Application and Service .

The User's Record will be created on the basis of the personal data provided by the User, or obtained through a public database. The User agrees to provide accurate, current, complete and reliable information and update it if necessary.

Leebrond reserves the right to suspend or cancel the Prigus Application and Service Access Account to any User if it is observed that the User, at the time of the Registration and in subsequent updates, has provided inaccurate, fraudulent, non-current or incomplete information, or that violates these Terms and Conditions of Use.

The User is solely responsible for protecting his / her username and password to access the Prigus Application and Service, and Leebrond does not have any responsibility for any action or activity not authorized by the User. In case of

warning of any irregularity in your Access Account, the User must notify Leebrond immediately.

For any questions regarding the Register as User of the Prigus Application and Service, you can contact Leebrond, through the following e-mail address: **support@prigusapp.com**

8. LICENSE OF USE OF THE APPLICATION

Through these Conditions of Use we grant the User a non-exclusive and non-transferable license, and for the period of duration established in these Terms of Use, to install and use the Application on a Device of its own, with the sole purpose of being able to use the Prigus Service. In no case may the User lease, lend, sell, distribute or sub-license the Application to third parties. Likewise, the User undertakes to eliminate the Application of the Device prior to any transmission of the Device to a third party.

Unless otherwise expressly stated, any use of the Application with a purpose other than that stated above will require prior and express authorization in writing from Leebrond. Likewise, the User will require our prior written authorization to carry out successive versions of the Application or of programs derived from it.

The User is not authorized to decompile, disassemble, reverse engineer, decrypt or in any other way modify the Application and / or its source code.

The related documentation about the Application and/or the Service Prigus provided to the user (user manuals, instructions, these Terms of Use, etc.) are the exclusive property of Leebrond Chile.

9 . SERVICES DELIVERED BY THE APPLICATION

Through the Prigus Service the User may:

- a) Make a photographic record and provide it with referenced geolocation, including date, time and place where it was captured, and;
- b) Send the photographic capture, automatically, to one or more devices previously determined by the user, which will be called "Guardians".

In the Prigus Service, the user decides at all times who wants to share their location, so the only ones that have access to this information, will be those "Guardians", who voluntarily have been selected by the User.

The information corresponding to the location of the User will not be shared by Leebrond with any third party other than those

exclusively and voluntarily chosen by the User. To select the "Guardians" with which the User will share their photographic records and location, the User must follow the steps detailed in The Application, once this is downloaded to his/her Device. Also, at any time you can stop sharing your photographic records and location with other Users. This option will be available at all times .

10. USE OF APPLICATION AND SERVICE PRISUS

The User agrees to use the Application and Service Prigus according with the law, morals, good manners and public order. The User is obliged to abstain from using the Application and / or Prigus Service for illicit purposes or effects, opposed to the provisions of these Terms of Use, harmful to the rights and interests of Leebrond or third parties, or that in any way they may damage, or deteriorate the image or reputation of Leebrond, or prevent the normal use or enjoyment of the services offered by it through the Prigus Service as well as the Application.

The User may only use the Application and / or the Prigus Service for exclusively personal purposes and within the scope established in these Terms of Use.

Leebrond may, in order to improve its service and for the benefit of the User, unilaterally modify, at any time and without prior notice, the Prigus Application and Service, or any substantial aspect thereof, or its operative, technical and operational conditions of use. Similarly, the User, in order to improve both the Application and the Prigus Service, and establish an optimum level of quality, may suggest those modifications deemed useful, as well as obtain any additional information or solve your doubts, complaints or suggestions, by contacting through the email address support@prisusapp.com, without this implying, however, any obligation for Leebrond .

In addition to the foregoing, in particular, but without limitation, the User will refrain from using the Application and / or Prigus Service to:

- a) Harassing or disturbing third parties and/or violating their intimacy or privacy;
- b) Impersonate the identity of other users or third parties;
- c) Spying on other Users or third parties;
- d) To inform third parties of the location of other Users;
- e) Undermine the reputation, image and honor of other Users or third parties;

f) Use it for advertising campaigns, in order to promote products, services or activities of third parties.

The User shall not develop any activity that may cause damage to application and/or Prigus Service and/or its operation and development.

Leebrond reserves the right to block or eliminate the profile, as well as to take pertinent legal actions, in the event that a User contravenes the provisions of this Contract.

11. INTELLECTUAL PROPERTY

All the information contained in both the Application and the Prigus Service, including its graphic design and source code, are protected by copyright and other rights included in the Chilean Legal System and, especially, in Law No. 17,336 on Intellectual Property.

The laws on copyright and trademarks fully protect the Prigus Application and Service. By accepting these Terms, the User accepts and agrees that the Prigus Application and Service, including all associated trademark rights, are the exclusive property of Leebrond. The User agrees not to remove, alter or cover copyright notices or other proprietary rights incorporated to the application and Prigus Service. All trademarks, logos, trade names and any other property designation of Leebrond used in or in connection with the Prigus Application and Service are trademarks or registered trademarks of Leebrond. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used in or in connection with the Prigus Application and Service they are used only for identification purposes and may be trademarks of their respective owners.

By virtue of the foregoing, the User is expressly prohibited from any act of reproduction, distribution, transformation or public communication, as well as any type of assignment, of all or part of the content of the Application and the Prigus Service and, in general, any act of exploitation of all or part of the contents (images, texts, design, indexes, forms, etc.) as well as the databases and software necessary for the visualization or operation of the same, and of any object that according to current legislation, it is protected by intellectual property rules.

The User may not, under any circumstances, commercially use, directly or indirectly, in whole or in part, any of the contents that make up the Application and/or the Prigus Service without the prior written authorization of Leebrond.

Any reproduction or copy, distribution or publication, of any kind, of the content of the information published in the Application and on the Website, without prior written authorization of Leebrond, is prohibited and may be sanctioned according to current legislation in each territory.

12. PERSONAL DATA PROTECTION

Following the registration of the User in the Prisus Service and the use thereof, certain personal data of its ownership, including its User name, telephone number and email address, will be incorporated into a "Cloud" directory of responsibility of Leebrond.

Your personal data will be used for the purpose to provide the Prisus Service, as well as for the maintenance, monitoring, development and evolution of the Service.

All the data requested at the time of registration as a User of the Prisus Service are mandatory, failure to provide any of requested data may prevent your registration in the Prisus Service.

The User may exercise their rights of access, rectification, cancellation and opposition to the personal information requested by the Application and the Prisus Service, by sending a communication, including a copy of their identity document or passport, to the following address, email: support@prisusapp.com.

The treatment of the personal data of each user will be governed by the laws applicable to the territory where the Prisus Application and Service has been acquired. In the case of Chile, the rules contained in Law No. 19.628 on "Protection of Personal Data" will be applied.

In the case of Users residing in the United States of America, Leebrond may, to the extent required by the relevant authorities, provide information in order to verify your criminal record.

13 . TECHNOLOGICAL LIMITATIONS

The Prisus Service is provided based on geolocation technologies currently available and cartographies provided by suppliers outside of Leebrond, which could not be infallible.

We inform the User that as a consequence of carrying out maintenance work, in certain cases there may be temporary interruptions of the Prisus Service, without this entailing any responsibility for Leebrond.

Also we inform the user that, besides the above, there are a variety of factors that can affect the Prigus service, application and/or quality, such as environmental conditions, network saturation, connectivity, third-party software, device performance, etc.

Through the following e-mail address you can contact Leebrond to report any errors detected, as well as comments and suggestions: **support@prisusapp.com**.

14 . LINKS TO THIRD PARTY WEB SITES

The links contained in the Prigus Application and Service, referred to advertising or other content, and whose ownership or responsibility correspond to third parties other than Leebrond, are not the responsibility of the latter, who under no circumstances undertakes to control or approve the services, contents, data, files, products and any kind of material existing on the web page or web pages of third parties. Therefore, LeeBrond will not respond, under any circumstances, to the legality of the contents of said pages, being the exclusive responsibility of the third party everything that concerns the content of that link, especially the respect to the law, moral, good customs and public order. The existence of links does not imply a relationship of any kind between Leebrond and the owner of the website on which it is established.

Those Users or third parties who intend to establish a link on pages of their ownership and responsibility towards the Prigus Application and Service, must request a prior authorization to the following email, indicating their contact data : **support@prisusapp.com**, guaranteeing in any case that link always direct users to the first page or Prigus Service home page, being expressly excluded deep links or "deep link" or frame links or "link frame". Except for those signs that form part of the link to the Prigus Service, Users will guarantee that the web page from which the link is established will not contain trademarks, trade names, signs of establishments, names, logos, slogans or any other distinctive sign belonging to Leebrond.

15 . RESPONSIBILITY

Leebrond is not liable to the User for damages resulting from incorrect use of the Application and/or the Prigus Service, or failure to comply with the recommendations or instructions provided by Leebrond in these Terms and Conditions of Use.

16. DISCLAIMER OF LIABILITY

Leebrond will not be responsible of:

a) The malfunction of the Application and the Prisus Service due to causes beyond the control of Leebrond.

b) Possible errors or safety deficiencies that may occur due to the use by the User, of a device not updated or unsafe, as well as by the activation of the password conservation devices or user identification codes in the browser or of the damages, errors or inaccuracies that may arise from the malfunction of the same.

c) Direct or indirect damages that may be caused by the information transmitted or communicated in the Prisus Application or Service or in its electronic communications, including, without limitation, technical or human errors in the published data.

d) The contents of the Prisus Application and Service, as it can not give guarantees or security, expressly or tacitly, implicitly or explicitly, with respect to the accuracy, veracity or integrity of the information offered or referenced in it. Leebrond is not responsible for the consequences derived from the actions or claims that third parties execute referring or invoking, either directly or indirectly, the information included in this Service. In any case Leebrond will offer the greatest efforts, both technical and human, to keep your Application and the Prisus Service up to date, complete and secure.

e) Damage, including among others, and not limited to: damage, loss or direct or indirect, incidental or consequential expenses arising in connection with this service or use or inability to use by any party, or in connection with any failure or defect in performance, error, omission, interruption, defect, delay in operation or transmission, computer viruses or system or line failures.

The User shall be liable for damages of any nature arising from unlawful or fraudulent acts, as well as those damages that Leebrond or the rest of the Prisus Application and Service may suffer as a consequence, directly or indirectly, of the breach by part of the User of these Conditions of Use, reserving Leebrond those actions to which he was entitled before the relevant judicial or police authorities.

Although it uses its best efforts, Leebrond does not guarantee in any case to the Users, the continuous and uninterrupted access and use of the Prisus Application and Service.

17 . DURATION AND TERMINATION

The contract between the User and Leebrond it is unlimited time. The User may unilaterally terminate its contractual

relationship with Leebrond at any time by uninstalling the application from your device.

Both parties are empowered to terminate the contract, unilaterally, in case of serious breach by any of the parties of any of the obligations contracted through the Terms of Use.

The termination of the contract will mean the termination of the provision of the Prigus Service by Leebrond, as well as the extension of the license of use of the Application granted to the User, under these Conditions of Use.

18. MODIFICATIONS

Leebrond will notify the User of all those changes that affect the Conditions of Use, the Application and/or the Prigus Service before these occur. If the User is not satisfied with the changes, he must stop using the Application and the Prigus Service, uninstalling the Application from his device. The use of the Application after notification of the changes will imply the acceptance of the same by the User.

19. CONTACT AND COMMUNICATIONS BY WRITING

By accepting these Terms of Use, the User accepts that most of the communications with Leebrond will be electronic. Leebrond will contact the User via email or posting notices on the Application and the Prigus Service. The User agrees to use this electronic means of communication and acknowledges that all notifications, information and other communications that Leebrond sends electronically comply with the legal requirements of being in writing.

For any query or incident, complaint or claim, related to the Application and Service Prigus, the User may contact Leebrond by sending an email to the following address **support@prisusapp.com**

20. JURISDICTION AND APPLICABLE LAW

The operation and use of the Prigus Application and Service and these Terms of Use are governed by the legislation applicable to the territory where the application was acquired.