

WEBSITE TERMS AND CONDITIONS DYNAMOS PRODUCCIONES S.A.S

We appreciate your visit to the Dynamo Producciones S.A.S website (the "Website") and your interest in getting to know our company. Please take the time to read and understand these Terms and Conditions of Use (the "TERMS AND CONDITIONS") before using this Website. By entering and using the Website, you fully understand and agree to the TERMS AND CONDITIONS outlined below.

The Website's Privacy and Personal Data Processing Policy are an integral part of these TERMS AND CONDITIONS. Consequently, any reference to the TERMS AND CONDITIONS includes Dynamo's PRIVACY AND PERSONAL DATA PROCESSING POLICY.

Please consider the following TERMS AND CONDITIONS before using this Website:

- 1. The Website was created and is entirely operated by Dynamo Producciones S.A.S ("Dynamo"), a legally established company in Colombia that is dedicated to providing services for the production of audiovisual projects, among other things. This Website contains general information about Dynamo and does not provide any type of service to the public. The purpose of the materials presented here is solely informative.
- 2. Any individual accessing the Website must be of legal age, in accordance with the applicable laws. In the event that you are not of legal age, please refrain from using this Website and do not access its features. In any case, if you are not of legal age, we recommend being accompanied by a parent and/or guardian who can supervise your visit to the Website.
- 3. If you decide to contact Dynamo through this Website, please be aware that the electronic transmission of information through global communication networks may not be secure, and therefore the privacy, confidentiality and security of your information is not guaranteed. Please refrain from transmitting any kind of private, confidential or secret information, as Dynamo cannot guarantee its privacy, confidentiality, or secrecy. Dynamo also cannot guarantee the integrity or return of the information that you submit through this Website. Please do not send us your personal, secret, confidential, or private information by electronic or physical means, except when Dynamo has expressly authorized you to do so in writing. Moreover, refrain from sending Dynamo unsolicited information, chain mail, or anything else that may be considered spam. Doing so will constitute a violation of these TERMS AND CONDITIONS.
- 4. Dynamo does not provide services through its Website. This Website, its access and use, as well as the information contained herein and its utilization, do not imply or create a commercial, employment, or any other type of relationship between you and Dynamo.
- 5. These TERMS AND CONDITIONS are subject to change at any time. Dynamo reserves the right to modify, change, or terminate these TERMS AND CONDITIONS at any time and at its sole discretion, without providing you with prior notice. Dynamo informs you that it is your responsibility to visit this page regularly to be aware of any changes. In the event that these TERMS AND CONDITIONS are terminated, you will not be authorized to access the Website. However, the restrictions agreed upon by you regarding the information on this Website, the limitations of liability, indemnities, and other concessions, will remain in effect after the termination of these TERMS AND CONDITIONS. Dynamo also reserves the right to terminate the Website or any part of it at any time, at its sole discretion, and without personally notifying you.
- 6. At any time and without prior notice, Dynamo may modify, add to, delete, remove, amend, and in any way change the Content of this Website, including any document, data, testimonial, review, reference, or information included on the Website.
- 7. All intellectual property rights, trademarks, and registrations presented here belong to Dynamo. The modification, reproduction, publication, or transfer of any content to other people, or its use for any purpose, is prohibited. Unless permitted by applicable law, disassembling, decompiling,



reverse engineering, or attempting by any means to break the content protection is prohibited. All content, elements, and information on this Website, including all text, formatting, images, music, trademarks, logos, branding, trade names, sounds, graphics, videos, animations, and other materials on this Website (the "Content") are property of Dynamo, its subsidiaries, affiliates, and parent companies, and those of any applicable third party contractors, licensors, or assignors as applicable. Some of the Content is protected by copyright and trademark laws. Any unauthorized use of the Website's Content that violates the property and intellectual property rights of Dynamo or of third parties may result in the corresponding legal action being taken by the rights holders. Access to or use of this Website shall in no way imply the granting or denial of any license, concession, or right to use any of the trademarks, names, logos, designs, or Content protected by the intellectual property rights of Dynamo or any third party, as applicable. The creation of websites, electronic documents, computer programs, or any kind of IT applications that contain hyperlinks or trademarks that redirect the user to any Content on this Website is not allowed.

- 8. By accessing this Website you agree that your use of this Website, its content, and the information contained therein, will be for legitimate and lawful purposes, and will be in compliance with these TERMS AND CONDITIONS and any and all applicable laws. Specifically, but not exclusively, the use of this Website, its content, and its information is subject to the following: You agree not to use this Website, its Content, or its information to: (a) transmit to third parties or in any way publish information that is false, harmful, hostile, abusive, irritating, problematic, threatening, convoluted, defamatory, vulgar, obscene, pornographic, unfounded, hateful, or damaging, or for which you do not have the necessary legal or contractual authorizations; (b) cause harm to minors or promote or cause physical or material harm to any individual or entity, or group of individuals or legal entities, or to animals; (c) use the identity or the personal information of individuals or legal entities mentioned on the Website for any purpose or objective; (d) transmit or broadcast material that contains computer viruses or any other type of code, computer program, or app designed to interrupt, destroy, restrict, or damage the functionality of computers, computer programs, information systems, telecommunication networks, or infrastructure and services of third parties; (e) intentionally or unintentionally violate or breach any applicable national, local, state, or international laws, including but not limited to privacy and data protection regulations; (f) collect, store, and manage personal data about individuals and legal entities without the appropriate authorization and in violation of applicable laws; (g) engage in, plan, bring about, organize, or carry out criminal practices or activities; (h) infringe upon the intellectual property rights of Dynamo or third parties, or engage in other behaviors that are detrimental to third parties or in violation of applicable laws.
- 9. Except for the license mentioned in this section, the modification, reproduction, decoding, decryption, disassembly, reverse engineering, publication, hyperlinking, transfer to other people, or any other alteration or disclosure of the Content and information on this Website is prohibited without prior written permission from Dynamo. Dynamo grants you a limited, non-exclusive, and revocable license to access, view, print, and download any Content from this Website, provided that it is for personal informational purposes. This license does not authorize the publication, distribution, assignment, sublicensing, transfer, editing, sale, creation of derivative works, or any other use other than strictly for personal informational purposes. In any case, the Content and information on this Website, whether in its entirety or in part, whether graphic or documentary, may not be reproduced in any way nor incorporated into any other document, media, or dataset that can be retrieved subsequent to its recording. This restriction applies to electronic, mechanical, optical or any other forms, unless its purpose is to fulfill personal interests explicitly authorized herein.
- 10. Any violation by you of these TERMS AND CONDITIONS, or any complaint or information that Dynamo receives from third parties regarding the violation, abuse, or misuse of these TERMS AND CONDITIONS, may be investigated by Dynamo. Dynamo reserves the right to take all necessary measures, including legal and extralegal action against you, to obtain the cessation of such conduct



or remedies and compensation as appropriate under the applicable law. Violation of these TERMS AND CONDITIONS may result in public or criminal liability on your part. If you are unsure whether your actions regarding access to and use of this Website, its Content, and the information contained therein constitute a violation or abuse of these TERMS AND CONDITIONS, please do not hesitate to contact us beforehand. We will gladly assist you with your inquiry. Whether intentional or not, and regardless of your knowledge or consent, you are solely responsible for your access to and use of this Website, its Content, and the information contained on the Website.

- 11. Any act, including the use of hardware and software, aimed at or resulting in damage, interference, compromise of the integrity, or interception of the systems supporting this Website, its functioning, or its Content, is prohibited. Acts that impose undue or disproportionate burdens on the Website's network systems or any other network infrastructure used by the Website are prohibited.
- 12. Please be aware that several of the websites linked to this Website are not operated, controlled, or managed by Dynamo. Dynamo is not responsible for the availability, content, policies, practices, security, and goods and services listed or promoted on these websites, including their privacy policies and TERMS AND CONDITIONS of use. Any link on the website to third-party websites does not constitute sponsorship, endorsement, protection, defense, guarantee, responsibility, support, or approval by Dynamo of the content, policies, information, services, or practices of these websites. Access to and use of third-party websites that are linked or connected to this Website is at your own risk.
- 13. The Website may reproduce or contain information from third parties who do not work for nor who are in any way affiliated with Dynamo. Dynamo is not in a position to verify the veracity of such information. Dynamo does not guarantee the veracity or accuracy of such information and content. Dynamo guarantees that all third-party information and content uploaded to or included on the Website has been previously and validly licensed by the third-party owners of the moral and economic rights to such content, and that Dynamo, regarding such information and content, is not in violation of any third-party rights.
- 14. You understand and agree that any communication and any other type of relationship that you establish directly with third parties through the Website, including any payments or agreements regarding goods and services, and any other terms, warranties, or statements associated with third-party products and services, constitutes an agreement existing exclusively between you and the respective third party. Dynamo has no involvement, responsibility, or interference in said relationship.
- 15. You may send Dynamo your comments or any other content including ideas, suggestions, or concerns regarding the Website or its information, provided that the information is not illegal, false, harmful, hostile, abusive, irritating, problematic, threatening, convoluted, defamatory, vulgar, obscene, pornographic, unfounded, in violation of intellectual property rights, offensive, hateful, or damaging, or for which you do not have the necessary legal or contractual authorizations. Sending content containing computer viruses, mass mailings, political campaigns, advertising, or any form of spam is prohibited. By submitting content (including personal information) to Dynamo, you grant Dynamo a non-exclusive and free license to publish, edit, reproduce, modify, reorganize, translate, adapt, create derivative works, transfer to third parties, sublicense, or otherwise globally disclose information that you have submitted, through the Website or any other means. This is subject to compliance with applicable intellectual property regulations, and Dynamo is not obligated to notify you of the use of such information, nor does it require your prior written permission, authorization, or consent. This license grants Dynamo, its affiliates, assignees, and licensees the right to, at their sole discretion, use and share among themselves the name that you have submitted with the content or information that you have sent. This license and authorization shall be understood as the granting of your consent for the use of your personal information in accordance with the applicable laws, precedents, and regulations regarding privacy and data protection.



- 16. In the event that you find any of this Website's Content or information to be inappropriate, unsuitable, against the law or these TERMS AND CONDITIONS, of low quality, or in any way harmful to you or third parties, Dynamo appreciates your feedback to the contact address provided in these TERMS AND CONDITIONS. In any case, Dynamo reserves the right to remove or keep information on the Website.
- 17. Dynamo has made its best effort to ensure that all Content and information included on this Website is accurate. However, Dynamo cannot guarantee the veracity of the Website's Content and information. Thus, it assumes no responsibility for the veracity, accuracy, authenticity, correspondence with reality, exactness, thoroughness, completeness, integrity, or precision of any of the information and Content included on this Website.
- 18. Dynamo, its affiliates, employees, directors, agents, officials, distributors, marketers, sponsors, and licensors do not provide any guarantee, either express or implied, regarding this Website and all its content, which is provided to you AS IS and WITH ALL ITS FAULTS originating from the source. Any information, whether provided by Dynamo or a third party, obtained through this Website, does not have nor provide any guarantee from Dynamo, Dynamo, its affiliates, employees, directors, agents, officials, distributors, marketers, sponsors, and licensors do not provide any guarantee, either express or implied, regarding the information on this Website. Dynamo, its affiliates, employees, directors, agents, officials, distributors, marketers, sponsors, and licensors do not provide any guarantee, either express or implied, regarding the material or content that you share with Dynamo through this Website, regardless of whether it is subject to privacy, confidentiality, or secrecy. All express or implied guarantees are rejected and denied, especially but not limited to those regarding the commercialization or marketability of information on the Website, and of the Website itself. This includes the quality and suitability of the Website's information and content, non-infringement or suitability for a specific or particular purpose, the veracity and integrity of the content and information, and the results obtained from using the Website, its content, and information. It also extends to network security; the quality of the content and information on the Website; contractual, pre-contractual, and extra-contractual relationships you may have with third parties through this Website; the absence of computer viruses or firewalls; the security of technical elements or components used in accessing the Website or on which the Website is based; compliance guarantees; and the absence of errors. The Website user is solely responsible for the operation, performance, and security of the networks (including WAN, LAN, and wireless) and computers used to access the Website. The Website user acknowledges that the Website may not be available due to a number of factors, including but not limited to force majeure, unauthorized access, computer viruses, denial of service or other attacks, technical server failures, telecommunication infrastructure failures, or discontinuity. Dynamo expressly disclaims any express or implied guarantee concerning the use of the Website and/or its availability, accessibility, security, performance, and error-free functioning. Dynamo denies and rejects any guarantee regarding the fixing of defects that this Website and its content may have, or regarding the absence of harmful or damaging technical or technological components.
- 19. As a user of this Website, you access and use it at your own risk. This includes personal and property risks for yourself and any third parties that may arise from accessing, using, sharing, or downloading any content or information provided on this Website or obtained by you in any other way through this Website. As a user of this Website, you are solely responsible for any damage that access to the Website may cause to the information and communication systems that you use, including damage caused by computer viruses. Dynamo, its affiliates, employees, directors, agents, officials, distributors, marketers, sponsors, and licensors, as permitted by the applicable law, shall not be liable in any case, whether or not there are claims or action of any kind or nature, for any damage, be it direct or indirect, special, punitive, exemplary, consequential, real, incidental, or of any other type, suffered by the Website user or any third party. This includes, but is not limited to, damages to human integrity, property, loss of use, commercial loss, economic loss, data loss or loss



of profits, damage that occurs under contractual liability, negligence, and/or tort liability due to the access and use of this Website's Content or the use of the information provided on this Website.

By accessing and using this Website you agree to indemnify Dynamo for or regarding any claim, complaint, administrative or legal investigation, legal action, or proven liability based on or regarding a violation of these terms and conditions by Dynamo. Consequently, you may not sue or initiate any type of action against Dynamo, nor seek any compensation for damages or losses of any kind from Dynamo as a result of any decision or action taken by Dynamo in the administration, management, operation, and running of this Website. This indemnity applies to any violation by Dynamo of these TERMS AND CONDITIONS.

- 20. Any dispute related to or arising from the acceptance, interpretation, execution of these TERMS AND CONDITIONS, or from the use that you make of this Website, its content, or the information provided on it, shall be resolved through an arbitral tribunal before the Chamber of Commerce of Bogotá, in accordance with the following rules: The tribunal will adhere to the regulations of the Center for Arbitration and Conciliation of the Chamber of Commerce of Bogotá. The Tribunal will consist of three (3) arbitrators appointed by the Chamber of Commerce of Bogotá. The tribunal will make a decision based on the law. In case the dispute involves technical aspects, the Chamber of Commerce will appoint an expert who is specialized in the subject. The term for the tribunal to make a substantive decision will be three (3) months from its constitution. The costs incurred from the establishment and functioning of the Tribunal will be borne equally by the parties who sign this agreement. The resolution of a dispute through the arbitral tribunal does not suspend the execution of the Contract, except for aspects of the contract whose execution directly and necessarily depends on the resolution of the dispute.
- 21. These TERMS AND CONDITIONS shall be interpreted and enforced exclusively in accordance with the laws of the Republic of Colombia, without prejudice to provisions regarding conflict of laws of any country.
- 22. The Website user is not permitted to unilaterally modify, delete, or add to any section of these TERMS AND CONDITIONS.
- 23. If any section or part of these TERMS AND CONDITIONS cannot be applied or is deemed invalid, in whole or in part, under any law, or is adjudicated as such by a court decision, that part shall be interpreted in accordance with the applicable law. The lack of applicability or invalidity will not render these TERMS AND CONDITIONS as a whole, or the remaining provisions or portions thereof inapplicable, invalid, or ineffective in their entirety. In such an event, those provisions will be amended and interpreted in a way that best achieves the objectives of such inapplicable or invalid provisions, within the limits of the applicable law or applicable court decisions.
- 24. These TERMS AND CONDITIONS constitute the sole terms between Dynamo and you. The acceptance of these TERMS AND CONDITIONS supersedes any previous or current agreement, pact, statement, understanding, and guarantee regarding this Website, its content, or the information provided on this Website, and the scope of these Terms of Use. In the event of any conflict between these TERMS AND CONDITIONS and any verbal, written, or previous understanding or agreement, these TERMS AND CONDITIONS shall take precedence.
- 25. Dynamo's failure to enforce any of the conditions, terms, or rights included in these TERMS AND CONDITIONS shall not be understood as a waiver or relinquishment of Dynamo's future right to enforce or execute these provisions.
- 26. These TERMS AND CONDITIONS were last updated on July 8, 2022. We remind you that when you access and make use of this Website, or any of Dynamo's other websites, we will understand that you voluntarily commit to complying with these TERMS AND CONDITIONS.

