

Date: November 22, 2024

SICEX TERMS OF USE

1. Introduction

SICEX, operated by QUINTERO HERMANOS S.A.S., offers a personalized subscription service that allows its users to access the SISDUAN and SISMAR platforms and the Specialized Foreign Trade Studies (hereinafter, the “SICEX Service”). This service includes access to publications, features, websites, user interfaces and associated software, designed to provide detailed and up-to-date foreign trade information.

By accepting these Terms of Use, you (whether a natural person or an organization) declare that you have read, understood and accepted the conditions described herein. The terms “you” or “user” include the subscription holder and any person authorized to access the service through accounts associated with your plan.

2. Subscription

2.1 Requirements and General Conditions

To use the SICEX Service, internet access and a compatible device are required. Subscription plans may include multiple associated accounts, depending on the specific conditions of the plan purchased.

Associated accounts must be used exclusively by authorized persons within the organization holding the subscription. SICEX will carry out periodic audits and access controls to ensure compliance with this requirement. These audits may include the monitoring of usage patterns, the analysis of suspicious activity, and the implementation of automatic alerts for unusual access.

The subscription holder is responsible for the use that its personnel or assigned third parties make of the accounts associated with its plan. This includes ensuring that such accounts are used in accordance with these Terms of Use. Any misuse shall be the exclusive responsibility of the subscription holder, who shall indemnify SICEX for any damage or loss arising from unauthorized use.

2.2 Promotional Offers

SICEX may offer promotions or special plans (hereinafter, “Offers”). Eligibility conditions will be communicated at the time of subscription. SICEX reserves the right to revoke Offers if it determines that the user does not meet the established requirements.

2.3 Payments and Refunds

Payments made are non-refundable, except as expressly provided by applicable law. No refunds will be granted for unused periods or content not accessed.

3. Use of the SICEX Service

3.1 Limited License

SICEX grants the user a limited, non-exclusive and non-transferable license to access the Service and its content, solely for internal business or educational purposes. In the event of a breach of these Terms of Use, SICEX may revoke the license immediately in serious situations, such as copyright infringement or repeated misuse.

3.2 Specific Prohibitions

The user agrees to:

- Not share or transfer access to associated accounts, except with the express authorization of SICEX.
- Not circumvent content protection measures or reverse engineer SICEX software.
- Not use automated software to access the Service.
- Not introduce malicious code, programs or materials that may affect the operation of the Service.

3.3 Responsibility for the Use of Associated Accounts

The subscription holder is responsible for the use that its personnel or third parties make of the associated accounts. SICEX reserves the right to suspend or cancel associated accounts in the event of misuse or breach of these Terms of Use.

3.4 Quality of Service

Content quality may vary depending on the device, location and available bandwidth. SICEX does not guarantee any specific performance and shall not be liable for technical limitations beyond its control.

3.5 Data Protection and Privacy

SICEX collects and processes personal data in accordance with Law 1581 of 2012 (Ley Estatutaria 1581 de 2012, Colombia's data protection statute) and other applicable data protection regulations. The user has the right to access, rectify and delete their personal data, as well as to object to its processing, as set forth in our Privacy Policy.

3.6 User Commitments

The user of the SICEX Service agrees to:

- Use the SICEX services exclusively for the development of its corporate purpose and educational projects.
- Not offer the information contained in the SICEX services to third parties under any title, whether for consideration or free of charge, or through the use of any arrangement, agreement or transaction, except in cases of legal or regulatory audits, always under confidentiality agreements.
- Not allow access to or use of the information contained in the SICEX services by third parties other than those directly and unavoidably involved in the performance of the subscriber's corporate purpose and for lawful purposes.

3.7 Availability of Information

SICEX acts as an intermediary that collects, validates, transforms and publishes data obtained from external entities, including, among others, the customs authorities of various countries. The availability of the information relating to import declarations contained in the SICEX services depends entirely on the public or private treatment that the domestic legislation of each country grants to such data.

Therefore, SICEX does not guarantee the continuous, complete or up-to-date availability of this information, as access to it is subject to the local regulations of each jurisdiction. Users accept and understand that any change in the access regime or in the disclosure policies of the competent authorities may affect the content offered by SICEX without this constituting a breach by the platform.

4. Passwords and Account Security

The user is responsible for maintaining the confidentiality of passwords and for any activity carried out from the accounts associated with their subscription. SICEX may suspend or cancel accounts in the event of suspected misuse, fraudulent activity or breach of these Terms of Use.

5. Changes to these Terms of Use

SICEX may modify these Terms of Use at any time; however, users must be notified at least 30 days in advance in the case of material changes, defined as modifications to these Terms of Use that affect subscription plans or usage restrictions. If the user does not accept the changes, the user may cancel their subscription before the effective date of such changes.

6. Customer Service and Dispute Resolution

6.1 Customer Service

For inquiries or assistance, users may contact the SICEX Help Center through the official website or by email at customerservice@sicex.com.co. In some cases, SICEX may provide technical support through remote access, subject to the user's prior authorization.

6.2 Incident Management Policy

SICEX undertakes to manage technical incidents reported by users within a reasonable time, depending on the severity of the issue. Users may report issues through the Help Center or by email at customerservice@sicex.com.co, where they will receive confirmation and detailed follow-up.

6.3 Dispute Resolution

Any dispute related to the use of the SICEX Service shall be resolved through the mechanisms established under Colombian law, including the possibility of resorting to mediation or arbitration if both parties so agree.

7. General Provisions

7.1 Governing Law

These Terms of Use are governed by the laws of the Republic of Colombia. In the event of a conflict with local laws applicable to the user, the mandatory provisions of such laws shall prevail.

7.2 Severability

If any provision of these Terms of Use is declared null or unenforceable, the remaining provisions shall remain in full force and effect.

7.3 Electronic Communications

The user agrees to receive all notifications related to the SICEX Service electronically, through the registered email address or through the official portal.

7.4 Language

This document is an English translation of the SICEX Terms of Use, originally issued in Spanish, provided for convenience and informational purposes. In the event of any discrepancy or conflict of interpretation between the Spanish version and this English translation, the Spanish version shall prevail.

8. Limitation of Liability

SICEX shall not be liable for business or educational decisions made by users based on the content provided. The Service is offered “as is”, without express or implied warranties as to its fitness for any particular purpose.