

#### **TERMS AND CONDITIONS**

Please carefully read the following terms and conditions which govern the use of the website <a href="https://www.locationcolombia.com">www.locationcolombia.com</a> (the 'website'), before starting its exploration or use. If you do not agree to these, we request you to refrain from accessing or browsing this website.

## **Purpose**

The non-profit corporation Fondo Mixto de Promoción Cinematográfica "Proimágenes Colombia" (hereinafter 'Proimágenes'), residing in the city of Bogota and tax identification number 830046582-4, through this website, develops activities of: inscription, registration and information dissemination, to promote Colombia as a location for producing audio-visual works; diffusion of the offer of audio-visual services provided by Colombians; guidance to producers and directors of audio-visual projects about the possibilities and alternatives for their projects in Colombia in terms of logistics, locations, accommodation, national talent, permits and contacts and incentives, among others; offer of interactive tools for users of the website; management of processes in charge of Proimágenes including the application of projects for the incentives established in Law 1556 of 2012; provision of information related to Location Colombia, a Proimágenes program, led by the Colombian Film Commission; and, in general, activities related to the purposes mentioned here.

In development of the above, the website contains, among others, the following tools: (a) The application system provided by Proimágenes for producer of audiovisual projects interested in applying to the incentives covered by Law 1556 of 2012, available at the following link: <a href="t.ly/l38h">t.ly/l38h</a> (the 'application system'). (b) The directory of services provided by Proimágenes to inform producers and audio-visual directors interested in Colombia about the best possibilities and alternatives to carry out their projects, available at this link: <a href="t.ly/Vh8p">t.ly/Vh8p</a> (the 'directory'). Both the application system and the directory are governed by these terms and conditions, as well as by complementary terms and conditions specifically applicable to each one, whose prior acceptance is required.

Proimágenes does not guarantee the proper functioning, availability or continuity of the website. Therefore, at any time and without notice, access to the website may be blocked, interrupted or restricted exonerating Proimágenes from any possible responsibility.

#### **Contents**

This website contains data, articles, and other works of a literary and/or scientific nature and, in general, information that is related to the purposes mentioned before, produced by Proimágenes or third parties (the 'information'). This information must not be considered as exhaustive, complete or in any way, meeting all the needs of the user. Furthermore, it is understood that the information contained in the website was drawn from several sources. Therefore, and in spite that a careful selection of



the information is intended, Proimágenes Colombia is not responsible for its application by any of the site's users and does not guarantee the truth, relevance, precision and/or trustworthiness of the it (nor that of any of the links included in the website). Therefore, the information must not be used by the user as a base for decisions regarding his affairs or projects, nor it should be understood as an advisory from Proimágenes.

Proimágenes provides a translation of the Spanish version of the website. The user agrees that the translation is provided only as help, and Spanish versions of the content of the website will govern the relationship with Proimágenes. If there are contradictions between the version in Spanish and English version of the website Spanish version shall prevail.

The establishment of a link to the website of another company, organization, program, or any other third party, does not imply the existence of relations between Proimágenes and the owner of the website linked, nor the acceptance or approval of Proimágenes of its contents or services. Proimágenes is not responsible for the information found outside of this website and that is not directly managed by its administrator. The links displayed on the website are intended to inform the user about the existence of other sources likely to expand the content offered by the website, or which relate to those, make payments or manage other processes linked to the purposes of the website. Proimágenes neither guarantees (nor is responsible for) the operation or accessibility of the linked websites. Neither suggests, invites, or recommends a visit to them, so it will not be responsible for the results obtained when the user does so.

# **Changes and Updates**

Proimágenes reserves the right to modify or discontinue, temporarily or permanently, the website or any part thereof with or without notice. Additionally, Proimágenes reserves the right to make changes to the website or its products, programs, announcements, information and/or content. Consequently, the user is recommended to review these terms and conditions during every access to the website.

### Copyright

In accordance with the current legal provisions related to copyright and neighbouring rights, all works of an artistic, scientific and/or literary nature, interpretations and executions and, in general, the protected contents included within the website (the 'contents') cannot be photocopied, reproduced, modified or communicated without authorization. Failure to do so may have civil and/or criminal repercussions. The user declares to be aware of, and guarantees strict compliance with, the rules of copyright and neighbouring rights in relation to the contents that are part of the website. Likewise, the user is obliged to strictly comply with the duties that are applicable in that matter, exempting and releasing all responsibility to Proimágenes in relation to



claims, demands and any type of claims that are generated by rights holders and/or third parties for the breach of the obligations of the user established in these terms and conditions. Therefore, the user accepts and assumes that the eventual damages caused by the non-observance of the aforementioned provisions, or by his lack of care and diligence, will make him responsible for all the damages and losses, exonerating Proimágenes from any possible responsibility.

## **Industrial property**

The trademarks, distinctive signs, and logos displayed on the website are the exclusive property of Proimágenes or third parties who have authorized their inclusion or use and have claimed to be their owners. These are protected by the national rules on industrial property and international treaties on the subject has signed and ratified the Republic of Colombia. The user may not use, sell, exploit, or modify in any way the distinctive signs of Proimágenes, providers of information and services or third parties.

#### Rules of use and restrictions

When using the website, the user:

- Makes himself liable for any improper use of the contents, information, or services from the website. Improper use is understood as any other that is carried out without complying with the provisions of current legislation or of these terms and conditions.
- 2. Directly or via third parties, will not attempt in any way against the website, its technology platform, or information systems, nor will interfere with its normal operation.
- Is solely responsible for maintaining the confidentiality of the information used to create or enter any profile he creates on the website. Also, for the use of his account, the information he includes, and the confidentiality of his password.
- 4. Will not alter, block, nor perform any other act that prevents displaying or accessing any service or content of the website.
- 5. Will not disclose nor provide information through the website that contains viruses or harmful components.
- 6. Will not use information, contents, or services of the website in any way to invade the privacy of third parties.
- 7. Will not try to break the security codes of the website and its technology platform.



- 8. Will not alter the information or materials posted on the website.
- 9. Will not promote illegal activities or send or transmit on the website or to the same, other users or to any person any information available obscene, defamatory, libellous, defamatory, or discriminatory.
- 10. Will not be able to use the information found on the website for commercial purposes. The user agrees not to give commercial value (sell, rent, exchange, etc.) to the information provided or made available to the public on the website

# **Privacy Notice**

Proimágenes — Business name: Fondo Mixto de Promoción Cinematográfica "Proimágenes Colombia"; NIT: 830.046.582-4—, in its capacity as manager and/or responsible for the processing of personal data, requests from those who access this website express authorization to process their personal data in accordance with Proimágenes' Information Treatment Policy (hereinafter the 'policy'), which can be found on the website www.proimagenescolombia.com, as well as in the tab entitled 'data protection policy' of this website. The personal data provided to Proimágenes through this website will be used for all the purposes set out in the policy, including, in accordance with its numerals 4.3, 4.5, 4.7, 4.11, 4.14 and 4.17 those related with the development of this website's purposes: the remission of information to samples, workshops, festivals, markets, national or international, as well as agents of the audio-visual sector; the development of the activities carried out by Proimágenes in relation to the administration of the Colombia Film Fund (FFC); the inclusion of information in catalogues, guides or directories of services related to the audio-visual sector; and the promotion of Colombian territory as a filming location for audio-visual works. As the information holder, the user of this website has the rights set forth in the policy, including knowing, updating, deleting, and rectifying your personal data. Likewise, the right to revoke the authorization granted for its treatment. If considered necessary, the user can submit any request regarding personal data, through the email datospersonales@proimagenescolombia.com.

# Applicable law

The operation of this Website and the information it contains are governed by the laws of the Republic of Colombia.

### Breach

Proimágenes may terminate user access to the website if, according to the circumstances determines that he is an infringer of the provisions of these terms and conditions. Proimágenes reserves the right to decide whether the information provided or uploaded to the website, violates the terms and conditions. Also, it may,



at any time, without notice and at its discretion, remove such information supplied by the user and/or cancel registrations. The user expressly accepts that will keep Proimágenes exempt for any damages they may suffer as a result of improper use.