

TERMS AND CONDITIONS OF THE REIMEX PLATFORM

This Terms and Conditions document regulates the use for any type of person whether natural or judicial, or in any other form or representation, makes of the Platform and any of its Services which are the property or are controlled by **REIMEX**. This document contains legal information which we recommend you read in it's entirety along with the Privacy Policy. By accepting the current Terms and Conditions, it's understood that the Members and Users have read and accepted it in its entirety, and also understand that it's mandatory and legally binding, therefore accepting all the conditions of use of the Platform, its Contents and all the Services provided. Otherwise the Members and Users must abstain from accessing the Platform and using its Services, whether it's direct or indirectly, and the use of any information provided by it.

PREVIOUS DEFINITIONS

Within the Platform there are different types of actors who interact, the following terms will govern their rights and obligations within this platform:

1. **Unregistered User:** A Natural or Judicial person, who uses the platform with the restriction and limits which are established in this document, without registering and without making any sort of payment. They are only spectators unable to add content or interact with other users.
2. **Registered User:** A Natural or Judicial person, who uses the platform with the restriction and limits which are established in this document, without making any sort of payment. But unlike the Unregistered User, they have created an account and authenticated their company information on the REIMEX Data Base.
3. **Member:** A Natural or Judicial person, who uses the platform with the restriction and limits which are established in this document, the Member has created an account and validated the information in the REIMEX data base, additional they have chosen to acquire a membership to the platform, they pay a fee depending on the plan for which they have signed up.
4. **User:** For the purpose of this document, when we refer to User, it'll be understood that we mean a Registered User, Unregistered User and all the Members as a whole.

1. Acceptance of the Terms of Usage

You recognize and accept that **REIMEX** is the owner and the exclusive licensee of the Products and Services, and that **REIMEX** retains all rights, titles and interests over all the intellectual property and all rights of property, including and without limitation, the rights over patents, registered trademarks, commercial names, inventions, copy right, technical knowledge and commercial secrets related with the Products and Services, and any of their components. You recognize and accept that the data base and all the ratings, reports and information obtained by or through these Products and Services, or by and through **REIMEX** will only be available for internal use, and you may not borrow or show or in any way lend or distribute the named ratings, reports, information or data to third parties. You also accept not to publish, provide or share the credit score shown by **REIMEX**, including the Payment Rating, the Estimated Credit Score, the Commercial Experience Rating, bestowed upon your company with any third party for its divulgement on the internet, or printed manner or any other way, including commercial websites, or other data bases electronic or printed. The use of the Products and Services is only authorized for the ends established in the present document. You may not eliminate, alter, cover up, hide or interfere in any way with copyright, commercial brands, or other advertisements of copyrights that **REIMEX** may place or integrate with the Products and Services. With the exception of limited licenses granted by this agreement, any rights, titles or interest about the Product and Services will remain with **REIMEX**.

2. ELEGIBILITY

You must be at least 18 years old in order to create a **REIMEX** account and use its Services. The only ones that may create an account are the Registered Users and the Members, the unregistered users don't create an account. By using this service you state and guarantee the following:

- By accepting these Terms and Conditions, you become a part in a binding contract with **REIMEX**
- For Registered Users and members, acceptance of the terms and conditions occurs by accessing the account with the received password granted by a sales agent.
- For the Unregistered Users, acceptance of these Terms and Conditions occurs at the moment of accessing this platform.
- You must comply with this Agreement and all the National and International laws, rules and regulations
- You must never have been convicted of a major crime, sexual crime, or any crime which implies violence, and you that currently you are not obligated by law to register as a sex offender.

3. SERVICES RENDERED BY REIMEX

Credit and commercial information of the different actors within the agricultural industry, including producers, agricultural exporters, distributors, wholesalers, supermarkets, importers and other influential businesses within the industry.

This platform reports controversies stated by its users as a way to enhance the data base.

This platform may provide credit and commercial reports to its clients.

This platform allows the Users to grade a company, in credit and judicial categories.

This platform has a Market Place, where the members may publish offers for buying and selling, importing and exporting fresh fruit or other corresponding items relative to the Agricultural Business. REIMEX is not responsible for the published offers on the platform, they are exclusive responsibility of the User who publishes offers and the User that accepts such offers.

4. YOUR ACCOUNT

By using REIMEX you are responsible of maintaining the confidentiality of your User name and Password used to log on to the REIMEX platform, you are the only party responsible of any and all activities that take place under those credentials. If you think that someone has accessed your account, please immediately contact info@reimex.cl.

5. MODIFICATION AND TERMINATION OF THE SERVICE

REIMEX is always trying to improve its service in order to achieve additional functionality that may make the platform more attractive and useful. This means that every now and then we may add new and improved features or improve certain products, and also eliminate some of the outdated features, this will only happen if these changes don't affect the conditions of the rights and obligations for the User. The User accepts that all changes in order to improve the service may take place automatically without prior notification. In case it's necessary, we may even suspend the Service completely. If possible we'll notify you, unless there are exceptional circumstances such as security issues, which won't allow us to do so.

You may cancel your membership at any time by contacting info@reimex.cl.

REIMEX may cancel your account at any time and without previous warning if it considers that you have violated this Agreement.

6. SECURITY; INTERACTION BETWEEN USERS

Even though **REIMEX** makes a constant effort and encourages respectful User behavior, through its functions and gathering of information on public data bases and user statements, **REIMEX is not responsible for the conduct of the Users inside or outside of the Platform. We ask you take all the necessary precautions in all interactions you may have with other Users, especially, if you decide to communicate, contact or celebrate a contract with other Users outside the platform.**

REIMEX DOESN'T STATE OR GUARANTEE THE CONDUCT OF ITS USERS. REIMEX RESERVES THE RIGHT TO – AND YOU ACCEPT THAT REIMEX MAY CARRY OUT – A VERIFICATION OF THE CRIMINAL RECORD AND OTHER PRIVATE ANTECEDENTS (SUCH AS SEARCH THROUGH THE SEXUAL CRIMES REGISTRY) AT ANY TIME USING AVAILABLE PUBLIC RECORDS.

By accepting these Terms and Conditions, you are obliged to interact in good faith with the offers that are published within the REIMEX website, in the Market Place section, and also State of Controversy in an exact, honest, and legitimate manner.

7. RIGHTS WHICH REIMEX GRANTS

REIMEX grants a license which is personal, global, which grants royalty to its Members, non-transferable, non-exclusive, revocable, and non-transferable to third parties to access and use the Service. This license is given with the sole purpose that it may provide you with access to the information and benefits of the Service, in the stated and allowed manner by this Agreement. Therefore:

- Don't use the available content in the service as an object of commercial transaction, and in general as an object of any contract, deal or judicial act, without our written consent, except in the offers published in the Market Place, in which **REIMEX** only acts as a meeting platform and has no influence in the commercial relationships that may surge between parties.
- Don't copy, modify, transmit, create works derived from, make use of, or reproduce in any way material with copyrights, images, commercial brands, commercial names, service brands, or other intellectual property, contents or information, accessed through the Service without the express written consent of **REIMEX**
- Don't express or insinuate that any declaration is guaranteed by **REIMEX**. The statements contained in the platform are of exclusive responsibility of those who express them. The users give up any right to legal action against **REIMEX** with respect to their own statements and those of third parties.
- You may not use any robot, bot, spider, search robot, web scrapers, search engine, proxy or other manual or automatic device, method or process to gain access, recover, index, "mine data", or in any way reproduce the structure or presentation of the Services or their contents.
- Don't use the service in any way that may interfere with, interrupt or affect

negatively the Service, servers or networks connected to this Platform.

- Don't upload a virus, other malicious codes, or in any way risk the Service.
- Don't forge headings or manipulate identifiers to disguise the origin of any information emitted through the service.
- Don't make "frames" or "mirrors" of any part of the Service, without previous express written consent of **REIMEX**.
- Don't use metatags or codes or any other device that may contain any reference about **REIMEX** or the Service (or any brand, commercial name, brand service, logo or slogan of **REIMEX**) or direct any person to any other site or for any other purpose.
- Don't modify, adapt, sub-license, translate, sell, carry out reverse engineer, decode, decompile or disassemble any part of the Service, or encourage others to do so.
- Don't use or develop any application created by a third party that may interact with the Service or Content or information of other users without our express written consent.
- Don't use, access or disclose the application's programming interface of **REIMEX** without our express written consent.
- Don't probe or scan any vulnerability of any of our systems or networks.
- Don't encourage or incite any activity that may violate this agreement.

REIMEX may investigate and exercise any and all legal actions in response to the Illegal or Unauthorized use of the Service, including the termination of your account, without any cause.

Any software we provide may download and install updates, improvements or a new function in an automatic way. You may adjust these downloads automatically through the adjustments in the device. By means of this document, you accept these downloads.

8. RIGHTS WHICH THE USER GRANTS REIMEX

The User accepts that all the information that is entered at the time the account is created is exact and authentic, and the User has the right to publish the Contents in the Platform and the User Grants **REIMEX** a global license, transferable, sub-transferable, free of royalties, with the right and license to harbor, store, use, copy, show, replicate, adapt, modify, publish, and distribute the information that User has authorized.

The User understands and accepts that **REIMEX** may control or review any contents that is published as part of a Service. We may eliminate any contents, as a whole or in part, which in our judgement violates this Agreement, or may damage the **REIMEX** reputation in anyway.

When you communicate with our Customer Service Agents, you must be polite and respectful. If we feel at any point that your behavior is threatening or offensive, we reserve the right to terminate your account.

The User accepts that REIMEX may access, conserve, and reveal the information and content of your account if it is required by law or good faith and considers that such access is reasonably necessary, such as: (i) obey with legal proceedings; (ii) abide by this Agreement; (iii) respond to complaints that some of the content may violate third party rights; (iv) respond to customer service requests; or (v) protect the rights, property or safety of REIMEX or any other person; (vi) The Controversy Statements of other Users may contain private information of other members or Registered Users, these statements are made by the Members or other Registered Users and will never be revealed by **REIMEX**, through this agreement it is implied that the responsibility is always of the Users.

9. COMMUNITY RULES

By using the service the User accepts that they won't be able to:

- Use the Service for any illegal or banned purpose, prohibited by this Agreement.
- Use the Service for a harmful or detrimental end.
- Use the Service with the objective of harming **REIMEX**.
- Send unsolicited mail, demand money or scam any user.
- Publish in a deceitful, confusing or harmful way controversies or offers at the Market Place with the intent of damaging third parties or **REIMEX**.
- Usurp the identity of another person or entity or publish any image of another person without their explicit consent.
- Intimidate, "pester", assault, harass, mistreat or slander any person.
- Publish any content that violates or transgresses the rights of any person or that of **REIMEX**, whether it's suggestively or expressively, the rights of marketing, privacy, copyright, registered trademark or any other intellectual property or right that rises from the contract.
- Use the platform with the objective to gather, compile, accumulate, communicate, transmit or distribute information or any type of contents from the Service, such as user information; company information; controversies that may arise among members or third parties; relevant fruit market information, offer data base and in general any type of data or precedent provided by **REIMEX**.
- Publish any content that may be considered hate speech, threatening, sexually explicit or pornographic in nature; that incites violence; or contains nudes or unjustified graphic violence.
- Publish any content which may sponsor racism, intolerance, and hate or physical harm of any type against any group or individual.
- Request passwords for any purpose, or identification information of any person for commercial or illegal purposes, or divulge the personal information for a person without their consent.
- Use another User's password.
- Create a new account, if your account has already been terminated, unless you

receive explicit written permission by **REIMEX**.

REIMEX reserves the right to investigate and/or terminate any account if the agreement has been violated, the service has been used improperly or the user has behaved in a manner in which **REIMEX** considers inadequate or illegal, including actions or communications that occur inside or outside of the Service.

10. OTHER USERS CONTENTS

Even though **REIMEX** reserves the right to revise and eliminate any contents that violates this Agreement, such contents is the sole responsibility of the User who publishes it, and **REIMEX** cannot guarantee that the contents will abide by this Agreement. If you find any contents in this Service that violates this Agreement, please report it within the service or let us know by sending an email to reimex@reimex.cl.

The controversy system available for the members, through the functionality “Statement of Controversy”, has the objective of creating a rating system for the level of compliance of a Company with their agreed upon obligations, so that the risk may be evaluated and rated by the market. Therefore, the Members and Registered Users, always have the opportunity to publish their comments with respect to the controversies that may arise, this way maintaining the neutrality of the platform. **REIMEX** has a commitment to do everything within its power to notify companies that have been named in a controversy, however **REIMEX** won’t interfere in the outcome of any dispute among its members. The Members accept that **REIMEX** will notify its peers over published controversies and **REIMEX** and won’t be held accountable for the veracity, accuracy or legality of the declaration emitted by the Users.

11. RATES, PLANS AND PAYMENT

Plans	Content	Rate
FREE	a) Manage Company Profile (V2.0) b) 1 user. c) Access to basic information on over 6000 companies of the agricultural sector.	USD 0

STANDARD	<p>a) 3 Classic Reimex Reports.</p> <p>b) 2 users.</p> <p>c) Access to basic and advanced information on over 6000 companies of the agricultural sector.</p> <p>d) Credit News</p>	USD 499,90
PLUS	<p>a) 6 Detailed Reimex Reports on Agricultural Importers worldwide.</p> <p>b) 3 users.</p> <p>c) Access to basic and advanced information on over 6000 companies of the agricultural sector.</p> <p>d) Credit News.</p>	USD 699,90
PRO	<p>a) 12 Detailed Reimex Reports on Agricultural Importers worldwide.</p> <p>b) 6 users.</p> <p>c) Access to basic and advanced information on over 6000 companies of the agricultural sector.</p> <p>d) Credit News.</p> <p>e) Access to RCPA (only Chile)</p>	USD 849,90

12. WARRANTY EXCLUSION

REIMEX PROVIDES A SERVICE “JUST AS IT IS” AND “DEPENDING ON AVAILABILITY” AND IN GOOD MEASURE AUTHORIZED BY THE APLICABLE LAW, REIMEX DOES NOT GRANT ANY TYPE OF GUARANTEE, EXPLICIT, IMPLICIT, ESTATUATORY OR OTHER WITH RESPECT TO THE SERVICE (INCLUDING ALL THE CONTENTS), INCLUDING AND WITHOUT LIMITATION, ANY IMPLICIT GUARANTEE OF SATISFACTORY QUALITY, MARKETABILITY, APTITUDE FOR A PARTICULAR PURPOSE OR NO INFRACTION. REIMEX DOES NOT DECLARE OR GUARANTEE THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SAFE AND FREE OF MISTAKES, OR (C) ANY CONTENTS THAT IT OBTAINS THOUGH THE SERVICE WILL BE EXACT.

REIMEX WILL NOT ASSUME ANY RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR A THIRD PARTY PUBLISHES, SENDS OR RECEIVES THROUGH THE SERVICE. ACCESS TO ANY DOWNLOADED MATERIAL OR OBTAINED BY THE USE OF THIS SERVICE, IS TO BE USED AT YOUR OWN RISK AND DISCRETION.

REIMEX HAS NO LIABILITY FOR ANY CONDUCT, YOURS OR FROM ANOTHER USER, INSIDE OR OUTSIDE THE SERVICE.

13. THIRD PARTY SERVICES

This service may contain advertisement or offers promoted by third parties that may include links to other web sites or alternate resources. **REIMEX** is not responsible of the availability (or lack of) or validity of the mentioned web sites or alternate external resources. If you choose to interact with the third parties through our Service, the terms imposed by the third party will govern that relationship. **REIMEX** is not responsible for the terms or actions of the mentioned third parties.

14. LIMIT OF LIABILITY

The User accepts that **REIMEX** is not responsible for any direct or indirect damage, loss of profit, emerging damages, incidental damages, special or consequential, coming or in relation with the (i) use of the Platform; (ii) the responsibility of any user that doesn't render its services in subordination or dependency to **REIMEX**; (iii) in accordance with the performance or surfing on the Platform or its links to other websites, even if **REIMEX** has been informed of the possibility of such damages; (iv) the quality of the service given to the users; (v) the security of the rendered services; or (vi) false, incomplete or incorrect information about the services offered by **REIMEX**.

Furthermore, the User accepts that **REIMEX** isn't responsible for the damages derived from the interruption, suspension, or termination of the Services, including and without limitation of direct or indirect damages, loss of profit, emerging damages, incidental damages, special or consequential, even if such interruption, suspension or termination was or wasn't justified. In any case the complete responsibility of **REIMEX** with the User for any loss or damage may never exceed the amount paid by the User to **REIMEX**.

15. INDEMNITY

The User has the responsibility to defend, compensate and protect the **REIMEX**, staff, directors, employees, agents and affiliates, from and against any loss, complaint, legal action, cost, damages, sanctions, fines and expenses, including and without limitation legal fees, that may arise, related to or resulting in the unauthorized use of the Platform from the User, or any failure to fulfill these Terms and Conditions, including and without limitation, any violation of any law, ordinance, administrative order, norm or rule. **REIMEX** will notify the User as soon as possible, of any complaint, law suit, or procedure, and reserves the right to defend itself against any complaint, lawsuit or procedure.

16. TERMINATION

At its own discretion, **REIMEX** may modify or interrupt service on the Platform, modify, suspend or interrupt access or support, for any reason, with or without previous notice and without any responsibility to the User or any third party. Even if a User loses the right to use the Platform, the current Terms and Conditions may still be used against them.

The User may end the agreement under these Terms and Conditions at any moment, by stopping the use of the Platform, however all the clauses stipulated in this Agreement will

continue to exist.

The termination or cancelation of the account or service by **REIMEX**, regardless of cause, won't generate any type of compensation or indemnity for the User.

17. RESOLUTION OF CONFLICTS

Any dispute or controversy that may emerge in regards to the application, interpretation, duration, validity or execution of this Agreement will be subject to arbitration, following the Procedural Regulation Guidelines from the Santiago Center of Arbitration and Mediation, valid at the moment of the action.

The parties grant special irrevocable power to the Chamber of Commerce of Santiago A.G., so that it may, once it receives a written request by any of the parties, designate a mediator from the members of the Santiago Center of Arbitration and Mediation.

No action may be taken against the decision of the Arbitrator, both parties expressly agree to this. The arbitrator is authorized to solve any and all matters related to competency and or jurisdiction.

18. APLICABLE LEGISLATION

These terms and conditions will be governed by the laws of the Republic of Chile.

The terms of Use and the Privacy Policy constitute the complete and total agreement between the User and **REIMEX** with respect to the services, use and contents of the Platform, and substitute any and all previous or current communications and proposals (regardless if they are, written, oral or electronic) between the User and REIMEX with respect to the Platform and its Services.

19. NO AGENCY

With the hereby agreement no contractual bond such as contractual agency agreement, association, business venture, employer-employee or franchise-franchisee is created

