



TERMS AND CONDITIONS OF USE

January 20, 2023

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User agree to indemnify and hold harmless Clever Leaves, its parents, subsidiaries, officers, employees, contractors and each of their respective officers, employees and agents from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to User's violation of these Terms and Conditions of Use or the Privacy Policy, or any violations hereof or thereof by your employees or agents, or which arises from the use of the Site, or any Content contained herein. The failure of Clever Leaves to exercise or enforce any right or provision of these Terms and Conditions of Use, the Privacy Policy of other agreement referenced herein shall not constitute a waiver of such right or provision.

DISPUTE RESOLUTION

Any disputes and claims arising out of or in relation to these Terms and Conditions of Use, or Privacy Policy or the breach thereof shall be finally resolved by private, confidential arbitration administered by the Arbitration and Conciliation Center of the Chamber of Commerce of Bogotá ("CCB"). The arbitration shall be conducted according to the following rules: a) The court shall have its headquarters in Bogotá DC, Colombia and will be administered by the Arbitration and Conciliation Center of the Chamber of Commerce of Bogotá ("CCB"). b) The court will consist of one (1) Colombian arbitrator. The arbitrator shall be appointed by common agreement of the Parties and in the absence of agreement by the CCB. c) The arbitration will be conducted in accordance with the norms provided for the effect under the Colombian law, d) The award will be made in law. e) The fees of the CCB will be the applicable to the payment of the costs, expenses and fees demanded by the integration and operation of the Arbitral Tribunal.

The Parties hereto hereby waive, to the extent permitted by applicable law, trial by jury in any litigation in any court with respect to, in connection with, or arising out of these Terms and Conditions of Use or the validity, interpretation or enforcement hereof. The parties hereto agree that this section is a specific and material aspect of these Terms and Conditions of Use and would not agree to these Terms and Conditions of Use if this section were not part of these terms of service.



APPLICABLE LAW

These Terms and Conditions of Use will be governed and interpreted by the laws of the Republic of Colombia. Access to this site is subject to acceptance of the Terms and Conditions of Use.

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Clever Leaves may, in our sole discretion, terminate or suspend User's use or access to the Site, or the Content for any reason.