



TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use of the website establishes the rules of access and use of www.cleverleaves.com (hereinafter the "Site"), operated by Ecomedics SAS, a company domiciled in Bogotá, Colombia (hereinafter, "Clever Leaves"). The only access and / or use of the Site, of all or part of its contents means full acceptance of the conditions contained herein. A "User" is a person who enters the Site.

TERMS OF USE

The material contained on this Website is only and exclusively for information purposes. The authors of the information contained on this Site, as well as any parent company, subsidiary, and/or affiliated of Clever Leaves, and / or any other person or company that intervenes or has intervened in its design and set and / or involved in any other way with this, it will try to include accurate and updated information on this Website, so it does not grant any guarantee or representation of any kind with respect to the accuracy, timeliness or completeness of said information. This website constitutes an informative facility of Clever Leaves, so Clever Leaves is not responsible for the use that the User makes of this page and the information contained herein. Clever Leaves will not be liable for any damages, including without limitation to direct, incidental, consequential, indirect or punitive damages that arise due to access to or use or inability to use this Website, or any error or omission in the content of the same. This limitation includes damage to, or of any virus that infects the User's computer or equipment.

CONTENT AND RESPONSIBILITY

All the information contained in this website in no way is intended to provide a solution to people's health problems, including, but not limited to the diagnosis, treatment and ways of prescribing, so it is recommended that everything and any patient always be treated and treated directly by a health specialist. Each person should consult their doctor regarding any questions they may have about any condition and especially before deciding on any particular treatment without the prior recommendation and strict supervision of the doctor attending the specific case.

MODIFICATIONS

Clever Leaves reserves the right to modify at any time, these Terms and Conditions of Use of the Site as it deems appropriate. In any case, it is recommended that the User periodically consults these Terms and Conditions of Use of the Site, as they may be modified.

OBLIGATIONS OF THE USER



The User must respect at all times the Terms and Conditions of Use established herein. The User expressly states that he will use the Site diligently and assuming any responsibility that may arise from breach of the rules.

By accessing this website, the User accepts that the information contained herein may only be used during the browsing time on the page, so he may not copy, store, or download, in any way, the information on this page without the consent from Clever Leaves. Likewise, Clever Leaves reserves the right to exercise the legal actions it deems pertinent, against those who misuse the information contained herein.

The User may not use the Site to transmit, store, disclose, promote or distribute data or content that are carriers of viruses or any other computer code, files or programs designed to interrupt, destroy or impair the operation of any program or equipment, IT or telecommunications.

RESPONSIBILITY OF THE SITE

The User knows and accepts that the Site does not grant any guarantee of any nature, whether express or implied, on the data, content and information incorporated into the Site.

According to the maximum scope allowed by applicable laws, in no case will Clever Leaves and / or its suppliers be liable for any direct, indirect, anticipated or unforeseen damage or any other damage which includes, without limitation, damages for loss of use, of data related to the use or performance of the website caused by the delay or inability to use this website, failures in the system, on the server or on the Internet, the failure to provide services, or for any information, software, products and related graphics and obtained through this Website, or in some other way arising from the use of this Website. Additionally, Clever Leaves does not guarantee continued or uninterrupted access and use of this Website due to system, server or Internet failures or for any other circumstance.

WORLDWIDE PRODUCTS

This Site may contain product information which is not available in all locations. A reference to a product on this website does not mean that such a product is available at User's location. The products referred to in this Website may be subject to different regulatory requirements depending on the country of use.

LINKS TO OTHER SITES

In this Website the User will find links to other websites. The terms of use and data privacy policy of these websites may be materially different from those of Clever Leaves. Clever Leaves accepts no responsibility for the links incorporated into the Site, and in particular we are not responsible for the lack of accuracy or legality of



such content. Clever Leaves does not accept any responsibility arising from an infraction or omission in the privacy policy of these websites.

INTELLECTUAL AND INDUSTRIAL PROPERTY

All content, brands, logos, drawings, documentation, computer programs or any other element susceptible to protection by intellectual or industrial property legislation, which are accessible on the Site correspond exclusively to Clever Leaves or its legitimate owners and are expressly reserved all the rights over them. The creation of hypertext links (links) to any element of the Site without the prior authorization of Clever leaves is expressly prohibited.

The Site does not grant any license or authorization of use to the User on its contents or data, other than that expressly detailed in these Terms and Conditions of Use of the Site.

USE OF COOKIES

Clever Leaves uses "cookies" on its website. A cookie is a text file that is recorded on your hard drive by a web page server. Cookies cannot be used to execute programs or distribute computer viruses to the User's computer. Cookies are assigned to the User by the server in a one-to-one relationship, and can only be read by a member server of the domain that issued the cookie to the User.

The User has the possibility of accepting or rejecting cookies. Most Internet browsers accept cookies automatically, but if you prefer, the User can modify the settings to reject them. If the user chooses that the browser rejects cookies, they may not be able to take full advantage of the interactive features of the information offered on the Site.

DATA PRIVACY

By emailing to Clever Leaves in the section: Contact Us, the User authorizes Clever Leaves the parent company, its subsidiaries or their contractors to be used as data processors, to collect, store, manage, use, transfer between them and destroy in the manner permitted by law, which are provided for the sole purpose of responding and tracking your initial communication sent to Clever Leaves.

Users have the right at all times and for free to know, update, correct or request that they certify or delete their personal information from the Clever Leaves databases through the email info@cleverleaves.com in accordance with Article 8 of Law 1581 of 2012 and the Data Privacy Policy that is available on the website www.cleverleaves.com.

DISPUTE RESOLUTION



Clever Leaves agrees that for all disputes and claims arising out of or in relation to these Terms and Conditions of Use, it will be definitively resolved by an arbitration tribunal 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.

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.