

<https://www.surcos.com/tyc>

TERMS AND CONDITIONS

This document describes the general terms and conditions (“General Terms and Conditions”) applicable to the use of the website operated by Surcos S.A. CUIT 30-58952711-5 located at the url: www.surcos.com (“Surcos” or the “Site”). Any person (“User” or “Users”) wishing to access or use the Site will be subject to these Terms and Conditions and all other policies and principles governing Surcos and here incorporated by reference.

IF YOU DO NOT WANT TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU ARE ADVISED TO LEAVE THE WEBSITE ACCORDINGLY.

The User who voluntarily registers on the Site must read, understand, and accept all the conditions established in the Terms and Conditions and the Privacy Policies and all other documents therein incorporated by reference.

1 – Registration

It is mandatory to complete all registration form fields with valid data to use some Site services. Surcos is not responsible for the accuracy of the personal data provided by its Users. Users guarantee and respond, in all cases, to the integrity, accuracy, validity and authenticity of the personal data entered and undertake to keep data up-to-date.

2 – Website Content. Product List

The content of the Site has been created with the utmost caution. Surcos cannot guarantee content accuracy, integrity, reliability or ease of use, nor can it ensure that it is up-to-date. The User is, in general, obliged to carry out a professional verification of the suitability of all the content for the intended use or to entrust such verification to a third party.

Surcos is responsible for the original content published on the Site within the framework of general legislation. However, Surcos is not obliged to monitor transmitted or stored third-party information or investigate the circumstances that indicate the existence of illegal activity.

This Site and any information about Surcos products are provided “as is” and to the extent permitted by law, without any (express or implied) guarantee, commitment or liability. Surcos is not responsible for damages caused by, or in connection with, the use of this information. Surcos is not responsible for, and assumes no liability whatsoever, concerning any indirect, incidental or secondary damages caused by using said content or concerning it.

The information on Surcos products is based on the current knowledge and experience of the company. All information complies with the decisions of the competent authority on admissions. Several factors can affect the processing and application of the product. Therefore, the User is advised to conduct tests and examinations. Additionally, storage and use are beyond Surcos’ control and the company cannot foresee all the relevant

circumstances. Therefore, the company disclaims any liability for damages caused by improper storage and use.

The application of the product in areas not described in the product leaflet has not been verified by Surcos. Therefore, Surcos waives all responsibility concerning any damage derived from said application.

Diverse environmental factors, especially at the local or regional level, may influence the effect of the product. Surcos or its distribution partners do not accept any responsibility for such consequences.

The product user must observe current property rights, applicable laws and regulations, approval stipulations and product instructions. All statements and information herein are subject to change without prior notice.

3 – Privacy Policies

To use some services offered by Surcos or buy products through the Site, eventual Users must provide specific personal data. Your personal information is processed and stored on servers or magnetic media that keep adequate security standards and physical and technological protection. Please refer to our Privacy Policies for more information on personal data privacy and cases where personal information will be disclosed.

4 – Public Access, Forums, Blogs

Surcos visitors or Users may not use public access to the Site, such as forums, blogs or any other to:

- a) provide false or incorrect information;
- b) manipulate or distort the market;
- c) insult or attack other visitors, Users or third parties;
- d) violate or break the law.

Surcos does not moderate public sections of the Site. Therefore, the company is not responsible for the opinions or comments expressed by visitors or Users in said spaces and cannot ensure the integrity, accuracy or timeliness of the content provided by third parties. Surcos reserves the right to edit said spaces at its sole discretion.

5 – System or Database Violations

No action or use of device, software, or other means is allowed to interfere in the activities and operations of Surcos and the availability of the information contained in the Site or any of Surcos services or databases. Any intrusion, attempt or activity in violation of, or contrary to, the laws on intellectual property rights or the prohibitions stipulated in this contract, will make the person responsible for such actions liable to the relevant legal actions and penalties

provided for in this agreement and the law, and the total compensation of the damages caused.

6 – System Failures

Surcos is not responsible for any damage, harm or loss caused by failures in the system, the server or the Internet. Surcos will not be liable for any virus that could infect the User's computer due to the access, use or examination of its website or as a consequence of any transfer of data, files, images, texts, or audio contained in it. Surcos is not liable, nor can payment be demanded, for loss of profits by damages resulting from technical difficulties or failures in the system or the Internet. Surcos does not guarantee continuous or uninterrupted access and use of its Site, nor will it be responsible for any errors or omissions in its website. The system may eventually be unavailable due to technical difficulties or Internet failures.

7 – Intellectual Property. Links

Surcos is the Site's administrator and all associated rights are owned and reserved by Surcos. The copying, processing, distribution and any form of use outside the law's limits will require the written consent of Surcos. The content of this Site also contains links to external websites over which Surcos has no control. Therefore, Surcos cannot accept any responsibility concerning such content.

8 – Cookies or Web Beacons

The Surcos visitor or User is aware of, and accepts, the use of a tracking system with cookies or Web Beacons (the "Cookies"). Cookies are small files or images installed on the hard drive, with a limited duration in time, that help customise services. Cookies help better understand the interests, behaviour, demographics and needs of Surcos visitors or Users to provide tailored services or relevant information.

Surcos may add Cookies to the e-mails to measure the effectiveness of e-mail campaigns.

We also use Cookies so that Users do not have to enter their password frequently during a browsing session and to count and corroborate registrations, user activity and other concepts. Cookies will not be used for other purposes unrelated to Surcos. Additionally, Cookies or other similar systems installed by third parties can be found on certain pages of Surcos.

Cookies installation, permanence and existence on the User's computer will depend on the sole will of the User. Cookies can be removed from the User's computer when the User so wishes.

9 – Applicable Law and Address

All the sections in this agreement are governed by the laws in force in the Argentine Republic. Surcos S.A. address is Avenida Freyre 2363, Santa Fe, province of Santa Fe, Argentine Republic.