

TERMS AND CONDITIONS www.porth.app

ACCEPTANCE OF CONDITIONS

By using the site www.porth.app and the applications derived from our company, you accept the obligations, terms and conditions stipulated in this document, so you must read it completely. These policies, terms and conditions will be reviewed and modified periodically at the discretion of the company and will govern the use of the site without the need for you to receive prior notification in this regard. Consequently, it is necessary that you periodically review the updated policies and if you have any questions, contact us at the following email address: hello@porth.app

SCOPE OF THE POLICIES

The policies contained in this document apply to its content, as well as to the links and associated or related to it.

RESPONSIBILITY

PORTH ARL, a corporation domiciled in Delaware, United States, is the company responsible for the operation of the site and its mobile applications. As such, you accept that the company is exempt from any responsibility related to the veracity or quality of the information displayed, as well as any damage, direct or indirect, that your equipment may suffer, or any equipment used to access the site, or your person as a reason for using the site.

PORTH ARL does not represent or endorse, opinions or statement disseminated through the site by third parties, so the decisions made by users based on them are the sole responsibility of the users.

Likewise, PORTH ARL is not responsible for the links that can be made from the site to other sites, and in no way does this constitute a relationship with such sites or the entities that operate them.

In short, every user exempts PORTH ARL and its subsidiaries, shareholders, directors, officers, collaborators, representatives from any and all liability.

USER OBLIGATIONS

As a user of the site, you accept that you will not use the information for purposes other than strictly personal ones, excluding any commercial or informational purpose not previously authorized. Likewise, you will refrain from modifying the information contained on the site, or from using it as an element for abusive practices or unfair competition. No information and/or image on the site may be used and/or copied by a user without the express written consent of PORTH ARL.

For example, you will avoid collecting, copying or disseminating information from third parties, including that of your emails, when you do not have express and written authorization to do so; will avoid creating a false identity or a false email address, or other information that is not truthful, nor perform acts aimed at deceiving the identity of the user or the origin of their messages; use the site in any manner contrary to morals or ethics, including the transmission through the site of illegal, offensive materials; prevent the proper use of the site by third parties; attempt to access the site or associated sites, or confidential materials, by improperly using passwords or other unauthorized means, as well as interfering or disrupting the normal use of the site; attempt or perform acts to infect the site or its network with viruses or other

programs that affect the normal functioning of the site; generally perform any act that is contrary to morality, current and applicable legal provisions, and/or public order.

In the event that the user makes improper use of the site, or incurs in any of the prohibited conducts, or violates the policies described herein or any other applicable rule, the user agrees to pay the compensation that is sufficient to compensate the damage caused to PORTH ARL and /or to third parties, plus any sum from the applicable legislation.

INTELLECTUAL PROPERTY RIGHTS

All texts, images, diagrams, photographs, videos, mobile application programs, data and any other materials to which as a user you have access on the site or related materials, are the exclusive property of PORTH ARL, in accordance with the laws of intellectual property. , and may not be used or imitated in any way, or under any exception.

In the event that as a user you provide information or other materials to the site, it is accepted that it is under your strict responsibility, for which you assume any conflict related to the rights of third parties, especially intellectual property, releasing PORTH ARL in its entirety from any responsibility on the individual.

All trademarks, notices and trade names that appear on this site are the property of PORTH ARL. In cases where brands that are not owned by PORTH ARL are used, this will be indicated, without it being interpreted that the inclusion of such brands implies sponsorship or support for them.

EXCLUSION OF LIABILITY

PORTH ARL is not responsible for the repercussions that access to the site may have on the decisions that the user adopts based on it, nor is it responsible for damages that any equipment may suffer as a result of entering the site or its links. Likewise, PORTH ARL is not responsible for the continuous operation of the site, or for interruptions that may occur in the system.

COMPETENCE, JURISDICTION AND APPLICABLE LAW

Everything related to the site and its use by the user will be subject to the competence and jurisdiction of the Court of Wilmington, Delaware, United States. These terms and conditions shall be interpreted and enforced in accordance with the laws of the State of Delaware, United States. Any dispute related to the use of the site, including any claim against PORTH ARL, its parent company, subsidiaries, shareholders, directors, officers, executives, employees, will be brought in the United States.

DATA POLICY “www.porth.app”

PORTH ARL, a corporation domiciled in Delaware, United States, it is important to give the strictest compliance with the Law and the protection of the rights of individuals, which is why the following policy has been established for the storage, conservation, treatment, integrity and use of the personal data that has been made available to us.

PORTH ARL is a platform which wants to provide its users with a control tower for traceability of shipments and logistics services, integrating, communicating and managing documents in one place.

- AREA OF APPLICATION. This document applies to the processing of personal data obtained and managed by PORTH ARL as centralizer and administrator of all its databases.

WHAT INFORMATION WE COLLECT

We will collect Personal Information about you from a variety of sources, including information we collect from you directly, information we collect automatically from your use of the Services, and information we collect about you from other sources, described below:

1. Personal data (such as company name, company members, location, e-mail, telephone and company logo). Keep in mind that any profile information such as company name and logo will be visible to other users who are part of your network of contacts.
2. Contact information (such as e-mail)
3. Account login details (such as username and encrypted password)
4. Financial information, such as the expiration date of the plan in case it is a paid version, (if applicable);
5. Protected features, such as account information, contained conversations, or uploaded documents.
6. Commercial information, such as information about subscription plans and/or requested services;
7. Internet or other electronic network activity information, such as information about behavior and searches on the Porth.app online browsing system;
8. Visual information, such as the brand logo
9. Any other information you may choose to provide us when you post or upload captions and/or content to the Services, fill out a form, submit a request to our support function, respond to a survey, submit ratings and reviews, and participate in promotions and /or questionnaires.

OTHER SOURCES

Port ART may receive additional information about THE company from external service providers and/or partners, such as demographic data, their activities on and off our Services through collaborations and from our external advertisers.

HOW WE USE THE INFORMATION WE COLLECT

The information we collect from the company and you ensure that you can use our Services in a secure environment. As part of this mission, we may use your information for the following purposes:

SERVICES

We may use your information to:

- Allow you to access and use the Services;
- authenticate your identity when you log in to our Services;
- personalize or otherwise tailor your experience, for example, provide you with content based on your search and preferences;
- determine your general geographic location to personalize our Services;
- recommend content and determine if the requested content is available in your region;
- process your payment for the Services through third party service providers; Y
- manage the accounts you have with us;

ADVERTISING

Porth ARL uses your Personal and Business Information to serve you advertisements that may be of interest to you.

MARKETING

Port ARL uses your information to send you promotional messages, newsletters, learning materials for the proper use of porth.app and other information that may be of interest to you based on your communication preferences.

COMMUNICATION

Port ARL uses your information to contact you in connection with the maintenance of our Services and to respond to and resolve your support requests, questions and issues;

SECURITY

We use your information if we believe the use is necessary to investigate and prevent security and abuse issues; Research and Improvement of Services In an effort to provide you with the best Services, we may use your information to conduct studies to further develop the Services.

LEGAL REQUIREMENTS

We may use your information to comply with legal obligations to which we are subject, to protect our intellectual property (including, but not limited to, our copyrights and trademarks) and to enforce our Terms of Use, and to cooperate with regulators and enforcement bodies.

RIGHTS OF THE USER AND THE COMPANY

Subject to local law, you may have certain rights over the information we have collected that relates to you. We encourage you to contact us to update or correct your information if it changes or if you believe that any information we have collected about you is inaccurate at hello@porth.app

You should be aware that we may need additional information to fulfill your requests. If you wish to exercise such rights, please email us at hello@porth.app

SECURITY

We care about the security of your Personal Information. We implement technical and organizational measures to ensure a level of security appropriate to the risk for the Personal Information we process. These measures are intended to ensure the continued integrity and confidentiality of your Personal Information. However, no company can fully guarantee that data cannot be accessed, disclosed, altered, or destroyed by a breach of any of our physical, technical, or managerial controls. We also need your help: it is your responsibility to ensure that your personal information is accurate and that your password is unique and secure and that you do not share it with third parties.

CHANGES TO THIS PRIVACY POLICY

PORTH ARL will respect the privacy of the users of its site, avoiding sharing their email with third parties, as well as any personal information that is provided by the user. All users expressly exempt PORTH ARL, its parent company, subsidiaries, shareholders, directors, officers, executives, collaborators or any affiliated entities from any liability for any personal information of the user that is obtained by a third party without the consent or approval of PORTH ARL.

Port ARL may modify or update this Privacy Policy from time to time.

The most recent version will govern our use of your Personal Information and will always be available at www.porth.app. Previous versions are available upon request. If we make changes that we believe will have a material impact on your rights, we will notify you. Otherwise, you indicate your acceptance of any changes or updates to this Privacy Policy by continuing to use our Services.

CONTACT

If you still have questions or concerns about how your Personal Information has been used, please do not hesitate to contact us and our Data Protection Officer by email at hello@porth.app

We are committed to working with you to obtain a fair resolution of any complaint or privacy concern. However, if you believe that we have not been able to assist you with your complaint or concern, you have the right to lodge a complaint with your data protection authority.

Modification date: September 15, 2022.