Terms of service

Updated as of April 21th, 2023

## 1. OBJECT AND GENERAL INFORMATION

Website owner:

Identity: ETEVA S.A. - RUT: 76.252.924-6

Postal address: Av. El Golf 99, office 101-B. Las Condes. Santiago. Chile

Phone: +56 9 6587 6798

Email: contacto@ednovus.com.pe

Purpose of the Website: Online and distance course marketplace.

These Conditions of Use regulate the use of the website www.ednovus.com.pe (hereinafter "EDNOVUS") owned by ETEVA S.A.

EDNOVUS is an online and distance course marketplace where our users and clients can purchase the products and services offered by us or our affiliated educational partners (educational Partners).

In any case, accessing www.ednovus.com.pe by any Internet user implies acceptance and compliance with these Conditions of Use and any other specific condition of the product or service offered. Therefore, prior to accessing and/or using such content, the user must carefully read these Conditions of Use.

For the purchase of products or services offered in promotions and their formalization, EDNOVUS will provide on the website, in advance, the specific conditions for such products or services as well as particular conditions that must be expressly accepted by the user and will form an integral part of the Conditions of Use.

## 2. USERS

www.ednovus.com.pe is a website that is freely accessible and available for visitation by all Internet users over 16 years of age, without the need to register until the start of a purchase or the request for the sending of offers and/or discounts (hereinafter, "Visitors").

People who want to receive information on a regular basis about available offers and discounts to their email address must have the status of "Subscriber User," which is acquired by completing and submitting the form available on the website for this purpose. The frequency of sending information on offers will be daily for each new promotion. Users who want to participate in promotions and make purchases must have the status of "Registered User," which is acquired by completing at least the mandatory fields marked with [\*] and submitting the form in the "Register" section or any other form sent by EDNOVUS directly or through third parties.

In the case of Registered Users who do not want to receive offers or wish to change their preferences, they must deselect or select within the user control panel. In any of the three cases mentioned above (Visitor, Subscriber User, and Registered User), access and/or purchase of the products and services offered through EDNOVUS implies acceptance and compliance with the Conditions of Use in the version published at the time of accessing the website.

EDNOVUS reserves the right to reject any registration request or to cancel a previously accepted registration, without being obliged to communicate or explain the reasons for its decision and without generating any right to compensation or reimbursement.

#### 3. INFORMATION ABOUT OFFERS

Each offer will include specific conditions of the services and/or products offered. It will contain the specific and necessary information for the use of the product and/or service, validity periods, requirements, restrictions, limitations or technical, physical or legal warnings about the product or service, which will be considered as particular conditions and must be expressly accepted at the time of purchase by users.

The descriptions of the products or services offered on the website are based on information provided by EDNOVUS collaborators. Photographs or videos related to products and services and commercial names, trademarks or distinctive signs of any kind contained on the EDNOVUS website are about the actual products or services offered for sale in order to provide the most truthful and accurate information about the product or service and its characteristics. However, it is expressly mentioned that they have an informative and guiding nature and are not exhaustive.

EDNOVUS rejects any responsibility for information not directly produced by EDNOVUS or not authorized by it under its name, as well as the responsibility arising from the misuse of the content, and reserves the right to update, delete, limit or prevent access to them, temporarily or definitively.

#### 4. PRICES

Each offer includes specific conditions for the services and/or products offered. Specifically, it will contain the specific and necessary information for the use of the product and/or service, the validity periods, the requirements, restrictions, limitations or technical, physical or legal warnings about the product or service, which will be considered as specific conditions and which must be expressly accepted at the time of purchase by users.

The descriptions of the products or services offered on the Website are made based on the information provided by EDNOVUS collaborators. The photographs or videos related to the products and services and the commercial names, trademarks or distinctive signs of any kind contained on the EDNOVUS website are about the actual products or services offered and put up for sale in order to provide the most truthful and accurate information about the product or service and its characteristics. However, it is expressly stated that they are for informative and guiding purposes only and that they are not exhaustive.

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## 5. PAYMENT METHODS AND SECURITY

Payment will be made by credit or debit card, through the 2Checkout payment gateway when this option is available. At the time of placing the order and/or accepting the purchase, the Registered User who decides to make the payment by credit card will be redirected to the secure payment gateway provided by the bank where he/she will provide the credit or debit card details, the expiration date, the CVV2/CVC2 (the three (3) security digits that appear on the back of the card), as well as the name of the cardholder if requested.

For each purchase, the user must provide the requested information that will be processed through "secure online payment gateways", because EDNOVUS does not store the bank details in the Registered User's account once the purchase has been confirmed and completed.

EDNOVUS has the maximum commercially available security measures in the sector. In addition, the payment process operates on a secure server provided by the bank using the SSL (Secure Socket Layer) protocol. The secure server establishes a connection so that the information is transmitted encrypted using 128-bit algorithms, which ensure that it is only intelligible to the Registered User's computer and the Website's computer.

The SSL (Secure Socket Layer) encryption technology allows all personal data requested in a transaction, such as name, address or credit card number, to be transmitted securely. Encryption is the encoding of data in such a way that only those involved in a transaction can interpret it. Encryption prevents outsiders from intercepting transactions and being able to know their contents.

The Registered User must notify EDNOVUS of any unauthorized or fraudulent charges on the card used for purchases, by email or by phone, as soon as possible so that EDNOVUS can take appropriate action.

## 6. FORM OF DELIVERY

Upon completing the purchase, a code will be sent to the registered user's email address as proof of purchase, which is essential to claim the product or service from the collaborator. The purchase code is unique to each transaction and serves to identify its validity and expiration date for the enjoyment of the purchased product or service.

EDNOVUS will issue invoices to its registered users at the time of purchase of products or services.

## 7. AVAILABILITY AND DURATION OF THE OFFER

The availability of discounts and offers offered by the collaborators to EDNOVUS will be determined in each case, depending on the promoted product or service. All updated information about the availability and duration of the offer will be available to users on the website during the validity of the offer.

#### 8. SERVICE PROVISION/PRODUCT DELIVERY

Each purchase made by the registered user requires the acceptance of the Terms of Use, by checking the corresponding box, and expressly and unequivocally implies knowledge and acceptance of the particular conditions and details of the services and/or products of the purchased offer.

## 9. CANCELLATION

The holder of the purchase code is entitled to a refund of the amount paid by EDNOVUS within a maximum period of 5 business days from the payment date. This cash refund must be requested by email to contacto@ednovus.com.pe. After this period, the holder will not be entitled to a refund. However, once the code is validated against the collaborator, revocation or cancellation of the purchase code is no longer possible.

## 10. RECOMMENDATIONS

To recommend any of the EDNOVUS offers, you must log in or activate your account to share it with your friends. When a registered user recommends EDNOVUS to a friend, they will do so directly from their own email address, solely and exclusively providing EDNOVUS access to its website through the "Share it" link. It will be the registered user who will be responsible for any possible liability arising from such recommendation. EDNOVUS will have no responsibility as it is the registered users who make the recommendations.

#### 11. CONTESTS

EDNOVUS may conduct contests on the website www.ednovus.com.pe. Participation in these contests is entirely voluntary. The requested data may include personally identifiable information. By participating, you agree to all the terms and conditions, which will be clearly specified in the rules.

# 12. INTELLECTUAL AND INDUSTRIAL PROPERTY

The contents provided by EDNOVUS are subject to intellectual and industrial property rights and are the exclusive property of EDNOVUS or the natural or legal persons informed. By acquiring a product or service, EDNOVUS does not grant the acquirer any right to alter, exploit, reproduce, distribute, or publicly communicate it, reserving all these rights for EDNOVUS. The transfer of said rights will require the prior written consent of the holder thereof, so that the customer may not make such contents available to third

parties. Intellectual property extends, in addition to the content included in EDNOVUS, to its graphics, logos, designs, images, and source code used for its programming.

EDNOVUS has obtained the information and materials included on the website from sources considered reliable, and although reasonable measures have been taken to ensure that the information contained is correct, EDNOVUS cannot guarantee that such information is accurate, complete, up-to-date, and, consequently, should not be relied upon as if it were. EDNOVUS expressly disclaims any liability for errors or omissions in the information contained on the pages of this website.

EDNOVUS informs that it does not grant any implicit license or authorization on intellectual and/or industrial property rights or on any other right or property related, directly or indirectly, to the contents included on the website.

## 13. ACCESS AND STAY ON THE WEBSITE

Registered Users, Subscriber Users, and Visitors ("Web User") are entirely responsible for their conduct when accessing information on the website, while browsing it, as well as after accessing it. The Web User agrees to diligently and faithfully observe the recommendations established by EDNOVUS regarding the use of the website. For this purpose, EDNOVUS will address the Web Users through any means of communication through the website.

The Web User undertakes not to use any of the contents made available by EDNOVUS, whether prepared by EDNOVUS or not, published or not under its name officially, to develop activities contrary to the law, morals, or public order. Those who access the website must observe the applicable legislation, ethical or conduct codes that may be subscribed to, and the general rules of website use. In accordance with these, they shall refrain from taking any action to the detriment of EDNOVUS. The Web User shall be liable for any damages and losses that EDNOVUS may suffer as a result of non-compliance with any of the obligations established herein.

EDNOVUS reserves the right to update the contents when it deems it appropriate, as well as to delete them, limit them, or prevent access to them, temporarily or definitively, as well as to deny access to the website to Registered Users and Subscriber Users who misuse the contents and/or fail to comply with any of the conditions set forth in these Terms of Use.

EDNOVUS informs that it does not guarantee that access to the website will be uninterrupted or error-free. Nor does it guarantee that the content or software to which Registered Users, Subscriber Users, and Visitors access through the website or through linked websites does not contain any errors, computer viruses, or other elements in the contents that may cause alterations in their system or in the electronic documents and files stored on their computer system or cause any other type of damage.

## 14. LINKS TO OTHER INTERNET SITES

The EDNOVUS website www.ednovus.com.pe may contain links to other third-party pages. Therefore, it cannot assume responsibility for the content that may appear on third-

party pages. The texts, images, sounds, animations, software, and other contents included on this

#### 15. RESPONSIBILITIES

EDNOVUS exempts itself from any responsibility regarding any decision made by the user of the Website as a result of the information contained therein. Please note that the descriptions of the products or services offered on the Website are based on the information provided by EDNOVUS collaborators. The photographs or videos relating to the products and services, and the commercial names, trademarks or distinctive signs of any kind contained on the EDNOVUS website are about the actual products or services offered and put up for sale in order to provide the most information about the product or service and its characteristics.

EDNOVUS does not guarantee the accuracy of the information contained in the photographs and illustrations provided by its collaborators and therefore assumes no responsibility for their possible inaccuracy. In addition, EDNOVUS disclaims any responsibility for information not directly prepared by EDNOVUS or not authorized for publication under its name, as well as any liability arising from the misuse of the content, and reserves the right to update, delete, limit, or prevent access to it, temporarily or permanently.

In the event that Registered Users who have made a purchase initiate any type of claim regarding the goods, products, and/or services, such claims or actions exempt EDNOVUS, its manager, directors, employees, representatives, and agents from any responsibility. EDNOVUS, as part of its policies for admitting its collaborators, requires the integrity, honesty, social responsibility, and moral soundness of each of them, as well as the quality of their products and services.

#### 16. INDEMNIFICATION

Registered Users, Subscriber Users, and Visitors ("Web User") shall indemnify EDNOVUS, its directors, administrators, representatives, and employees, for any claim or demand by third parties related to the activities promoted within the Website or for non-compliance with the Terms of Use and other policies that are understood to be incorporated herein or for the violation of any laws or rights of third parties.

## 17. NULLITY

If any clause included in these Terms of Use is declared, totally or partially, null or ineffective, such nullity or ineffectiveness shall only affect said provision or the part thereof that is null or ineffective, with the Terms of Use remaining in force in all other respects, and the affected provision, or the part thereof, shall be deemed not to have been included.

# 18. MODIFICATION OF THE GENERAL TERMS OF USE

EDNOVUS reserves the right to modify, at any time, the presentation and configuration of the Website, as well as these Terms of Use. Therefore, EDNOVUS recommends that Registered Users and Subscriber Users read them carefully each time they access the Website. Registered Users and Subscriber Users will always have the Terms of Use in a visible, freely accessible location for any inquiries they wish to make. In any case, acceptance of the Terms of Use will be a necessary and indispensable step prior to the acquisition of any product or service available through the Website.