

TERMS AND CONDITIONS DESTINY SERVICES

1. DESTINY's Terms and Conditions which refer to any of the products and/or services marketed by DESTINY.
2. Client's Obligations: The Client is obligated to Destiny as follows: a) to deliver all material for the purpose of designing, manufacturing and developing the product, in accordance with the specifications and conditions of this order, within a maximum term of ten (10) days counted from the creation of the request. If the customer does not deliver the material within this term, Destiny may cancel the order; b) pay the value foreseen in the order as soon as the request is made.
3. Destiny's obligations: With the material received Destiny will execute the service for which this request is received, where its composition, layout and presentation, fonts, size, alphabetical order and sections will be determined by Destiny, according to its knowledge and experience in the elaboration, design, development and placement of its different products, Destiny is committed to program, design, develop and structure the product. In addition, it will provide the customer, where appropriate, the provision of hosting services.
4. Customer's warranty for the delivered material: The customer warrants that all material used and provided for the purpose of fulfilling this order is not illegal and does not infringe the intellectual property rights of third parties.
5. If for any reason the material delivered by the client does not meet the necessary requirements to be included, Destiny will inform the client, in order to correct the problems, and send the appropriate material, within five (5) days maximum; otherwise the product will be elaborated, designed and developed in the best way at Destiny's discretion.
6. Destiny will inform via e-mail to the client that its product can be consulted on the site provided by the company, so that in both cases within two (2) days after sending such communication the client communicates in writing to Destiny, that approves the product or communicate corrections or changes to it. If no response is received from the customer within the deadline, it is assumed that the product has been approved. Once the product has been tacitly or expressly approved by the customer, Destiny shall not be liable for any errors or omissions.
7. If the customer does not cancel its obligation within the term provided, Destiny reserves the right to cancel the publication order, to download the contracted product from the network or to suspend the service, without prejudice to the collection of the appropriate value through any legal mechanism.
8. Exclusion of Warranties: In the case of a technological product, the functionality and advertising of the product specified in this order depends on the availability of

the system; Destiny does not guarantee that its Internet site will operate without interruption or that it is free of errors or viruses, nor is it liable in the event of interruption of its sites or for any errors that occur in these, nor for the loss of data that occur on the occasion of or due to the activity, management and administration of the Internet access provider.

9. Limitation of Liability: Destiny ASSUMES NO LIABILITY WHATSOEVER FOR ANY DAMAGES OF ANY KIND ARISING FROM THE PUBLICATION OF ADVERTISEMENTS, UNAVAILABILITY OF THE SYSTEM, INTERRUPTION IN SERVICE, OR SERVICE FAILURES OR OUTAGES BEYOND ITS CONTROL, FOR WHICH IT AGREES TO USE ITS BEST EFFORTS TO RESOLVE. Destiny IS NOT RESPONSIBLE FOR ANY THIRD PARTY'S USE OF THE PRODUCT, CONTENT OR INFORMATION THAT APPEARS ON ANY OF THE WEBSITES.

10. Exclusion of liability for content and services offered or provided on the client's portal, or in the advertisement published: Destiny has no obligation to monitor the content of the portals/advertisements of its clients or advertisers, and it is noted that there is no link between Destiny and the advertiser. THEREFORE, Destiny ASSUMES NO LIABILITY WHATSOEVER FOR ANY DAMAGE OR INJURY OF ANY KIND THAT MAY BE DUE TO THE CONTENT OF ITS CLIENTS' OR ADVERTISERS' WEBSITES AND/OR ADVERTISERS' WEBSITES AND/OR ADVERTISEMENTS. IN ANY EVENT CLIENT WILL DEFEND, INDEMNIFY AND HOLD HARMLESS Destiny IN THE EVENT ANY CLAIM OR SUIT IS ATTEMPTED RELATING TO THE CONTENT OR SERVICES OFFERED OR PROVIDED ON THE CLIENT'S ADVERTISEMENT/PORTAL.

11. Destiny reserves the right to reject at its sole discretion and when it deems appropriate, requests for the development, design and development of any type of product in the following cases: a) when the respective requests have not been authorized by the persons who have the power to approve them; b) when the content or information of the products is not truthful, or the content of the advertisements or Web pages that are advertised or published does not correspond to what is offered therein; c) when the products violate morals or good customs due to their content or presentation; d) when the products affect the rights of third parties, which may give rise to claims or give rise to legal proceedings for the use of third parties' intellectual property, such as names, trademarks, drawings, texts, legends or commercial slogans, among others.

12. The amounts corresponding to this order of services shall be paid in the manner agreed therein.

13. Acceptable use policy: In the case of a technological product. THE CLIENT expressly agrees to abide by Destiny's policy concerning the use of the products and services offered by Destiny. A copy of Destiny's current acceptable use policy can be consulted on the website: www.destiny.ws, which may be modified at any time

without prior notice to the CUSTOMER. In the event CUSTOMER does not comply with such acceptable use policy, Destiny ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY OF ANY KIND WHATSOEVER.

14. Frame or link: for technological products on the Internet Destiny will maintain a frame or link on the linked Web page owned by the advertiser or customer; this frame or link is used for the purpose of functionality of the Portal and facilitates navigation on the Internet for users of the Portal. Destiny expressly states that it does not exercise any rights, nor does it intend to take advantage of the content provided by the owners of such Web pages. The CLIENT EXPRESSLY AUTHORIZES Destiny TO MAINTAIN THIS FRAME OR LINK ON ITS WEBSITE.

15. Compliance with Laws: Each party agrees to comply with all applicable laws, rules and regulations, including any Internet regulations or policies and applicable laws, in the performance of this application.

16. Confidentiality: Information disclosed by the parties by reason of or in connection with the solicitation, whether oral, written or magnetic, that is confidential shall be kept confidential and shall be protected accordingly. Consequently, neither party may communicate it to third parties or exploit it for commercial purposes, and shall use the utmost diligence and good faith to preserve and maintain as confidential the information received from the other party or that has been reciprocally communicated.

17. Modifications: Destiny reserves the right to modify the features and functionality of operating systems, platforms and software.

18. Proprietary Rights: Destiny will retain all proprietary rights in connection with the services and products it will use to deliver the Application; accordingly, all software, code, source, object, specifications, processes, techniques, concepts, improvements, discoveries and inventions made or developed in connection with the platforms that generate the success of the Application will be owned by Destiny.

19. General Payment Conditions: Once the service order is received, it is understood that the payment was generated by the means indicated in the Web platform, therefore the respective invoice will be prepared in accordance with the conditions established in the request.

20. Links. In cases where the technological product covered by this order corresponds to a link, the customer relieves Destiny of any liability related to any claim regarding the customer's site. Likewise, in these cases Destiny reserves the right to remove the link if it considers that the content of the client's site violates the company's policies, terms of use and legal notice.

21. Force Majeure: Destiny is not responsible for delays, errors, failures, interruptions or disruptions in the services on the network or Destiny's website

caused by any act, omission or condition beyond Destiny's reasonable control, foreseeable or unforeseeable, including acts of God, strikes, lockouts, riots, acts of war, government regulations, fire, power failure, earthquakes, inclement weather, floods or other natural disasters or by actions on the hardware, software, equipment or telecommunications facilities of Customer or any third party.

22. Governing Law: For all purposes of this application, the governing law shall be the law of the United States.