

Terms and Conditions for Use of the Website www.magnetoglobal.com

1. INTRODUCTION

These terms and conditions (hereinafter the "T&C") establish the rules governing the use that Users may make of the following websites: www.magnetoglobal.com, www.magneto365.com, www.knowledge-365.com, www.tmt-365.com, and www.potential-365.com (hereinafter the "Websites"), which are accessed through the URL www.magnetoglobal.com or any other URL that redirects to the Websites.

The purpose of the Websites is to allow access to the aforementioned platforms, through which talent attraction, evaluation, and selection services are provided as an authorized labor intermediary.

The use of the Website services is subject to Magneto Global's Privacy Policy and the licensing and service provision order signed with Magneto Global S.A.S., all of which form part of these T&C by this reference.

Acceptance of the T&C

By checking the "I accept terms and conditions" box or remaining within the Website, you manifest having read in detail and expressly accepting, on your own behalf as a natural person in the case of being a Candidate, or on behalf of your Client Employer or SME Client in the case of being an Analyst, to fully comply with these T&C and, in general, with the current regulations applicable to the services provided by the Company in the execution of its corporate purpose.

In case of not accepting the T&C, we request you to leave the Website and, in general, refrain from using the services offered by the Websites.

2. THE MAGNETO GLOBAL SERVICE

Magneto Global Service Options

Magneto offers different service options ("Magneto Services"), including, but not limited

to, the commercialization of software licenses for the Magneto platform that joins labor supply and demand, and software licenses for the application of psychometric tests. Some of these Magneto Services are provided free of charge, while other options require payment, either before being able to access them or during access to them. Third-party products and/or services may also be offered; however, Magneto Global S.A.S. is not responsible for the products or services provided by said third parties.

In this sense, the Company offers the following services:

Magneto Enterprise: Paid cloud software for Client Employers, providing talent attraction, evaluation, and selection services.

Integrations: Services aimed at optimizing our clients' operational processes and automating certain activities.

Magneto SMEs and Businesses: Freemium cloud software providing talent attraction, evaluation, and selection services focused on SMEs which, for the purposes of these T&C, shall be understood as those natural person merchants or legal entities whose annual income does not exceed twenty billion pesos (COP \$20,000,000,000), regardless of the sector in which they develop their economic activity.

Magneto Distributors: Paid cloud software providing talent attraction, evaluation, and selection services, commercialized by Magneto through Distributors (those companies or institutions that group SMEs and function as intermediaries to provide Magneto services to their client companies).

Psychometric Tests: Paid cloud software for Client Employers or Lite Clients, allowing the application of different psychometric tests for candidates and employees.

Third-Party Applications and Software

Magneto Global Services may be integrated or developed with third-party applications, websites, and services (“Third-Party Applications”) or interact with them, upon validation by the Magneto Global technical team, which may generate additional charges by Magneto and the linked third party. The use of such Applications may be subject to terms, conditions, and policies applied by the third party.

Limitations and Modifications of the Magneto Service

Magneto Global makes all reasonable efforts to keep the Magneto Service running and provide you with a talent attraction, evaluation, and selection experience in accordance with your needs and without interruptions. However, it reserves the right to change its availability from time to time, without prior notice or liability toward Users. For example, including but not limited to the following cases:

The Magneto Service may experience temporary interruptions due to technical difficulties, maintenance, testing, or updates, including those necessary to reflect changes in laws and relevant regulatory requirements.

Our goal is to constantly evolve and improve the Magneto Service, and we may modify, suspend, or stop (permanently or temporarily) the total or partial supply of the Service (including functions, features, and/or subscription plans).

When failures occur in the provision of services by Third-Party Applications.

Likewise, Magneto reserves the right of admission of vacancies published by Analysts and, furthermore, reserves the right of admission of Client Companies or SME and Business Clients.

3. PAYMENTS AND CANCELLATIONS

Billing

Magneto Services are acquired directly from the Company, and no third party is authorized to directly bill any of the Magneto Services.

The contracting of any paid Magneto Global Service offered by the Company through its employees or the Website shall be regulated by the general and specific conditions of each Magneto Service arranged for that purpose within the signed licensing order or in the description of the contracted service. Notwithstanding the foregoing, the validity of service orders will be automatically renewed for a term equal to that initially established, unless one of the Parties notifies the other, in writing, of its desire not to renew this Contract at least thirty (30) calendar days prior to the expiration date of the initial term

or any of its extensions.

4. CHARACTERIZATION OF USERS

In the use of the Websites, it is important to distinguish the types of users who access them, who will hereinafter be jointly referred to as “Users”:

Natural or legal persons who acquire any of the paid or free services to attract, find, evaluate, and select human talent through the execution of selection processes shall be called “Client”;

The Client Employer(s) who intend to register or are registered in the Magneto solution shall be called “Client”.

Workers of the Client Employer designated by the latter to access the platforms to carry out attraction, evaluation, and selection processes on its behalf shall be called “Analyst(s)”;

Third parties who enter the Websites with the objective of creating a profile with their personal data to learn about and participate in selection processes and take psychometric tests shall be called “Candidate(s)”.

Those companies or institutions that group SMEs and function as intermediaries to provide Magneto services to their client or affiliated companies shall be called “Distributors”.

Those university or educational institutions seeking the placement of their students and graduates through Magneto shall be called “Employment Boards”.

To register as a User in Magneto, it will be necessary to provide all information and documents required by the platform and by the Public Employment Service:

Type of person: Natural or Legal

Business name or name

Tax ID (NIT) or identification number

Legal representative data (name and email)

Address (city, department, and country)

Contact person data (name, telephone numbers, and email)

Additionally, Users recognize that, although the Magneto platform (hereinafter “Magneto”) provides labor intermediation services, the obligation regarding this particular service is one of means and not of results, taking into account that all elements contained therein are arranged so that Candidates can access the best job offers and Clients find the best human talent for their companies, adding relevant employer branding management to the platform's service only if established in the accepted service offer; however, we do not commit to any specific type of result in any selection or talent evaluation process carried out through Magneto Services, nor do we commit to performing the selection process for the vacancy published in Magneto.

Magneto Global requires the provision of personal and company data for activation as a User; therefore, with the acceptance of the T&C, you must simultaneously proceed with the reading and acceptance of our Personal Data Processing Policy and our Cookies Policy.

The information requested for registration on the platform will be validated by the Company and, in case of finding inconsistencies, it may communicate with the User through any provided contact method to notify them of the correction and/or clarification to finalize the profile activation process. Once the validation concludes satisfactorily, your profile in Magneto will be activated.

Users recognize that personal data shared on the Websites will be used by the Company for all purposes contained in the Personal Data Processing Policy and our Cookies Policy.

5. WEBSITE OWNERSHIP

The Websites are the property of MAGNETO GLOBAL S.A.S, (hereinafter the “Company”), a commercial company domiciled in Medellín, identified with NIT 901645620 – 3. All trademarks, trade names, texts, graphics, designs, user interfaces,

photographs, logos, domain names, music, commercial emblems, videos, user manuals, and source code (hereinafter the “Content”) of the Websites are the exclusive property of the Company. The contents of the Websites are protected by copyright according to Law 23 of 1982, all of which belong to the Company.

The content of these Websites may not be copied, reproduced, posted, transmitted, republished, subjected to reverse engineering, transferred, or distributed in any way to another computer, server, platform, or any other medium without written authorization from the Company.

Therefore, Magneto Services are granted under license, not sold or transferred to any natural or legal person, and the Company retains ownership of all Magneto software applications and its Content.

In this sense, no development susceptible to protection by any intellectual property protection law will change ownership, and therefore, the parties will always maintain said dominance over them.

6. LIMITATION OF LIABILITY

The User accepts and recognizes that the Company acts as a venue or stage for the supply and demand of employment management and placement services or related ones and, likewise, enters into alliances or agreements with third parties to give greater visibility to job offers published in Magneto Jobs and/or Magneto Lite; therefore, the obligations are of means and not of result. Likewise, it is not involved and does not involve itself in the evaluation or selection processes carried out by Client Companies and/or Lite Clients, nor in the transactions or dealings between Candidates and Client Companies and/or Lite Clients of the Websites. Agreements reached between Users, as well as compliance with laws applicable to such contracts or agreements, are the sole responsibility of the Users and not the Company.

Similarly, MAGNETO GLOBAL is not responsible for the risks to which its technological infrastructure and the Websites are exposed. This limitation of liability extends among other matters, without being limited to them, to technological risks derived from logical errors in applications, paradoxes derived from their integration, holes, worms or viruses, sabotage in software media, databases, and other computer crimes. Users accept that the Company shall have no financial liability derived from these facts.

It is recommended that the User take appropriate measures and act diligently when accessing the Website, such as having protection programs, antivirus, malware handling, spyware, and similar tools.

The Company will not be liable, except to the maximum extent permitted by applicable laws, in any case, for direct, special, incidental, indirect, or consequential damages that in any way derive from or relate to the use or execution of the Websites, delay or lack of availability; damages for loss of use, data, or loss of profits arising from or in any way related to the use or operation of the Websites. In short, the Company is not responsible for the misuse of information by different Users of the Websites, whether it is considered personal or not.

MAGNETO GLOBAL makes no representation or warranty regarding the reliability, timeliness, quality, suitability, or availability of third-party services integrated with our service provision.

If they exist, any opinion and rating expressed by Users about the Website, the services provided through it, or a Client Employer or Lite Client do not represent advice, recommendation, or the opinion of the Company and, as such, will not be binding for it. The Company does not review every tag, rating, or opinion expressed by Users. However, it reserves the right to accept or delete them partially or totally, at any time, at its discretion, without prior notice and without giving explanations to the User who issues them. The Company is not responsible for the content and opinions of third parties that are published and are duly identified as content provided by third parties.

The Company expects you to use due caution and common sense when using the Websites. If you do not agree with any section of the Websites or with any of these T&C, your sole and exclusive remedy is to discontinue use of them.

7. UNAUTHORIZED USES OF THE WEBSITES

The Websites may only be used for purposes framed within the provisions contained in the T&C, the licensing contract, the Company's Personal Data Processing Policy, and current regulations. Consequently, the use of the Websites for the following purposes is prohibited:

Inserting Website pages within "frames" of external sites without authorization from the Company.

Using "spiders," "site copiers," or any other device, program, algorithm, or method to access, acquire, copy, or monitor any part or Content of the Websites.

Attempting to gain privileged access to any part of the Websites, servers, or networks through "hacking," "password mining," or any other method.

Reviewing or scanning the Company's Website, servers, or networks for security vulnerabilities without prior authorization.

Performing "look-up," "trace," or "sniffer" on information transmitted from or to any User of the Website.

Making disproportionate attempts to use the Websites, servers, or the Company's networks that may result in denial of service.

Using any device, software, or routine to interfere with the proper functioning of the Website or its transactions.

Attempting to manipulate any information transmitted to or from the Websites to impersonate another person or Company.

Using the Websites for illegal purposes, harmful to the rights and interests of third parties, or that go against these T&C, as well as morality, generally accepted good customs, and public order.

Including any false or inaccurate information or information that does not correspond to reality.

Including any sales representation scheme, commercial agency, or any business opportunity requiring an advance payment or periodic payments, requesting the recruitment of other members, sub-distributors, or sub-agents.

Deleting or revising any material included on the Websites by any other person or entity without due authorization.

Using any element, design, software, or routine to interfere or attempt to interfere with the proper functioning of these Websites or any activity carried out on them.

Attempting to decipher, compile, reverse engineer, or disassemble any software comprised in or that in any way forms part of the Websites.

Using User information to perform malicious conduct toward job seekers.

The User will be liable for all damages of any nature suffered by the Company. In case of criminal or fraudulent conduct, it may result in restricted use of the Platform.

8. DUTIES OF USERS

a. General Duties

Recognize that the Company may delete candidates or offers at its discretion when they are considered to have inaccurate information, go against morality and good customs, or do not comply with the minimum information required by current regulations.

Not download or share with third parties outside the Client Employer or Lite Client the resumes accessed by virtue of Magneto Services for purposes other than personnel evaluation and selection. In case of breach of this duty, the respective report will be sent to the Superintendency of Industry and Commerce for improper use of Personal Data, and the breaching party must recognize in favor of the Company a penalty corresponding to 100 Minimum Monthly Legal Wages in Force, in addition to the damages demonstrated by the breach of the obligation contracted herein.

In the event that the Client Employer or Lite Client is an authorized provider by the Public Employment Service, it may only apply psychometric selection tests or acquired competencies to Candidates participating in its vacancies; but they may not be applied to candidates of affiliated companies or those that may become affiliated with the provider.

The Lite Client and/or Client Employer recognizes that the psychometric tests acquired may only be applied to those Candidates, in the course of a selection or competency process, who come from the attraction flow sources of the Employment Agency (any authorized provider of the Public Employment Service) and not for those candidates who

arrive through client companies or users who are or may have some link with the Agency.

In case of uploading referral information, the Client Employer has the obligation to guarantee that it has the data processing authorization from the owners to transmit and/or transfer their personal data to third parties in compliance with the principle of demonstrated responsibility indicated by the regulation on the matter.

Access to Magneto and the testing platforms will only be allowed to the Client's employees who have been duly designated as those in charge of developing processes specific to its corporate purpose, not being able to extend the use of the platform to officials or processes of other companies different from those described in the order. By reason of the authorization and login credentials that Magneto will provide for the Client's employees, the latter certifies that it has general authorization for the employees' data to be processed by Magneto. Likewise, access to the results of the Tests presented by candidates will only be allowed to the Client's employees who have been duly designated by it.

The person signing is presumed to have authorization to bind and represent the Client company.

b. Specific Duties of Candidates

Take responsibility and provide truthful information and keep their resume updated.

Inform when they are not interested in continuing in the selection process.

Provide express consent so that the data provided can be consulted to perform security studies, as well as before entities controlling money laundering and/or terrorist financing, as well as risk centers and credit entities to verify the User's good behavior.

Refrain from facilitating third-party non-Users to use or benefit from Magneto without express authorization from the Company.

Provide certain, reliable, sufficient, clear, and updated information regarding the goods or services offered or required regarding job positions.

Refrain from accessing, using, and/or manipulating the databases provided for purposes

not intended and that undermine the rights of the owners.

Not reproduce, copy, distribute, transform, or modify the contents of Magneto. Graphic, technical, commercial, and physical elements are protected by general intellectual property legislation and therefore have respective protection.

Not delete, hide, or manipulate notes on intellectual property rights and other identifying data of the Website or third parties incorporated into the contents, as well as technical protection devices or information mechanisms that may be inserted into the contents and systems.

Refrain from impersonating another User when registering on the platforms.

Refrain from providing video interviews with illegal content such as violations of intellectual property rights, pornography, child pornography, and in general any activity that could be reproached from the purpose for which the video interview and/or video presentation is collected.

Take responsibility for the information provided and uploaded to the Websites.

The User will be liable for all damages of any nature suffered by the Company or any other third party as a consequence of the breach of obligations derived from these T&C in relation to the improper use of the portal.

c. Specific Duties of Client Companies:

Provide truthful information related to available vacancies, informing of modifications and adjustments to requested profiles.

Inform the Company in writing when the vacancy is already covered and the applicant placed, or in case of not having covered the vacancy, the reasons for such determination.

Authorize the Company to use its information for the purposes of the agreed services.

Evaluate professionally and objectively the profiles of Candidates who apply to the selection processes managed by them.

Not manipulate Candidate information for purposes other than the attraction, evaluation, and selection of professional profiles for possible personnel linkage to the Client Company or Lite Client that gave rise to the granting of the User as an Analyst.

Refrain from sharing information of Candidates registered on any of the Websites with legal and/or natural persons other than the one that gave rise to the granting of the Analyst User.

Respect the contractual conditions signed between the client company and The Company.

The link through which viewing candidates' resumes is allowed may only be shared within the Lite User and/or Client Employer's organization, within the framework of the talent attraction, evaluation, and selection process, and therefore cannot be shared with third parties outside the organization.

In case of uploading personal data of candidates to the Websites, it must guarantee that it has the data processing authorization from the owners to transmit and/or transfer their personal data or that these personal data were collected through LinkedIn or any platform that, within its respective personal data processing policy, allows the export of the same.

When the Candidate is not registered and is invited to participate in a selection process, the Analyst must guarantee that they have the owner's personal data processing authorization.

In the event of publishing vacancies for the hydrocarbons sector, the Analyst undertakes to comply with additional requirements for this type of vacancy set by the Ministry of Labor and the Public Employment Service, such as reporting vacancies through Public Employment Management and Placement Agencies.

Grant Magneto Global a non-exclusive license to use the name, trademarks, and logos associated with the Client Company or Lite Client to operate, provide, and promote Magneto Services. The Analyst will be liable for all damages of any nature suffered by the Company or any other third party as a result of the breach of obligations derived from these T&C in relation to the improper use of the portal.

At the time of publishing vacancies, contact data such as emails, contact phones, WhatsApp, or social media profiles must not be included within the information, as the entire talent attraction, selection, and evaluation process must be carried out through the Magneto platform; for this reason, in case of not complying with this obligation, the vacancy may be deleted at Magneto's discretion without prior notice and without incurring any liability or causation of damages.

Do not publish transnational vacancies, i.e., vacancies seeking the placement of Colombians abroad; in case of not complying with this obligation, the vacancy may be deleted at Magneto's discretion without prior notice and without incurring any liability or causation of damages.

Pay the net value of the Services. Services must be paid in Colombia, assuming all applicable withholdings and taxes, and in case of any cost overrun, the Client must assume it.

Clearly and expressly designate the personnel who will have access to Magneto and the results of the Tests presented by candidates in relation to the Talent Evaluation and Analytics service.

Provide Magneto with all information and all required support, as needed for the relationship to be properly executed.

Carry out all management of creation, update, and deletion of internal users, in accordance with the instructions given by Magneto at the beginning of the contractual relationship.

Register in the RNBD (National Registry of Databases) the databases that by law must be registered, in the terms established in the regulation.

Complete the E-Learning course so that platform users are enabled.

9. CONFIDENTIALITY:

Users undertake not to disclose or disseminate by any type of media or any other known or unknown form, nor for any reason, information associated with databases,

bases protected by international intellectual property laws, to third parties outside the personnel directly or indirectly linked to the commercial relationship, unless there is express authorization from them. Users absolutely undertake that the persons linked and who have access to Confidential Information are obliged to guarantee the confidentiality of any Confidential Information. If any of the Users, directly or through one of the persons linked, makes an unauthorized disclosure of Confidential Information, said User will be responsible for all damages caused by virtue of said disclosure to the opposing Party.

10. APPLICABLE LEGISLATION

The Services are governed by the Colombian legal system in aspects not expressly established in these terms and conditions. Therefore, any dispute or conflict generated between Users and the Company will be resolved according to the laws of the Republic of Colombia.

11. MODIFICATIONS TO THE T&C

The Company reserves the right to unilaterally modify the T&C, in whole or in part, at any time and without prior notice, making the modified terms public on the Websites. The design, information, content, presentation or configuration, registration requirements, or use of the Websites and, in general, any part or aspect related directly or indirectly to them may also be modified in the same way, without this generating a right to any claim or compensation in favor of the User.

It is the User's responsibility to periodically review the T&C. Continued use of the Websites after changes have been made to the T&C will imply acceptance of those changes.

12. LINKS TO OTHER SITES

The Website may have links to other websites of the Company or third parties, which are provided so that the User can expand information on a certain topic or to take psychometric tests. To the extent that these third-party websites are not under the control of the Company, Magneto is not responsible for their content, practices, or operation, nor does it guarantee the way in which these Websites collect, use, and share the personal information of third parties. It is the User's responsibility to use their

judgment to evaluate the interaction with these third-party websites.

The Company advises the User to review the terms of use and other documents of the websites with which you decide to connect from the Website, so that you can understand how those websites collect, use, and share your personal information. The User will be responsible for any action performed on the websites they decide to visit. In the event that the User provides data through said third-party websites, the same will be managed according to the privacy policies of said sites.

13. NOTIFICATIONS

All communications between the parties will be carried out through electronic communication or telephone. The designated email is: habeasdata@magnetoglobal.com

Any notification will be understood as made on the day the email was sent or, in case it was through postal service, it will be the day of its receipt by the User, which will be certified by the postal service company.

14. BILLING

All paid services will be billed electronically, and the respective invoice will be sent to the electronic billing address provided by the Client at the time of data registration.

In the event of a default in the payment of any of the agreed amounts, THE CLIENT shall pay THE PROVIDER default interest at the maximum monthly rate permitted by law until the day of effective payment.

15. PROMOTIONS, CONTESTS, AND EVENTS

Promotions, contests, sweepstakes, and events implemented in Magneto are subject to the terms and conditions established by the Company on each occasion. A minimum requirement to access such opportunities is that the person must be duly registered as a User of Magneto Jobs. The Company is not responsible for any type of damage—including moral, physical, material, or any other kind—that could be claimed as related to the receipt by the registered User of any type of gifts and/or presents sent by the Company and/or any of its allies. Likewise, the Company shall not be responsible for the consequences that may be caused by attendance at any event and/or meeting organized by it. For this reason, the Company will not be liable for any problem, complaint, or claim from users regarding matters pertaining to said products and/or services.

16. PAYMENT METHOD

One of the payment methods that can be used on the Websites is:

Online payments (credit or debit card, PSE, cash payments in allied stores) through the Openpay payment gateway.

From our Ecommerce, we do not capture, store, or transmit transactional data. For this, we have the services of Openpay, which is a certified payment platform that guarantees the security of all transactions through encryption software, validation procedures, and robust bank-level data protection measures (PCI level 1 certification). Therefore, making payments on our website is secure.

If your payment is via PSE, the Openpay payment gateway is responsible for communicating directly with your bank through ACH; by paying through this channel, you are using the security processes of your own bank, which validates your primary password and second factor (if applicable).

SPECIFIC CONDITIONS FOR THE PSYCHOMETRIC TESTING SERVICE

1. Registration:

The Testing Client must register on the corresponding platform by completing the required fields. If the registration is successful, a username and password will be assigned for the use of the Services.

2. Payment Modalities:

The acquisition of Psychometric Testing Services may be under the following modalities: Unlimited, per use, or per package, as follows:

Unlimited Service: By contracting this modality, the selected Tests for the service provision may be used unlimitedly.

Pay-per-Use Service: By contracting this modality, a unit value will be paid for each Test taken by candidates participating in your selection processes.

Package Service: By contracting this modality, a package with a specific number of tests to be used during the month is preselected; in case of exceeding the contracted uses, additional Tests will be billed under the unit payment modality.

3. Service Implementation:

The estimated duration of the service implementation project is approximately five (5) business days, a term that serves only as a reference; since the expected completion date will also depend on factors external to the provider, such as the delivery of commitments

acquired by THE COMPANY. For Services involving third parties and requiring integration processes, variations in the provided duration estimate may occur. The Service provided shall be governed by the Service Level Agreements established by Magneto Global.

4. Personal Data Processing:

In compliance with Personal Data Protection regulations, the Client and Magneto Global assume the constitutional, legal, and jurisprudential obligation to protect the personal data they access and process by virtue of this commercial agreement. Therefore, they must adopt measures to comply with the provisions of Law 1581 of 2012, Decree 1074 of 2015, as well as other regulations that complement or modify them. For these purposes, it is agreed to process data in accordance with the data processing agreement.

SPECIFIC CONDITIONS FOR MAGNETO ENTERPRISE

1. Registration:

Upon acceptance of the T&C and validation of the information provided in the registration, Magneto will assign the User a login credential with an associated password. The User and the persons acting on their behalf shall be solely responsible for safeguarding their access data; therefore, the Company will not be liable for any damage caused to Users derived from the loss or theft of the password. Any operation performed with the access key shall be valid and binding for the User.

2. Candidate Catalog:

It will consist of:

i) Private Pool: Those databases formed by the registration of candidates on the Client Employer's platform; that is, information obtained through a data collection exercise carried out by the Client Employer through its corporate channels, granting it exclusive use and consultation of the data; these will be Private Pool Candidates.

ii) Public Pool: Those databases formed by the voluntary and independent registration of candidates on the Magneto platform or any other Magneto personal information collection channel; these will be Public Pool Candidates.

In the event that a candidate registers on different Client Employers' Jobsites, their status will automatically change from Private Pool to Public Pool.

3. Candidate Registration Channels: Available channels for candidate registration include, but are not limited to, the following:

Private Pool: Client's Jobsite, Cv-email with the client's alias, internal candidates,

corporate referral chatbot, integrations.

Public Pool: Applications and registrations on Magneto Jobs, Cv-emails arriving at the main inbox: hojasdevida@magnetoglobal.com, LinkedIn, Magneto social media, Nati Bot, Magneto APP.

4. Service Implementation:

The implementation of the Magneto service is approximately one (1) month, a term that serves only as a reference; the expected completion date will also depend on external factors, such as the delivery of commitments by The Client (brand manual, logos, audiovisual guidelines, photos, images, and/or videos, among others). For Services involving third parties and requiring integration processes, variations in the estimated duration may occur.

The Service provided shall be governed by the Service Level Agreements established by Magneto Global.

5. Personal Data Processing:

(Same as section 4 of Psychometric Testing above, adhering to Law 1581 of 2012 and Decree 1074 of 2015).

SPECIFIC CONDITIONS FOR THE INTEGRATIONS SERVICE

1. Service:

Integrations are managed from our BUS (Enterprise Service Bus - ESB, a software architecture model that manages communication between multiple web services and allows for connectors between different applications) which automates tasks in the selection process without impacting our Magneto product.

Integrations are linked to our service and their validity is subject to the duration of the contract signed by the client with the platform they wish Magneto to integrate with, or the contract between the Client and Magneto.

2. API Consumption and Access:

Access to our APIs is considered an enablement for possible integrations. One unique access per company will be granted, with monthly consumption quotas (API calls). Access is free, except for requests for new APIs or improvements, which are subject to development hour estimates.

3. Personal Data Processing:

Magneto reserves the right to maintain the confidentiality of all information related to candidates belonging to a public pool. This means that data from said candidates will not be exposed through the APIs. Conversely, information from candidates in the company's private pool may be accessible via API.

4. Billing Services:

Each integration is subject to a single payment covering: 10 hours of specialized consulting, implementation, testing/deployment, and specialized support. Improvements or changes requested by the Client will be estimated based on development hours and assumed by the Client.

5. Exclusion of Liability:

Magneto is exempt from liability for Services depending on third parties (background checks, polygraphy, security studies, pupilometry, etc.), which may be suspended or modified without notice.

6. SERVICE LEVEL AGREEMENTS:

Governed by Magneto Global's established SLAs.

SPECIFIC CONDITIONS FOR MAGNETO MIDMARKET SERVICE

1. Service: Freemium cloud software for Midmarket companies. Includes platform access, events, and training. Does not include integrations other than LinkedIn and Google Jobs.
2. Registration: (Same as Magneto Enterprise registration terms).
3. Billing Services: Three plans (Starter, Advanced, Premium) with specific features (AI Robots, Email Assistant, Employer Branding/ADME, Video, Photos, Podcast, POP Material, Toolkits). Prices may vary without notice according to business plans.
4. Personal Data Processing: (Same as previous sections).

SPECIFIC CONDITIONS FOR MAGNETO SMES AND BUSINESS SERVICE

1. Service: Freemium cloud software for SMEs (natural or legal persons with annual income \leq COP \$20,000,000,000 and \leq 200 employees).
2. Registration: Subject to legal validation. If negative, the user is informed; if positive, credentials are assigned. Access is personal and non-transferable.
3. Free Services Access: 20 credits valid for 12 months for: unlimited job postings (up to 5 pre-filter questions), access to public pool catalog, and viewing contact data (1 credit per resume). Misuse may lead to loss of credits and account suspension.
4. Billing Services: Additional services beyond free credits will be charged. SMEs can buy packages or unlimited plans (Starter, Basic, Standard, Plus, Premium). Unused credits are not refundable and do not roll over. Prices are adjusted every January (IPC + 2 percentage points).
5. SERVICE LEVEL AGREEMENTS: Support via general WhatsApp; Plus and Premium plans have an exclusive support line.

SPECIFIC CONDITIONS FOR MAGNETO DISTRIBUTORS SERVICE

1. Service: Includes Magneto platform (annual license), Virtual Candidate Assistant, Virtual Referral Assistant, and Employer Branding Agency services.
2. Registration: (Same as previous sections regarding credential custody).
3. Candidate Catalog: Access to Public Pool and Private Pool for the Distributor Client.
4. Implementation: Approximately one (1) month (reference only).
5. Personal Data Processing:

Magneto Solution: Company is "Controller" (Responsable) and Client is "Processor" (Encargado) for Public Pool; for Private Pool, both are Controllers.

Magneto SMEs Solution: For candidate registrations to SME vacancies (Public Pool), Company is "Controller" and SMEs are "Processors".

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