



ESTEBAN CHAVES
FUNDACIÓN

TERMS AND CONDITIONS WWW.FUNCHAVES.ORG

You will find below the terms and conditions of use of the WWW.FUNCHAVES.ORG site, it is very important that you remember the following:

This document regulates the relationship between the person who uses the Website, and **FUNDACIÓN DEPORTE EN ACCIÓN** identified with NIT. 900.381.670-3 who hereinafter will be called **FUN Chaves**, that is, this will be our contract (electronic adhesion contract) when you want to access to make donation contributions, through our Website. **FUN Chaves** may modify these Terms and Conditions at any time without prior notice. As of the modification date, all operations carried out on our Website will be subject to the modified document.

It is recommended that you read this document carefully, which includes aspects of: privacy of your data, security, terms of donation contributions, switching to third-party platforms for payment purposes and validation of information, responsibility, among others. important issues related to the usability of the Website and the information you are providing us.

The opening of an account on our Website and the acceptance of these Terms and Conditions will be understood as acts that -independently- reflect the knowledge, voluntariness and express acceptance of the policies, Terms and Conditions of use of the Website and of your donations or Merchandising.

All information that is shared on this site must be under the rules of respect. Therefore, any comment you want to publish must be made with a friendly, respectful language and related to the object on which you comment, we are all making great efforts to create, build and grow our companies, also remember that these terms are made in accordance with the regulations in force in the Republic of Colombia.

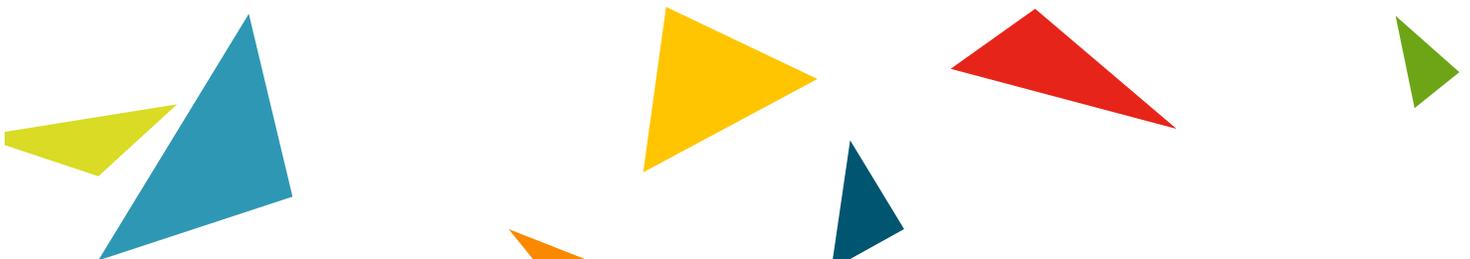
On our platform you will find Merchandising and information regarding **FUN Chaves** donation contributions. This is why, if you want a product with special characteristics, you should go to a personalized service with one of our collaborators. So, once you make the donation contribution, it is not possible to modify the information or the document generated so make sure that the information is correct before proceeding with the contribution or request.

TERMS

Terms and Conditions: they are those that we include in this document where we explain in detail the scope and correct use of the WWW.FUNCHAVES.ORG Website the roles of each party that interacts on the Website to inform themselves, get to know us, make donation contributions and learn about our care programs for beneficiaries.

Important note: **FUN Chaves** in good faith presumes that it is directly related to you Entrepreneur / Entrepreneur or with your legal representative duly authorized to carry out this type of operations, as well as with a person of legal age and that the information provided is true. For this reason, will not assume any responsibility for personal impersonation carried out by any person.

The donations with merchandising incentives are those that we include and those that you will acquire digitally on the **WWW.FUNCHAVES.ORG** Website, likewise, from our platform we share free content, on which **FUN Chaves** will not be responsible for its application to specific cases.





This content is merely informative and its application to specific cases should be analyzed.

Website: it refers to **WWW.FUNCHAVES.ORG** a creation that we have developed with high quality standards.

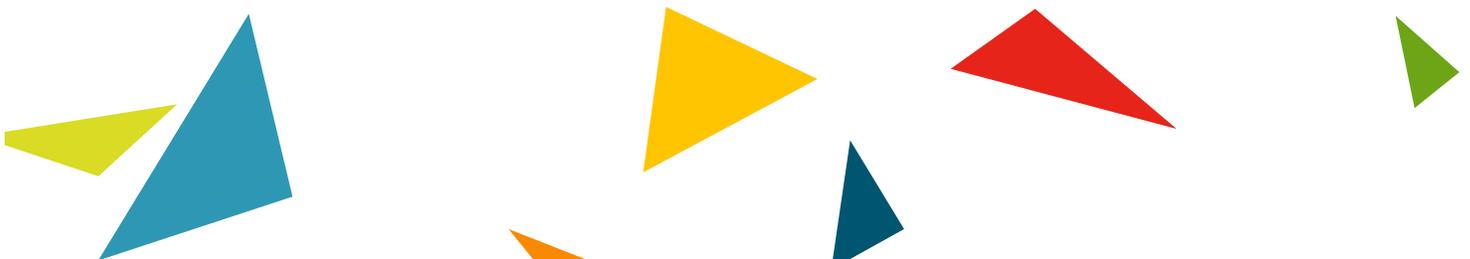
FUN Chaves: refers to the platform that seeks to collect donations for beneficiaries of the programs offered **FUNDACIÓN DEPORTE EN ACCIÓN**, in the same way it seeks to collect donations through merchandising incentives for sports elements, through e-commerce and capture of leads. This project is developed through a non-profit entity that on the Website is called **FUN Chaves** and is identified with NIT No. 900381670-3

TO TAKE INTO ACCOUNT:

When you use our Website either for informational purposes or to make a donation or donation contribution for Merchandising incentives, you must read these Terms and Conditions. **FUN Chaves** in good faith presumes that you did so and by performing the procedures on our Website, you admit that you have read, understood and agree with them.

FUN Chaves will not be responsible for the content of the Website being appropriate or available for use in places other than Colombia and for its application to specific cases, being prohibited its access from territories where its content is illegal. If you are located in a country other than Colombia and you are going to make a donation, you will do so on your own initiative and it is your responsibility to abide by the laws in the Republic of Colombia that are applicable. The incentives for donation, which you will find on our Website, conform to Colombian laws only and will be parameterized in accordance with the information you provide. It will be your responsibility to verify that the information is complete, correct and true before finalizing the donation process. After the documents are generated, no changes can be made to them. In the event that you do not agree with these Terms and Conditions, we recommend that you refrain from using our Website.

On our Website we will publish photographs, campaigns, stories and many other elements, which are protected by copyright legislation, for which their plagiarism, copying, duplication, distribution, sale and anything that violates the right of author of **FUN Chaves**. Also on our Website, third-party websites or pages will be made known and other services and / or third-party products other than **FUN Chaves** may be offered, keeping all the intellectual rights of the product or service. Therefore, said products and services may not be modified in whole or in part by the recipient without the written authorization of the author. Likewise, to guarantee a user experience we may use Cookies and external statistical tools such as Google Analytics, Tag, Hotjar or any other tool that we consider useful and convenient. The information generated by the cookie about the use of the Website (including your IP address) may be directly transmitted and filed by the administrator of said cookie on their servers and where they are located. This information will be used on behalf of said company and / or cookie administrator in order to keep track of the use made by the User of the Website, compiling reports on the activity of the same and providing other services related to the activity of this and the use of the Internet. You may also transmit said information to third parties when required by law, or when said third parties process the information on behalf of the company and / or the cookie administrator. The company and / or administrator of the cookie will not associate the User's IP address with any other data they have. The User may reject the processing of data or information for the use of cookies by selecting the appropriate settings on their browser, however, they should know that if they do so, they may not be able to use the full functionality of the Website. By using this, the user consents to the processing of information by the company and / or cookie administrator, in the manner and for the purposes indicated above.





To make any donation contribution on our Website, it is an essential requirement that you register and identify yourself. Likewise, you must fill out a form with basic information: full name, identification, country, address, telephone number and email. This information is personal, non-transferable and will be your sole responsibility, for this reason we recommend that you adopt the necessary security measures to prevent misuse or knowledge of it by third parties.

FUN Chaves reserves the right to terminate the contract and, consequently, proceed with the cancellation of your account at any time without any justification. When this happens we will notify you at the email you registered in the registration. In case of cancellation, the refund of the money already donated will not proceed.

INTELLECTUAL PROPERTY OF THE WEBSITE AND THE INFORMATION CONTAINED ON IT

FUN Chaves is the owner of the copyrights, related rights, trademarks, patents, industrial designs and other rights derived from the intellectual property that is generated in the use of the Website. Consequently, you undertake not to carry out acts that constitute an infringement of intellectual property rights directly or through another person.

All computer, graphic, advertising, photographic, multimedia, audiovisual and / or design material, as well as all the content, texts and databases made available to you on this Website are the exclusive property of **FUN Chaves**. All the contents of the Website are protected by the rules on copyright and by all the national and international rules that are applicable.

You will only be granted a license and a personal, non-transferable and non-exclusive right to display **WWW.FUNCHAVES.ORG** on your screen under your control and to copy the content owned by **FUN Chaves** solely and exclusively for non-commercial personal use. Any act of copying, reproduction, modification, creation of derivative works, sale or distribution, display of the contents by any means is prohibited without the prior written permission of **FUN Chaves**.

You will not be able to modify the contents in any way and you agree not to modify the software of the Website in any way.

Any unauthorized use of the contents will constitute a violation of copyright and intellectual property rights.

DONATION CONTRACT

The donation contract between the user and FUN Chaves will only be given when the donor offer is made and the donation is made through the payment methods offered on the Website (bank transfer or donation through ecommerce).

In no case, **FUN Chaves** will be obliged under any circumstances to accept an offer of donation contribution.

The donation contributions that you wish to make for the beneficiaries may also be executed by acquiring incentives offered in order to promote donations, without having any type of commercial purpose.

FUN Chaves undertakes to constantly review and update the Website. The contribution will be made solely and exclusively by the means of payment enabled by the platform authorized by **FUN Chaves** and we are not responsible for its operation or security - for this reason, by accepting these Terms and Conditions you are affirming that: The resources with which makes the donation contribution, come from the operation, trade, profession, activity or lawful business.





The monies with which you make the donation contribution were NOT obtained by virtue of any type of conduct that is enshrined in Colombian law as a constitutive offense of criminal offense. I have never allowed third parties to use my accounts or my credit or debit cards to consign or manage money that is unknown to its origin or that comes from conduct contrary to the law and especially criminal law.

I release **FUN Chaves** from all responsibility for erroneous, false, inaccurate information that has been provided in this document or for the violation of it, in such a way that I will be solely responsible for it. Even when **FUN Chaves** makes available a secure connection system for the realization of all donation contributions, in no case will it be responsible for failures in the communications of banking, credit and payment gateways, as well as for the damages caused as a result of an action or omission of said entities.

When at least two donation contributions are generated without the intention of the user, either due to technical failure or due to the user's error, they must report the situation to the technical support of the website. The reimbursement of the additional donation contributions will be made, less the values generated by the transaction (s). The donation certificate will be sent to the registered email address.

For the reversion of the donation contribution to proceed within five (5) business days following the date on which you had notice of the fraudulent or unsolicited operation, you must file a complaint with the issuer of the electronic payment instrument used to make the contribution of donation, which, together with the other participants in the payment process, will proceed to reverse the transaction to the donor.

The donor may make a one-time or recurring donation. The donor guarantees **FUN Chaves** to accredit the following conditions:

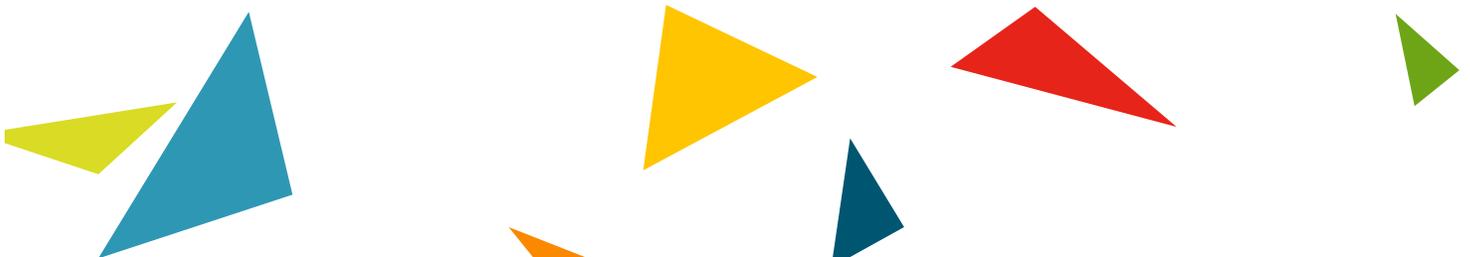
- That you are the owner of the means of payment with which the donation is made.
- That you have the capacity to carry out the legal act in question.
- That the money to be donated comes from legal and not illegal sources.
- The donor authorizes FUN Chaves to charge his card the corresponding value agreed in the Donation Form.

Remember, if you wish to make use of the right of withdrawal, for the donation contribution with us, this is enshrined in Article 47 of Law 1480 of 2011 - Consumer Statute, it will operate in accordance with the provisions of the aforementioned regulation.

MISCELÁNEOS

In case you want to make a COMMENT, COMPLAINT, REQUEST OR CLAIM or NOTIFY AN IRREGULAR SITUATION, you can do so by filling out the form that is in the contact part of the web preferably, or through the means that we have on our Website, a person from our team will contact you as soon as possible.

Finally, it is important to note that **FUN Chaves** will not assume any responsibility for any damage or harm, including but not limited to, loss of information or utilities, existence of viruses, results of use of the Website or the inability to use the material on this Website, business opportunities, losses, or any other damage, even when you have advised us about the possibility of such damage, or for any claim made by third parties, except for what is expressly stipulated herein.





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FUN Chaves will not assume any responsibility for the information you provide on our Website, including, but not limited to, that referring to personal data, financial data, notes of interest, opinions, practical advice and solution of concerns. **FUN Chaves** will not assume any responsibility for the impossibility of, or for problems in, the use of the Website or any of the pages that make it up, including, but not limited to events such as server or connection problems, interruptions in your communication, technical problems. In the event that the use of the material on this Website results in the need to repair or correct equipment or information, you, as a User, assume any cost derived from it.

FUN Chaves' liability will be limited to an amount identical to the value of the donation contribution it provides.

EFFECTIVE: FROM AUGUST 11TH, 2020.

