

Terms and Conditions of Use – Lup

Last updated: June 12, 2025

This document is intended to describe the terms and conditions that govern the use of the “Lup” application (hereinafter, the Site) by any person. The Site is operated by Lup Tools S.A.S., a company identified with NIT 901.803.834-0, with its principal place of business at Calle 5 SUR No. 43 C 80, Floor 8, Medellín, Colombia, and legally represented by Mr. Adrián Bolívar López, identified with citizenship ID No. 1.037.628.700 (hereinafter, the Company), as well as the access to and registration on the Site.

The main activity of the Site consists in enabling Lup’s clients, located in different parts of the world (hereinafter, the Users), to request or subscribe to a software-as-a-service (SaaS) program. This service allows organizations to manage their Objectives and Key Results (OKRs), execute experiments, centralize organizational learnings, and use generative artificial intelligence to support strategic and operational decision-making, among other activities, in accordance with the conditions detailed below. The Site is governed by the laws of the Republic of Colombia.

1. USER ACCEPTANCE

The use of the platform implies the full and unconditional acceptance of these Terms and Conditions. If Users do not agree with any provision herein, they must refrain from using the service. Access to and use of the Site shall be considered as an express, informed, and voluntary acceptance of these terms.

2. REGISTRATION AND ACCOUNT

Any User of the Site who wishes to subscribe to the use of the software through it must create a registration account, in which they must provide their personal information in an accurate, precise, and truthful manner, as well as accept the Terms and Conditions of the Site and the authorization for the processing of their data. Users shall be responsible for the veracity of the information provided.

The Company reserves the right to review the request submitted by the User and shall have the authority to verify the data communicated by each of them. In the event that any inconsistency is found in the User’s information at the time of registration, if any change is not reported, or if there is any suspicious activity or breach of these terms, the Company may proceed with the immediate termination of the User’s account in question, as well as the cancellation of the software license or any other service acquired through the website.

Each account is personal and non-transferable. The User is responsible for maintaining the confidentiality of their credentials and for any use made of them.

For matters related to payment refunds, Users must contact: hello@lup.com.co. The request will be reviewed to determine whether a refund is applicable, in accordance with the provisions of the law and these Terms and Conditions.

3. PAYMENT METHODS

The authorized payment methods for purchases through the Site are Debit Cards and Credit Cards that are permitted by the authorized payment gateway.

The Site may enable an option for the User to store one or more credit cards to facilitate the purchase process. All information provided shall be safeguarded, stored, and managed by Wompi or by any other party contracted for this purpose, in a secure data repository that complies with all security protocols and certifications to ensure the protection of User data.

Under no circumstances does the Site have access to the information stored by Wompi, and the party contracted for this purpose shall comply with all regulations related to the processing of such information under Colombian law.

The User is responsible for, and agrees to, timely notify the corresponding financial or cooperative entity of the loss or theft of their credit card or other instruments provided for making transactions, such as debit cards, personal access codes, etc., so that such instruments may be disabled.

4. PAYMENT CONDITIONS

The amount to be paid for each software subscription shall be the price in effect on the Site at the time of purchase. The User must select which of the payment methods established in Section 2 they wish to use to make the purchase payment.

The Site provides Users with a secure connection system for conducting transactions carried out on the Site. However, under no circumstances shall the Site be held responsible for failures in communications with banking or credit entities, nor for any damages caused to the User as a result of actions or omissions by such entities related to said failures.

Additionally, the Site provides Users with a link that connects to the respective payment gateways authorized by the Site. In these cases, the handling of personal information shall be the sole responsibility of the payment gateway. Users must accept the Terms and Conditions of Use of the payment gateway before conducting their transactions.

Once the payment has been verified by the Site, if the purchase and payment meet the required conditions, the purchase shall be accepted. However, the Site reserves the right to reject an offer, which may occur if the service is unavailable—whether due to force majeure, acts of God, or other causes beyond the control of the Company. In such cases, the Site shall only be obliged to refund the User, without any interest or yield, the amount paid for the purchase offer that was not accepted or fulfilled, and only in cases where there is a lack of service availability or similar situations due to force majeure or acts of God beyond the Site's control.

5. GENERAL OPERATION OF THE SITE

The Site allows the User to subscribe to the software, provided that all required information is properly submitted. In this regard, the User may access the platform or software through two mechanisms:

- i) the free version of the software or platform, available for a period of 30 calendar days;
- ii) the paid version of the platform, which may be contracted on a monthly or annual basis. In the paid version, charges apply based on functionalities and artificial intelligence credits. Depending on the number of users utilizing the software or platform, an additional charge may or may not apply.

For the paid version (ii), an email is sent to the User containing login credentials or access information, allowing the User to access the platform or software. Once the User accesses the software or platform, the Site may schedule a training session, which shall be optional and at the discretion of the Site.

The User agrees to use the platform ethically and in accordance with the law. The following are expressly prohibited:

- Using the service for illegal or fraudulent purposes;
- Uploading content that infringes upon third-party rights, including intellectual property or privacy;
- Reverse engineering, accessing source code, modifying, copying, or distributing any part of the software without authorization;
- Using bots, scrapers, or other unauthorized automated means to access the platform;
- The service is paid in advance and will automatically renew unless canceled in advance;
- The Site reserves the right to modify prices, with prior notice;
- Failure to pay may result in the suspension or termination of account access.

6. INTELLECTUAL PROPERTY

6.1. All intellectual and industrial property rights over the Lup platform or the Site—including, but not limited to, its source code, software architecture, graphic design, user interface, databases, logos, trade names, trademarks, contents, functionalities, and any other element created or used in the development, operation, and exploitation of the Site—are the exclusive property of LUP TOOLS S.A.S. or have been duly licensed in its favor.

6.2. Limited Use License:

The User acknowledges that the use of the Site does not grant them any ownership rights over the platform or any of its protected components. The User is granted a non-exclusive, non-transferable, revocable, and limited license to access and use the platform in accordance with these Terms and Conditions, solely for lawful purposes and in line with its intended use.

6.3. Restrictions:

The User agrees not to carry out, either directly or indirectly, the following actions without the prior, express, and written authorization of LUP TOOLS S.A.S.:

- a) Reproduce, modify, adapt, translate, decompile, reverse engineer, disassemble, or attempt to derive the source code of the platform;
- b) Create derivative works based on the platform or any of its components;
- c) Use the trademarks, distinctive signs, or contents of the Site for commercial purposes or in a manner that may cause confusion regarding their ownership or licensing;
- d) Distribute, sublicense, rent, lease, or commercially exploit the platform in any unauthorized manner.

7. RIGHT OF WITHDRAWAL DOES NOT APPLY

Considering that the products available for purchase by Users on the Site consist of the provision of a software service or platform whose activation occurs immediately or at the moment the service is taken by the User; that due to its nature it cannot be returned; and that it is a service tailored to the User's needs, the right of withdrawal does not apply.

This is in accordance with the exceptions set forth in items 1, 3, and 4 of Article 47 of the Colombian Consumer Protection Statute.

8. CONFIDENTIALITY AND DATA PROCESSING

The Site shall treat all User information as strictly confidential. Our access to and use of such information shall be limited to the following purposes, and any additional purposes established in the data processing policy, the privacy notice, and the data processing authorization:

- To provide and maintain the software or platform service requested by the User, ensuring its proper functioning and the features offered;
- To improve and optimize the platform, including the development and training of artificial intelligence algorithms, provided such use is performed in an anonymized or pseudonymized manner when possible, and without individually identifying the User or their data;
- To provide technical support and resolve issues related to the service;
- To perform measurements of platform usage, applications, and other measurable elements of the Site, in order to generate statistics, assess service quality, satisfaction, improvements, updates, among others;
- For billing and other requirements arising from the established relationship;
- For the implementation of training and advisory services.

In this regard, the Site shall implement the necessary technical, human, and administrative measures to guarantee the security and confidentiality of the User's information, in accordance with the provisions of Law 1581 of 2012 (Colombian Data Protection Law) and its regulatory decrees.

9. SUPPORT AND SERVICE AVAILABILITY

- The Site shall endeavor to provide 99% monthly availability of the service, except in cases of scheduled maintenance or force majeure.
- Technical support shall be offered through the channels defined on the platform, within the response times and schedules applicable to the plan acquired.

10. THIRD-PARTY INTEGRATIONS AND TOOLS

10.1. User Responsibility in Third-Party Service Integrations:

The Site provides the User with the option to integrate and connect various external tools, applications, or services (hereinafter, the "Third-Party Services") in order to complement and optimize their experience and the functionality of the service.

The User expressly acknowledges and agrees that the activation, configuration, use, and management of these Third-Party Services is carried out under their sole and full responsibility. Prior to proceeding with any integration, the User must request prior and express authorization from LUP TOOLS S.A.S., and is advised to fully review and understand the terms and conditions of use of the Third-Party Services, as well as the privacy and data protection policies established by them.

If the User performs integrations between the Site and Third-Party Services that have not been previously and duly authorized by LUP TOOLS S.A.S., any issue that occurs on the Site that affects its usage or compromises its integrity shall be the sole responsibility of the User. In such case, the Site shall have the right to cancel the subscription and suspend any type of service.

10.2. Disclaimer of Warranties and Limitation of Liability of LUP TOOLS S.A.S.:

The Site makes no warranty, express or implied, regarding the continuous, uninterrupted, secure, error-free operation or availability of Third-Party Services, as these are developed, maintained, and managed by entities completely independent of our company. The operation, performance, and functionality of such integrations depend entirely on their respective providers and the compatibility they maintain.

Furthermore, the Site assumes no responsibility for the security, handling, integrity, availability, loss, unauthorized disclosure, or any other incident related to the data or information that the User decides to share, transmit, or process through these Third-Party Services via integration. Any interaction, transmission, or data management by the User with a Third-Party Service shall be governed solely by the agreements and policies entered into directly between the User and the provider of said service.

The User understands and agrees that any claim, dispute, or issue arising from or related to the operation, security, or data handling by a Third-Party Service must be addressed and managed directly with the respective service provider, thereby releasing LUP TOOLS S.A.S. from any liability in this regard.

11. INFORMATION SECURITY

At the Site, we are deeply committed to the security, confidentiality, and integrity of all information that the User uploads, processes, and stores on our platform, including both personal data and sensitive business information.

To fulfill this commitment and in compliance with the applicable Colombian regulations on personal data protection, we implement measures designed to protect information against unauthorized access, alteration, loss, consultation, misuse, or improper disclosure. These measures include, but are not limited to:

- **Data Encryption:** We use encryption technologies to protect information both in transit and at rest, ensuring its confidentiality.
- **Strict Access Control:** We implement rigorous access controls that limit access to information solely to authorized personnel necessary for the provision of the service.
- **Periodic Backups:** We perform regular data backups to prevent loss and ensure service continuity.
- **Continuous Monitoring and Threat Detection:** We have constant monitoring systems in place to proactively detect and respond to potential vulnerabilities, attacks, or security incidents.
- **Staff Training:** Our team receives regular training on information security and personal data protection.

We continuously strive to maintain the security of our platform and to update our protective measures in line with best practices and technological advancements.

12. LIMITATION OF LIABILITY

The Site undertakes to provide its services with due diligence. However, the Site shall not be liable for damages or losses exceeding the amount paid by the User to the Site during the six (6) months prior to the event that caused the damage. Under no circumstances shall the Site be held liable for the following, among others:

- **Indirect damages or loss of profit:** The Site shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, income, data, usage, or any other intangible losses resulting from the use or inability to use the platform or the Site.
- **Decisions Based on the Platform or AI:** The Site assumes no responsibility for business, strategic, or other decisions made or implemented by the User based on the information, reports, analyses, recommendations, or suggestions generated by the platform, including those produced by artificial intelligence (AI) algorithms. The User is solely responsible for evaluating the appropriateness and application of such information for their own purposes.
- **Inaccuracies Due to External Factors or Misuse:** The Site is not liable for inaccuracies, errors, or failures in the information or results generated by the platform that are a direct consequence of:
 - Errors in data entry or upload by the User.

- Unauthorized or improper use of the platform.
- Malfunction, interruptions, or unavailability of external systems, third-party integrations (as established in the section on Third-Party Integrations), communication networks, or internet services.
- Force majeure.

The User acknowledges and agrees that the Site acts solely as a provider of software tools and services and not as a consultant or direct advisor in business management, strategic decision-making, or the implementation of actions based on the data or analyses provided.

13. SUSPENSION AND TERMINATION OF SERVICE

The Site may temporarily or permanently suspend access to the platform if it detects serious violations of these terms, suspicious activities, or as required by law.

14. CHANGES TO TERMS AND CONDITIONS

LUP TOOLS S.A.S. may modify the General Terms and Conditions at any time by publishing the amended terms on the Site. All modifications shall take effect ten (10) calendar days after their publication.

Within five (5) calendar days following the publication of such modifications, the User must contact us if they do not accept them; in such a case, the contractual relationship shall be terminated, and the User shall be deactivated as a Member or User. Once this period has expired, it shall be understood that the User accepts the new terms, and the contract shall remain binding on both parties under the modified terms and conditions.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

These Terms and Conditions, as well as any dispute or claim arising from or related to the use of the platform or the provision of services by the Site, shall be governed and interpreted exclusively in accordance with the laws of the Republic of Colombia.

In the event of any dispute or disagreement between the User and LUP TOOLS S.A.S. regarding the interpretation, execution, or fulfillment of these Terms and Conditions or the use of the Site, the parties agree to resolve it as follows:

1. **Direct Settlement:** Both parties agree to seek an amicable and direct resolution to the dispute through communication and negotiation.

2. **Alternative Dispute Resolution Mechanisms:** If a direct settlement is not possible, the parties may resort to alternative dispute resolution mechanisms recognized under Colombian law, such as conciliation before a legally established conciliation center.
 3. **Jurisdiction:** If the dispute cannot be resolved through the above mechanisms, the parties agree to submit to the jurisdiction of the competent judges and courts of the Republic of Colombia, located in the city of Medellín, Antioquia, expressly waiving any other jurisdiction that may correspond to them by reason of their present or future domicile.
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16. CONTACT

For questions, complaints, or requests, the user may contact: hello@lup.com.co