

PRIVACY POLICY OF THE EXPATGROUP.CO WEB PAGE

EXPATGROUP.CO S.A.S, a company identified with NIT. 901.242.858-9, (hereinafter, "Expatgroup.co") is respectful of the personal data and information provided by its staff, current, past, and potential customers, business partners, and potential stakeholders in the services it provides.

In this Privacy and Personal Data Processing Policy of the website <https://Expatgroup.co>, the purposes, scope, measures, and procedures of our databases are established, as well as the mechanisms available to the holders to know, update, rectify or delete the data provided, or revoke the authorization granted with the acceptance of this Policy.

The acquisition of the Services offered and/or the express and unequivocal acceptance of this Policy implies the acceptance of the holders of this Policy and their authorization for the uses and other treatments described here.

It is essential that you read and accept this text before continuing to browse the website.

If you are under eighteen (18) years of age, you should not leave your data on this website unless expressly authorized by your parents. In no case will the data of a minor be processed.

1. Definitions:

For a better understanding and compliance with this Policy, the following definitions must be considered, which will have the meaning detailed below, if used singularly or plurally throughout the Policy.

"Authorization": Prior, express, and informed consent of the holder to carry out the processing of personal data.

"Database": Organized set of personal data that is subject to treatment.

"Personal data": Any information linked or that can be associated with one or more specific or determinable natural persons.

"Data treatment in charge": Natural or legal person, public or private, that by itself or in association with others, performs the processing of personal data on behalf of the data treatment responsible.

"Responsible for the treatment": Natural or legal person, public or private, that by itself or in association with others, decides on the database and/or the data treatment.

"Users": clients, suppliers, employees, and collaborators of Expatgroup.co.

"Holder": Natural person whose personal data is subject to treatment.

"Treatment": Any operation or set of operations on personal data, such as collection, storage, use, circulation, or deletion.

2. Responsible for the protection of personal data:

Expatgroup.co S.A.S

Address: Torre Empresarial Davivienda Office 508, Av. El Poblado No 1 Sur -188
Medellín - Colombia
Email Address: legalservices@expatgroup.co

3. Information authorized by the User:

During the registration process on the Website, it is understood that the User expressly authorizes Expatgroup.co to consult, verify or cross-check the data provided by the User with its own or third-party databases.

When the User of the Website registers through it, he must fill out an online form. Likewise, it may subsequently be required to send additional information via email or other means to Expatgroup.co to continue with the process of providing the services offered. The information thus acquired by Expatgroup.co will include personal data and other data of the Users, who by submitting it expressly and unequivocally authorize Expatgroup.co to give it the treatment explained in this Policy.

The treatment carried out by Expatgroup.co of the data of its Users consists of collecting, storing, purging, processing, using, analyzing, circulating, updating, and crossing with its own information and/or authorized third parties, contact information, information on consumer preferences and behavior in the contact channels, with the following purpose:

- a) Facilitate the correct execution of the services provision of the Site, both those provided by Expatgroup.co and by third parties.
- b) Share information with government entities and other third parties allied with Expatgroup.co for the service provision.
- c) Conduct statistical studies that allow improve in the services provided.
- d) Manage basic administration tasks.
- e) Inform by any channel, current and future promotions, products, and services; events, promotional activities and other commercial activities directly or indirectly related to Expatgroup.co's own activity; and/or the promotions, products and services promoted directly by the strategic allies of Expatgroup.co, which generate added value for the Users.
- f) Sending advertising material related to the products and services of Expatgroup.co, its authorized, assignees, licensees, affiliates and/or subordinates, and business partners.
- g) To comply with the contractual and/or legal obligations that Expatgroup.co has with its clients, employees, suppliers, authorized parties, assignees, licensees, subsidiaries and/or subordinates, as well as with the judicial or administrative authorities.
- h) Carry out marketing and consumption studies.
- i) Analyze and measure the quality of the products and services offered by Expatgroup.co, its authorized parties, assignees, licensees, subsidiaries and/or subordinates.
- j) Transfer the information provided to third countries; in this case, Expatgroup.co will ensure in advance that said third country complies with at least the same Colombian data protection standards.

Likewise, the User authorizes EXPATGROUP.CO S.A.S to deliver their information to third-party service providers, who will function as Treatment Managers and will process the User's data, just for the purpose of providing the services acquired by the User to through the Site.

Third-party providers of payment services, as Treatment Managers, may store, purge, process, analyze and use the User's data, to correctly execute the provision of payment services.

The User accepts that the personal data provided at the time of registration, be treated by Expatgroup.co, in the forms and with the purposes. Regarding the sending of information and commercial communications through email or equivalent means, it is clarified that as a requirement for the User's registration on the Site and use of our Services, the User must accept this Privacy Policy in its entirety, including the authorization for the sending of said communications; however, at any time, the User has the right to opt out of receiving these communications in the future, proceeding to cancel their subscription to these services, through our Site, or the means that is informed for that purpose.

Expatgroup.co may transfer the personal data of Users as part of the assets of Expatgroup.co if the company or parts of the business were sold, merged, or acquired by third parties, which is expressly authorized by Users when registering in the place.

Without prejudice to the previous authorizations by the User, Expatgroup.co undertakes to comply with its obligation of secrecy of personal data and its duty to treat them with confidentiality, and assumes, for these purposes, the technical measures, organizational and security necessary to prevent its alteration, loss, treatment, or unauthorized access, in accordance with the provisions of the law and the international treaties signed by Colombia that govern the matter.

By entering this Site and registering, the User undertakes to provide correct and true personal information, as well as to update their data whenever required. The User will be responsible, in any case, for the veracity of the data provided, Expatgroup.co reserving the right to exclude from the services any User who has provided false data.

3.1 Payments information:

Within the alternatives that are contemplated in this Site for the payment of the products and/or services selected by the User, Expatgroup.co may, at its option, offer payment mechanisms, including payment buttons, links or other means that communicate with the pages of third-party payment service providers or the web portals of financial institutions.

Payments will be made through the web pages or mechanisms provided by said third parties, and therefore, in such events the handling of personal information will be the exclusive responsibility of the payment pages and/or financial entities, as established in their agreements with the Users. The User undertakes to promptly notify their corresponding financial or cooperative sector entities of the loss or the stolen of his credit card, debit card or other instruments provided by them to carry out transactions, such as personal passwords, so that these instruments are disabled by them. Expatgroup.co assumes no responsibility for the improper use of such instruments by third parties.

3.2 Third Party Information provided by the User:

If the User provides data from third parties, such as data from their relatives, for the purposes of requests for immigration procedures and other services available on the Site, it will be understood that the User has obtained the express and unequivocal authorization of such persons. Therefore, he will hold EXPATGROUP.CO S.A.S harmless if claims are filed by said third parties for the use of his information.

For the purposes of the foregoing, it is understood that the User has authorization from their Family Members to provide Expatgroup.co, on their behalf, with their personal data, through this Site or other means enabled by EXPATGROUP.CO S.A.S, including your full name, identity document and a copy of it, contact information (email, telephone, address, etc.), among others. Therefore, the User, on behalf of their Family Members, expressly authorizes Expatgroup.co to give the personal data of said persons the treatment established in this Policy.

4. Rights of Users, and procedure to exercise them:

The User, as the owner of the personal data entered on the Site, will have the following rights:

- a) Know, update, and rectify your personal data against Expatgroup.co or the other companies in charge of processing your personal data, which are indicated in this Policy. This right may be exercised, among others, against partial, inaccurate, incomplete, fragmented, misleading data, or those whose treatment is expressly prohibited or has not been authorized.
- b) Request proof of the authorization granted to Expatgroup.co, except when expressly excepted by law as a requirement for Treatment (article 10 Law 1581 of 2012).
- c) Be informed by Expatgroup.co or any of the companies in charge of processing personal data, upon request, about the existence of data that concerns you and the use that has been given to your personal data.
- d) Submit to the Superintendence of Industry and Commerce complaints for violations of Law 1581 of 2012 and other regulations that modify, add, or complement it.
- e) Revoke the Authorization and/or request the deletion of the data when the principles, rights and constitutional and legal guarantees are not respected in the Treatment. The revocation and/or suppression will proceed when the Superintendence of Industry and Commerce has determined that in the Treatment the person in charge has incurred in conduct contrary to the law and the Constitution.
- f) Free access to your personal data that has been subject to Treatment.

4.1 Process:

The rights to know, update, rectify and delete information and revoke the authorization, or request proof thereof, may be exercised by means of a written request addressed to the Legal

Department, commissioned by EXPATGROUP.CO S.A.S to attend to these requests by sending an email to legalservices@expatgroup.co.

As a prerequisite to processing any claim or request, the identity of the claimant will be verified, who must be the owner of the information, his or her representative, or one of his successors in title. A complete application or claim must contain, at a minimum:

- 1) Identification of the Holder and the claimant (in case it is not the same Holder).
- 2) Description of the facts that give rise to the claim or request.
- 3) Electronic address for notifications.
- 4) Petition or object of the claim.

Requests or claims will be answered within ten (10) working days from the date of receipt, if they meet the minimum requirements mentioned above. Suppose it is not possible to give an answer within said term. In that case, the respective Holder of the information will be informed, explaining the reasons for the delay, and indicating the date on which your query will be answered, without in any case exceeding five (5) working days following the expiration of the first term.

If a request or claim is submitted incompletely, within five (5) business days following receipt of the request or claim, the interested party will be informed that must complete the requirements mentioned above. If after two (2) months the claimant does not correct his claim or request, it will be understood that it has been withdrawn.

If there is an unresolved claim, the personal data registered by the Holder will be accompanied by the legend: "Claim in Process".

5. Revocation of Authorization:

When a User wants to revoke the authorization, they have given for the use of their personal data, they must inform Expatgroup.co clearly, if the revocation is total or partial. The revocation of the authorization is partial when the Holder of the information states that he wishes to revoke his authorization for the Processing of his personal data for certain specific purposes, such as sending advertising information, and consumer studies, among others.

The revocation of the authorization will be total when the Holder of the information requests that the Processing of personal data for all authorized purposes cease completely.

6. Security:

Expatgroup.co uses several security methods to protect the personal information we collect from Users. However, no security measures are perfect or impenetrable, and data transmissions over the Internet cannot be guaranteed to be 100% secure, and therefore we cannot guarantee the security of any information that the User transmits to Expatgroup.co, which the User does so at his own risk.

7. Social media:

Expatgroup.co has profiles on some of the main social networks on the Internet.

The treatment that Expatgroup.co will carry out with the data within each of its networks will be, at most, that which the social network allows for corporate profiles. Thus, Expatgroup.co may inform, when the law does not prohibit it, its followers through any channel that the social network allows about its activities, presentations, and offers, as well as provide personalized customer service.

7.1 Data Extraction:

In no case will Expatgroup.co extract data from social networks unless the User gives specific and express consent to do so.

8. Commitments and obligations with our Users:

By using this website, the User undertakes not to carry out any conduct that could damage the image, interests and rights of Expatgroup.co or third parties or that could damage, disable or overload the website or that would prevent, in any way, the normal use of <https://expatgroup.co>.

9. Legal responsibility for the content:

The Expatgroup.co website contains texts prepared for informational purposes that may not reflect the current state of legislation or jurisprudence and that refer to general situations, so its content can never be applied by the User to specific cases.

The content of the articles published on Expatgroup.co cannot be considered, in any case, a substitute for advice. Thus, the User must not act based on the information contained in this page without first obtaining the corresponding professional advice.

10. Other conditions of this website use:

The User undertakes to make diligent use of the website and the services accessible from it. Likewise, he undertakes, unless prior, express, and written authorization from Expatgroup.co to use the information contained on the website, exclusively for his information, not being able to directly or indirectly commercially exploit the contents to which he has access.

Except for the express, prior, and written authorization of Expatgroup.co, the reproduction, except for private use, transformation, and in general any other form of exploitation, by any procedure, of all or part of the contents of this website is prohibited.

It is prohibited to carry out, without the prior consent of Expatgroup.co, any manipulation or alteration of this website. Consequently, Expatgroup.co will not assume any responsibility derived, or that could derive, from said alteration or manipulation by third parties.

11. Applicable law and jurisdiction:

This Policy will be governed, interpreted, and applied according to the laws of the Republic of Colombia.

12. Acceptance and consent:

The User declares to have been informed of the conditions on the protection of personal data, accepting and consenting to the treatment by Expatgroup.co, in the manner and for the purposes indicated in this privacy policy.

13. Commercial e-mails:

In accordance with current legislation, Expatgroup.co does not carry out SPAM practices, so it does not send commercial emails electronically that have not been previously requested or authorized by the User. Consequently, in each of the existing forms, the User has the possibility of giving their express consent to receive messages, regardless of the commercial or the service information requested on time.

14. Policy changes:

Expatgroup.co reserves the right to revise this Policy at any time and will post any changes to it on this Website. When substantial changes are made to this Policy, this fact will be communicated to the holders of the information by sending a notice to the email they have registered, before or at the latest at the time of implementation, informing them that they can consult the new Policy on the website. Said notice will indicate the date from which the new Policy will apply. When the change refers to the purposes of the Treatment, a new authorization will be requested from the holders of the personal data to apply them.

If you provide us with information, or access or use our Services in any way after this Policy has been changed, you will be deemed to have unconditionally consented to such changes.

15. Validity:

This Policy will be in force from August 2022.