

Terms and Conditions

1. Scope

1.1 These General Terms and Conditions ("GTC") shall apply to all offers and agreements in which CINETPERU S.A.C. ("CiNET") acts as a provider or supplier of products and/or services to another party ("Customer"). The version valid at the time of the conclusion of the contract shall be authoritative.

1.2 The contractual basis of the business relationship between CiNET and the customer are these GTC (all hereinafter also referred to as "Contract" or "Contractual Basis") and, if applicable, written individual agreements. In the event of contradictions or deviations, the written individual agreement shall be decisive first and then the GTC.

1.3 Prices and price lists are subject to price changes, errors and printing errors.

1.4 With the customer's contractual declaration, the contractual bases are recognized. They shall apply to all future contracts, even if they are not expressly agreed again. The contractual bases shall also apply to contract amendments made after the conclusion of the contract.

1.5 Terms and conditions of the customer that conflict with these GTC or deviate from these GTC or the dispositive law shall not become part of the contract unless CiNET has agreed to such terms in writing in the individual case.

1.6 Rights from this contract may only be transferred to third parties with the express consent of CiNET.

2. Provision of Services by CiNET

2.1 The scope of the services to be rendered by CiNET shall be defined in CiNET's written offer.

2.2 CiNET is entitled to have the tasks incumbent on it performed in whole or in part by third parties.

2.3 As a rule, the project schedule is defined in the offer of CiNET and/or the individual agreement, from which in particular the scope of the services/partial services and agreed partial payments result. If services of CiNET are not expressly promised in the offer and/or the individual agreement, they shall in any case not become part of the contract and are excluded from the scope of services.

2.4 If CiNET states a time schedule in the offer, this only serves as a rough orientation of the intended completion of services/partial services. The actual time of completion of services/partial services may deviate from this in individual cases. In the event of a delay of no more than 14 days, the customer shall in any case not be entitled to assert claims, in particular due to default in performance.

3. Acceptance of Services/Sub-services

3.1 If the services of CiNET consist in the production of a work (e.g. creation of a website), CiNET shall offer the work to the customer for acceptance after its completion. 3.2 The customer shall be obliged to accept the work offered for acceptance by CiNET and to confirm it in writing upon request.

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3.3 If the customer refuses the duly offered acceptance without objective reason, the work shall be deemed to have been accepted. This shall also apply if the customer does not respond to the offer of acceptance within 14 days.

3.4 Acceptance means the handover of the work to the customer. CiNET's performance obligation shall be deemed to have been fulfilled.

3.5 If the work consists of several partial performances, CiNET has the right to demand an acceptance of each partial performance.

3.6 CiNET is entitled, but not obliged, to issue partial invoices in case of partial acceptance. If the customer is more than 7 days in arrears with the payment of a partial invoice, CiNET is entitled to refuse the further performance of services until the partial invoice has been paid.

3.7 The unconditional payment of a partial invoice shall be deemed as acceptance of the respective partial service.

3.8 If the customer refuses the acceptance of a partial performance without objective reason, CiNET is entitled to refuse the further performance of the service while maintaining the claim to remuneration for the entire work. This also applies if the customer does not react to the request for acceptance of a partial performance within 14 days. In this case, CiNET is also entitled to withdraw from the contract after setting or granting a grace period of at least another 14 days while maintaining the claim to remuneration for the entire work.

3.9 If the customer is more than 7 days in arrears with the payment of the invoice, CiNET is entitled to take the website offline without further warning or threat, provided that the website is hosted by CiNET. After full payment, the website will be put back online immediately.

4. Milestones

4.1 Milestones are explicitly designated as such in the offer and/or the individual agreement and their scope is precisely defined.

4.2 The schedule for the achievement of milestones shall be determined together with the customer at the beginning of the project. Should the customer not comply with its obligations to cooperate for the achievement of a Milestone, CiNET reserves the right to set the achievement of this Milestone to any date. Should the customer wish an earlier date as a new Milestone, CiNET reserves the right to charge the customer for any additional costs caused thereby.

4.3 Upon achievement of a Milestone, an acceptance shall be carried out as already described. After acceptance of a Milestone, CiNET shall issue a partial invoice to be paid by the customer.

4.4 CiNET shall only be obliged to provide further services after the partial invoice for the Milestone has been paid in full.

5. Granting of Rights

5.1 Upon acceptance - or, in the case of partial services, upon final acceptance - and upon full payment of the remuneration, the customer shall acquire the agreed rights to the service or the work, in particular the copyright exploitation rights in accordance with the agreement and the following provisions.

5.2 Unless otherwise agreed, the customer acquires the simple, non-exclusive and non-transferable license to use the performance or the work in order to make the work available to the public in such a way that it is accessible to members of the public from places and at times of their choice.

5.3 When using templates, the customer acquires permissions only to the extent that CiNET has been authorized by the supplier of the template to grant such permissions.

5.4 The granting of licenses or rights to use works shall in each case only cover the use for the customer's own use. A transfer or the granting of rights of use or authorizations to third parties by the client or any other re-use is excluded.

5.5 CiNET has the right, at its own discretion, to place a copyright notice - designed at CiNET's discretion - at suitable places in the produced website. The customer is obliged to ensure the integrity of the copyright designation.

5.6 CiNET has the right to refer to the services rendered to the customer for self-promotion, in particular to name the project on CiNET's own homepage and in presentations and to publish illustrations (e.g. screenshots) and description. Furthermore, CiNET is entitled to name the customer in its reference list.

6. Hosting

6.1 If hosting is part of the services to be provided by CiNET, CiNET shall - unless otherwise agreed - perform the hosting on the server of a third party. Hosting or domain purchase orders shall be concluded under the terms and conditions and price lists of CINETPERU S.A.C., unless expressly agreed otherwise. CiNET shall not assume any liability for notification orders placed by telephone.

6.2 If the customer does not pay the fee for the hosting within 2 months after invoicing, CiNET shall have the right to terminate the hosting contract immediately without further preconditions.

6.3 Web hosting contracts are concluded for one year and can be terminated by both contracting parties at the end of the contract term with a notice

period of two months. In the absence of timely termination, the contractual relationship shall be automatically extended for a further year. In deviation from this, individual agreements may be made in writing, which must be signed by both parties.

6.4 It is noted that CiNET has no influence on the availability of the Internet outside its own sphere of influence. In the case of the creation of websites, these are hosted by third party providers, who are exclusively responsible for the availability. CiNET rejects any liability with regard to the actual availability of the websites produced by CiNET or the customer releases CiNET from all corresponding claims.

6.5 If the security of the network operation or the maintenance of the network integrity is endangered, CiNET is entitled to temporarily restrict the access to the services as required.

6.6 CiNET does not assume any responsibility for damages which the customer may incur due to misuse of the connections (including damages caused by viruses).

7. Domains

7.1 If the domain registered for a customer is charged via CiNET and if the customer does not pay the fee for the domain within 2 months after invoicing, CiNET has the right to terminate the customer domain without further preconditions. CiNET is expressly authorized by the customer to give notice of termination. The customer shall fully compensate CiNET for all resulting expenses and damages. Hosting or domain purchase orders shall be concluded according to the terms and conditions and price lists of CINETPERU S.A.C., unless expressly agreed otherwise. CiNET shall not assume any liability for notification orders placed by telephone.

7.2 The right to terminate the customer domain pursuant to clause 7.1 shall also apply if CiNET is not registered as domain holder but is only registered as Tech-C or Admin-C for the domain.

7.3 CiNET is not obliged to check the legal admissibility of the domain (e.g. with regard to name, trademark or competition law). The customer shall fully indemnify and hold CiNET harmless in this respect.

7.4 The customer is entitled to terminate the domain at the end of the contract term with a notice period of two months. In the absence of a timely termination, the contractual relationship shall be automatically extended for another year.

8. Customer Cooperation

8.1 The customer shall provide all information and documents necessary for the performance of the service by CiNET and shall cooperate as required for the performance of the service.

8.2 In the case of the creation of a website, this applies in particular to the contents to be included (texts, images or logos).

8.3 In the event of a breach of the duty to co-operate, CiNET shall have the right to withdraw from the contract after setting a grace period of at least 7 days, while retaining the full claim to remuneration.

8.4 The customer is solely responsible for contents provided by him. The customer shall fully indemnify and hold CiNET harmless from and against all claims of third parties, in particular from the infringement of copyrights, rights of use or personal rights. CiNET is not obliged to examine the contents in this respect.

8.5 Furthermore, the customer shall indemnify and hold CiNET harmless from and against all liabilities, costs and expenses arising from a violation of legal or contractual obligations, in particular, but not exclusively, from the data placed on the market, from private prosecutions for defamation, insult, with regard to media law claims or offences, offences of defamation of honor or damage to credit.

8.6 The customer shall appoint a contact person for CiNET who is familiar with the situation and authorized to give binding information and orders for the customer in case of queries for the entire defined project duration.

9. Fees and Payments

9.1 CiNET is entitled to the agreed remuneration for its services.

9.2 CiNET reserves the right to invoice a down payment in an appropriate amount (usually 25% of the total order volume) when placing the order. CiNET is not obliged to commence with the provision of services before the down payment has been made in full.

9.3 Unless otherwise stated, the fee is exclusive of statutory value added tax.

9.4 The fee shall be due for payment within 3 days after invoicing.

9.5 Invoices are payable without any deductions and free of charges.

9.6 Costs arising from reminders and the costs (including out-of-court) of legal intervention which are necessary for appropriate legal prosecution shall be borne by the customer.

10. Warranty

10.1 Defects shall be notified by the customer in writing without delay, at the latest within one week. After the expiry of this period of one (1) week, the customer shall lose any claims for damages.

compensation.

10.2 Defects shall be remedied by improvement, replacement or price reduction at CiNET's discretion.

10.3 Warranty or liability is excluded for defects that are due to incorrect or inaccurate instructions of the client.

10.4 Warranty claims with regard to Open-Source Software used by CiNET are generally excluded. In particular, CiNET shall not be responsible for any limitations caused by the Open-Source Software used and CiNET shall also not be obliged to offer or implement solutions for such limitations.

10.5 Insofar as the customer or third parties attributable to the customer intervene in the work or carry out changes after acceptance, the customer shall lose any warranty claims.

10.6 CiNET's obligation to pay compensation is limited to a lump sum of no more than the order amount per case of damage. This limitation applies to each event causing damage to the entirety of the injured parties. The assertion of a claim for damages exceeding this amount is inadmissible.

10.7 The warranty period shall be 6 months.

11. Liability and Disclaimer

11.1 CiNET's liability for slight negligence - with the exception of personal injury - is excluded.

11.2 The burden of proof for gross negligence or intent shall be borne by the customer.

11.3 CiNET is not liable for loss of profit, pecuniary and consequential damages, with the exception of personal injury, gross negligence or intent.

11.4 CiNET's obligation to pay compensation is limited to a lump sum of the order amount at the most per case of damage. This limitation applies to each event causing damage to the entirety of the injured parties. The assertion of a claim for damages in excess of this is inadmissible.

11.5 A liability of CiNET for contents provided by the client is excluded.

11.6 CiNET is not liable for the content, correctness or completeness of transmitted data. No liability is assumed for loss of data.

12. Data Protection

12.1 The customer expressly agrees that CiNET may automatically determine, store and process the data disclosed to it (in particular name, address, e-mail, credit card data, data for account transfers, telephone number) for the purpose of contract performance and support as well as for its own advertising purposes. For further information on data protection, please refer to our data protection regulations.

13. Final Provisions

13.1 The exclusive jurisdiction of the courts of Trujillo - Department of La Libertad - Peru is agreed for all disputes arising from this contract, including its existence and termination.

13.2 The contestation or adjustment of this contract on the grounds of error, elimination or alteration of the basis of the contract, reduction by more than half (laesio enormis) or for other reasons is excluded.

13.3 The contract shall be governed exclusively by Peruvian law, excluding the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods.

13.4 If any provision of this contract is void or voidable or for any other reason ineffective, this shall not affect the validity or legal effect of all other provisions of the contract. In place of the inapplicable provisions, a provision that best corresponds to the will of the contracting parties with regard to the content and meaning of the legally valid provisions of this contract shall apply. This shall also apply to any loopholes in the contract.

Effective as of 11/2023

CINETPERU S.A.C. Perú

