

TERMS AND CONDITIONS

(English)

The National Association of Symphonic Music (“ANMS” or “ASSOCIATION”) is a public and private association with autonomy, heritage, and legal status, according to the Colombian Civil Code and Law 489-1998. The ANMS sets available these general terms and conditions that rule the access and use of the ASSOCIATION websites, therefore, the simple access to the website implies unreserved acceptance of the terms and conditions. The services offered on this website shall be governed by the specific conditions stipulated in each case, which shall be understood to have been accepted simply by the use of such services.

The ANMS informs the users that access to the websites is governed by the Data Privacy Policy terms, which the user can be found here:

The ANMS may modify or update the terms and conditions of use of its web pages, as well as its Data Processing Policy, so users should review the terms and conditions when accessing and using its websites.

DEFINITIONS:

- ANMS or ASSOCIATION: shall refer to the National Association of Symphonic Music.
- Ministry: shall refer to the Ministry of Cultures the Arts and Knowledge of the Republic of Colombia or the Ministry that replaces it in functions.
- Website: Shall refer to any web domain owned by the ANMS.
- User: any natural or legal person who uses and/or accesses the websites of the National Association of Symphonic Music.

TERMS

The ASSOCIATION is the owner of the websites in its name, its source code, designs, navigation structure, databases, music, scores or parts, photos, characters, documents, rights obtained through licenses, as well as the different elements in its websites and distinctive signs; therefore, the ANMS is the exclusive owner of the intellectual property rights (reproduction, distribution, public



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communication, edition, synchronization, and transformation) on the intangible goods previously communicated.

Users may not reproduce, communicate to the public, sell, republish, distribute, sublicense, edit, or prepare derivative works of the Sites or related content for commercial or non-commercial purposes without the prior express written consent of ANMS. Any content from the ANMS Sites, from which ANMS permits downloading, users who print or use the material must retain all copyright and other proprietary notices.

The content that ANMS permits downloading will be governed by the license agreement submitted by ANMS, which the user agrees to accept upon purchase and/or download of the content. The content will remain the sole and exclusive property of ANMS, and its access does not imply any kind of transfer of ownership.

The user accepts with the access and use that he/she will respect the intellectual property rights regulated by the Republic of Colombia and the Andean Community of Nations. The user accepts that its use and access will not affect the normal operation of the ANMS websites.

The improper access and/or use, such as: interrupting, restricting, or inhibiting the use of the Sites, attempting to obtain unauthorized access to accounts, transmitting or otherwise making available in connection with the Sites any malware or invasive and/or harmful informatic program, reverse engineering works, violations to intellectual property rights, and damages shall imply the penalty of fifty thousand American dollars (USD 50,000), amount that shall not be considered as partial payment or prepayment of the damages that may be caused to ANMS. The user accepts that THE ASSOCIATION may pursue the payment of the total value of the harm caused by access, and/or improper use of the user. The user agrees that these terms may be enforceable.

Neither THE ASSOCIATION nor any of its affiliates, board members, licensors, suppliers, or sponsors, nor their directors, officers, employees, consultants, agents, or other representatives, shall be liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages (including, without limitation, damages for loss of business, loss of data or loss of profits), under any contract, use, access, omission or negligence arising out of or relating in any way to the websites and/or its contents, any linked site or any product or service purchased or acquired free of charge through the website. THE ASSOCIATION shall be solely liable for direct damages, limited to the total amount paid by the user.

The user agrees to defend, indemnify, and hold harmless THE ASSOCIATION and its employees, contractors, directors, board members, and agents from and against any claims, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to its uses of and/or access to the ANMS sites. THE ASSOCIATION reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the user and, in such case, he/she



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or it agrees to cooperate with the defense of any such claim and to bear the expenses incurred by THE ASSOCIATION.

The terms and conditions are governed under the laws of the Republic of Colombia, any provision shall be construed following the substantive and procedural laws of this country, including, without limitation, Colombian legal provision, without regard to the conflict of law's provisions of Colombia or any other jurisdiction.

Any dispute arising from its interpretation or application shall be submitted to the main domicile of ANMS, and the judges of the Republic of Colombia. If the user's domicile is outside of Colombia, he/she/it accepts with the use and/or access to the ANMS websites to submit, expressly waiving any other jurisdiction, to the courts and tribunals of the Republic of Colombia.

The failure of THE ASSOCIATION to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

THE ASSOCIATION may discontinue your participation in and access to the Sites at any time.

The Terms will continue to apply to any prior use by you of the Sites, even if you no longer use the Sites.

If any provision of the Terms is determined to be unlawful, void, or unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

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