

## **TERMS OF USE AND CONDITIONS**

Terms of use and conditions of Rodrigo, Elías & Medrano Abogados S. Civil de R.L.

### 1. Agreement to be bound by these terms by accessing this website

By using this website: [www.estudiorodrigo.com](http://www.estudiorodrigo.com) ("Website"), you accept these Terms of Use and Conditions contained herein and all applicable laws and regulations. By using the Site, you accept, without limitation or exception, to abide by these Terms of Use and Conditions set forth by Rodrigo, Elías & Medrano Abogados S. Civil de R.L. (hereinafter, "The Firm"). If you do not agree hereto, you should not access the Site and you must immediately stop using this Site. Your access and use of this Site imply that you accept these terms of use and conditions.

### 2. Site content and intellectual property rights thereof

The entire content of this Site is the sole property of The Firm and it is subject to copyright protection and other intellectual property rights. Therefore, all rights associated with the Site are reserved unless otherwise expressed. All content such as images, photographs, texts, designs, newsletters, videos, trademarks and service marks, slogans, designations, logos or names, and in general any element being eligible for protection under industrial property law and copyright —either being registered or not— are used solely by The Firm or third party being authorized thereby expressly.

The Firm will assert its intellectual property rights with the full force of the law, going even to criminal court, if necessary.

Furthermore, pursuant thereto, the Site user shall indemnify and hold harmless of The Firm as a consequence of any damages, costs, liabilities, expenses (including pertinent legal fees) and settlement amounts incurred in terms of any complaint, claim or legal action by third parties derived in; (i) negligence, distortion, error or omission by the user related to the use of content; or (ii) any violation to the Terms of Use and Conditions of this Site evidencing breach of the applicable law or regulation.

### 3. Site content liability of the The Firm

The Firm specifies that all information contained in the Site may not be exact, complete or updated, and it is shared as a reference. All material contained in this Site represents general information and shall not be used as a sole basis for decision-making. Decision-making on the basis of the information contained in the Site is the exclusive responsibility and risk of the user.

The Firm reserves the right to change the content of this Site at any time, remaining the user responsible for monitoring changes and updating of the information contained herein.

### 4. Privacy of users who access the Site

In certain sections of the Site (such as "Contact Us" and "Work With Us"), the user shall voluntarily transmit his personal information via email or any other means. In compliance with Personal Information Protection Act No. 29733 and its regulation approved by Supreme Executive Order No. 003-2013-JUS, The Firm informs the following aspects related to the management of personal information being transmitted by the user.

#### 4.1. Identity and usual residence of the holder of the personal information database

Users' personal information is stored and managed in personal information databases being held by The Firm with usual residence at Av. San Felipe 758, Jesús María, Lima, Peru. The name of such personal information databases will be the name of the Site section where information will be collected.

The user is informed that, any personal information management complies with the provisions pursuant to legislation in force regulating the matter within the Republic of Peru.

#### 4.2. Purpose

The Firm will manage users' personal information for the purpose indicated therein under the Site section where information is collected. Additionally, the user hereby authorizes The Firm to use his personal information to receive communications about activities, services and information about The Firm.

#### 4.3. Transfers and recipients

Unless legal obligation or being required by a pertinent authority, users' personal information will not be transferred to any third party other than the personal information managers.

#### 4.4. Term

Personal information granted shall be stored unless overriding is requested by the holder of the personal information provided that said overriding does not affect the rights or the legal liability compliance of The Firm.

#### 4.5. Exercise of the rights of information, access, rectification, erasure and objection of data

As the holder of his personal information, the user has the right to access to his data managed by The Firm, know the management characteristics; rectify them in case of inaccuracy or incompleteness; request erasure or overriding by considering them unnecessary for the aforementioned purposes; or object to its management for specific purposes.

The user may revoke his express consent at any time, as well as limit the use or disclosure of his personal information in compliance with provisions pursuant to Item 4.4.

The user may address his exercise of rights request to [contactenos@estudiorodrigo.com](mailto:contactenos@estudiorodrigo.com)

In order to exercise the aforementioned rights, the user must send the pertinent request to the aforementioned email address as per provisions set forth in the Regulation of the Act No. 29733 (including: holder's name of the personal information and his usual residence or any other address where notice can be received; ID Card or proof of legal representation; clear and exact description of personal information that rights are attempted to be exercised on; and other proofs or documents facilitating data tracking).

In the event the user considers the exercise of his rights having not been attended, a claim can be filed to the *Autoridad Nacional de Protección de Datos Personales* (National Personal Information Protection Agency).

The Firm shall be responsible for the personal information databases as per Item 4.1 and the personal information contained therein. In order to avoid loss, misuse, alteration, unauthorized access and theft of personal or confidential information provided by users, The Firm has adopted personal information security and protection standards legally required, and has implemented all technical means and measures available.

#### 5. Amendments to Terms of Use and Conditions

The Firm may amend—at any time and without prior notice—these Terms of Use and Conditions. Therefore, the user shall be subject to such amendments and shall read the Terms of Use and Conditions each time the Site is accessed.