

# Terms and Conditions

These terms and conditions applicable to the Users (as defined below), regulate the access and/or use that Users make in Chile of the series of digital products of the application 'Boufin', developed by Synaptic Servicios Informáticos SpA, Tax Identification Number 76.889.170-2, with address at La Capitanía 80, office 108, Las Condes commune, Santiago city.

'Boufin' offers a series of digital products that allow Users (as defined below) to identify and extract, from other entities, the information that is of their property and that they wish to share with the bank or financial institution that they designate.

## FIRST: Definitions.

- **Synaptic:** Synaptic Servicios Informáticos SpA.
- **User or Users:** Natural or legal person who accesses and uses the services made available by Synaptic.
- **Boufin:** Application developed by Synaptic.
- **Platform:** The digital products of the Boufin application made available by Synaptic.
- **Bank:** Bank or financial institution to which Users wish to send the information they extract from the various institutions available in Boufin.
- **Entity or Entities:** Institution or institutions from which a User wishes to extract information of their ownership to send it to the Bank they designate.
- **Information:** Data owned by the User that is extracted from an entity to be sent to the Bank that the User designates.
- **Terms and Conditions:** These terms and conditions of use.
- **Privacy Policy:** The privacy policy and personal data treatment established in these Terms and Conditions.
- **Stores or Store:** Conservation of information using technology specifically developed to maintain the data and make it accessible whenever necessary.
- **Collects or Collect:** Process by which the information required by Synaptic or the Banks is captured.

## SECOND: Purpose.

These Terms and Conditions regulate the access and use of the Platform.

Please note that access to and use of the Platform expressly implies that the User knows and accepts the Terms and Conditions and, therefore, is obliged to comply with the Terms and Conditions. If you do not accept these Terms and Conditions, you will not be able to have the status of User nor will you be able to access the Platform. The use of the Platform is personal and non-transferable.

The Terms and Conditions will govern both the current Platform and the updates provided by Synaptic that replace and/or complement the Platform, unless such update is accompanied by separate terms and conditions of use, in which case those terms and conditions of use will govern.

## THIRD: Boufin digital products.

Boufin products allow Users to extract Information from various Entities to send to the Bank,

according to category, as well as the credentials or personal data that must be provided, according to the list detailed below:

### **Financial analysis products.**

- **Institutional financial analysis:** Product that provides information on employers (current and previous), income details (salaries), seniority and labor continuity.
  - **Required credentials:** Unique Key.
- **Banking financial analysis:** Product that provides information on main and extra income, employer data, job seniority, average income and monthly flow for up to 12 months.
  - **Required credentials:** Bank web portal.
- **Debt report:** Consolidated CMF report of available credits, direct debt, indirect, current and overdue debt broken down by institution.
  - **Required credentials:** Unique Key.
- **Comprehensive tax report:** Report with the information present in the internal revenue service of companies, properties, fee receipts, tax declarations, income declarations.
  - **Required credentials:** Unique Key.
- **Bank movement report:** Product that provides details of movements for the last 12 months.
  - **Required credentials:** Bank web portal.
- **Income report:** Product that provides details of bank income by electronic transfer for the last 3 months of a User.
  - **Required credentials:** Bank web portal.
- **Investment report:** Product that provides details of investments in Time Deposits, Mutual Funds, APV and Shares of the User.
  - **Required credentials:** Bank web portal.

### **Financial migration products.**

- **TEF recipient migration:** Product that allows extracting information about your transfer recipients in a specific financial entity.
  - **Required credentials:** Bank web portal.
- **Service account migration:** Product that allows extracting information about your service accounts in a specific financial institution.
  - **Required credentials:** Bank web portal.
- **PAC obtainment:** Product that allows obtaining information about your automatic

payments charged to your checking account that you have in a specific financial institution.

- **Required credentials:** Bank web portal.

- **PAT obtainment:** Product that allows obtaining information about your automatic payments charged to your credit card that you have in a specific financial institution.

- **Required credentials:** Bank web portal.

#### **Portfolio acquisition products.**

- **Mortgage loan report:** Product that allows extracting information about mortgage loans that the User has in a specific institution.

- **Required credentials:** Bank web portal.

- **Consumer loan report:** Product that allows extracting information about consumer loans that the User has in a specific institution.

- **Required credentials:** Bank web portal.

- **Cost analysis:** Product that allows obtaining information on the current cost of the client's financial products.

- **Required credentials:** Bank web portal.

- **Basic products report:** Product that allows obtaining information on balances and limits for accounts, credit lines and credit cards for the selected banking institution.

- **Required credentials:** Bank web portal.

#### **Digital validation products.**

- **Identity validation:** Product that allows identifying, in a 100% digital way, the identity of a User. This is done by validating the User's access to another financial institution.

- **Required credentials:** Bank web portal.

#### **FOURTH: The service.**

After registration and authentication of the User's credentials regarding the Bank, the User, through the Platform, may select the Entity or Entities from which they require to extract Information to send it to the Bank. For this, they must enter their identifier and the secret key corresponding to each selected Entity. The Platform does not allow the User to access Information from Entities associated with an identity card or unique tax role different from the one entered at the time of authentication.

Once authentication is performed in the selected Entity, the Platform will execute an automated process of extracting the requested Information from the User, for subsequent sending, in encrypted form, to the Bank.

The Platform only allows the retrieval of Information for sending to the Bank. The Platform

does not Store, save, or share with any other person, natural or legal, information of Users regarding their form of identification, identity card number or unique tax role, telephone number, secret keys, personal information, or the Information, except temporarily and transiently for the sole purpose of sending the Information to the Bank. The Information extracted by the Platform is deleted at the end of each process, after sending it to the Bank.

### **In case of storing passwords**

The Platform only allows the retrieval of Information for sending to the Bank. The Platform does not Store, save, or share with any other person, natural or legal, personal information of Users, except temporarily and transiently for the sole purpose of sending the Information to the Bank. The Information extracted by the Platform is deleted at the end of each process, after sending it to the Bank. For purposes of recurring consultation and extraction of Information and to facilitate the use of services made available on the Platform, access credentials (form of identification and secret keys) will be Stored, with prior consent of the User. Users who wish to renounce the use of the recurring data consultation service must inform the Bank, who will request Synaptic to deactivate and delete the Stored data, otherwise, the duration of the Storage of credentials for recurring consultation will be for a period of 5 years.

The Information will be sent to the Bank, in a consolidated and encrypted manner, which is not enabled to be decrypted or deciphered by the User. Only the Bank has the ability to decipher this Information from its platforms, always with prior authorization from the User when sharing the Information in the Bank's private portal.

### **FIFTH: Access license.**

Subject to compliance with these Terms and Conditions, Synaptic grants you a limited, non-exclusive, non-commercial, non-sublicensable, revocable and non-transferable license to access and use the Platform.

### **SIXTH: Access to the Platform.**

Access to the Platform services is subject to prior registration and authentication of the User's personal credentials regarding the Bank.

### **SEVENTH: Use of the Platform.**

By accessing and using the Platform, the User agrees and is obliged to: (i) Use the Platform for personal use, accepting that they are not authorized nor have the necessary powers to assign, in any form, their account to a third party, nor can they use third-party accounts to access and use the Platform; (ii) Not access the Platform or use the services provided by the Platform for illicit, illegal purposes, harmful to the rights of third parties, contrary to what is established in these Terms and Conditions, to good faith and/or public order; (iv) Not try to damage or cause harm to the Platform in any way, or access restricted resources on the Platform; (v) Keep any identification provided to allow access and use of the Platform safe and confidential; (vi) Not attempt to access, use and/or manipulate the data of the Bank, Entities, Synaptic and/or other Users; (vii) Not introduce or spread computer viruses or any other physical or logical systems that are likely to cause damage to the Platform.

Synaptic will not be responsible if the User does not have a device compatible with the Platform or does not have a connection to the Platform.

#### **EIGHTH: Suspension and/or elimination of the account.**

Synaptic reserves the right, at any time and at its sole discretion, to: (i) Suspend a User's account without having to give explanations about it; (ii) Cancel a User's account if it considers that there are well-founded reasons to think that the account was used, is being used or can be used for illegal, fraudulent, dishonest purposes, or if any provision of these Terms and Conditions has been violated.

#### **NINTH: Responsibility and indemnity.**

It is expressly stated that as Boufin is a software that allows the User to identify and extract, from other Entities, the Information that is their property and that they wish to share with the Bank, Synaptic is only responsible for the delivery of said Information, as it is found in the Entities. Consequently, Synaptic is not responsible for the certainty and/or veracity of the data provided by the User, nor for the content of the Information delivered to the Bank.

The User assumes as their own the responsibility that could derive from their own acts or omissions regarding the use of the Platform, exempting Synaptic, its parent company, related persons, directors, partners, workers, suppliers, advisors, lawyers and agents from all responsibility before any claim, damage, harm, loss, penalty and cost (including, without limitation, attorneys' fees and judicial procedural costs) and any expense derived from or related to the use of the Platform through fraudulent or negligent action by the User.

Synaptic will not be liable in any case for any damage or harm that may arise from: (i) The lack of availability or accessibility to the Platform due to failures beyond Synaptic's control; (ii) The interruption in the operation of the Platform and/or computer failures, telephone breakdowns, disconnections, delays or blockages caused by deficiencies or overloads in telephone lines, data centers, in the Internet system or in other electronic systems, produced in the course of its operation; nor (iii) Other damages that may be caused by third parties through unauthorized intrusions, beyond Synaptic's control.

#### **TENTH: Information security policy.**

Synaptic has implemented an information security policy that allows it to manage its operation and decision-making, based on the administration of its technological and cybersecurity risks.

The information security policy contemplates a security and cybersecurity incident management model, as well as establishing mechanisms and protocols for exchanging information about cybersecurity incidents or situations that may affect operational continuity.

Additionally, it establishes a model for timely information to Entities and Banks about any anomalous event.

It is noted that Synaptic's information security policy complies with chapter 20-10 of the Updated Compilation of Standards of the Financial Market Commission and with the Framework Agreement for Data Capture signed between the Association of Banks and Financial Institutions of Chile A.G., Banco Estado and the companies associated with the Association of Financial Innovation Companies of Chile A.G. Likewise, the information security policy has been audited and validated by various banks and financial institutions, in order to guarantee the standard required by these institutions.

In conclusion, Synaptic has adopted various protection measures regarding the Platform and its contents against computer attacks by third parties. Notwithstanding the foregoing, Synaptic does not guarantee that unauthorized third parties cannot know the conditions, characteristics and circumstances under which the User accesses the Platform, so it will not be in any case responsible for damages and losses that could derive from said unauthorized access.

#### **ELEVENTH: Privacy policy and personal data treatment.**

11.1. Scope and application. This Privacy Policy applies to all Users of the Platform and to all information that Synaptic obtains from or about Users who enter the Platform.

11.2. Collection, use, privacy and information treatment. Synaptic Collects and uses the personal data that the User directly provides to the Platform to extract the Information from the various Entities that the User determines and send it to the Bank. For these purposes, the User expressly authorizes Synaptic to use and deliver their provided personal data, with the sole purpose of providing the services made available on the Platform and, therefore, to deliver them to the Bank. This authorization may be revoked, without retroactive effect, by email sent to [\*].

Likewise, the User expressly authorizes the Bank to use their personal data for the following purposes: *[migration of financial information, financial analysis and evaluation, portfolio acquisition, digital validation]*.

Synaptic will be obliged to reveal personal data and any other information and records of any User, when required by a competent authority and/or in compliance with any legal provision included in the current local legislation.

It is noted that the personal data provided by Users for the extraction of Information from various Entities are deleted by Synaptic, once sent to the Bank, so Synaptic does not store or process said personal data of Users.

11.3. Compliance with applicable regulations. Synaptic complies with Law No. 19,628 on Protection of Private Life and other relevant regulations, legal provisions and/or similar instruments in force in the place where services are provided.

11.4. Cookies, tags and other identifiers. The User accepts that Synaptic uses cookies to: (i) Measure the performance of Boufin technology; (ii) Measure the user experience; (iii) Develop and improve products; (iv) Use location data for statistical aggregation; and (v) Actively analyze the characteristics of the device used by the User for identification.

11.5. User rights. Synaptic guarantees that Users can at all times: (i) Know, update and rectify their personal data; (ii) Submit requests regarding the origin, recipient and use that has been given to their personal data; (iii) Submit requests regarding the purpose of storage and the individualization of the persons or organizations to which their personal data are regularly transmitted; (iv) Revoke the authorization; and (v) Request the deletion of personal data when the treatment does not respect the principles, rights and guarantees of this Privacy Policy, when its storage lacks legal basis or when they are outdated.

The request for deletion of personal information and revocation of authorization will not proceed when the holder has a legal or contractual duty to remain in the database or when Synaptic has the legal or contractual duty to continue with the treatment.

#### **TWELFTH:**

Intellectual and industrial property rights. The User acknowledges and accepts that all intellectual and industrial property rights, including copyrights, trademarks and other information provided by the Platform and/or any other elements inserted in the Platform are the property of Synaptic and are not transferred by the use of the Platform.

The User may not modify, alter, decompile, copy in whole or in part the source code, publish, transmit, participate in the transfer or sale, create derivative works or in any way exploit the content, in whole or in part, of the Platform.

The User acknowledges that any violation of these Terms and Conditions may give rise to a copyright, trademark or other intellectual property infringement that may subject the User to civil and/or criminal penalties.

#### **THIRTEENTH: Assignment.**

The User may not assign the rights and obligations arising from these Terms and Conditions without the prior written consent of Synaptic. For its part, Synaptic may assign, without the need for prior consent from the User, these Terms and Conditions, to any company and under any title.

#### **FOURTEENTH: Modifications.**

Synaptic reserves the right to immediately terminate, modify these Terms and Conditions or any of the services provided or, in general, to stop offering or deny access to the Platform or any part of it, at any time, for any reason, without expression of cause, unilaterally, and without this generating the right to any claim against such decisions by the User.

The modifications will be effective once they are published on the Platform. Access or use of the Platform by the User after such publication constitutes their express consent to be bound by the new and/or modified terms and conditions.

#### **FIFTEENTH: Indivisibility.**

If any provision of these Terms and Conditions is considered invalid by a court of competent jurisdiction, such invalidity will not affect the applicability of any other provision contained in these Terms and Conditions, and the remaining parts will continue in full force and effect.

#### **SIXTEENTH: Applicable Law and Jurisdiction.**

These Terms and Conditions, as well as the relationship between Synaptic and the User, will be governed and interpreted in accordance with the current legislation of the Republic of Chile, with both parties submitting to the jurisdiction of the Courts of Justice of Santiago, Chile.

## **Privacy Policy**

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