

TERMS AND CONDITIONS

OF THE WEBSITE

www.uvawinetours.com

CLAUSE (1). Definitions

AAIP: Agency for Access to Public Information created by National Law No. 27.275.

Access: one or more actions by the User necessary: in the case of the Site, to Access the Site; or, in the case of a Third Party Site, to open one or more HTTP or HTTPS connections, respectively, between the Internet address of such Third Party Site and the Internet address of a device used by the User to open each such connection, in accordance with the Hypertext Transfer Protocol (HTTP) or the Hypertext Transfer Protocol Secure (HTTPS).

Site Access: the opening by the Internet protocol called Hypertext Transfer Protocol (HTTP) or the Internet protocol called Hypertext Transfer Protocol Secure (HTTPS) of one or more HTTP or HTTPS connections, respectively, between the Internet address of the Site and the Internet address of a device used by the User to open each such connection.

Activity on the Site: the use by the User of one or more functionalities included and enabled on the Site.

Administrator: the following person: Silvina Gilberto, with ID 24649784 and CUIT 27246497848, with e-mail address at silvigilb@gmail.com.

Public Authority: any legislative, executive or judicial body of national, provincial or municipal nature.

Cookie: each digital file that meets the following requirements: (1) it is created by an Internet site accessed by the User for the first time; (2) it stores one or more data about the User (e.g., his/her access identification) and/or the User's activity on such Internet site (e.g., the selections made) for the purpose of: (1) providing information about the User's activity on such Internet site (e.g., the selections made) for the purpose of the selections made) for the purpose of facilitating the User's access to and activity on such Internet site for at least a second time; (3) is stored by the web browser that the User used to access such Internet site for the first time; and (4) can be read only or read and modified by such Internet site if the User re-accesses such Internet site using the same web browser for at least a second time.

Security Credential: one or more Personal Data and/or other data or other information provided by a human person, by himself or herself or by means of a computer program not expressly authorized in advance by the Administrator, to give such human person a unique and unambiguous identity as a User.

Personal Data: each piece of data owned by the User (including, without limitation, each piece of data about the device used by the User to Access the Site - model, operating system, connection, etc. - and the geographic location of the User during the Access to the Site - model, operating system, connection, etc. - and the

geographic location of the User during the Access to the Site. and the geographic location of the User during the Permanence on the Site) that meets the following requirements: (1) pursuant to Law 25326 the Administrator is not prohibited from collecting it from the User pursuant to section (b) of the Privacy and Personal Data Protection Clause; and (2) it is not public knowledge at the time the Administrator collects it from the User pursuant to section (b) of the Privacy and Personal Data Protection Clause.

Law 25326: National Law No. 25,326 and Decree No. 1,558/2001 of the National Executive Power.

Control Body: the AAIP or such other Public Authority as may be endowed with the competence set forth in art. 29 of Law 25326 in replacement of the AAIP.

Stay on the Site: one or more actions of the User, on the Site and in accordance with the T&Cs, necessary to prolong the Stay on the Site.

Stay on the Site: the time elapsing from, and including, the Access to the Site until, and including, the Exit from the Site.

Owner: the Administrator.

Exit from the Site: the closure according to the Hypertext Transfer Protocol (HTTP) or the Hypertext Transfer Protocol Secure (HTTPS) of the only or the last, as the case may be, HTTP or HTTPS connection, respectively, opened by the Site Access.

Site: each digital file empty or containing one or more texts (original or authorized reproductions), images, videos, sounds, graphics, icons, logos, isotypes, trademarks, drawings, emblems, color combinations, combination of letters and numbers, advertising phrases or other digital or digitized content (other than software instructions) and each software file (whether using one or more of the foregoing digital files or not) directly or indirectly associated by the Administrator with the Internet address to which the following domain name corresponds:

www.uvawinetours.com

Third Party Site: each Internet address other than the Site.

Unauthorized Software: one or more digital files, executable or not, or computer programs other than the Prohibited Software and developed to modify, alone or in conjunction with a third party, any of the foregoing.

Prohibited Software: one or more digital files, whether executable or not, or computer programs developed to interfere, alone or in conjunction with one or more other digital files or computer programs (whether malicious or not), actually or potentially, in whole or in part, temporarily or permanently, with immediate or deferred, continuous or intermittent effect, with the regular operation (including, without limitation, the confidentiality, integrity or availability) of the Site as provided by the Administrator.

Courts: the local courts having jurisdiction over the subject matter set out in the Competent Courts Clause.

T&C: these Terms and Conditions of the Site.

User: each human person who Accesses the Site, Remains on the Site and performs the Activity on the Site, either by himself or by means of a computer program not previously and expressly authorised by the Administrator, and each Necessary User; provided that the Activity on the Site performed with a Security Credential shall be deemed to have been performed by the human person who provided, either by himself or by means of a computer program not previously and expressly authorised by the Administrator, such Security Credential.

Necessary User: each human person who is the holder or delegatee of parental responsibility or necessary representative, as the case may be, of another human person who Accesses the Site, by himself/herself or by means of a computer program not previously and expressly authorised by the Administrator, and is under 18 (eighteen) years of age and is not emancipated by marriage or otherwise does not have the civil capacity to Access the Site, Remain on the Site and perform the Activity on the Site in compliance with the T&Cs.

CLAUSE (2). Purpose of the T&Cs

(a) The T&Cs:

(I) apply to and, therefore, detail the contractual relationship between the User and the Administrator in respect of Accessing the Site, Remaining on the Site, Activity on the Site and Exiting the Site; and

(II) do not apply to any Third Party Site either before Accessing the Site, during the Stay on the Site from Accessing the Third Party Site in question through the use by the User of one or more links to such Third Party Site included and enabled on the Site for Accessing such Third Party Site or after Exit from the Site.

(b) The use by the User of one or more links to a Third Party Site included and made available on the Site in order to Access such Third Party Site is governed in particular by the provisions of the Third Party Sites Clause.

CLAUSE (3). Consequences of Accessing the Site

(a) Each Access of the Site automatically represents:

(I) for the User:

(1) its unconditional and full acceptance of the T&Cs; and

(2) your representations under the User Representations Clause; and

(II) for the Administrator: your authorisation of Site Access, Site Stay, Site Activity and Site Exit solely on the basis of the provisions of sub-section (I).

(b) For the purposes of this Clause, the T&Cs are those published by the Administrator on the Site during the Permanence on the Site, unless otherwise expressly indicated by the Administrator on the Site and/or by e-mail sent to the User.

CLAUSE (4). Manifestations of the User

The User declares:

(a) alternatively:

(I) be 18 (eighteen) years of age or be emancipated by marriage and, in any case, have the civil capacity to Access the Site, Remain on the Site and carry out the Activity on the Site in compliance with the T&Cs; or

(II) not be 18 (eighteen) years of age and not be emancipated by marriage or otherwise not have civil capacity but nonetheless have the authorisation, assistance, advice and supervision of a Necessary User to Access the Site, Remain on the Site and engage in the Activity on the Site in accordance with the T&Cs; and

(b) be a Necessary User of another User who is under the age of 18 (eighteen) and is not emancipated by marriage or otherwise does not have civil capacity but nevertheless has the authorisation, assistance, advice and supervision of such other User to Access the Site, to Remain on the Site and to engage in the Activity on the Site in accordance with the T&Cs; and

(c) not be required by Administrator to Access the Site, Remain on the Site and engage in the Activity on the Site; and

(d) not be required to obtain authorisation or consent from a human or legal person or Public Authority to Access the Site, Remain on the Site and engage in the Activity on the Site (except for the authorisation of a Necessary User, if any, and the authorisation of the Administrator pursuant to paragraph (a) sub-section (II) of the Consequences of Accessing the Site Clause) or otherwise have such authorisation or consent; and (e) if You access the Site through a computer program not expressly authorised in advance by the Administrator:

(I) know that such software is not Prohibited Software; and

(II) know that such computer program is not Unauthorised Software; and

(III) not need to obtain authorisation or consent from a human or legal person or Public Authority to Access the Site, Remain on the Site and perform the Activity on the Site by means of such software (except for the authorisation of a Necessary User, if any, and the prior express authorisation of the Administrator on the Site and/or by e-mail sent to the User) or otherwise have such authorisation or consent.

CLAUSE (5). Rights of the User

In addition to his other rights established by the T&Cs and the applicable legislation, the User also has the right to:

(a) to be able to consult on the Site, at any time during his or her Stay on the Site, the version of the T&Cs in force at the time of such consultation; and

(b) to obtain from the technical support available on the Site advice on the solution of any technical problem encountered by the User in performing the Activity on the Site; and

(c) decide on the appropriateness and timeliness of the Exit from the Site in its sole discretion unless the Exit from the Site is brought forward by:

(I) the occurrence of a force majeure event; or

(II) the operation of Prohibited Software; or

(III) the decision of the Administrator due to:

(1) the User's breach of the T&Cs; or

(2) an act of Administrator pursuant to the Modifications and Other Situations Clause; or

(3) the Administrator's compliance with an order received from a Public Authority; and (4) the Administrator's failure to comply with an order received from a Public Authority.

(d) not being considered connected to the Site as of the Exit from the Site; provided, however, that the provisions of this paragraph shall not prevent the attribution to the User of the corresponding liability for the Activity on the Site which the User had scheduled to be performed during the Stay on the Site and is to be completed or is to be initiated and completed after the Exit from the Site; and (e) be promptly and clearly informed by the Administrator, on the Site and/or by e-mail sent to the User, of any breach of the T&Cs by the User that has been ascertained by the Administrator; provided that the User may remedy such breach only if the Administrator has decided in its sole discretion to deem such breach to be remediable by the User and has so informed the User; provided further that the Administrator's decision to deem such breach not remediable by the User shall be final for all legal purposes whatsoever.

CLAUSE (6). Obligations of the User

In addition to its other obligations established by the T&Cs and the applicable legislation, the User also undertakes to:

(a) during the Stay on the Site:

(I) before performing the Activity on the Site:

(1) understand the T&Cs; and

(2) determine independently of the Administrator, on its own initiative, at its sole expense and under its sole responsibility the legality of Staying on the Site and/or

performing the Activity on the Site in accordance with the legislation applicable to the User, the Site and/or the Activity on the Site in force at the time of Accessing the Site or performing such Activity on the Site at the place where the User has Accessed the Site; and

(3) to check independently of the Administrator, on its own initiative, at its sole cost and under its sole responsibility, the computer security of the connection it uses to Remain on the Site; and

(4) provide in a timely, complete, correct and truthful manner the Personal Data and/or other data or other information required of you on the Site and/or by e-mail sent to you by Administrator as a requirement to Remain on the Site and/or perform the Activity on the Site; and

(II) perform the Activity on the Site by following the relevant instructions, in a manner consistent with the functionality of such Activity on the Site and in accordance with the letter and spirit of the T&Cs and applicable law; and

(III) search for, read and understand the information available on the Site and follow the corresponding instructions on the solution of any problem that the User may have encountered in performing the Activity on the Site; and

(IV) promptly seek technical assistance available on the Site, promptly, completely, correctly and truthfully provide the relevant information and follow any instructions it receives regarding the resolution of any problems the User has encountered in performing the Activity on the Site; and

(V) keep confidential each Security Credential it generates; and

(VI) promptly inform the Administrator of one or more defects, errors and vulnerabilities in the Site that the User has inadvertently detected; and

(VII) refrain from:

(1) transmit to the Site:

(A) Prohibited Software; and

(B) Unauthorised Software; and

(C) digital content (including, without limitation, text, images, video, sounds, graphics, etc.) that is inconsistent with the Activity on the Site or the purposes of the Site or that violates the letter or spirit of the T&Cs or applicable law (including, without limitation, intellectual property law, trademark and designation law, and patent and utility model law); and

(2) attempt to access and access Personal Data and/or other data or other information of yourself or others without the prior express authorization of the Administrator on the Site and/or by e-mail sent to the User; and

(3) attempt to interfere and interfere with the confidentiality, integrity or availability of the Site; and

(4) attempt to detect and deliberately detect one or more defects, errors or vulnerabilities in the Site; and

(5) report at any time, by any means of communication and in any manner to any third party (other than a Public Authority in the exercise of its functions) one or more defects, errors or vulnerabilities in the Site that the User has inadvertently detected; and

(b) from the Exit of the Site:

(I) keep confidential each Security Credential generated while on the Site; and

(II) access the Site and generate a new and different Security Credential to replace each Security Credential that was last generated and that has ceased to be confidential for any reason; and

(III) promptly inform the Administrator, on the Site and/or by email sent to the Administrator, of each Security Credential that has ceased to be confidential for any reason whatsoever.

CLAUSE (7). Requirements for Activity on the Site

(a) The Administrator may at any time request the User, on the Site and/or by e-mail sent to the User, in advance and expressly:

(I) the express, unconditional and full acceptance of one or more terms and conditions:

(1) complementary to the T&Cs; and/or

(2) specific to all or part of the Activity on the Site; and/or

(II) the confirmation or reporting of one or more Personal Data and/or other data or other information of the User; and/or

(III) the payment of a certain sum of money in accordance with the payment procedure that the Administrator shall clearly inform the User in advance,

as a requirement to perform, in whole or in part, temporarily or permanently, the Activity on the Site.

(b) If Administrator makes a request under paragraph (a) then Administrator may at any time also make a request under paragraph (a) of the User Registration Account Clause.

CLAUSE (8). User Registration Account

(a) The Administrator may at any time request the User, on the Site and/or by e-mail sent to the User, in advance and expressly, to create one or more registration accounts, in the sole name of the User and with Security Credentials, as a requirement to:

(I) make available on the Site, temporarily or permanently, information provided by the Administrator and/or one or more third parties that will not be available to any other User who has not created a registration account in accordance with this section; and/or

(II) to perform, in whole or in part, temporarily or permanently, the Activity on the Site.

(b) Each registration account created by the User pursuant to paragraph (a):

(I) shall be non-transferable in ownership and use; and

(II) shall be free of charge to the User to maintain unless otherwise expressly stated by the Administrator on the Site and/or by e-mail sent to the User; and

(III) may at any time be:

(1) deleted by decision of the User without cause unless expressly stated otherwise by the Administrator on the Site and/or by e-mail sent to the User; or

(2) suspended for up to 90 (ninety) days or terminated by decision of the Administrator based on:

(A) a breach, in whole or in part, temporary or permanent, by the User of the T&Cs or the law applicable to the User, the Site and/or the Activity on the Site; or

(B) an order received from a Public Authority.

(c) If Administrator makes a decision pursuant to paragraph (b) sub-paragraph (III)(2) then Administrator will communicate such decision and its rationale by e-mail sent to User prior to, concurrently with, or subsequent to the suspension or deletion, as the case may be, of the registration account unless, in Administrator's sole discretion considering the circumstances, such communication would frustrate the effectiveness of the suspension or deletion, as the case may be, of such registration account.

CLAUSE (9). Rights of the Administrator

In addition to its other rights established by the T&Cs and applicable law, the Administrator also has the right to:

(a) to inform the Public Authority upon written request about the User, the Stay on the Site and/or the Activity on the Site; and

(b) prevent Access to the Site, the Permanence on the Site and/or the Activity on the Site to the person who has lost the status of User due to total or partial, repeated or continuous non-compliance with the T&Cs or the legislation applicable to the User, the Site and/or the Activity on the Site.

CLAUSE (10). Modifications and Other Situations

(a) Administrator:

(I) may at its sole discretion, at any time and without prior, simultaneous or subsequent notice or explanation to the User:

(1) modify, in whole or in part, temporarily or permanently:

(A) the Site; and/or

(B) the T&Cs; and

(2) to generally prevent, in whole or in part, temporarily or permanently, access to the Site; and

(3) to close, in whole or in part, temporarily or permanently, the Site; and

(II) without prejudice to the provisions of sub-section (I), may communicate to the User, on the Site and/or by e-mail sent to the User, at such time and for such period of time as the Administrator may determine in each case:

(1) a modification, total or partial, temporary or definitive:

(A) of the Site; and/or

(B) of the T&Cs; and

(2) an impediment, total or partial, temporary or permanent, to Access to the Site; and

(3) the closing, in whole or in part, temporarily or permanently, of the Site; and (4) the closing, in whole or in part, temporarily or permanently, of the Site; and

(III) shall not be obligated by the User to:

(1) modify, in whole or in part, temporarily or permanently, the Site to keep it up to date; or

(2) to keep available to the User one or more functionalities of the Site that the Administrator has disabled due to the modification of the Site for a period of time (determined or undetermined) after the implementation of a modification of the Site; or

(3) keep available for the User all or part of the Site that the Administrator has removed due to the modification of the Site for a period of time (determined or undetermined) after the implementation of a modification.

(b) The User:

(I) shall not be bound by the Administrator to accept, in whole or in part, any modification of the Site and/or the T&Cs made by the Administrator; and

(II) must expressly state, on the Site and/or by e-mail sent to the Administrator, at the time and for the time determined in each case by the Administrator, that he/she has read, understood and unconditionally and fully accepted the modification of the T&Cs as a prerequisite for Remaining on the Site and/or performing the Activity on the Site; and

(III) you must refrain from Accessing the Site if you do not intend to comply with sub-section (II); and

(IV) you must not Remain on the Site or engage in Activity on the Site if you have not complied with sub-section (II).

CLAUSE (11). Third Party Sites

(a) The Site may at any time, temporarily or permanently, include and enable one or more links to one or more Third Party Sites.

(b) No Third Party Site shall be deemed to be owned by the Administrator or licensed to the Administrator unless expressly stated otherwise by the Administrator on the Site and/or by email sent to the User.

(c) The inclusion, enabling, substitution, disabling, and removal of a link to a Third Party Site:

(I) shall be carried out by the Administrator for the purpose of enhancing the interaction between the User and the Site during the User's Stay on the Site unless expressly stated otherwise by the Administrator on the Site and/or by email sent to the User; and

(II) shall be governed by the provisions of the Clause on Modifications and Other Situations.

(d) The User shall not be obliged by the Administrator to:

(I) Access any Third Party Site; or

(II) use one or more links to a Third Party Site included and enabled on the Site to Access said Third Party Site, unless expressly stated otherwise by the Administrator on the Site and/or by email sent to the User.

(e) As a consequence of the provisions in subsection (d):

(I) the Administrator shall not be liable for:

(1) a Third Party Site:

(A) complying, in whole or in part, temporarily or permanently, with the applicable legislation to the User and/or to said Third Party Site in force at the time of Accessing said Third Party Site in the location where the User accessed said Third Party Site; or

(B) being operational, in whole or in part, temporarily or permanently, at the time the User attempts to Access said Third Party Site; or

(C) establishing, to Access said Third Party Site, user requirements that are not more demanding (quantitatively and/or qualitatively) than the requirements set forth in the Terms and Conditions for Accessing the Site at the time the User attempts to Access said Third Party Site; or

(D) functioning, in whole or in part, temporarily or permanently, in accordance with the terms and conditions of said Third Party Site or, failing that, as stipulated by the owner and/or administrator of said Third Party Site; or

(E) offering digital content (including, without limitation, texts, images, videos, sounds, graphics, etc.) that is complete, accurate, current, and consistent with the functionality or objectives of said Third Party Site or that respects the letter and spirit of the terms and conditions of said Third Party Site and the applicable legislation; or

(F) enabling an interaction between the User and said Third Party Site that is not less satisfying (quantitatively and/or qualitatively) than the interaction between the User and the Site during the User's Stay on the Site; or

(2) the User:

(A) meeting all the requirements that a Third Party Site may establish to Access it; or

(B) not suffering, directly or indirectly, currently or potentially, temporarily or

permanently, with immediate or deferred effect, damage and/or loss (material and/or moral) as a result of Accessing a Third Party Site; and

(II) the User shall be responsible for independently determining, on their own initiative, at their own cost and under their own responsibility:

(1) the legality of Accessing a Third Party Site according to the applicable legislation for the User and/or said Third Party Site in force at the time of Accessing said Third Party Site in the place where the User intends to Access said Third Party Site; and

(2) the necessity or convenience for the User and the risks for them and/or third parties of Accessing a Third Party Site according to the User's circumstances at the time of Accessing said Third Party Site in the place where the User intends to Access said Third Party Site; and

(3) the acceptance or rejection of the terms and conditions of a Third Party Site.

CLAUSE (12). Intellectual Property

(a) The Site:

(I) is wholly owned by the Administrator or licensed to the Administrator unless expressly stated otherwise by the Administrator on the Site and/or by email sent to the User; and

(II) is protected by legislation on intellectual property, trademarks, designations, and patent rights for inventions and utility models to the extent applicable.

(b) The User:

(I) shall refrain from:

(1) storing in any device, in any way and for any reason, whether for profit or not, all or part of the Site without prior express authorization from the Administrator on the Site and/or by email sent to the User; and

2) modifying, copying, duplicating, reproducing, transmitting, circulating, or distributing to any third party, in any way and for any reason, whether for profit or not, all or part of the Site without prior express authorization from the Administrator on the Site and/or by email sent to the User; and

(3) claiming ownership and appropriating, in any way and for any reason, whether for profit or not, all or part of the Site; and

(4) attributing ownership, in any way and for any reason, whether for profit or not, of all or part of the Site to any person other than the Administrator; and

(5) claiming a license or permission to use and disposing as a licensee or permit holder, in whole or in part, in any way and for any reason, whether for profit or not, of all or part of the Site; and

(II) the User shall grant the Administrator automatically upon transmitting it to the Site an irrevocable, perpetual, non-exclusive, transferable license or permission for use, with no right to compensation regarding any content owned by the User that they should not refrain from transmitting to the Site according to the User Obligations Clause and that the User transmits to the Site during their Stay on the Site; it being stipulated that the Administrator shall not be obligated to give prior notice to the User regarding the opportunity and purpose of the use of such content by the

Administrator; provided, however, that the Administrator will not use such content for illegal purposes.

CLAUSE (13). Exclusion of Liability

(a) The User acknowledges and agrees that Accessing the Site, Staying on the Site, and Engaging in Activities on the Site:

(I) is not a duty or obligation of the User created or imposed, respectively, by the Administrator; and

(II) is done:

(1) on their own initiative; and

(2) at their own cost; and

(3) with an understanding of the Terms and Conditions; and

(4) under their own responsibility.

(b) As a consequence of the provisions in subsection (a), the Administrator shall not be liable for any damage and/or loss, material and/or moral, caused, directly or indirectly, currently or potentially, to the User as a result of:

(I) the temporary or permanent inability to Access the Site, Stay on the Site, Engage in Activities on the Site, or Exit from the Site, in whole or in part, due to a technical or legal cause not attributable to the Administrator; or

(II) Accessing the Site, Staying on the Site, Engaging in Activities on the Site, or Exiting from the Site, whether in compliance with or in violation of the Terms and Conditions; or

(III) in relation to a Third Party Site:

(1) Accessing said Third Party Site as per subsection (d) of the Third Party Sites Clause unless Accessing said Third Party Site occurred by express indication from the Administrator on the Site and/or by email sent to the User; it being stipulated, however, that the Administrator shall not be liable if such indication was a result of compliance with a provision of applicable law or an order received from a Public Authority; or

(2) the content of said Third Party Site; or

(3) the activity performed on said Third Party Site; or

(4) the storage on the device used by the User to Access said Third Party Site and the User's use of one or more Cookies from said Third Party Site; and

(5) the transmission to the device used by the User to Access said Third Party Site and the temporary or permanent storage and execution on that device, with immediate or deferred effect, of malicious software as a result of Accessing said Third Party Site; or

(IV) the total or partial loss, temporary or permanent, of the confidentiality of a Security Credential due to a cause not attributable to the Administrator; or

(V) the transmission to the device used by the User to Access the Site and the temporary or permanent storage and execution on that device, with immediate or deferred effect, due to a cause not attributable to the Administrator, of malicious software as a consequence of Accessing the Site, Staying on the Site, Engaging in Activities on the Site, or Exiting from the Site; or

(VI) the User's non-compliance, temporarily or permanently, for any reason, with the Terms and Conditions or any duty or obligation created or imposed by the Administrator on the User regarding the User's non-compliance with the Terms and Conditions.

(c) Nothing on the Site shall be interpreted by the User as professional advice of any kind (including, without limitation, legal, accounting, tax, or financial advice), and

consequently, the User must obtain, independently of the Administrator, on their own initiative, at their own cost, and under their own responsibility, professional advice of the type that the User considers necessary or convenient according to their circumstances unless expressly stated otherwise by the Administrator on the Site and/or by email sent to the User.

CLAUSE (14). Privacy and Protection of Personal Data

(a) The Site has been developed with respect for the User's privacy on the Internet and considering the Administrator's duty to protect, in accordance with Law 25326, any Personal Data that the User transmits to the Site in relation to Accessing the Site, Staying on the Site, Engaging in Activities on the Site, and Exiting the Site.

(b) Each Access to the Site automatically represents the User's unconditional consent for the Administrator to collect, on the Site and/or via email received from the User, one or more Personal Data for the following purposes unless expressly stated otherwise by the Administrator on the Site and/or by email sent to the User:

(I) to improve interaction between the User and the Site during their Stay on the Site; and

(II) to prepare anonymous statistics (i.e., not capable of identifying the User) of the Site; and

(III) to comply with an order from a Public Authority received by the Administrator.

(c) The Administrator shall obtain from the User, on the Site and/or via email received from the User, the User's unconditional consent to store one or more Cookies from the Site on the device used by the User to Access the Site and to use such Cookies from the Site before storing them on that device.

(d) The User:

(I) may at any time during their Stay on the Site communicate to the Administrator on the Site their unconditional refusal to:

(1) provide one or more Personal Data to the Administrator as per subsection (b); and/or

(2) allow the storage and use of one or more Cookies from the Site as per subsection (c); and

(II) acknowledges and agrees that interaction between the User and the Site during their Stay on the Site may be less satisfactory (quantitatively and/or qualitatively) than it would otherwise be if:

(1) they communicate a refusal as per sub-subsection (I); or

(2) they provide incomplete, inaccurate, or false Personal Data for the purposes of subsection (b).

(e) The Administrator will store the Personal Data in a database whose management will be the exclusive responsibility of the Administrator at the address specified in the Special Address Clause.

(f) The Personal Data that the Administrator collects according to subsection (b) may be stored, processed, and transferred exclusively by:

(I) the Administrator; and

(II) each individual or legal entity with whom the Administrator enters into a transfer or assignment contract of one or more Personal Data; and

(III) each Public Authority that requires the Administrator to transfer or assign one or

more Personal Data by court order and when there are legitimate reasons related to public safety, national defense, or public health.

(g) According to Law 25326, the User may request from the Administrator regarding one or more Personal Data:

(I) free access to said Personal Data every 6 or more consecutive months from the date of the last access requested by the User unless the User demonstrates having a legitimate interest in accessing said Personal Data before the expiration of 6 consecutive months from the date of the last access requested by the User; and/or
(II) updating said Personal Data if they have become outdated due to changes in the User's circumstances; and/or

(III) rectification of said Personal Data if they are inaccurate or incomplete; and/or

(IV) blocking of said Personal Data; or

(V) deletion of said Personal Data.

(h) Each request from the User according to subsection (g) must be made by:

(I) a formal letter if the User requests access to one or more Personal Data; or

(II) a simple letter, accompanied by a simple photocopy of their valid National Identity Document or Passport, if the User requests the updating, rectification, blocking, or deletion of one or more Personal Data.

(i) The User must deliver or cause the corresponding communication referred to in subsection (h) to be delivered only at the Administrator's address specified in the Special Address Clause.

(j) The email address of the Administrator indicated in the Definitions Clause is not an electronic domicile, and consequently, any email containing or attaching a notice, communication, or summons sent to that email address shall not be considered sent to or received by the Administrator for any purpose of notice or communication relating to the summons in question.

(k) The Administrator:

(I) shall not be obliged to respond favorably to:

(1) a request for access, rectification, and/or deletion of one or more Personal Data received from the User according to subsection (g) if compliance with the request would affect the protection of the defense of the Nation, public order, and security, or the rights and interests of third parties; or (2) a request for access to one or more Personal Data received from the User according to subsection (g) sub-subsection (I) if such request is not dated at least 6 (six) months after the date of the last request for access to Personal Data that the Administrator received from the User according to subsection (g) sub-subsection (I), unless the User reasonably demonstrates to the Administrator (at the sole discretion of the Administrator) that they have a legitimate interest in accessing the Personal Data in question before the expiration of 6 (six) months from the date of that last access request; or

(3) a request for deletion of one or more Personal Data received from the User according to subsection (g) sub-subsection (V) if the requested deletion could harm the rights or legitimate interests of third parties or prevent the Administrator from fulfilling a legal obligation to retain the Personal Data in question; and

(II) will inform the grounds for each refusal according to sub-subsection (I) through written communication directed to the address that the User provided in the rejected request in question.

(l) The AAIP, in its capacity as the Oversight Body of Law 25326, has the authority to address complaints and claims submitted by those affected in their rights due to noncompliance with the regulations in force regarding the protection of Personal Data.

CLAUSE (15). Communications

(a) The User may communicate with the Administrator:

(I) on the Site; or

(II) only during the time that technical reasons prevent them from transmitting the communication to the Administrator on the Site, and without prejudice to the provisions of subsection (j) of the Privacy and Protection of Personal Data Clause, by email sent to the email address of the Administrator indicated in the Definitions Clause; or

(III) only for the purpose set forth in subsection (g) of the Privacy and Protection of Personal Data Clause, in the manner indicated in subsection (h) of the Privacy and Protection of Personal Data Clause.

(b) The Administrator may communicate with the User:

(I) on the Site; and/or

(II) by email sent to the email address that the User has provided to the Administrator on the Site; and

(IV) only in response to a request from the User made in accordance with subsection (g) of the Privacy and Protection of Personal Data Clause, by written communication directed to the address that the User has specified in the request in question.

(c) Communications between the User and the Administrator will not be confidential with respect to the Administrator and the User, and will be confidential with respect to any other individual or legal entity, except for a Public Authority in the exercise of its functions.

CLAUSE (16). Assignment

The User shall not be obliged to assign nor shall they assign to any third party:

(a) their contractual position in the Terms and Conditions; or

(b) any of the obligations assigned to them by the Terms and Conditions or rights they may have against the Administrator due to the Terms and Conditions or the applicable legislation for the Site.

CLAUSE (17). Validity

The invalidity of one or more Clauses (but not of the Terms and Conditions as a whole) that arises after their publication on the Site due to a cause not attributable to the Administrator or the User or both will not affect the validity of the remaining Clauses.

CLAUSE (18). Special Address

The Administrator establishes the address exclusively for the purposes of the Terms and Conditions at the following address: Guardia Vieja 1815, Luján de Cuyo, Municipio. de Luján de Cuyo, Province of Mendoza.

CLAUSE (19). Applicable Law

The Terms and Conditions are exclusively governed by the laws of the Argentine Republic.

CLAUSE (20). Competent Judicial Courts

Any matter (litigious or not) related to the Terms and Conditions shall be resolved exclusively by the competent judicial courts based on the subject matter with territorial jurisdiction at the Administrator's address indicated in the Special Address Clause.
