

# TERMS AND CONDITIONS FOR THE PROVISION OF LEGAL SERVICES AND REPRESENTATION

[WWW.PHYLOSCALE.COM](http://WWW.PHYLOSCALE.COM)

**Effective:** September 26, 2019

Thank you for considering us as your solution for your legal needs. It is very important that you take a few minutes to read these terms and conditions, as they set forth the various rules that will apply between Phylo S.A.S. (hereinafter, "Phylo", "We", "Us" or the "Company") and you (hereinafter, "You" or the "User"), regarding the conditions for the provision of legal services by Us, the use of the [www.phyloscale.com](http://www.phyloscale.com) Web Site, and other related rights and obligations. Please note that by agreeing to these terms and conditions, You will be entering into a legally binding contract between You and Us.

Please read these terms and conditions of use (the "Agreement") carefully and thoroughly. If You have any questions regarding any part of this Agreement, You are welcome to contact Us at [jriachi@phyloscale.com](mailto:jriachi@phyloscale.com). Likewise, we ask you not to accept this Agreement, a proposal of services or fill in any of the fields in which we ask you for personal data, in case you do not understand any of the stipulations contained herein.

Phylo is dedicated to providing legal services by managing a broad network of legal and interdisciplinary talent and technology. Through our way of delivering legal services, we want to provide you with a personalized, clear, agile, and cost-effective experience, so that you can have peace of mind for the development of your business or to properly manage a particular situation. Our goal is to be a strategic ally in your business and legal matters.

## **1. ABOUT PHYLO LEGAL**

Phylo S.A.S. is a company incorporated under the laws of Colombia, with tax identification number 9010627651, domiciled in Bogotá D.C., at Calle 69ª # 9 - 66, with telephone number

+57 317 4425869 and e-mail contact [administrativo@phyloscale.com](mailto:administrativo@phyloscale.com).

## **2. DEFINITIONS**

In addition to the words defined in these terms and conditions, all the following words shall have the meanings ascribed to them below:

**2.1. Platform or Website:** is the website, application, or computer development, regardless of its name owned by Phylo, through which information about the Services will be provided to you or the Services will be provided to you. The name of the Website, its format, and its operation may vary at Phylo's discretion.

**2.2. Users or User:** Are you and the visitors to the Website or potential users of Phylo, even if they have not registered and who wish to use the Website to search, contact, and request Phylo's services, or who have expressed their intention or interest in contracting Phylo's services.

**2.3. Services:** these are the products or services offered by Phylo related to the legal advice provided to the User, as well as those other related or complementary services. For these purposes, Phylo may subcontract or hire third parties for the provision of the services, under any type of legal modality.

**2.4. Promotions:** are incentives, including coupons, discounts, and discounts and offers, which are published on the Platform, or are reported through any communication channels of Phylo, to increase the purchase or sale of services.

### **3. DESCRIPTION OF THE PLATFORM'S PRODUCTS AND/OR SERVICES**

Below is a description of the services provided by Phylo, the aspects associated with the service, and its coverage.

**3.1. Information services and/or content:** are those provided by the Platform to people with access to this, relating to information and content. By way of example, and without being limited to them, reference is made to the following:

3.1.1. Press articles, with news of common or general interest of any kind.

3.1.2. Virtual forums, with topics of common interest, where users can participate by asking the questions they consider, and in accordance with the rules established for such purposes.

3.1.3. Articles created by Phylo's editorial team or third parties on events and trends in the legal and legal tech industry and services, among other topics.

3.1.4. Presentation of photographs and graphic designs.

3.1.5. Presentation of music and/or videos of different contents, for entertainment and/or educational purposes.

3.1.6. The information and materials contained on the Platform do not constitute legal advice and the User should not act on the basis of such information and materials or consider them to be a substitute for legal advice in any particular case. Phylo is not responsible to the User for the content of websites that have links or links to this site or the content of websites to which links or links contained on this site lead.

**3.2. Payment collection services or payment gateway:** are those consisting of the receipt of payments made by the User, through the online platforms of specialized providers contracted by Phylo, integrated to the Platform or not, which enable the use of payment methods, such as credit cards, bank debit (PSE), Baloto and Efecty, among others. These collection services incorporate the function of traceability, monitoring, and validation of transactions, through anti-fraud modules enabled in the integrated platforms, whose purpose is to minimize risks and losses due to electronic fraud.

**3.3. Legal services:** those provided by Phylo in relation to legal advice, directly or through third parties, according to the requests and needs of the User. These services may include but are not limited to, representation in judicial, arbitration, insolvency, and dispute resolution proceedings, representation before administrative authorities, and consulting in various fields of law and in different industries. The conditions of the services are detailed in section 4 of these terms and conditions.

**3.4. Customer services:** those consisting of the reception, management, and resolution of requests, complaints, and claims made by Users, and which are related to the purchase of

products and services offered by Phylo. Such customer services are provided directly by Phylo, through different communication channels of the platform such as email, online chat, social networks, and telephone lines, among others.

### **3.5. Coverage Areas**

The area of coverage of the aforementioned services is the territory corresponding to the Republic of Colombia. However, such coverage may vary, in exceptional cases and at Phylo's discretion.

## **4. GENERAL TERMS AND CONDITIONS FOR CONTRACTING LEGAL SERVICES**

**4.1. Purpose:** exclusively in relation to legal services, with the acceptance of these terms and conditions, in any of its modalities, Phylo is obliged to provide the User with the legal services requested or contracted, under any package, rate plan, or as provided in the respective service offer. Phylo may provide legal services for a fee or free of charge for certain special services, for which there must always be express and written proof from Phylo stating that some service or services are free of charge. The services offered by Phylo may cover a wide range of activities related to the practice of law, including, but not limited to, the following:

4.1.1. consulting: these are those matters requiring legal expertise that Phylo provides to the User, as advice, without Phylo in any case acting as legal representative or attorney-in-fact of the User. Consulting services include but are not limited to, the drafting of contracts and legal documents, assistance in the preparation of corporate structures, advice on regulatory issues, tax planning, and analysis of specific legal situations that do not involve the representation of the User.

4.1.2. Representation: this refers to those situations in which Phylo acts as representative or proxy of the User, either before judges, arbitration tribunals, conciliators, amiable compositeurs, or any other public or private entity.

**4.2. Best efforts:** it is very important that the User understands that the law prevents us from guaranteeing the results of the actions we take when providing legal services. However, We use

Our best and most reasonable efforts to provide quality advice. This implies that in no case we guarantee the success of our efforts, and the same is conditioned to a series of factors that may exceed our scope of control.

**4.3. Reservation of case:** Phylo reserves the right to accept or refuse to provide a legal service requested by the User, at its sole discretion, provided that Phylo has not expressly or tacitly agreed to provide such service. Therefore, any initial approach to a User's legal situation, whether in person or remotely, does not imply that Phylo has agreed to advance the provision of services. Only when an offer of services has been sent and has been accepted and paid for by the User, shall it be understood that Phylo is obliged to provide the services in question.

**4.4. Preliminary consultations:** in order to adequately define the User's needs, and to establish an appropriate scope and cost, Phylo may carry out, at the User's request or on its own initiative, preliminary consultations or inquiries, including those arising from questions made in person, by telephone or virtually, or even through forms created by Phylo. In these cases, any request for information shall be of a preliminary nature, and Phylo reserves the right to present conclusions or advice to the User until the User has delivered, or Phylo has received, all relevant information in order to adequately provide the service. Any initial diagnosis of the User's general or particular situation is made solely to better understand the User's needs, and therefore, no statement in these cases can be understood as legal advice or a substitute for legal advice, as it is important that We have all the elements of judgment and analysis to produce an informed, reasonable and as accurate opinion as possible.

**4.5. Mutual collaboration:** it is very important for Us to count on your collaboration and willingness to offer you quality legal advice. We hope to become your allies for your business, but for that, we require that you provide us with all the information we request, in reasonable times, according to each specific situation, and that you collaborate with us to the extent that this is reasonable. Since we are not a platform for self-management of legal matters, and since it is a personalized service, your participation in any service is essential. The lack of collaboration on your part may affect to different degrees the management to be performed, regardless of its nature.

**4.6. Specific conditions of certain packages, plans, or services:** Phylo may create and make available to Users different packages or tariff plans, whose content, scope, and special conditions will be informed to Users through the Platform, in writing, through special terms or conditions, or any other means that Phylo deems appropriate. Likewise, for certain services, additional conditions for the provision of the service may be agreed upon, which will be communicated to the User prior to contracting the services, through any means that Phylo deems appropriate, including service offers sent to Users. In case of contradiction between these terms and conditions, and the provisions of the conditions of packages, rate plans or service proposals, the provisions of the latter shall prevail.

**4.7. Per diems, costs, and expenses:** the User is responsible for paying Phylo all concepts corresponding to per diems, travel expenses, formalities, fees, rates, or any other expense or cost that is reasonably required for the provision of the services contracted by the User.

**4.8. Revocability of the representation:** in cases where Phylo represents the User, the User may, for any reason and at any time, communicate to Phylo its intention to terminate the representation. However, in such cases, the User shall not be entitled to reimbursement of services that have been paid for or incurred at the date of the User's declaration of revocation, except in cases where reimbursement is legally appropriate. For its part, Phylo reserves the right to withdraw the representation of the User, when there are reasons that lead it to reasonably consider that the client has lied, has concealed relevant information, has repeatedly failed to comply with its duty of cooperation, has acted unfairly or has failed to comply with any other obligation provided for in these terms and conditions, or any other agreement entered into with the User, including commercial offers. The foregoing, without prejudice to the sums owed by the User and Phylo to each other for any contractual or legal cause, which in any case may be compensated (crossed), in accordance with the provisions of the law.

**4.9. Delivery times:** at Phylo we do our best to comply with the delivery times communicated to the User, which are usually from 3 to 5 working days, counted from the day following the day on which the User delivers all the information considered relevant to provide the service. However, it is important that the User understands that the main purpose of the legal services is the provision of quality legal advice that protects him/her legally, so that, depending on the complexity of the matter, these times may be extended, which will be informed in a timely

manner by Phylo in favor of the User. The times established in this section are applicable exclusively for those services that by their nature constitute concrete deliverables and that do not require the intervention, contribution, or decision of any third party external to Phylo and the User. This implies that Phylo does not guarantee any delivery time in relation to those services that require the intervention of public authorities, such as Superintendencies, Chambers of Commerce, Judges, Tribunals, Courts, and any other third party, including counterparties in the processes of negotiation or creation of contracts or documents.

**4.10. Special conditions regarding consultancy deliverables:** it is possible that due to the nature of the service, it may be necessary for the User, or a third party designated by the User, to carry out revisions and, if necessary, make comments, suggestions, or express doubts. Phylo shall be obliged to provide a response to such observations, comments, suggestions, or doubts, as long as they are related to the contracted matter and object of the services, and do not substantially modify the scope defined for the consultancy. The concealment of relevant information may imply that Phylo refuses to provide a response to such comments, suggestions, or doubts, without this implying a breach of its obligations. Now, in Phylo we constantly monitor the deliverables we make, so that, after a reasonable period of time (usually one week, although it can be more), a follow-up will be made to ask the User if he/she has any doubts, comments, questions, observations or suggestions about the deliverable. In the event that the User does not express his/her opinion within 10 working days from the date on which Phylo makes the corresponding follow-up, it will be understood that the User has accepted the deliverable, and therefore, it will be Phylo's responsibility to respond to any doubt, comment, question, request or observation that the User may make after said period in relation to the corresponding deliverable.

**4.11. Calls:** all teleconferences and telephone calls will be previously agreed with Phylo at times to be agreed with the User. Phylo may record calls or video calls that are held with the User solely and exclusively for the proper performance of the Services and the purposes set forth in the personal data processing policy.

**4.12. Remote Services:** Phylo always provides services remotely, through the use of technological tools, so physical meetings are not contemplated within the scope of services. Exceptionally, and according to the particularities and nature of the service, travel and physical

meetings may be arranged by Phylo and its staff. In any case, the costs and expenses derived from any physical meeting with the User are not foreseen within the scope of the services and therefore must be borne by the User, in accordance with the procedure communicated by Phylo.

**4.13. Reports on the service:** the User has the right, at all times, to know about the status of the service, and may therefore submit respectful queries to Phylo in relation to the service through the channels established by Phylo for this purpose. Phylo will respond in a commercially reasonable term to the questions raised by the User, taking into account the nature and complexity of the same. In any case, Phylo will inform the User of any new or updated information that may be relevant to the service.

**4.14. Services required by minors:** Phylo is committed to facilitating access to legal services to the community in general, regardless of their conditions or characteristics, which includes that minors may approach the actors of the legal industry to ask questions or request for legal services. Without prejudice to the particularities of the case, Phylo reserves the right to provide any service on behalf of a minor and to require the respective authorizations from their legal representatives for the hiring of Phylo's services.

**4.15. Professional secrecy:** all relationships that the User enters into with Phylo on the occasion of the provision of legal services are protected by the client-attorney professional secrecy, and therefore, Phylo, except for legal exceptions, is obliged to safeguard the User's information with the respective confidentiality.

**4.16. Subsequent issues:** in case of problems with the deliverables or associated deliverables, the User may contact us to discuss the specific situation and define an appropriate course of action. Phylo supports the quality of the services, so any error or defective provision of the services will be attended to free of charge by Phylo, always trying to solve or mitigate the consequences derived from the defective provision of the service, without prejudice to the obligation of best efforts established in section 4.2 of these terms and conditions.

## **5. PROCESS OF LINKING USERS**



To use the services of the Platform, request legal services, or enjoy them Users must complete the registration process, and must comply with the following rules:

### **5.1. General terms and conditions for the linking of Users.**

5.1.1. It is the obligation of the user to complete the registration form in all fields, with valid data. In any case, some services offered by Phylo may be accessed without registration.

5.1.2. All Users must complete the relevant form(s) with the required information in an exact, precise, and true manner, and assume the commitment to update their personal data whenever necessary. For such purposes, and prior to the collection of the respective personal data, Users must read and know the Policy, which is available at [www.phyloscale.com](http://www.phyloscale.com).

5.1.3. The Users will guarantee and will be responsible, in any case, for the truthfulness, accuracy, validity, and authenticity of the information they provide. In any case, Phylo may require at any time, the information it deems necessary to verify the accuracy, veracity, validity, and authenticity of the information provided.

5.1.4. Users shall be liable for any damage, harm, or inconvenience caused by the provision of false, erroneous, or inaccurate information.

5.1.5. If the personal information of the Users presents any change that could affect any of the services offered by Phylo, the Users must update it through the means provided for this purpose.

5.1.6. Users agree that the accounts or profiles created may be disabled or limited if Phylo determines that incorrect, false, or inaccurate information has been provided through the Platform.

5.1.7. All matters relating to compliance with the regulation on the processing of personal data shall be governed by Phylo's personal data processing policy.

## **5.2. Grounds for rejection, suspension, and/or disqualification of accounts or termination of services**

Phylo may reject, cancel, suspend, or disable any registration -whether it is in the process of acceptance or has already been accepted-, or terminate the provision of legal services when the following events occur:

5.2.1. the information provided by the User is found to be false, incorrect, or wrong.

5.2.2. When a User fails to comply with any of its obligations under these terms and conditions or any other Agreement with Phylo.

5.2.3. When an illegal operation is carried out or when it threatens the safety of property or persons.

5.2.4. At the request of the User, provided that the User has no outstanding obligations or commitments to fulfill.

5.2.5. When the User uses inappropriate language in the development of its operations and interactions. Inappropriate language shall be understood as that which is disrespectful, affects the honor and good name of persons, or is sexual, foul, or vulgar.

5.2.6. When the User fails to comply with any of the obligations established in these terms and conditions or its complementary documents.

5.2.7. In the above cases, Phylo will not be responsible for any damages that may be caused by the suspension, cancellation, or disabling of an account or the termination of services.

### **5.3. Requirements to become a User**

To become a User, the following requirements must be met:

5.3.1. Be over eighteen 18 years of age, in case of being a natural person or have the corresponding authorizations of the legal representatives of minors, attending to the specific nature of the requirement.

5.3.2. Submit an updated copy of the Certificate of Existence and Legal Representation of the Chamber of Commerce or equivalent document, if applicable.

5.3.3. Submit an updated copy of the Single Tax Registry, if applicable.

## **6. OBLIGATIONS OF THE USERS**

Users are obliged to comply with all obligations expressed in these terms and conditions, as well as those determined in other documents, including, but not limited to, other contracts entered into with Phylo, purchase orders, and the personal data processing policy. In addition to these obligations, Users shall have the following obligations:

### **6.1. Obligations of the Users in general**

6.1.1. Address Phylo's personnel and its commercial partners with respect.

6.1.2. To provide truthful, accurate, current, and authentic information regarding the case submitted for Phylo's consideration, and regarding their identity.

6.1.3. To update the information provided with respect to its identity.

6.1.4. To read and fully understand the present terms and conditions, including their updates and modifications.

6.1.5. Refrain from uploading or distributing any files containing viruses, corrupted files, or any other similar software or programs that may damage or impair the operation of the Platform.

6.1.6. Refrain from accessing or using the information of any other customers or third parties through the Platform, without being duly authorized for that purpose.

6.1.7. Refrain from using Phylo's services to publish, promote, or transmit illegal, abusive, defamatory, threatening, harmful, or discriminatory material or content.

6.1.8. Refrain from transmitting, posting, or promoting material or content that encourages any conduct that may constitute a criminal offense or that may give rise to any liability of Phylo under applicable law.

6.1.9. In the case of wanting to claim the warranty of a product or service, comply with the conditions defined by law or those determined by Phylo.

6.1.10. To read and fully understand the complete description of the services offered by Phylo.

6.1.11. Request information from Phylo on the scope and risks inherent in the service provided.

## **7. FEES**

The rates for the services offered by Phylo will be determined in tariff plans or fees that will be offered to the Users and will be published on the site, may also be informed through Phylo's sales consultants or may be set out in the service proposals submitted

by Us. Such fees may be updated regularly, depending on market conditions and at Phylo's discretion, and Users will be informed in advance of any changes.

## **8. BILLING, COLLECTION, TAXES AND PAYMENT**

**8.1. Invoicing.** Invoices for services provided by Phylo will be issued monthly, or at the Company's discretion depending on the type of service provided.

**8.2. Collection.** Invoices will be sent by email to Users and will be charged on a case-by-case and/or membership basis.

**8.3. Taxes.** The User will be responsible for the charges for value-added tax or sales tax (IVA) generated by the services, regardless of the membership or service chosen. Likewise, the User will be responsible for the withholding taxes that by law should be applied to Phylo for the provision of the services.

## **9. REQUESTS, COMPLAINTS, CLAIMS AND SUGGESTIONS (PQRS)**

Requests, complaints, claims, and suggestions regarding the services of the Application shall be governed by the following provisions:

**9.1. Support Services.** The User may make claims for technical failures in the provision of the service or for any other reason. The technical assistance will be provided by means of the electronic mail [jriachi@phyloscale.com](mailto:jriachi@phyloscale.com).

**9.2. Attention to Complaints.** The User or a third party on his behalf, after identification, once the User may submit their complaints directly and free of charge to the email [jriachi@phyloscale.com](mailto:jriachi@phyloscale.com). The complaint may be submitted in written or verbal form. Phylo will issue the response to the claim within fifteen (15) business days from the date of receipt of the claim.

## **10. PHYLO'S LIABILITY**

**10.1.** Phylo Legal neither acknowledges nor accepts any liability for any damage and/or loss to a User and/or a third party caused directly and/or indirectly by reason of failure of Phylo's central computer system or any of its components; delays, losses, errors or omissions arising from the failure of any telecommunications system or any other data transmission system and/or suspensions of the supply of the Services originating from technical or operational failures beyond our control, or those beyond our control such as power outages, computer attacks, hardware or software failures, or in general from events of extraneous cause.

**10.2.** If the User's participation in the Services is interrupted by a failure in the User's telecommunications system or computer system that prevents the User from continuing to use the Services, Phylo will take reasonable measures to ensure continuity in the provision of the Service, if possible.

**10.3.** Phylo shall not be liable for any damage that may be caused to the User by reason of non-compliance with any obligations or conditions set forth in these terms and conditions, the personal data processing policy, or any documents complementary to the Services, such as service proposals, offers, or particular conditions for a specific Service.

**10.4.** Phylo shall not be liable for any damages or consequences that may arise from the provision of incomplete, false, inaccurate, erroneous, impertinent, unverifiable or outdated information by the User. Without prejudice to the conditions established in the personal data treatment policy, it is the User's obligation to keep his/her personal information updated and to inform Phylo about the occurrence of any facts or circumstances related to the Service he/she has contracted.

## **11. ACCEPTANCE OF TERMS AND CONDITIONS**

**11.1.** By registering or using Phylo's services, through the Platform or by any other means, the User declares to know, accept, and be subject to these terms and conditions and comply with

the legal requirements that enable them to access the contracting of services within the framework of current regulations.

**11.2.** The use of the functionalities included in the platform by the User, implies acceptance of these terms and conditions. If any user disagrees with any of the elements contained in the terms and conditions, you must stop using the Platform or cancel the service.

**11.3.** These terms and conditions constitute a legally binding agreement between the User and Phylo.

**11.4.** Phylo may make updates and changes to these terms and conditions, both in their appearance and in their characteristics, and may be changed or modified to the extent that new functions, products, or characteristics are developed and to the conditions of access at any time, without this meaning any additional commitment to those established here on the part of Phylo nor that any type of damage may be alleged as a result of the modification. In the event that the User continues to use the services after the terms and conditions have been modified, it shall be understood that he/she has accepted such modifications. In case the User does not agree with the modifications to the terms and conditions, he/she may request the cancellation of his/her services. In these cases, refunds will only be made for services, the provision of which has not been initiated.

**11.5.** Phylo will publish the updates that are made on the Platform or by any other means it deems appropriate.

**11.6.** All content, elements, and information on this Website, including all text, formatting, images, music, trademarks, logos, logos, trade names, trade names, sounds, graphics, videos, animation, and other materials on this Website (the "Content") are owned by Phylo, its subsidiaries and affiliates, and controlling companies, and those of third-party contractors, licensors or assignors as appropriate. Some of the Contents are protected by intellectual property laws. Any unauthorized use of the Website that violates the industrial and intellectual property rights of Phylo or third parties may result in legal action being taken by the rights holders. Access to or use of this Website shall in no way imply the granting or denial of any

license, concession, or right to use any of the trademarks, names, logos, designs, or Content protected by the intellectual or industrial property rights of Phylo or any third party, as applicable.

## **12. LEGISLATION APPLICABLE TO THE SERVICES**

**12.1.** Both the Platform and the services offered by Phylo are governed by the laws of the Republic of Colombia, and any dispute shall be resolved by the ordinary Colombian jurisdiction.

## **13. HYPERLINKS TO OTHER WEBSITES AND COOKIES**

**13.1.** The Platform may contain hyperlinks to third-party websites that Phylo deems appropriate. However, the User declares to understand that Phylo is not responsible for the content of any of the websites to which such links are directed. Phylo provides these hyperlinks as a convenience to its Users and does not endorse the companies or the content of any of the sites to which such hyperlinks are directed.

**13.2.** The Application uses cookies. By using the Application, the User consents to the use of cookies. Cookies are files sent by web servers to web browsers and stored on the User's system. The information is sent back to the server each time the browser requests a page from the server. This allows a web server to identify and track web browsers. There are two main types of cookies: session cookies and persistent cookies. Session cookies are deleted from your computer when you close your browser, while persistent cookies remain stored on your computer until you delete them, or until they reach their expiration date.

## **14. PROCESSING OF PERSONAL DATA**

**14.1.** By accepting these terms and conditions, Phylo is authorized to collect, use, and process the personal data contained herein and those that may be provided or collected in the future, for the purposes and under the terms described in Phylo's Personal Data Processing Policy, which is available on the website [www.phyloscale.com](http://www.phyloscale.com).



