

# Service Agreement

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Last update: April 29, 2019

These Service Agreements ("Agreement", "Service Agreements") govern your relationship with the website <https://alfa.clubz.co> and the **Proyecto Alfa** (the "Service") promoted by Club Z ("we", "of us" or "our").

Read these Agreements carefully before using our website and **Proyecto Alfa** activities (the "Service").

Your access to and use of the Service is conditioned upon your acceptance and compliance with these Agreements. These Agreements apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Agreements. If you do not approve any part of the agreements, then you will not be able to access the Service.

## Rights

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- Be treated with kindness, dignity and respect.
- Receive truthful, clear and complete information.
- To have all your information treated with confidentiality.
- Express your opinions in a respectful way, through the different means we have arranged to listen to you and receive a response in a timely manner.
- Being treated with priority if you are pregnant, if you are over 52, if you are disabled or if you are under 5 years old.
- Receive a courtesy voucher from **Club Z** when the activities can be canceled in a premeditated manner.

## Homework

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- Make monthly payments in a timely manner in the first 10 days of the month.
- Provide the necessary and sufficient information to receive safe and reliable care.
- Treat the instructors and other participants with respect, as well as take care of the goods acquired for the activities.
- Take care of your belongings while you are in the activities.
- Do not smoke or consume alcoholic beverages when attending activities.
- Comply with the indicated conditions of preparation, as well as follow the recommendations of each of the activities.

## Disclaimer

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Your use of the Service is at your own risk. The Service is provided "AS IS" and "AS AVAILABLE". The Service is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or performance course.

By participating in the activities promoted in the **Proyecto Alfa** by the **Club Z** you do so at your own will, recognizing that carrying out activities with children implies some risk or danger.

However your attention and will must be directed to assume the risk, a will that is free of all vice; that in accordance with the provisions of the Colombian Civil Code, you fully and explicitly exonerate all contractual and extra contractual civil liability to the **Proyecto Alfa** for the use and enjoyment of the activities of the Service, which is duly designed and prepared.

Consequently, in the event of the occurrence of an accident that affects the health and physical integrity of children, resulting in, among others, hospitalization, medication, physical disability, dismemberment, total, partial, permanent or transient loss of bodily organs. You assume the necessary costs that merit restoring to your normal state your health and physical integrity.

Likewise, you waive any civil or criminal action against the **Proyecto Alfa**, which may originate due to involuntary accidents.

Club Z, its subsidiaries, affiliates and its licensors do not guarantee that a) the Service will operate uninterrupted, secure or available at any particular time or location; b) any error or defect will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of the use of the Service will meet your requirements.

## Accounts

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When you create an account with us, you must provide us with accurate, complete and updated information at all times. Failure to do so constitutes a violation of the Terms, which may result in the immediate termination of your account in our Service.

You are responsible for safeguarding the password you use to access the Service and for any activity or action under your password, whether your password is with our Service or a third party service.

You agree not to reveal your password to any third party. You must notify us immediately when you become aware of any security breach or unauthorized use of your account.

You can not use as a username the name of another person or entity that is not legally available for your use, a name or registered trademark that is subject to any

right of another person or entity that is not you without the corresponding authorization, or a name that is otherwise offensive, vulgar or obscene.

## Intellectual property

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The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Club Z and its licensors. The Service is protected by copyright, trademarks and other laws of both Colombia and foreign countries. Our trademarks and our commercial image can not be used in connection with any product or service without the prior written consent of Club Z.

## Links to other websites

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Our Service may contain links to third party websites or services that are not owned or controlled by Club Z.

Club Z has no control or assumes any responsibility for the content, privacy policies or practices of third-party websites or services. Further, you acknowledge and agree that Club Z shall not be liable, directly or indirectly, for any damage or loss caused or allegedly caused by or in connection with the use or reliance on such content, goods or services available on or through any of said websites or services.

We strongly recommend that you read the terms and conditions and privacy policies of the websites or third-party services you visit.

## Termination

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We may cancel or suspend your access to the Service immediately, without prior notice or liability, for any reason, including without limitation, if you breach the Agreements.

Upon termination, your right to use the Service will cease immediately. If you wish to cancel your account, you can simply stop using the Service.

## Limitation of liability

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In no case, Club Z, nor its directors, employees, partners, agents, suppliers or affiliates, will be liable for indirect, incidental, special, consequential or punitive damages, including, among others, loss of profits, data, use, good will or other intangible losses, resulting from (i) your access or use or inability to access or use the Service; (ii) any conduct or content of any third party in the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmission or content, whether based on the guarantee, contract, tort (including negligence) or any other legal theory, whether we have been informed or not of the possibility of such damage, and even if it is discovered that a remedy exposed here has not worked for its essential purpose.

## Law that governs

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These Terms shall be governed by and construed in accordance with the laws of Colombia, without regard to the provisions on conflict of laws.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us with respect to our Service, and supersede and supersede any prior agreement we may have between us with respect to the Service.

## Changes

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We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a review is relevant, we will try to provide a notice at least 30 days before the new terms take effect. What constitutes a relevant change will be determined at our own discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree with the new terms, please stop using the Service.

## Contact us

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If you have any questions about these Agreement, contact us at [alfa@clubz.co](mailto:alfa@clubz.co).