

TERMS OF USE OF THE CHANNEL

1. Purpose of the Channel

The Whistleblowing Channel is a platform created to receive reports of behaviors that violate the law, the Code of Ethics, internal policies, or the fundamental values of the organization. The use of the channel is restricted to the submission of legitimate reports, ensuring the confidentiality and anonymity of the whistleblower, according to their choice.

2. Use of the Channel

- 2.1. The person responsible for the channel and the owner of this platform will not be held liable for problems arising from the consultation or use of this Channel. By accessing it, the user agrees to comply with these terms, acting in accordance with current law, good faith, and public order, and refraining from using the website in a way that could hinder or damage its proper functioning.
- 2.2. The Whistleblowing Channel must be used solely to report complaints related to unlawful activities, breaches of internal regulations, or behavior contrary to organizational ethics.
- 2.3. This channel is not an emergency service. In case of emergency, please contact the appropriate authorities.
- 2.4. Users must use the channel responsibly and respectfully, providing relevant and truthful information.
- 2.5. This channel will only be used to submit complaints, ensuring confidentiality and anonymity (if chosen by the user) with respect to the personal data of the whistleblower.

3. User Conditions

- 3.1. The user is responsible for the truthfulness and accuracy of the information submitted through the Channel.
- 3.2. All mandatory information must be completed to proceed with submission. Fields marked with an asterisk * are required.
- 3.3. The user is obliged to use the platform properly and lawfully. The platform must be used for the purposes it has been designed for, and under no circumstances for unlawful purposes.
- 3.4. This service is not designed to submit information that may be considered secret or strictly confidential.
- 3.5. The Whistleblower is responsible for the accuracy of the information provided, assuming the consequences of acting in bad faith or submitting false information or documentation.
- 3.6. The Channel must not be used to submit false, malicious, or defamatory complaints against others.
- 3.7. If the organization finds out that the report was made in bad faith, it reserves the right to take legal action, as long as the whistleblower has been identified.
- 3.8. The query system includes traces to help users detect unauthorized access to their query.
- 3.9. The user expressly understands and agrees that the owner of the Channel shall not be liable for any direct or indirect foreseer or unforeseeer, interest or loss, including moral damage, resulting from the use or inability to use this service, due to causes beyond their control.
- 3.10. The user shall be liable for any damage or harm of any kind that the Channel operator and/or the owner thereof may suffer, directly or indirectly, as a result of improper use of the product,

breach of the terms and conditions of use, or violation of current law by the user.

4. Confidentiality and Anonymity

- 4.1. The Channel guarantees the confidentiality of the information received, including the protection of the whistleblower's personal data.
- 4.2. You can choose to send the report with or without providing your contact information. In both cases, the platform will provide an alphanumeric code to access it, along with a password you have entered which you have into the system.
- 4.3. It is important to write down both the password (created and entered when sending the complaint) and the unique code (generated by the system), in a secure place; only with them you will be able to can you check the status of your report. If you lose them, access cannot be recovered. For security, reasons, we will not be able to provide you with access to the information corresponding to the lost password and the given code.
- 4.4. Please review the information you submit to ensure that your identity is not revealed if that is your preference.
- 4.5. The information provided will be treated with the highest security standards and will be retained for as long as necessary for the resolution of the complaint.

5. Intellectual Property

- 5.1. All intellectual property rights, including copyrights, patents, and trademarks in the website and its content, belong to Kryptos.
- 5.2. Using the Channel does not transfer any rights or ownership over these intellectual property rights to you or any third party. You may not, under only circumstances:
 - License, sell, rent, assign, transfer, distribute, host, or commercially exploit any content displayed on our Channel;
 - Copy, modify, create derivative works, disassemble, or reverse engineer any part of the Channel;
 - Access any of our web channels to build a similar or competing Kryptos website;
 - Interfere with, disrupt, or unduly load servers or networks connected to the Channel;
 - Attempt to gain unauthorized access to the Channel (or any computer systems or networks connected to or used in conjunction with the Channel), whether through password mining or by any other means.

6. Limitation of Liability

- 6.1. The Channel operator and/or the owner shall not be liable for any damages, losses, or incidents, whether direct or indirect, arising from the use or inability to use the Whistleblowing Channel, except in cases of gross negligence or willful misconduct. Additionally, the organization shall not be responsible for the content of the complaints submitted by users.