

TERMS AND CONDITIONS OF USE			
	Last Review Date: 12/10/2025	Reviewed: CTO Noblesse	Code: NOB-TYC-001

1. ACCEPTANCE OF TERMS

1.1. These Terms and Conditions (hereinafter, "T&C") exclusively govern the relationship between NOBLESSE (hereinafter, "the Provider", "we") and the CLIENT (hereinafter, "the Client", "you") for the contracting of strategic consulting services offered by the Provider, which include, but are not limited to: Strategic Check-Up, DataTrust (Cybersecurity and Data Governance), and Digital Insight.

1.2. The request, contracting, or use of any of the aforementioned services implies the Client's express, full, and unconditional acceptance of each and every one of the T&Cs described herein, as well as any future modifications. If you are acting on behalf of a legal entity, you declare that you have the necessary capacity and authorization to bind it.

2. DEFINITION AND NATURE OF THE SERVICES

2.1. Strategic Check-Up: Diagnostic service consisting of an in-depth analysis of critical flows, customer experience, and the Client's operational efficiency, with the goal of identifying bottlenecks and opportunities for improvement. The final deliverable is a prioritized Executable Action Plan, with initiatives, responsibilities, and success indicators.

2.2. DataTrust (Cybersecurity and Data Governance): Audit, diagnostic, and implementation service of technical and organizational measures for the protection of personal data. Includes regulatory compliance assessment (Law No. 19,628 on the Protection of Privacy and associated regulations), risk identification, and, if the final audit is successful, the delivery of a verifiable DataTrust Seal.

DOES NOT INCLUDE binding legal advice. For specific legal issues, hiring a specialized attorney is recommended.

2.3. Digital Perception: Audit and strategic redesign of the Client's digital presence (website, social media, platforms), with the goal of aligning it with its real value proposition and experience standards. The deliverable is a Gap Assessment and a Strategic Content and Narrative Redesign Plan.

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2.4. The Provider reserves the right to modify, update, or withdraw any of these services, with prior notice to the Client.

3. CONTRACTING AND FORMALIZATION PROCESS

3.1. The contract is formalized by signing a specific Commercial Proposal and/or Purchase Order, which will detail the exact scope of the service, deliverables, execution time, total value, and payment method. This Commercial Proposal is incorporated into these T&Cs by reference.

3.2. Once the Commercial Proposal has been signed by both parties and the initial conditions have been met (e.g., payment of the first invoice), the Provider will proceed with the execution of the service.

4. CUSTOMER OBLIGATIONS

4.1. The Client agrees to:

- a) Provide all information, documentation, and access to systems and personnel that the Provider requires for the proper execution of the service, in a truthful, complete, and timely manner.
- b) Designate a single point of contact with decision-making authority to coordinate the project and facilitate communication.
- c) Respect the agreed deadlines for review and feedback on partial and final deliverables. Delays by the Client may impact the final project schedule.
- d) Comply with the payment agreements established in the Commercial Proposal.

5. PRICES, BILLING, AND PAYMENT METHODS

5.1. Currency and Billing:

- a) For clients domiciled in Chile, service prices are expressed in Chilean Pesos (CLP) and include the Value Added Tax (VAT) applicable by law.
- b) For international clients domiciled outside of Chile, prices will be expressed in United States Dollars (USD) and will not include local taxes (VAT, sales tax, or others) that may be applicable in the Client's country, which will be the sole responsibility of the Client.
- c) The billing currency will be explicitly established in the corresponding Commercial Proposal.

5.2. Payment Methods:

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- a) The payment method will be as established in the Commercial Proposal.
- b) Payments will be made by international electronic transfer or national bank transfer to the account indicated by the Provider, as applicable, or through a payment link.
- c) For payments in USD, the Client will fully assume all intermediary bank and transfer fees, so that the Provider receives the total agreed net amount.

5.3. Late Payment and Consequences of Non-Payment:

- a) Failure to pay any invoice by the due date will constitute automatic breach of contract.
- b) This situation will entitle the Provider to: (i) immediately suspend the provision of all services until the debt is fully settled, and (ii) charge default interest on the amount at the maximum conventional rate permitted by law.
- c) The foregoing is understood

Without prejudice to any other legal actions that may be appropriate for the collection of the debt and the demand for compensation for damages.

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1. Provider's Intellectual Property: All methods, tools, methodologies, analytical models, and know-how used by Noblesse are and will remain its exclusive property. The final deliverables (Action Plans, Diagnostics, Stamps) are licensed to the Client for internal use according to the scope of the service, but the Provider retains all intellectual property rights thereto.

6.2. Client's Intellectual Property: All information, documentation, and data provided by the Client are and will remain its property. The Provider undertakes to treat it as confidential information.

6.3. Confidentiality: Both parties agree to maintain the strictest confidentiality regarding all non-public information to which they have access in connection with the provision of the service. This obligation will continue even after the contractual relationship has ended.

7. WARRANTY AND LIMITATION OF LIABILITY

7.1. Warranty: Noblesse guarantees that the services will be provided with the due diligence and professional standards required for strategic consulting. The warranty is limited to the impact of the services directly attributable to the Provider.

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7.2. Limitation of Liability:

- a) The Client acknowledges that Noblesse's services are consulting and advisory services. The implementation of the recommendations and the final decision-making based on our assessments are the Client's sole responsibility, but we will guide them throughout the process.
- b) In no event will Noblesse's total liability, for any reason, exceed the total amount of fees actually paid by the Client for the specific service that gave rise to the claim.
- c) Noblesse will not be liable for indirect, incidental, special, or consequential damages, including loss of profits, revenue, or data, even if advised of the possibility of such damages.

8. CAUSES FOR EARLY TERMINATION

The contract may be terminated early by:

- a) Mutual written agreement of the parties.
- b) Substantial breach by one of the parties that is not remedied within 15 business days of notification.
- c) By Noblesse, due to non-payment of any invoice by the Client.

9. PROTECTION OF PERSONAL DATA

9.1. The Client acknowledges that, in order to provide the services (especially DataTrust), it may provide the Provider with personal data of its employees, clients, or third parties.

9.2. Noblesse will act as the Data Processor of said data, in accordance with Chilean Law No. 19,628, processing it solely for the purposes of the contracted service, with due confidentiality and security, and following the documented instructions of the Client (Data Controller).

10. DURATION, APPLICABLE LAW, AND JURISDICTION

10.1. These Terms and Conditions shall be valid indefinitely, applying to each contracted service while the relationship is maintained.

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10.2. This document shall be governed by and construed in accordance with the laws of the Republic of Chile.

10.3. For any dispute arising from the interpretation or execution of these Terms and Conditions, the parties shall submit to the ordinary courts of Santiago, Chile, expressly waiving any other jurisdiction that may apply.

11. MODIFICATIONS

Noblesse reserves the right to modify these Terms and Conditions. Modifications will be effective upon publication on the Provider's official channel or upon notification to the Client. Continued use of the services after such modifications constitutes acceptance of them.

✓ By contracting any of our services, you declare that you have read, understood, and accepted each and every one of the points set forth herein.