

Terms and Conditions of Use for Joinnexus

Welcome, and thank you for using "Joinnexus." Please read carefully the following Terms and Conditions of Service that Internaut SAS offers you through our web application: Joinnexus.

Updated, February 10, 2023

This document describes the General Terms and Conditions and Privacy Policies applicable to the access and use of the services offered by Internaut SAS, owner of the website <https://joinnexus.io>, (hereinafter the "platform") as well as any other media channels, mobile websites, or related mobile applications, linked or otherwise connected (hereinafter the "platform"). Anyone who wishes to access and/or subscribe and/or use the site or the services may do so subject to the General Terms and Conditions, together with all other policies that govern Internaut SAS and that are incorporated herein directly or by reference or that are explained and/or detailed in different sections of the site. Consequently, all visits and all transactions made on this site, as well as their legal effects, will be governed by these rules and subject to applicable law.

The User must read, understand and accept all the conditions established in the General Terms and Conditions and in the Privacy Policies of Internaut SAS before their registration as a User and/or to the acquisition of services.

If the user uses the Site, this implies the full tacit acceptance of the conditions established in the General Terms and Conditions and in the Internaut SAS Policies. By using the site and/or its services, the user will be expressly obliged to comply with the same, and may not claim ignorance of such General Terms and Conditions and Privacy Policy.

The complementary terms and conditions or documents that may be published on the platform from time to time are expressly incorporated here by reference. We reserve the right, at our sole discretion, to make changes or modifications to these General Terms and Conditions when we consider it necessary. We will notify you of any changes by updating the "Last Updated" date of these General Terms and Conditions.

The information provided on the site is not intended to be distributed or used by any person or entity in any jurisdiction or country where such distribution or use is contrary to law or regulation or would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the site from other locations do so on their own initiative and are solely responsible for complying with local laws, to the extent local laws are applicable.

ANY PERSON WHO DOES NOT ACCEPT THESE GENERAL TERMS AND CONDITIONS, WHICH ARE MANDATORY AND BINDING, MUST REFRAIN FROM USING THE SITE AND/OR SERVICES.

Index

Definitions	4
Legal capacity	5
Duration of the terms and conditions	5
System Requirements	5
Registration and use of the site	6
Description of Joinnexus service	6
Functionalities of Joinnexus	7
User Obligations	7
Obligations of Internaut SAS	8
Charges and Billing	9
User Declarations	11
Intellectual Property	12
Suggestions	12
Site management	13
User authorizations	13
Habeas Data	13
Processing of Personal Data	14
Termination of Joinnexus Use	14
Prohibited Activities	15
Indemnity	16
Absence of waiver	17
Communications	17
Applicable law	18
Dispute resolution	18
Term and Termination	19
Partial Invalidity	19
Contact	19
Version of the Terms and Conditions	19

Definitions

Account: Repository of information guarded and managed by Internaut SAS, which allows users to access the different functionalities of the Joinnexus platform.

Joinnexus: Web application resulting from a set of software and technology services focused on improving the interaction of remote teams through games and activities designed to encourage communication between users through spontaneous conversations.

Terms and Conditions or T&C: The set of terms, conditions, obligations, and guidelines that govern the use of Joinnexus by Users.

User: A person subscribed to Joinnexus, who can make use of the different functionalities offered by the Joinnexus platform.

Organization: Company, enterprise, or institution that is acquiring the service. Corporate users are associated with an organization.

Room: It is a virtual space that has a unique identifier. The room is composed of games and has an established duration according to the type of activity that was programmed.

Event: It is a set of several rooms connected to each other, which provides users with the possibility to navigate between the different rooms that make up the event.

Cut-off date: Refers to the day on which the pay as you go plan payment is made or the day on which the monthly plan ends.

Payment gateway: Service that allows Internaut SAS to charge for services rendered. Our payment gateway is PayU.

Premium plan: Plan that is paid monthly in advance. The characteristics of this plan are detailed throughout the document.

Pay-as-you-go plan: A plan that is paid monthly in arrears. The characteristics of this plan are detailed throughout the document.

Platform: Refers to Joinnexus.

Administrator: The user with the power to add, deactivate and manage permissions of the organization's users (in the premium plan), review billing information, review consumption to date (in the pay-per-use plan), and configure the payment method on the platform. Additionally, they have the same powers as other users.

Host: The person in charge of creating rooms. Within the room, they can be easily identified by a visual badge at the top of the camera.

Beneficiary: The user with the ability to enter rooms and participate in all the games chosen by the host.

Internaut SAS: Legally constituted company under Colombian laws with the social objective of developing computer systems.

Legal capacity

The services are only available to individuals who have the legal capacity to enter into contracts. Persons without such legal capacity and minors may not use the services. The acts performed by these individuals on this site will be the responsibility of their parents, legal guardians, caretakers, or curators, and therefore will be considered to have been performed by them in the exercise of the legal representation they possess. Whoever registers a User as a company must have the legal capacity to contract on behalf of such entity and to bind it under the terms of this Agreement.

Duration of the terms and conditions

The terms and conditions will be mandatory for assigning a user to any of the 2 existing plans.

This document will apply while your account is active on the platform.

To delete your account, you must contact a member of the Joinnexus team who will, upon request, delete your account as soon as possible.

System Requirements

The platform has been designed to be accessed from a computer. While there is no restriction to access it from a mobile device, proper functioning from this device is not guaranteed. The following are the requirements.

- Operating systems:
 - Windows 10 64 Bit (latest update)
 - MacOS (latest update)
- RAM Memory: At least 4GB
- Browsers:
 - Google Chrome (latest update)

- Mozilla Firefox (latest update)
- Minimum internet speed: 15 MB.

Registration and use of the site

It is mandatory to complete the registration form with valid information in all fields to become a user of the site. The future user must complete the registration form with their personal and commercial information accurately, precisely, and truthfully (Personal Data) and undertake to update the Personal Data as necessary. Internaut SAS is not responsible for the accuracy of the Personal Data provided by its Users.

Users guarantee and are responsible, in any case, for the accuracy, truthfulness, validity, and authenticity of the Personal Data entered. If fraudulent and/or malicious and/or contrary to these terms and conditions and/or contrary to good faith use is verified or suspected, Internaut SAS will have the unappealable right to deactivate accounts and even to pursue legal action against the offenders, through legal actions by applicable law.

Internaut SAS reserves the right to reject any registration request or to cancel a previously accepted registration, without being obliged to communicate or explain the reasons for its decision and without generating any right to compensation or redress.

Description of Joinnexus service

Joinnexus is an internet platform designed to integrate remote teams through games and activities with the higher purpose of incentivizing communication between users in a recreational space, promoting spontaneous conversations and real-time interactions.

Joinnexus allows its users to acquire its services supplied and managed by Internaut SAS.

To be able to use Joinnexus, users must:

1. Have a device with the minimum technical characteristics required by Joinnexus (see [System Requirements](#)), which may be modified at any time by Internaut SAS.
2. Create an account within the Joinnexus platform by accepting the Data Treatment Policy and the Joinnexus Terms and Conditions.
3. Contact the Internaut SAS team via email or WhatsApp to request the Joinnexus registration form.

4. Provide the information and documents requested in the Joinnexus registration form.
5. Once the Joinnexus team approves the request, the administrator user will receive a confirmation via email.
6. Once the account is active, the administrator user must add a payment method.
7. Once the payment method is registered, the organization can use the platform according to the plan it has active at the time.

Functionalities of Joinnexus

Through the use of Joinnexus, users will be able to:

1. Create a room where they can use different activities and games designed by the Joinnexus team.
2. Share the room link so that other people within the organization can enter the room.
3. Create events.
4. Edit user profile.
5. Add payment methods.

Functionalities exclusive to the Premium plan

1. Purchase accounts for beneficiary users using the payment method previously registered.
2. Manage the users assigned to the plan.
3. Automatic charge of active beneficiary user accounts on the administrator user's cutoff date.

Functionalities exclusive to the Pay as you go plan

1. Limit the maximum consumption per month.
2. View daily income per user.
3. Automatic charge on the 2nd day of each month based on the previous month's consumption.
4. All users can assume the role of host.

User Obligations

1. Provide accurate, complete, and truthful personal information.
2. Follow Internaut SAS's recommendations regarding proper practices for using Joinnexus.

3. Protect access to the Google/Office 365/Slack account associated with Joinnexus.
4. Periodically review Joinnexus's Terms and Conditions, as the User can only use Joinnexus if they accept its Terms and Conditions. The User must inform of their intention to no longer use Joinnexus and/or proceed with the deletion of their account.
5. Ensure that the payment method has sufficient funds to pay for the services provided by Internaut SAS.
6. Guarantee and authorize that their personal data may remain in Internaut SAS's databases for the period of time during which claims, information requests, reversals, and/or cancellations of plans acquired on the platform may be made, even after the use of Joinnexus has been withdrawn or canceled. Once this period has expired, Internaut SAS will proceed to anonymize the data and remove the personal data.
7. Provide the requested data accurately, precisely, and truthfully (Personal Data) and commit to updating the Personal Data as necessary. Internaut SAS is not responsible for the accuracy of the Personal Data provided by the User. The User guarantees and is responsible, in any case, for the accuracy, truthfulness, validity, and authenticity of the entered Personal Data. If fraudulent, malicious, or bad faith use is verified or suspected, or use contrary to these terms and conditions and/or contrary to good faith, Internaut SAS will have the unappealable right to cancel accounts and even pursue legal action against the offenders, by applicable law.

Internaut SAS reserves the right to reject any registration request or cancel a previously accepted registration, without being obliged to communicate or explain the reasons for its decision, and without generating any right to compensation or indemnification.

Obligations of Internaut SAS

1. Ensure compliance with security standards regarding User information.
2. Inform the User of changes and/or modifications to the Terms and Conditions through the platform, which may be unilaterally modified by Internaut SAS at any time.
3. Treat with absolute confidentiality and discretion the information of Users that is known by Internaut SAS concerning the use of Joinnexus.
4. Perform constant maintenance on the software that supports Joinnexus.
5. In the event of receiving queries, requests, complaints, or claims from Users, related to the products or services offered and provided, Internaut SAS shall be responsible for responding directly to the User within the terms and conditions provided by law.

Internaut SAS does not guarantee continuous and uninterrupted access to Joinnexus, since its operation may be affected by different factors and circumstances that are beyond the control of the company.

We reserve the right to change, modify, or remove content from the platform at any time or for any reason at our sole discretion and without prior notice. However, we are not obligated to update any information on our platform. We also reserve the right to modify or discontinue all or part of the platform. We will not be responsible to the User or any third party for any modification, price change, suspension, or discontinuation of the platform.

We reserve the right to change, revise, update, suspend, discontinue, or modify the platform at any time or for any reason.

Charges and Billing

1. Payment Agreement

You agree to pay for all Joinnexus Content that Internaut SAS has not offered to you for free.

Internaut SAS will understand that it has your consent to begin providing the agreed-upon service once it receives a payment confirmation.

All payments will be in US dollars.

2. Total Price

For some forms of payment, the issuer may charge certain fees, such as foreign transaction fees or other fees related to the processing of your payment method. Similarly, the organization agrees to pay all applicable taxes as required by its legislation, if any.

3. Automatic Renewal

Plans will automatically renew monthly. The User authorizes Internaut SAS to charge any of the payment methods associated with their account for the acquisition of the service and its renewals. Internaut SAS reserves the right to designate the payment gateway provider for this purpose. The designated provider is [PayU](#).

Once Internaut SAS verifies that payment has been successful, the service is activated.

Both plans offered by Internaut SAS are subject to recurring charges, so you agree to recurrently charge your payment method without requiring your prior approval for each recurring charge until you notify us of your non-renewal.

Non-renewal of the service can be managed directly through the platform, via email to support@joinnexus.io, or any of the channels enabled by Internaut SAS. This request must be made before the end of the current billing period. See section Termination of Joinnexus Use.

4. Termination

The Company reserves the right to terminate your Joinnexus Account and/or user access to the service if you breach the Terms and Conditions. If your Joinnexus plan is terminated, no refunds will be made on any of the plans.

5. Taxes

In the event of a change in the applicable tax rate for the service offered by Joinnexus, the new tax rate in force at the time of purchase of the service will apply. The user will be solely responsible for paying all applicable taxes as required by its legislation if any.

6. Right to Change Prices and Plans

All prices and plan types related to the service are subject to change by Internaut SAS at any time, without prior notice, and without any liability to the user. Internaut SAS does not offer price protection or refunds. Joinnexus will present the total price at the time of payment.

7. Payment Methods

The charge for purchases made with credit cards will be reflected in US dollars (USD). Additionally, Internaut SAS will perform a credit check of \$1 (one US dollar) to verify that the payment method is enabled for the charge of the service requested by the User.

The payment methods accepted on the Joinnexus platform are as follows:

Credit Card - Visa

Credit Card - MasterCard

Credit Card - American Express

You also agree to promptly update account and payment information, including email address, payment method, and card expiration date, so that we can complete your transactions and communicate with you as needed.

If payment cannot be made successfully due to the expiration date, lack of funds, or other reasons, and if you do not cancel your account, we may suspend your organization's access to the platform until we obtain a valid payment method.

In the event that the card debit is unsuccessful on the payment due date of any of the plans, a period of 5 days from the payment due date will be granted to update the payment method. From day 5 onwards, access to the platform will be suspended for members of the organization.

The Administrator User can update their payment method through their account by adding a new card. In this case, it is necessary to contact the Joinnexus team through the contact methods mentioned to remove their previous card. After the update is made to their account, you authorize Internaut SAS to charge the corresponding payment method.

Internaut SAS reserves the right to modify the payment methods it accepts.

User Declarations

By accepting these Terms and Conditions, the User declares and expressly and irrevocably accepts the following:

1. The user must be at least 18 years old to agree and accept these Terms of Service on their own behalf.
2. All information provided to Internaut SAS is complete, accurate, valid, and truthful.
3. Uses Joinnexus at their sole risk and responsibility.
4. Authorizes Joinnexus to verify the accuracy of their data, as well as the personal data of their legal representatives, shareholders, and other interested parties.
5. Due to the nature of the platform, it may experience interruptions or suspensions due to various factors, such as server maintenance, suspension or disconnection of mobile data, power outages, system failures, or other interruptions that may affect the platform's operation.
6. Internaut SAS does not guarantee that Joinnexus will operate uninterrupted.
7. Will not use the site for any illegal or unauthorized purpose.

8. The use of the site will not violate any applicable laws or regulations.
9. Under no circumstances does the use of Joinnexus by Users transfer the ownership or license of the use of trademarks, distinctive signs, works, and in general all material subject to the protection of the legal regime of Intellectual Property that is owned by Internaut SAS.
10. The User understands and accepts that their personal and transactional data, which may be stored in the databases of the associated payment gateway, may be consulted and stored in the Joinnexus database. This is essential for the provision of the Joinnexus service, as this is information that the User may require through the customer service channels provided by Joinnexus.
11. The User understands and accepts that, by accepting these terms and conditions, they authorize Joinnexus to debit their account in three scenarios:
 - 11.1. When the payment method is registered, a charge of 1 USD is made to validate the entered data. This charge is unique.
 - 11.2. When the user purchases licenses for users. This applies to the premium plan.
 - 11.3. On the 2nd day of each month, the consumption of the immediately preceding month will be charged. If there is no consumption, no charge is made.

Intellectual Property

The platform is our sole property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, site graphics, trademarks, and logos contained therein are either our property, under our control, or licensed to us and are protected by copyright, trademark, and various other proprietary rights, international copyright laws, and international conventions. The content and trademarks are provided on the platform "AS IS" for your personal information and use only. Except as expressly stated in these Terms and Conditions, no part of the platform and no content or trademarks may be copied, reproduced, aggregated, republished, uploaded, posted, or publicly displayed.

Provided that you are eligible to use the platform, you are granted a limited license to access and use the platform solely for your personal or corporate, non-commercial use. We reserve all rights not expressly granted to you in and to the platform, content, and trademark.

Suggestions

The user acknowledges and agrees that any questions, comments, suggestions, ideas, feedback, or other information related to the platform that they provide to us are not confidential and will become our exclusive property. We will own the

exclusive rights, including all intellectual property rights, and shall be entitled to unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to the user. By this agreement, the user waives all moral rights to such "suggestions". The user agrees that there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary rights in their suggestions.

Site management

We reserve the right, but not the obligation, to (1) monitor the Site for violations of these Terms and Conditions; (2) take legal action against any person who, in our sole discretion, violates the law or these Terms and Conditions, including, among others, reporting such user to law enforcement authorities.

User authorizations

By accepting these Terms and Conditions, the User declares, authorizes, and accepts, expressly and irrevocably, the following:

1. That Internaut SAS processes their personal information derived from the use of the platform, by the functionalities described in these Terms and Conditions and the purposes outlined in Internaut SAS's data processing policy.
2. That Internaut SAS sends text or data messages to their cell phone, email, and/or other available communication channels with information related to the use of the platform and commercial information about goods and/or services.
3. That Internaut SAS charges the payment methods associated with the Joinnexus account, according to the chosen plan.
4. That information about the User may be loaded onto the platform by other members of their organization due to the activities carried out there.

Habeas Data

Taking into account the target audience of the platform, the user understands and accepts that this platform will request and use their personal data, by the authorizations previously granted by the user, within the framework of Law 1581 of 2012 and other regulations that regulate, modify, or repeal it. If the user enters the data of a third party, they declare that they have the authorization of the third party to generate this entry. The user also agrees that Internaut SAS may collect their IP address for system administration purposes and to audit the use of the application as appropriate.

We will retain certain data that is transmitted to the platform to manage the performance of the platform, as well as data related to your use of the platform. Although we perform routine backups of the data, the user is solely responsible for all data that they transmit or that is related to any activity that they have performed

using the platform. The user agrees that we will not be responsible to them for any loss or corruption of such data, and hereby waives any right of action against us arising from such loss or corruption of such data.

Processing of Personal Data

1. By accepting these Terms and Conditions, the User acknowledges having read and expressly, priorly, informedly, and irrevocably accepts that their personal data, information of their organization's card, and commercial information (RUT) be processed by the purposes and terms and conditions of the Data Processing Policy that can be consulted at <https://joinnexus.io/legal/en/privacy.pdf>.
2. Likewise, by accepting the Terms and Conditions, the User authorizes Joinnexus and its processors to carry out personal data processing activities for the purposes and uses informed in the data processing policy of Internaut SAS, and in particular, for the following purposes:
 - a. Monitoring the operation of the platform.
 - b. Preparation of statistical studies, products, and added values for Users.
 - c. For any purpose previously informed and authorized by the data subject.
 - d. Provide information related to goods and/or services.
 - e. For the proper operation of Joinnexus, Internaut SAS may use its own or third-party electronic platforms.
3. The above authorizations are not limited to the time of registration but extend to the entire relationship, and, by the provisions on the expiration of information and retention of files, may be maintained, following the termination of the relationship, for the legally permitted term.
4. This authorization includes the activities of exchanging data and information with databases or information systems, within the purposes of the granted authorization, and with full respect for the User's right to habeas data, by Law 1581 of 2012 and with all the regulations that govern the matter in the Republic of Colombia.

Termination of Joinnexus Use

1. Internaut SAS reserves the right to limit, suspend, and/or permanently cancel the use of the platform when, for security or business reasons, or if events arise that endanger the interests of Internaut SAS, its clients, or third parties, it deems appropriate to do so, without any indemnification to the User.
2. The User irrevocably authorizes Internaut SAS to temporarily or definitively deny the use of Joinnexus in any of the following events:

- a. Default in payment of plans
 - b. As a security measure
 - c. In case of irregularities in the use of the platform
 - d. When Internaut SAS, at its discretion, believes that there are grounds for violation of any law, regulation, or the Terms and Conditions by the User
 - e. When the organization has not used the platform for six months
 - f. Internaut SAS may terminate the use of the platform unilaterally and without prior notice, without generating any kind of indemnification in favor of the User.
3. The User may cancel the use of Joinnexus for each plan in the following way:

3.1. Termination and Refunds for the pay-as-you-go plan:

The User may terminate the Joinnexus service at any time by contacting the Joinnexus team as indicated in the Contact section below.

Due to the nature of the service, and being a charge in arrears, Internaut SAS does not provide refunds.

The administrator user has a panel to monitor consumption in real time. This panel details entry times, users accessing the platform, and the rooms they connect to, among other things. If there are any doubts regarding consumption, it is important to contact a member of the Joinnexus team as soon as possible to clarify any existing doubts. Once the cut-off date is reached, no refunds will be provided.

3.2. Termination and Refunds for the monthly plan:

The User may terminate the Joinnexus service at any time by expressing their desire to cancel their plan by contacting the Joinnexus team as indicated in the Contact section below.

If the User cancels a monthly plan, they will not receive a refund. Their organization will be able to enjoy the benefits of the platform until the next cut-off date. After that date, no additional charges will be made, and the organization's users will not be able to log in to the platform anymore.

Prohibited Activities

You may not access or use the platform for any purpose other than the one we make available on the platform. The platform cannot be used in connection with any commercial endeavor, except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without our written permission.
- Mislead us or deceive other users, especially in any attempt to obtain confidential account information.
- Bypass, disable, or interfere with any security-related features of the platform, including features that prevent or restrict the use or copying of any content or impose limitations on the use of the platform and/or the content it contains.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the platform.
- Use any information obtained from the platform to harass, abuse, or harm another person.
- Misuse our support services or submit false reports of abuse or misconduct.
- Use the platform in a manner inconsistent with applicable laws or regulations.
- Upload or transmit (or attempt to upload or transmit) viruses, including excessive use of capital letters and spam (continuous posting of repetitive text), that interfere with the uninterrupted use and enjoyment of the platform.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Remove the copyright notice or other proprietary rights from any content.
- Impersonate another user or person or use another user's username.
- Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information transmission or collection mechanism, including, among others, clear graphic interchange formats ("gif"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the site or the networks or services connected to the site.
- Harass, annoy, intimidate, or threaten any of our employees or agents.
- Attempt to circumvent any platform measures designed to prevent or restrict access.
- Copy or adapt the platform software, including, among others, Flash, PHP, HTML, JavaScript, or any other code.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means to send unsolicited emails or create user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or use the site and/or the content for any revenue-generating effort.

Indemnity

1. The User, expressly and irrevocably, declares and agrees to indemnify, defend, and hold harmless employees, agents, subsidiaries, affiliates, shareholders, directors, and business partners of Internaut SAS from any kind of liability, legal and/or extrajudicial claims, costs, expenses, losses, damages, and harms (including reasonable attorney's fees) arising from the use of Joinnexus and the violation and/or omission of these Terms and Conditions by the User, business partners, associated merchants, and third parties.

2. Likewise, the User expressly agrees to keep Internaut SAS indemnified at all times and under all circumstances for any faults, omissions, and/or technical problems that may arise from the use of Joinnexus and, consequently, will not transfer any liability for damages or harms to Internaut SAS.
3. As the use of the platform is personal and corporate, the User agrees and is responsible for any use of the platform from their device that contravenes these Terms and Conditions and/or violates any law of the Republic of Colombia. Consequently, the User will be fully responsible to Internaut SAS and third parties for any legal proceeding, claim, demand, extrajudicial action, and/or administrative process that Internaut SAS may suffer against it, including all costs that may arise from damages or injuries caused to Internaut SAS and/or third parties, caused by acts, facts, or omissions of the User and/or unauthorized third parties to use Joinnexus during the time that the User's affiliation account with Joinnexus is valid. Any expense or cost incurred by Internaut SAS in defense of its interests or any amount it must pay as a result of the claims provided for in this clause, or any other claim arising from the User's failure to comply with the law and/or the Terms and Conditions, including attorney's fees, court costs, judgments, etc., shall be reimbursed by the User to Internaut SAS.

Absence of waiver

Internaut SAS's mere tolerance of the User's partial or total non-compliance with these Terms and Conditions shall not be construed as a waiver or renunciation of its rights, nor shall it be interpreted as accepting or consenting to the modification of these Terms and Conditions.

Communications

1. Internaut SAS may communicate with Users through the following means:
 - a. Emails are sent to the email address provided by Users during the Joinnexus registration process.
 - b. WhatsApp
 - c. Phone calls
 - d. Posting notices or communications on Joinnexus.
2. Through these means, Internaut SAS may communicate to Users, among other things, modifications and/or amendments to the Terms and Conditions, offers, advertising and commercial information about goods and/or services, and notices and notifications regarding their account status and, in general, any type of information related to the use of the platform.

3. Any requests, complaints, claims, or suggestions may be made to the following email address: support@joinnexus.io. If the User wishes to stop receiving communications from Joinnexus via text message or email, they may send such a request to the email support@joinnexus.io.

Applicable law

These Terms and Conditions will be governed and construed by the laws of Colombia. Internaut SAS and the user irrevocably agree that the courts of Colombia shall have exclusive jurisdiction to settle any dispute that may arise in connection with these terms and conditions and all matters relating to this platform shall be governed by the laws of Colombia.

Dispute resolution

Any dispute or difference arising between the Parties in connection with or relating to this agreement shall be attempted to be resolved through amicable conciliation in the first instance. If not possible, it shall be settled by an arbitration tribunal with its seat at the Center for Arbitration and Conciliation of the Chamber of Commerce of Bucaramanga, Santander, Colombia. The arbitration proceedings shall be subject in all respects to the provisions of the regulation of the center that is in force at the date of the claim, and to the Law 1563 of 2012, as well as to all the applicable legal provisions that regulate, supplement, or modify it, by the following rules:

- The tribunal shall be governed by the rules of the commercial arbitration procedure of the Center for Arbitration and Conciliation of the Chamber of Commerce of Bucaramanga, Santander, Colombia.
- The tribunal shall consist of one arbitrator, who shall be appointed by mutual agreement within thirty (30) days from the date on which either party requests such appointment in writing. If it is not possible, the arbitrator shall be appointed by the Center for Arbitration and Conciliation of the Chamber of Commerce of Bucaramanga, Santander, Colombia, at the request of either party, by drawing lots among the arbitrators listed in the "A" list of such center.
- The tribunal shall decide by the law.
- The language of the arbitration shall be Spanish.
- The seat of the arbitration shall be Bucaramanga-Santander, Colombia.

The law governing the merits of the dispute shall be the law of the Republic of Colombia.

Term and Termination

These Terms and Conditions will remain in full force and effect while you use the platform. Without limiting any other provision of these Terms and Conditions, we reserve the right, at our sole discretion and without notice or liability, to deny access and use of the site (including blocking certain IP addresses) to any person for any reason including, without limitation, the breach of any representation, warranty or covenant contained in these Terms and Conditions or any applicable law or regulation. We may terminate your plan or delete your account and any content or information that is posted at any time, without notice, at our sole discretion.

Partial Invalidity

If one or more provisions of this Agreement are declared null, ineffective, or contrary to law, this will not imply the nullity, ineffectiveness, or illegality of the remaining provisions, which will remain binding and mandatory for the Parties and will remain in full force and effect.

Contact

To file a complaint about the Site or to receive more information about using the Site, contact us at:

WhatsApp support line: (+57) 312-525-6655

Email: hello@joinnexus.io.

Version of the Terms and Conditions

This is version 1.0 of the Joinnexus Terms and Conditions, published on February 10, 2023.