

Terms and Conditions Tailings Technologies Open Call

The following terms and conditions regulate the permitted use of the Tailings Technologies Open Call Platform (here in after, indistinctly, the Platform). By simply registering in the Platform, it will be understood that the Proponents accept the Terms and Conditions that regulate the access and use of the site <https://fch.brightidea.com/TailingsTechnologies> that Fundación Chile makes freely available for the Proponents. Access to said portal implies unreserved acceptance. The use of certain services offered on this site will also be governed by the conditions provided in each case, which are understood to be accepted by the mere use of said services.

1. How to Participate

Fundación Chile alongside its Partners has identified different operational and technological challenges present in its operations. Based on this, different initiatives and Challenges will be made available through the Platform containing the description of the problem or need to be covered, in order to invite innovators to propose their solutions through a submission form.

Proponents will be able to register their solutions by entering and completing the form available on the Platform link corresponding to the initiative they wish to apply for. The Platform will enable proponents to create a Proponents name and password.

Proponents will be able to enter and edit the self-characterization and Open Space forms to adjust at any time to ensure that the information they have provided is up to date.

In the case of Tailings Technology Open Call, submissions may not be edited during the call for proposals. However, Proponents may request the addition or deletion of information through the comments section. Proponents must accept these terms and conditions before submitting proposals.

At this stage, proponents expressly understand and accept that the information provided by them is not confidential and authorize its use by Fundación Chile for the purposes of the Program, particularly to make this information available to its Partners. Therefore, Fundación Chile expressly requests to the Platform proponents that at this stage not to disclose confidential technical information of their solutions. By registering the proposal, the proponents accepts that Fundación Chile may request additional information necessary for the process, signing the corresponding confidentiality agreements, if necessary.

The solution proposed must be original and must not include contents pertaining to third parties, unless the Proponents is authorized to use said content. In that case, the Proponents must provide Fundación Chile with the authorization, license, or document proving authorization to use said content. In addition, by accepting these terms and conditions, Proponents affirm that they have not transferred the intellectual property of their solution to another person or company.

Fundación Chile does not finance or develop projects, being its main goal connecting and presenting the best technological solution proposals.

Fundación Chile reserves its right, at its discretion, to give feedback through the comments section of each process contained in the Platform, both to the companies selected by the Partner to continue in the process, as well as to those left out at any stage and modality.

2. Who Can Participate

Any natural person over 18 years of age or legal person duly and legally constituted, with its legal personality in force. If you wish to participate in the Tailings Technology Open Call, you must create an account. Only registered proponents can offer their solutions on the online platform. You can register using your email address. Creating an account does not give the Proponents ownership of the

account. Fundación Chile reserves its right to refuse, suspend, or delete accounts, for instance, if the Proponents does not comply with the rules or has previously had its account refused or deleted.

3. Types of Open Innovation Initiatives

Proponents may join Fundación Chile with innovation initiatives (indistinctly "initiatives") available in the Platform. This can be through the many offers available for the ecosystem, such as; self-characterization of solutions, applying to the Challenges, Open Space, Portfolio Scale, as well as any other new initiative articulated by Fundación Chile. They all seek to encourage innovators to submit solutions for the operational and technological complexities of the Partners.

4. Platform Registration and Password

Access to the Platform will always be subject to the Proponent's prior registration by filling out the Registration Form. Fundación Chile reserves its right to freely accept or reject the registration application. The information entered in the Registration Form must be complete, truthful, and updated ("Personal Data"). Proponents must guarantee and are responsible, in all events, for the truthfulness, accuracy, completeness, validity, and authenticity of the Personal Data entered. All information and Personal Data entered by the Proponents is a sworn statement.

Fundación Chile reserves its right, at its sole discretion, to request proof and/or additional information in order to corroborate or increase the Personal Data information provided by the Proponents, as well as to temporarily or permanently suspend accounts whose data could not be confirmed, whose additional information requested by Fundación Chile was not provided, or that once provided was deemed insufficient or incomplete.

The access and use of the Platform shall be subject to a password assigned by the Proponents when filling out the registration form, therefore, when entering the password, the access shall be deemed to have been made by the Proponents, who will be liable in all cases for said access and use.

The Proponent will be always responsible for the custody of its password, assuming, consequently, the damages that may arise from its misuse, as well as its transfer or disclosure. In case of forgetting the password or any other circumstance that involves a risk of access and/or use by any unauthorized third party, the Proponent shall immediately inform Fundación Chile through the same platform, this being the official channel for the blocking and replacement of the password. In any case, the operations carried out prior to such communication will be deemed to have been carried out by the Proponents, who shall be responsible for and shall pay the costs and/or damages arising from any unauthorized access and/or use carried out prior to such communication.

5. Fundación Chile Commitments

- FCH declares that the information provided by the Proponents, consisting of technological solutions data, customers, Proponents business or affairs, all operations, business and know-how, or of those who are commercially or financially related to them, and which have come to their knowledge through the Forms and/or information requests of FCH, will be managed only by Fundación Chile and the Partners and Partners affiliates, representatives and contractors. In view of the above, FCH agrees to maintain and use all information provided by Proponents for the sole purpose of developing matchmaking services with the Partners described above, and for internal use and monitoring.
- FCH may pass on any or all information provided by the Proponents to Partners and Partners affiliates, representatives and contractors to analyze the Proponents submission. You agree that the Partners:
 - a. are under no duty to treat the submission as confidential, even when the submission, or information contained in it, is marked "confidential";

- b. have the right to share the submission within their company via an enterprise social network service in order to evaluate the submission.
- c. are not liable in any way in relation to its use and disclose of, and dealings with, the submission; and may use (including reproduce) the submission (including the intellectual property rights subsisting therein) for their business purposes.
- d. Proponents expressly understand and acknowledge that Fundación Chile's Partners are under no obligation to act on your information, submission or solution or to provide you with reasons in the event of a rejection or inaction. The Partners retain absolute discretion in respect of your submission and their decision(s) in respect of your submission are final.

6. Proponents Commitments

- The Proponents guarantee being over 18 years of age and that the information provided is accurate and truthful.
- Proponents agree to provide reasonable assistance and additional information concerning your submission if requested by Fundación Chile and/or the partners. Export controls - Many governments regulate the export of certain technical data and information. Before providing a submission that contains technical data and/or information the Proponents MUST seek professional advice to ensure such technical data and/or information remains export control compliant. Guarantees that any technical data and/or information contained in your submission is not restricted to export.
- All Proponents must comply with the rights of third parties and may not breach copyrights, trademark rights, or any other intellectual property rights of others. In this sense, the Proponents guarantees that the information and content uploaded to this Platform is owned by the Proponents or the Proponents has the appropriate rights to make use and transfer of such information without infringement of any contractual obligation or third-party rights with respect to disclosure or use of the information by Fundación Chile and the Partners.
- Proponents are solely responsible for the material delivered to Fundación Chile and for the authenticity of the information provided at the time of applying to any initiative or Challenge. Likewise, Proponents declare that they undertake to indemnify and hold Fundación Chile and its Partners harmless from any liability that may arise from your submission
- In the event of a claim of infringement of any third party rights, in particular intellectual property rights, the Proponents expressly authorizes Fundación Chile and the Partners to remove or disable access to the material, regardless of the fact that the affected party may contact the allegedly infringing Proponent directly and request the removal of the content, or take any legal action it deems appropriate. All communications between Proponents and Fundación Chile will be made through the application platform in the comments section and the queries derived to the Q&A section.
- Proponents expressly declare that they are the original authors of the ideas as well as of the media through which these ideas are conveyed. The responsibility for registering, enrolling, or managing the intellectual or industrial property rights of any works, software, designs, trademarks, invention patents/license of any kind that are recognized by the legislation in force, rests exclusively upon the Proponents
- Account information must always remain confidential. It is not permitted for anyone other than the person who created the account to use said account. The person creating the account must guarantee that he/she keeps the password and access data. We advise using a "strong " password (a password with a combination of lowercase letters, uppercase letters, and numbers). Fundación Chile is in no way liable for any loss or damage to the account if the Proponents does not comply with the terms outlined above. Fundación Chile is in no way liable for the theft of your account, e.g. by "phishing". Fundación Chile will never ask its Proponents for personal data such as a Proponents name or password via email. If any

personal data is requested, the Proponents will always be redirected to the Fundación Chile platform.

- Proponents agree to provide the necessary information to ensure adequate traceability of the impact of their participation in the Fundación Chile Program. In this sense, as consideration for the free provision of the Platform, Proponents shall collaborate by informing the effects of their participation in the Program. This will be done by providing information required by Fundación Chile regarding the contracts signed by virtue of their participation in the Program, the amount of said contracts, capital raised, business closings with clients, and job creation, among others. This information will be collected by the following means:
 1. Electronic survey (Google forms).
 2. Links through the Innovation Management Platform.
 3. Follow-up meetings from Fundación Chile professionals in addition to the methods described above.

The foregoing, with the purpose of generating aggregate impact indicators of Fundación Chile direct and indirect impact on the ecosystem, and to carry out aggregate and anonymous statistical studies, which allow designing improvements in the services provided by the Platform. The disaggregated information, such as the individualization of companies, will be confidential and will be for Fundación Chile internal use only, and will be safeguarded in compliance with current data protection laws. Proponents shall periodically deliver an update on the status of the technological solutions portfolio that has already been entered. Proponents shall keep the information updated by accessing it directly through their Proponents account.

- The Proponents, to collaborate with the Ecosystem and in exchange for using the Fundación Chile Platform, agrees to deliver the information described in the previous paragraph throughout the duration of the Fundación Chile Program, and as long as the Proponents activity is consistent with the participation of the companies in its Network.
- The use of the account may not in any way violate applicable laws. This includes infringements of privacy legislation, intellectual property rights, criminal code, etc. The account may not be used in any way to promote illegal activities.

7. Account Cancellation and/or Suspension

Fundación Chile may terminate or suspend an account at any time without providing grounds, which will result in the closure of the Proponents account.

In addition, Fundación Chile may, in case the Proponents fails to comply with these terms and conditions or with the applicable law on the subject, suspend or terminate the Platform service without any prior notice, reserving the right to claim damages that such breach has caused.

8. Content for Partners

The Proponents acknowledges and agrees that Fundación Chile will deliver the information provided by him/her to its Partners, who may create or have created content and ideas that may be similar or identical to his/her solution in concept, theme, idea, format, or other aspects. The Proponents acknowledge and agree that the Partner may develop solutions on its own. The intellectual property of every solution, technology, deliverable or otherwise, shall belong exclusively to the party that has generated it. In the event that one Proponents that of another Proponent any dispute thereon, including but not limited to intellectual property, trade secret or otherwise, shall be resolved between said Proponents, without claiming liability on the part of Fundación Chile or its Partners.

During and after the course of your participation in the Fundación Chile Program, through any initiative or Challenge, the Proponents agrees NOT TO DISCLOSE through the Platform any confidential information, including:

Content and private information about partners and the partners' affiliates private information, including trade secrets that are not owned exclusively by the Proponents. Any confidential information should be disclosed after signing a Not Disclosure Agreement between the Proponents, FCH and the Partners.

9. Terms and Conditions of Use

The purpose of the Platform made available on the website is to inform Proponents about calls for each initiative, enable the formal registration for Proponents to submit their proposals, and assist in the connection between Proponents and Partners. Therefore, the fact of using the Platform and/or registering a proponent or a proposal implies the acceptance of all conditions set forth in these terms and conditions and other documents and communications related to the Fundación Chile Program.

The individuals who, on their own behalf, on behalf of several proponents of a joint proposal, or on behalf of a legal entity, creates or uses a Proponents access on the Platform, shall be referred to as "Proponents" (all of which are referred to in this document as proponents, Proponents, applicants, or participants). It will be deemed that for all purposes the Proponents acts in the name and on behalf of the participant(s) submitting the proposal(s).

If a Proponents accesses and/or uses the Platform on behalf of a legal entity, whether as an employee, consultant, or external agent of said entity, he/she declares and guarantees that he/she has the authorization to act on behalf of said company and accepts these terms and conditions, as well as all the conditions of the calls for the Challenge to which he/she is applying to. The damages that may arise from not having the afore-mentioned authorization will be borne by the Proponents. Fundación Chile may at any stage of the process request the verification of this authorization, under penalty of excluding the proposal from the process.

Fundación Chile reserves the right to modify these terms and conditions at any time without prior notice to you, and/or to make, at any time, for any reason and without prior notice, modifications and updates to the information contained in the Platform, the configuration and presentation of the Platform, and access terms and conditions without incurring any liability

Fundación Chile does not guarantee the absence of interruptions or errors in access to the Platform or its content, nor that it is updated. Fundación Chile will carry out -provided that there are no causes that make it impossible or difficult to execute, and as soon as it becomes aware of errors, disconnections, or lack of updating the contents- all efforts to correct errors, restore communication, and update the contents.

The information provided by the Proponents in the submission, will only be visible to Fundación Chile and the Partner and Partner's affiliates and/or representatives that is requesting technological solutions. It will not be available to other Proponents submitting their solutions to the same or another Challenge or initiative. Fundación Chile will share the information provided by the Proponents to each ad-hoc Partner within the framework of a specific Challenge or initiative and may also share the contact information of Proponents and companies that in Fundación Chile criteria have capabilities or offer attractive technological solutions for other Partners. The aforementioned in order to strategically promote and generate more matchmaking instances between Proponents and Partners, allowing for the generation of new business and the development of capabilities.

The Proponents must ensure that the email they provided in the registration form is enabled as a secure email address. This, in order to guarantee receipt of the notifications that will be sent by Fundación Chile, so they do not end up in the spam or junk e-mail folder.

The Proponents is solely responsible for the use and security of his/her password and all activities in connection with the account.

10. Intellectual Property

The intellectual property rights of the platform its source code, design, navigation structure, databases, and the various elements contained therein are owned by Fundación Chile, who has the exclusive rights to exploit them in any way and in particular, the rights of reproduction, distribution, public communication, and transformation. The use of this Platform does not imply in any case the transfer of these intellectual property rights to the Platform Proponents. Each Proponent must be aware of these rights and must act; accordingly, therefore, reproduction, distribution, modification, or transmission of the Platform and its contents without authorization is prohibited.

On the other hand, the information shared by the Proponents through the Platform Tailings technologies will be registered in the CRM (Customer Relationship Management), according to our privacy policies.

Fundación Chile is the owner of the industrial and intellectual property rights related to its products, services, logos, images, videos, texts, etc. Regarding the mention of products and services of third parties, Fundación Chile recognizes in favor of their owners the corresponding industrial and intellectual property rights, not their mere mention or appearance on the Web the existence of rights or any responsibility of Fundación Chile on them, nor endorsement, sponsorship, or recommendation by Fundación Chile, unless expressly stated.

The Platform provided by Fundación Chile does not grant any warranty of any kind for any type of damage that the Proponents may suffer from the information, software, applications, or any other data or work contained in the Platform.

The unauthorized use of the information contained in the Platform, its re-sale, as well as violation of Fundación Chile Intellectual or Industrial Property rights will result in the liabilities established by law.

11. Modifications and Notifications

Fundación Chile retains the exclusive right to modify, replace, supplement, and/or rectify these terms and conditions of use of the Platform and will notify Proponents by email or through a notice on the Platform, of any decision taken in this regard. Proponents must accept any such changes before continuing to use the Platform. Continued use of the Platform constitutes an act of acceptance of said modifications.

Fundación Chile may make the proper notifications through a general notice on the Platform, through the email address provided by the Proponents in the registration form, by SMS, or via regular mail to the address provided by the Proponents in the registration form. The Proponents, in turn, may send notifications to Fundación Chile using the chats, chat rooms, comments section, or other forums available within the submission Platform.

Fundación Chile reserves the right to cancel, modify, or suspend the call to any Challenge or initiative and the Program for any reason, without any compensation or obligations of any nature to the Proponents. Notwithstanding the foregoing, Fundación Chile will inform participating Proponents of any changes to those already referred to through the Platform, either by private message or through a general announcement on the site www.tailingsopencall.com.

The Proponents must immediately modify, in its Proponents account, any change related to the information registered in it and that is necessary for the correct communication between parties. In this regard, Fundación Chile will not be liable for any damages that such failure to update the information may cause.

12. Applicable Legal Regime

These Terms and Conditions, as well as the relationship between Fundación Chile and the Proponents, shall be governed by and construed in accordance with the laws of Chile. The parties agree to submit to the jurisdiction of the ordinary courts of Santiago de Chile for the interpretation, application, enforcement, resolution, or any dispute arising from these terms and conditions.

13. Authorizations

By registering in any of the initiatives such as: self-characterization of solutions, submission to the Challenges, Open Space, Portfolio Scale, as any other new initiative articulated by Fundación Chile or others in expandemineria.cl, you expressly authorize Fundación Chile to access, retain and disclose information from your account, in the following cases:

1. For the purposes of the Fundación Chile Program, in particular, to propose the registered solutions to the Partners, in order to generate a business opportunity for the innovative applicant.
2. If required by a competent authority.
3. To respond to third party claims.
4. To protect the rights, property or safety of Fundación Chile, participants, Proponents and the public.

In any case, the Proponents agree not to access or use the Platform or its services for any activity other than the purposes of the Program. The Proponents is authorized to use the services only in strict compliance with these terms and conditions, and the use of the Platform services for any other purpose is prohibited without Fundación Chile prior written consent.

14. Cookies Policy

By accepting these Terms and Conditions and by using the Platform, the Proponents agrees that Fundación Chile uses cookies to: i) identify the Proponents preferred language in order to automatically select it when the Proponents returns to the mobile application or the website; ii) analyze the traffic of the use of the Platform so that Fundación Chile can make the appropriate improvements. Please note that the Platform cannot be used without cookies. If you require additional information about Fundación Chile use of cookies, please write to us through the platform in the Q&A section.

15. Information

For more information regarding open innovation initiatives, self-characterization of solutions, application to the Challenges, Open Space, Portfolio Scale, as any other new initiative articulated by Fundación Chile, you should communicate through the same platform in the Q&A section, which is available in order to maintain the traceability of communications.

In the event that your queries correspond to the status of your submission, or any query derived from your participation in a specific Challenge or open innovation initiative, these should be channeled through the submission platform using your Proponents account.

16. Privacy notice

When you provide your submission through the Platform, you will be asked to provide some personal data (limited to your name and your contact details). FCH needs this in order to communicate with you.

FCH only needs to collect this small amount of personal data – we want to hear about your ideas, rather than your life story.

This personal data will be distributed within FCH and its Partners as part of the evaluation process described in the above Terms and Conditions and will be processed in accordance with data privacy standards of each respective company.