

TERMS & CONDITIONS

1. DEFINITIONS:

AUTHORIZATION: The free, informed and unequivocal acceptance by a candidate of the processing of their personal data for a specific purpose.

CONSENT: It is the manifestation of the will of the owner of the personal data by means of which the CONTRACTOR can carry out the processing of their personal data, and that can be recorded in physical or digital support in the terms of the Law.

CONTROLLER: Natural or legal person, responsible for decisions on the processing of personal data. It is the entity that orders the data processing.

PERSONAL DATA: means any information relating to an identified or identifiable natural person ('data subject'); An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

SENSITIVE PERSONAL DATA: Personal data on racial or ethnic origin, religious conviction, political opinion, union affiliation or organization of a religious, philosophical or political nature, data related to health or sexual life, genetic or biometric data, when linked to a natural person.

PUBLIC DATA: It is the data that is not sensitive personal data. Public data is considered, among others, data related to the marital status of people, their profession or trade and their status as a merchant or public servant. By its nature, public data may be contained, among others, in public records, public documents, gazettes and official gazettes and duly enforceable judicial decisions that are not subject to reservation.

SOURCES OF PUBLIC ACCESS: They are the databases whose consultation can be carried out by any person, with no further requirement than, where appropriate, the payment of a consideration and include remote or local means of electronic, optical and other technology communication provided that are open to general consultation; telephone directories in accordance with specific regulations; newspapers, gazettes or official gazettes, in accordance with its regulations and the social media.

THE SERVICES: They refer to the activities carried out by Truora at the request or request of its clients by means of which it automates the collection of information from Public Access Sources for presentation in a security study report and identity validation and that include: study criminal, legal and professional background; Identity validation using identity questions, facial and voice recognition.

PROCESSOR: Natural or legal person that processes personal data on behalf of the controller.

DATA PROTECTION: Standards and procedures that must be guaranteed by the distributor and the user to collect the authorization of the owner for consultation in public sources.

INFORMATION SYSTEM: Any system used to generate, send, receive, archive or process data

messages in any other way.

CANDIDATE / END USER: It is the person whose data is verified.

2. ABOUT THE PLATFORM:

TRUORA SAS (“Truora”) with address at Carrera 12 # 90-20, Bogotá, email contact@truora.com tax identification number NIT 901189979-5, portal at www.truora.com and operations in Colombia, Mexico , Brazil, Chile, Costa Rica, Argentina and other countries in Latin America; has a platform that automates the collection of information and personal data from both Public and Private Access Sources. This information is the subject of security study reports and identity validation. The information is consulted in real time from various Public Access Sources. The Service can only be provided until the Candidate's Consent, deserving of the personal data to make the query, is obtained.

3. ABOUT RESPONSIBILITY FOR THE QUALITY OF INFORMATION:

Truora is not responsible for the quality of the information delivered to its clients from Public Access Sources, since the system does not manage the information from the sources, this corresponds to each entity or source of information that is publicly displayed by those who are obliged to verify that the data they handle is pertinent, correct and updated for the purposes for which they were collected. Truora makes the best effort to present a service free of errors, but it does so without any type of guarantee on the information provided since it is an Information Processor, so each individual or legal entity must evaluate according to their hiring need, risk legal or due diligence the results obtained as Controller of the information.

4. HANDLING OF PERSONAL OR BUSINESS INFORMATION:

In order to contract the Truora Services, you must always have the express consent of the Candidate to process your data in the terms established here. Prior to conducting the search in Truora, the Controllers (legal entities or companies) clients of Truora, will be the ones who must inform the Candidates of their privacy notice and clearly indicate the purposes for which they are requesting personal data. In this way, it is the Controllers who assume full responsibility and guarantee that by using Truora they accept and guarantee that they have the data handling permits.

5. DECISION MAKING WITH THE CONSULTED INFORMATION:

Truora as a Processor with a centralization platform for the query in one place, does not respond in a contractual or extra-contractual way for the use of the generated report. We invite our clients and users to use the service responsibly. Decision-making depends on each company and person as Controller of the information. The Truora service is not responsible for the information provided or for the quality of the information provided by the Public Access

Source, nor for the final decision made based on the report issued.

6. ACCESS TO THE PLATFORM:

The Truora service has a cost for generating the centralized report with the information from Public Access Sources, which allows access to a key and password. The use of the key and password is the responsibility of the user, natural or legal person.

In Truora you can only register users with institutional emails, registration with free emails is not allowed. Users will be activated within 48 hours after successful payment of a consumption plan. The Truora user is personal and non-transferable, it can only be used by the authorized person and its use is their own responsibility. The use of the users can be limited to avoid stability problems on the platform.

7. CONFIDENTIALITY:

In the process of using the information on the platform, the confidentiality of the information must be guaranteed and we understand that there is a reasonable expectation of privacy. Although it is true the information is taken from Public Access Sources, the confidentiality of the information of the data delivered in the centralized report of Truora must be guaranteed at all times.

8. COPYRIGHT TRADEMARKS:

Truora's service is developed on a platform that is protected by copyright. The use of the service code for unauthorized purposes, as well as its API technology to develop products that compete without a prior signed agreement, is strictly prohibited. The user must ensure that both he and the contracting companies of the Services respect the economic and moral rights of Truora. The parties undertake to respect current regulations on intellectual property and copyright on the software corresponding to the Truora information system, respecting the object code and source of the application. The TRUORA brand is the property of TRUORA Fraud Prevention, and the use of this site does not transfer any right to users to use it in any way and they should refrain from using, or request the registration of similar brands in a degree of confusion to our brand.

FIRST PARAGRAPH: It is totally prohibited for the CONTRACTOR to perform reverse engineering acts or code analysis on Truora. The Contractor undertakes to make good use of the information system in accordance with good intellectual property practices. Any use or mechanism that affects the intellectual property of Truora, will give rise to the exercise of the corresponding civil, administrative and criminal actions.

SECOND PARAGRAPH: The resale of the service without express authorization of the CONTRACTOR is prohibited. For the resale of the product or a use not specified in this contract, the distributor or the platform must be notified.

The Truora Terms and Conditions may be updated or modified at any time and this situation will be informed to users on our site.

By using the system, you expressly accept its Terms and Conditions.

Both the Privacy Policies and the Comprehensive Privacy Notice of Truora are subject to the provisions of the Truora Terms and Conditions.

Last Update:

22/01/2021