

Blackwire

TERMS AND CONDITIONS

Last update: 2026

These Terms and Conditions govern access to and use of the website www.blackwire.com.co (hereinafter, the “Website”) and the technological platform Blackwire Hub (hereinafter, the “Platform”), operated by Blackwire (hereinafter, “Blackwire” or the “Company”).

By registering and contracting any of the plans offered, the User declares that they have read, understood, and fully accepted this document.

We are committed to protecting your privacy and the personal data you provide to us. For any question or request related to your data, you may contact us via email: contact@blackwire.com.co.

Before completing your registration on the Platform, it is essential that you carefully read, understand, and accept these terms and conditions, as well as Blackwire’s limitations and exclusions of liability, which include the following:

Blackwire’s primary function is solely to serve as a means of connection between the **User** and the **End Client** (as defined below), through its Platform “Blackwire Hub”, facilitating appointment scheduling and portfolio control illustration, through the purchase of a Subscription package. Blackwire is a software provider under the Software as a Service (SaaS) model. The Blackwire Hub platform allows Users to manage appointment requests. Blackwire does not provide medical, financial, or professional services and does not act as an intermediary.

Blackwire is not responsible for the accuracy or inaccuracy of the information provided by **Users** through the Platform.

Blackwire does not intervene nor advise **Users** in the selection of **End Clients**.

Blackwire has no responsibility whatsoever regarding opinions, decisions, or diagnoses made within the framework of the relationship between the **End Client** and the **User** through the Platform.

If you do not agree, partially or totally, with these Terms and Conditions, you must refrain from registering on the Platform.

1. Purpose of the Contract

a. These Terms and Conditions available at <https://www.blackwire.com.co> (hereinafter, the

“**Website**”) integrate the clauses governing the commercial relationship, and shall be understood or referred to as the “**Contract**”, which apply when Subscribers of the Product offered by Blackwire (hereinafter, the “**User**” or “**You**”), contract a service package (hereinafter, the “**Subscription Service Package**” or the “**Services**”) for the purpose of providing such Services to their **End Clients** (as defined below).

b. The scope of the Services offered as part of a Subscription Service Package is determined by the description of the Service at the time of execution of the Contract, which may be accessed at <https://www.blackwire.com.co> or as notified to you by Blackwire.

c. Blackwire provides a technological service under the Software as a Service (SaaS) model, which allows independent professionals (hereinafter, the “**User**”) to manage their agenda, facilitate appointment scheduling with their clients or patients (hereinafter, the “**End Clients**”) and view operational and administrative information regarding their professional activity.

d. “**End Clients**” (or individually, “**End Client**”) means the individual(s) who acquire the **User’s** services, and therefore the scheduling is hosted within Blackwire’s systems regardless of the channel through which such visit was managed (whether by the individual through Blackwire or another channel or directly by the **User** or their staff through any channel).

e. “**Platform**” (Blackwire Hub) is a technological solution, commercialized under the Software as a Service (SaaS) model, meaning cloud computing; consequently, it is a temporary authorization of use, which shall remain in force while you remain active within it, and under no circumstance is any right transferred other than its temporary use.

f. Blackwire acts exclusively as a provider of technological infrastructure. It does not participate in the professional, commercial, medical, or any other type of relationship that may arise between the **User** and their **End Clients**.

g. The scope of each subscription plan or package shall be determined according to the description in force at the time of contracting.

h. This document constitutes the entire agreement between the parties and replaces any prior understanding.

2. Nature of the Service and Limitation of Liability

a. Blackwire does not provide medical, legal, accounting, or professional services of any nature. Nor does it issue recommendations or intervene in diagnoses, treatments, clinical decisions, or commercial agreements between the User and the End Client.

b. The User is solely responsible for the information published on their profile, the effective provision of their services, compliance with applicable professional regulations, and the proper management of their tax and accounting obligations.

c. Blackwire shall only be liable for proven direct damages that are exclusively the consequence of technical failures attributable to the Platform, up to the limit of the value paid by the User during the last three (3) months prior to the triggering event.

d. In no event shall Blackwire be liable for loss of profits, indirect or consequential damages, loss of data caused by third parties, or interruptions resulting from force majeure or failures of third-party services.

3. User Profile

a. To use the Services, You must create a personalized profile on the Website (hereinafter, a “Profile”) linked to your account. To use the Platform, the User must create a profile with truthful, complete, and updated information.

b. Blackwire may reasonably verify the professional information provided.

c. You must not provide false or misleading information. We reserve the right to verify your identity and professional qualifications.

The **User** undertakes to provide all required information truthfully, completely, and updated. Likewise, the **User** guarantees that such information shall not be misleading, inaccurate, or fraudulent. In the event it is detected that the information provided is false, incomplete, or misleading, Blackwire reserves the right to:

- Request the immediate correction of the information provided.
- Temporarily suspend the execution of the contract until the information is rectified.
- Unilaterally terminate the contract without prior notice, in the event that the incorrect information generates significant harm.
- Claim compensation for damages caused as a consequence of false or misleading information provided by the User. The **User** shall be responsible for any damage, harm, sanction, fine, or any other legal consequence derived from the provision of false, incomplete, or misleading information.

d. You may only request the assignment of one Profile for yourself. Once your Profile has been configured, You shall be its owner and may not assign it to another person.

e. In the event relevant inconsistencies are detected, Blackwire shall notify the User and grant a reasonable period for correction before adopting suspension measures.

f. Only in cases of evident fraud or serious breach may Blackwire suspend or terminate the service immediately.

g. The Profile is personal and non-transferable.

h. You undertake to: (a) provide and keep updated clear, truthful, complete, and verifiable information in your Profile; (b) edit the information in your Profile immediately if it changes or if any inaccuracy is detected; and (c) add your availability in the software owned by Blackwire that allows you to manage your agenda and include your availability to schedule and manage appointments (the “**Agenda**”) on the Blackwire Website and keep it updated in “**Google Calendar**”.

i. You authorize Blackwire to: (i) access the linking of “**Google Calendar**” which shall be generated by You if You so prefer, in order to better maintain and manage your agenda; and (ii) create and/or update appointments using the available information.

j. **IMPORTANT:** Appointments booked through Blackwire are binding. Therefore, you must only offer appointments through Blackwire that you can maintain and attend on time. When the **User** or authorized personnel schedules an appointment according to the availability generated by the page. In case of cancellation, for any reason, if you cannot attend to the **End Client** on the agreed date and time, you undertake to inform the **End Clients** in advance through the means enabled by the Platform or, failing that, through another direct and effective communication method.

4. Appointment Management

a. Appointments managed through the Platform shall be binding once accepted by the **User**.

b. The **User** may accept, reject, or propose rescheduling within the timeframes established on the Platform.

c. Blackwire shall send automatic notifications and reminders, without guaranteeing their effective reading or receipt by the **End Client**.

d. The **User** is responsible for informing cancellations as far in advance as possible.

e. **IMPORTANT:** When the **User** or authorized personnel schedules an appointment according to the availability generated by the page, it is sent by email to the **End Client** and included in their calendar in the “**Agenda**” section. When **End Clients** request a New Appointment or wish to Reschedule, it shall be carried out according to the availability generated by the page offering three available dates or time slots, through a link that will be sent to the End Client’s email. The User shall receive an appointment/event request in “Pending to Process” status. You are the one who “Accepts” or “Rejects” the appointment through the “**Appointment Request Inbox**”, not the **End Client**. In case of accepting the request, it shall be reflected in your “**Agenda**” and subsequently the updated appointment request status shall be notified to the **End Client** by means of the email contact@blackwire.com.co. Likewise, an appointment reminder shall be sent to the **End Client** between 11:00 and 14:00 UTC-5 on the day prior to the assigned appointment, through the email contact@blackwire.com.co, with three possible statuses (Confirm, Reschedule or Cancel). In case of cancellation, for any reason, if you cannot attend the **End Client** on the agreed date and time, you undertake to inform the **End Clients** in advance through the means enabled by the Platform or, failing that, through another direct and effective communication method. This notification must be made as far in advance as possible, in order to avoid harm to the **End Client** and allow the timely rescheduling of the appointment.

5. Integration with Google and Third-Party Services

- a. By contracting a Subscription Service Package, the **User** requests Blackwire to (i) create and manage an account with the data stored in their Profile, or (ii) manage an existing Google account, on behalf and for the account of the **User**. At all times, the **User** is the owner of the account (the “Google Account”), which may be managed by Blackwire Hub.
- b. The User may authorize integration with Google Calendar.
- c. Google shall act as an independent data controller.
- d. To create and manage **Google Calendar**, the **User** must have or create a Google account. The User shall fully retain ownership of their Google account; Blackwire Hub only adds or updates Agenda information both on the Platform and in Google Calendar.
- e. In the event changes occur in the Agenda of the User’s profile, Blackwire may replicate them in Google Calendar. However, when creating and updating the Google Account, Blackwire acts as a mere service provider for the **User**. In this regard, You shall always be solely responsible for the Google Account, releasing Blackwire from any third-party claim in relation to it.
- f. Blackwire is not responsible for policies, changes, or decisions adopted by third parties.
- g. The management by Blackwire Hub of the Google Account does not include the management of reviews. Reviews on the Google Account are also not related to the opinions published on <https://www.blackwire.com.co>. We are not authorized to verify Google reviews nor are we responsible for them in any manner; therefore, the **User** must contact Google directly for any complaint or objection.
- i. The **User** acknowledges that the creation of the Google Account (i) implies a transfer of personal data to Google, which shall act as an independent controller of such data, (ii) may involve an international transfer of data to Google affiliates in the United States, and (iii) is governed by the applicable Google terms that must be carefully read by the **User** prior to the execution of this Contract (as of the date of the Contract, the indicated terms are available here: <https://policies.google.com/privacy>). Likewise, verify any update and/or modification made by such third party.
- j. Upon termination of the Contract, the User shall retain full ownership of their Google account.

Paragraph: The parties acknowledge and agree that this activity is optional, as it may be carried out directly by the User.

6. Subscription Service Package

- a. You may find descriptions of each Subscription and its characteristics on our Website, and we will explain which options are available to you when you create a Blackwire account. Subject to these paid subscription Terms, Users who purchase a Subscription may access such Subscription for their own personal use from the moment they correctly submit their payment details to Blackwire or to the corresponding third party, and complete the payment process.

- b. Subscriptions include, among others, subscriptions under the brand Blackwire Basic (“**Basic**”), Blackwire Standard (“**Standard**”), the Blackwire Premium plan (“**Premium**”). Blackwire offers the following plans: • Blackwire Basic – USD \$19/month • Blackwire Standard – USD \$39/month • Blackwire Premium – USD \$99/month. The specific characteristics of each plan are described on the official website and may be modified with prior notice.
- c. From time to time, we may also offer special promotional plans, content, or memberships, including offers of third-party products or services in conjunction with or through the Blackwire Service. We are not responsible for the products or services provided by such third parties.
- d. We reserve the right to modify the features and content we provide as part of our Subscriptions from time to time and for any reason.
- e. A Subscription may be withdrawn or suspended in whole or in part, at any time and for any reason. After such time, Blackwire shall not be obligated to maintain or allow any subsequent access to these paid Subscriptions.

7. Prices and Payments

- a. Access to the Platform is carried out through prepaid subscription. Payments are processed by Lemon Squeezy as Merchant of Record. Blackwire does not store financial information nor process payments from End Clients.
- b. The service is provided under a prepaid subscription model.
- c. The **User** agrees that advance monthly payments shall be made for each Prepayment Period, which may be monthly or another recurring interval informed prior to purchase (“**Prepayment Period**”).
- d. Prices shall be informed at the time of contracting.
- e. Payment for the Services may be made by credit or debit card.
- f. Blackwire shall charge **You** the prices communicated at the time of execution of the Contract. In the event of renewal of the Contract, the prices of the Subscription Service Package in force at the time of renewal between the parties shall apply. Blackwire reserves the right to increase the price charged to You upon prior notice through the Website. Subscriptions are prepaid and non-refundable (Return and Refund Policy*).
- g. Blackwire may modify fees with a minimum prior notice of thirty (30) calendar days.
- h. The User may terminate the contract prior to the entry into force of the new price.
- i. Delay in payment exceeding fourteen (14) days may result in temporary suspension of the service.
- j. In case of default in payment by the **User**, Blackwire may demand reimbursement of costs incurred for the recovery of outstanding amounts, including, but not limited to, administrative expenses, collection fees, and judicial or extrajudicial costs, in accordance with applicable regulations.

k. In the event of delay in payment of all or part of the amounts owed to Blackwire affecting two (2) consecutive Prepayment Periods during the term of the Contract, Blackwire shall have the right to terminate the Contract early, without prior notice, with immediate effect due to breach by the **User**.

l. A delay in payment of all or part of the cost of the Service of at least 14 (fourteen) days may result in blocking access to all Services. Blocking access to all Services does not exempt the **User** from paying the remuneration due for the duration of the blocking.

m. Blocking of the service does not exempt the User from payment of amounts already accrued.

n. All payments shall first be applied to interest and then to principal owed on overdue invoices of the **User**, from the oldest to the most recent, in favor of Blackwire under any title or legal relationship.

o. Blackwire does not process payments between the User and the End Client.

8. Billing Functionality

a. Blackwire does not have a payment gateway for Users to charge their End Clients. The Lemon Squeazy platform shall be used exclusively for payment of subscription to the products provided by Blackwire.

b. The “**Invoices**” module is an informational and visualization tool. It does not constitute an official accounting document nor replace tax obligations.

c. The functionality of the “**Invoices**” segment is solely an illustrative service for data collection and consequently to generate a “**Dashboard**” that helps the **User** track the capacity of their business at an accounting level (it is not an accounting or financial document), volume of products and/or services offered, volume of new and attended **End Clients** by days and months.

d. **You** manage your payment methods for products and/or services offered to your **End Clients** completely independently from the Blackwire platform or website.

e. Blackwire does not commercialize prohibited products, does not facilitate illegal content, does not process payments between third parties, and does not participate in regulated activities such as financial services, direct medical services, or custody of funds.

9. Personal Data Protection

a. Blackwire acts as Data Processor with respect to personal data of End Clients when such data is uploaded by the User.

b. The **User** acts as Data Controller and guarantees having valid authorization and consent from their **End Clients** and complying with applicable regulations in their jurisdiction.

c. Blackwire implements reasonable technical, administrative, and organizational measures to protect information, including: encryption of data in transit and at rest, access controls, and security monitoring. This is detailed in the Blackwire Privacy Policy.

d. In the event of a security incident compromising personal data, Blackwire shall notify the User within a reasonable period.

e. International data transfers are carried out under appropriate legal mechanisms.

f. To the maximum extent permitted by law, Blackwire shall not be liable for indirect damages, loss of profits, loss of data, business interruptions, or conflicts between **User** and **End Client**. The total cumulative liability shall not exceed the amount paid by the **User** during the last three (3) months.

g. Blackwire may update its Privacy Policy by previously informing substantial changes.

10. Intellectual Property

a. This is a Contract for access to and use of the Services. By accepting these Terms and Conditions and using the Services, You are not granted a license nor intellectual property rights over any software or content. Blackwire (together with its affiliates, where applicable) retains all intellectual property rights over the Services, the Agenda (“Booking Calendar”), the application in which the Services are provided, the underlying software and source code, and any other products or services provided under this Contract, as well as any published object created by Blackwire or its employees or published on www.blackwire.com.co or on the Blackwire Platform or owned by Blackwire; duplication, sale, rental, leasing, licensing, distribution, creation of derivative works and/or other types of use are prohibited without the express written consent of Blackwire.

b. All software, design, source code, structure, and Blackwire and Blackwire Hub brand are the exclusive property of Blackwire. The **User** receives only a limited, non-exclusive, and revocable license while their subscription is active.

c. Copyright of objects created by Blackwire or its employees or published on the Website or on the Blackwire mobile application are the property of Blackwire. Duplication and/or use of graphics, sound documents, video sequences, and texts in other electronic or printed publications is not permitted without the express written consent of Blackwire.

d. A limited, non-exclusive, and revocable license is granted to the **User** to use the Platform during the term of the contract.

d. By writing on the Website responses to questions and inquiries made by individuals and, therefore, publishing content on Blackwire, **You** grant in favor of Blackwire a worldwide, non-exclusive, royalty-free, and transferable license (with the right to sublicense) to use, reproduce, distribute, create derivative works from, display, and perform such Content in connection with the provision of the Services and the operation of the Service and Blackwire’s business, including without limitation for promotion and redistribution of all or part of the Service (and its derivative works) in any format and through any communication channel.

e. Integration of content protected by copyright (for example, texts) is not permitted if the necessary rights of use from the rights holder are not available.

f. If you wish to provide information about third parties, for example, your staff or professional team, you must ensure that the affected parties agree to the corresponding publication of the information and use of photos and, in particular, that you have an adequate legitimate basis in data protection matters to publish such information. The Company may require corresponding proof at any time.

g. We reserve the right to remove inappropriate content or links, or content or links that do not align with our brand, legitimate commercial interests, or reputation.

11. Termination

a. The **User** may cancel their subscription at any time, without prejudice to amounts already accrued.

b. Blackwire may terminate the contract due to serious breach, fraudulent use of the Platform and/or repeated default.

c. In case of termination, the **User** may request export of their data within thirty (30) days following termination.

By registering and using the Platform, the User declares acceptance of these Terms and Conditions.

Blackwire

PRIVACY POLICY AND PERSONAL DATA PROCESSING

Last update: 2026

The present Privacy Policy regulates the processing of personal data collected through the website www.blackwire.com.co and the technological platform Blackwire Hub (hereinafter, the “**Platform**”), operated by Blackwire (hereinafter, “**Blackwire**” or the “**Company**”). This document is adopted in compliance with applicable international data protection principles.

This Privacy Policy establishes the terms under which the information provided by its **Users** and **End Clients** is used and protected when using the Website and Platform. Blackwire is committed to the security of data of its **Users** and **End Clients**. When we request that you fill in personal information fields by which You may be identified, we do so ensuring that it will only be used in accordance with the terms of this document. However, this Privacy Policy may change over time or be updated; any update of this information shall be notified via email.

1. Identification of the Data Controller

Corporate name: Blackwire

Contact email: contact@blackwire.com.co

Website: www.blackwire.com.co

Blackwire acts as Data Controller with respect to personal data of its **Users** (Subscribers) and as Data Processor with respect to personal data that Users upload onto the Platform about their End Clients.

2. Governing Principles

Our website may collect personal information such as: Name, contact information such as your email address, and demographic information. Likewise, when necessary, specific information may be required to process an appointment or issue proof of payment of the **End Client**. All personally identifiable information collected from **End Clients** that may directly or indirectly identify a specific person, including names, identification numbers, addresses, emails, telephone numbers, IP address, are completely encrypted and secure in “**Data at rest**”; they are encrypted in transit and at rest; when they reach the database they remain encrypted.

Our website uses the information in order to provide the best possible service, particularly to maintain a record of **Users**, of orders where applicable, and to improve our products and services. Periodic emails may be sent through our site with special offers, new products, and other advertising information that we consider relevant to you or that may provide some benefit; these emails shall be sent to the address you provide.

a. Blackwire guarantees that the processing of personal data shall be carried out under the principles of: legality, purpose limitation, freedom, accuracy or quality, transparency, restricted access and circulation, security, confidentiality, and demonstrated responsibility (Accountability).

b. The Company adopts a risk-based management approach in data protection matters.

3. Categories of Data Processed

a. User data such as: Full name, identification document, professional and academic information, contact information, billing information, authentication data and encrypted credentials, IP address, access logs, and technical metadata.

b. End Client data (uploaded by the User) such as: Full name, identification document, contact data, information related to appointments, and additional information entered by the User.

c. Blackwire does not directly request sensitive data from End Clients. In the event that the User registers information related to health or other sensitive data: The **User** declares having express and informed authorization from the Data Subject and Blackwire shall act solely as Data Processor.

d. Blackwire does not deliberately collect financial card information or sensitive data unless the **User** uploads it under their own responsibility.

4. Purposes of Processing

a. Data shall be processed to execute the SaaS contract, manage subscriptions, send operational notifications, improve platform functionality, comply with legal obligations, respond to support requests, prevent fraud and abuse.

b. With respect to Users: contractual management and service provision, subscription and billing administration, technical support, IT security and fraud prevention, compliance with legal obligations, and sending commercial communications where authorization exists.

c. With respect to End Clients: agenda and appointment management, sending automatic reminders, secure storage of operational information, generation of reports and internal metrics for the User.

d. Blackwire does not commercialize databases nor use End Client information for its own purposes other than technological service provision.

5. Legal Bases for Processing

a. Processing is based on authorization granted by the Data Subject (**User**), execution of contract, compliance with legal obligation, and legitimate interest in ensuring security and continuity of the service.

b. Blackwire may use external technological providers for hosting, transactional email, Cloud infrastructure, and payment processing (for example, Lemon Squeezy). All subprocessors shall be subject to contractual confidentiality and security obligations.

6. Rights of Data Subjects

a. Data Subjects may know, update, and rectify their data, request proof of authorization, request deletion when applicable, revoke authorization where no legal or contractual duty exists, and file complaints before the relevant jurisdiction.

b. Requests for consultation shall have a maximum response time of 10 business days and claims shall have a maximum response time of 15 business days. Requests must be sent to contact@blackwire.com.co.

7. Information Security Measures, Retention and Deletion

a. Blackwire implements a security management system that includes: TLS 1.2 encryption or higher, encryption of data at rest (AES or equivalent standard), role-based access control (RBAC), secure authentication, event logging and monitoring (logs), periodic backups, environment segmentation (production/testing), confidentiality agreements with employees and contractors, periodic vulnerability assessments. Nevertheless, no system is absolutely invulnerable.

b. Data shall be retained during the term of the contractual relationship, for the time required by legal obligations, and until the Data Subject requests deletion where applicable.

c. After termination of the contract, the **User** may request export of their information within thirty (30) calendar days thereafter. Subsequently, the information may be anonymized or securely deleted.

8. Security Incident Management

Blackwire has an internal incident management protocol that includes: detection and containment, impact assessment, notification to affected Users when required, documentation of the incident, and implementation of corrective measures.

9. Responsibility of the User as Data Controller

a. When the **User** incorporates **End Client** data, the **User** acts as Data Controller, therefore must have valid authorization and consent from the **End Client**, must properly inform **End Clients**, and comply with applicable regulations.

b. The User shall hold Blackwire harmless from claims derived from their non-compliance in data protection matters.

c. The Platform is not directed to minors under 18 years of age.

d. If improper processing is detected, immediate deletion shall proceed.

10. Limitation of Liability

Blackwire shall only be liable for proven direct damages arising from verified breach of its obligations as Data Processor or Data Controller, up to the limit of the amount effectively paid by the User during the last three (3) months prior to the triggering event.

In no event shall Blackwire be liable for loss of profits, indirect or consequential damages, actions of the **User** as Data Controller, force majeure events, or acts of third parties.

11. Governance and Compliance

Blackwire adopts a compliance approach based on documented internal policies, assignment of an internal data protection responsible party, periodic training, risk assessment, and continuous improvement.

12. Modifications

a. Blackwire may update this Policy when necessary due to regulatory changes, operational improvements, or security adjustments.

b. When changes are substantial, Users shall be previously notified by email or notice on the Platform or directly through the Blackwire Website.

13. Validity

This Policy is effective as of its publication and shall remain in force while Blackwire processes personal data.

By using the Platform, the User declares having read, understood, and accepted this Privacy Policy.

Blackwire

RETURN AND REFUND POLICY

Last update: 2026

1. Nature of the Service

Blackwire offers a digital service under the Software as a Service (SaaS) model, accessible immediately after payment.

Since this involves non-tangible digital content, specific refund rules apply.

2. General Refund Policy

a. Except for mandatory legal provisions, Blackwire does not issue refunds for partial periods already used.

b. Subscriptions are prepaid and non-refundable.

3. Cancellation by the User

a. The **User** may cancel at any time from their subscription panel.

b. Cancellation prevents future renewals and does not generate refund of the current period.

4. Exceptions

Refund may only be evaluated when there is proven double charge, technical error exclusively attributable to Blackwire, and mandatory legal requirement.

5. Payment Processing

a. Payments are managed by Lemon Squeezy as Merchant of Record.

b. In the event of disputes or chargebacks, Blackwire may suspend the account, shall provide contractual documentation to the processor, and the User shall assume administrative costs derived from fraudulent disputes.

6. Promotional Plans

Promotional discounts or free trials may be subject to specific conditions indicated at the time of purchase.

7. International Compliance

For Users located in jurisdictions with mandatory right of withdrawal, the corresponding mandatory regulations shall apply, unless the User has expressly accepted the immediate commencement of the digital service.

By using the Platform, the User declares having read, understood, and accepted this Return and Refund Policy.