

## TERMS AND CONDITIONS

Users are informed that the following Terms and Conditions apply to them for the simple use or access to any of the pages, web and mobile applications, software and, in general, that make up the [www.virtrinsoftware.com](http://www.virtrinsoftware.com) Portal (hereinafter and, jointly and interchangeably, the "Portal"), so we will understand that you accept and agree to enforce them. **If you do not agree to the Terms and Conditions you must refrain from accessing or using the Portal.**

VIRTRIN SOFTWARE S.A. DE C.V. and/or its subsidiaries, controllers, related and affiliated parties (hereinafter and, jointly and without regard, the "Company") reserve the right to modify the content of the Portal at its discretion at any time, without prior notice.

The User, understood as the person who makes the use or accesses the Portal, through computer equipment and/or any communication equipment or device (hereinafter the "User"), agrees not to use devices, software, or any other means aimed at interfering both in the activities and/or operations of the Portal, in the databases and/or information contained therein.

**1. USE AND RESTRICTIONS.** Access to or use of the Portal express the Full and unreserved adherence of the User to these Terms and Conditions. Through the Portal, the User will be served, contracted and/or used various services and content (the "Services and Contents"), made available by the Company. The Company shall have the right to deny, restrict or condition the User access to the Portal, in whole or in part, in its sole discretion, as well as to modify the Services and Contents of the Portal at any time and without prior notice.

The User acknowledges that not all Services and Content are available in all geographic areas and that some Services and Content may be used only after their prior contracting, activation, or registration by the User and/or by paying for them. The Company does not guarantee the availability and continuity of the operation of the Portal and the Services and Contents, nor the usefulness of the Portal or the Services and Content in relation to any specific activity, regardless of the means of access used by the User. The Company shall not be liable for any damage or loss of any kind that may be caused by the unavailability or continuity of operation of the Portal and/or the Services and Contents.

The use of the Services and Contents on the Portal is the sole responsibility of the User, who in any case must use them according to the functionalities allowed on the Portal itself and the authorized uses in these Terms and Conditions, so the User undertakes to use them in such a way that they do not contravene good customs, the rights of third parties, the rules of use and coexistence on the Internet, the laws of the United Mexican States and, the legislation in force in the country in which the User is when accessing the Portal and using the Services and Contents. The Portal

is for the individual use of the User so it will not be able to market the Services and Contents in any way.

**2. RESTRICTIONS.** The User does not have the right to place hyperlinks within the Portal, to use the links of the Portal, nor the right to place or use the Services and Contents on their own or third-party sites or pages without the prior written permission of the Company. The User may not prevent any other User from using the Portal or the Services and Contents.

**3. INTELLECTUAL PROPERTY.** The intellectual property, industrial property rights in respect of the Services and Contents, the distinctive signs and domains of the Pages or the Portal, as well as the rights of use and exploitation thereon, including but not limited to their disclosure, publication, reproduction, distribution and transformation, are the exclusive property of the Company. The User does not acquire any intellectual and/or industrial property rights for the simple use or access of the Services and Contents of the Portal and, at no time, such use will be considered as an authorization or license to use the Services and Content for purposes other than those contemplated in these Terms and Conditions.

**4. INTELLECTUAL PROPERTY OF THIRD PARTIES.** The User agrees that the provisions set forth in Article 3 above with respect to the ownership of the Company's rights, also apply to the rights of third parties with respect to the Services and Contents of the Pages, domains or information presented or linked to the Portal.

**5. QUALITY OF THE SERVICES AND CONTENT AND ITS WARRANTIES.** Neither the Company, nor its suppliers or business partners, shall be liable for any damage or damage suffered by the User as a result of inaccuracies, inquiries made, advice, typographical errors and changes or improvements that are made periodically to the Services and Contents. The recommendations and advice obtained through the Portal are of a general nature, so they should not be taken into account in the adoption of personal or professional decisions. To do this, an appropriate professional should be consulted who can advise the User according to their specific needs.

The Company offers the Services and Content with a commercially reasonable level of competence and diligence; however, it does not offer any warranty in connection with them. The Portal is provided by the Company "as is" and "as available". The Company does not represent any representations or warranties of any kind, express or implied, in connection with the operation of the Portal, information, content, materials or products included. The User expressly agrees that the use of the Portal is at his/her own risk. The Company reserves the right to remove or delete any information from the Portal, at any time, in its sole discretion. Neither the Company nor its suppliers or distributors provide specific warranties about the Services and Content; Company excludes all warranties to the extent permitted by applicable law.

In accordance with the Terms and Conditions, the Company assumes or assumes no responsibility to any person, arising out of or that may arise from the Services and Content, navigation on the Portal, inquiries, clarifications and/or any other kind of response granted by the Company by any means of communication.

The User undertakes to leave the Company, its shareholders, subsidiaries, affiliates, officers, directors, employees, advisors, proxy, representatives and/or any person related thereon to any liability that may be attributed under and/or in connection with the Portal, the provision of the Services and Content or any other derived from these Terms and Conditions.

The User understands and agrees that the Company will be limited by liability of any kind, in all cases, to the amount paid in consideration for the Services and Content.

**5.1 RETURNS AND CANCELLATIONS.** For the security of Users, at any time they may cancel the Services and Content they purchase on the Portal, in their sole discretion and without liability.

The User acknowledges that charges made to debit or credit cards, on the Services and Contents, will not be refunded and that, when making such payments, it is subject to the Terms and Conditions of the service providers related to such payments.

**6. GOODS AND SERVICES OF LINKED THIRD PARTIES.** The fact that information is offered on the Portal or on other linked or linked sites does not imply the recommendation, warranty, sponsorship, or approval by the Company regarding such information, goods and/or services. The availability of goods and/or services offered by third parties or by linked or linked sites is not the responsibility of the Company. Pursuant to the foregoing, the Company shall not be liable to any authority of any kind, for any matter relating to the sale, consumption, distribution, delivery, availability, or provision with respect to any of the goods and/or services offered by third parties or by sites linked or linked through the Portal.

With respect to the Services and Content provided by third parties within or through links to the Portal (such as links, banners, and buttons), the Company is limited exclusively, for the Convenience of the User, to: (i) inform the User about them and, (ii) to provide a means to contact the User with suppliers or sellers. The products and/or services that are marketed within the Portal and/or on the linked third party sites are provided by independent merchants and shall not be understood in any case that are the responsibility of the Company. There is no employment relationship, association or partnership, between the Company and such third parties. Any advice, advice, statement, information, and content of the pages of linked third parties or within the Portal represent the opinions and judgments of such third party, consequently, the Company will not be responsible for any damages suffered by the User as a result of them.

**7. CONFIDENTIALITY.** The Company undertakes to keep confidential the information it receives from the User that is of such character in accordance with the legal provisions applicable in the United Mexican States; Company assumes no obligation to keep confidential any other information provided to it by the User.

**8. USE OF NON-CONFIDENTIAL INFORMATION.** By using the Portal, the User authorizes the Company, in a more non-limiting way, to use, publish, reproduce, disclose, publicly communicate, and transmit non-confidential information, in terms of the provisions of the Federal Law on the Protection of Personal Data in Possession of Individuals, in the Federal Copyright Law, in the Federal Law on Consumer Protection and in any other applicable in Mexican law.

**9. COOKIES.** The User who has access to the Portal, agrees to receive files transmitted to them by the Company's servers. A "Cookie" is a data file that is stored on the hard drive of the User's computer when the User accesses the Portal. Such files may contain information such as identification provided by the User or information to track the pages that the User has visited. A Cookie may not read the data or information from the User's hard drive or read Cookies created by other sites or pages.

Generally, Cookies are automatically accepted, the User can change the settings of his browser at any time. If the User decides to refuse Cookies, certain sections of the Portal may not have their optimal functioning or may not even work at all.

**10. PERSONAL DATA PRIVACY NOTICE.** All information collected by the Company is treated with absolute confidentiality in accordance with the legal provisions applicable in Mexican law.

**11. ACCESS KEYS.** At all times, the User is solely and finally responsible for keeping secret the access keys that he/she may have and with which he/she has access to certain Services and Contents of the Portal.

**12. MODIFICATIONS.** The Company shall have the right to modify, at any time, the Terms and Conditions, without prior notice and/or consent of the User. Consequently, the User must carefully read the Terms and Conditions each time he/she intends to use the Portal. Certain Services and Content offered to Users on and/or through the Portal are subject to particular conditions of their own that supersede, complete and/or modify these Terms and Conditions. Consequently, the User must also carefully read the corresponding conditions before accessing any of the Services and Contents.

**13. APPLICABLE LAWS AND JURISDICTION.** For the interpretation, compliance and execution of these Terms and Conditions, the User agrees that the Federal Laws of the United Mexican States and competent the courts of Monclova Coahuila de

Zaragoza will apply, expressly waiving any other jurisdiction or jurisdiction that may correspond to them due to their present or future domiciles or for any other reason.

**14. CONTACT.** The User may contact, at any time, the staff of the Company for any clarification, comment, doubt and/or suggestion related to the Services and Contents, with the Portal and/or with these Terms and Conditions in [info@virtrinsoftware.com](mailto:info@virtrinsoftware.com).