

## Terms and Conditions of Use

This agreement describes the terms and conditions applicable to the use of the services offered by Singular Multimedia, S. de R.L de C.V. (hereinafter called: "Find\_in\_Mexico ") within the site [www.findinmexico.com](http://www.findinmexico.com) (hereinafter, the "Site"). Anyone wishing to access and / or use the site or services may do so by submitting to the Terms and Conditions of Use, along with all other policies and principles governing the Site.

Anyone who does not accept these general terms and conditions must refrain from using the site and / or services.

By accessing and / or using the Services, the User implies the express acceptance of the Terms and Conditions of Use, as well as the privacy notice placed at your disposal on this site.

### Capacity

The Services are available only to persons having legal capacity to contract. Persons who do not have that capacity, minors or Users of the Site who have been suspended temporarily or permanently disabled will not be able to utilize the services. When joining as a Company, you must have the capacity to contract on its behalf in the terms of this Agreement.

### License

By virtue of the conclusion of this agreement, Find\_in\_mexico grants the user the right to non-exclusive, revocable and non-transferable of viewing and utilizing the site in accordance with the Terms and Conditions of Use stipulating herein. For the purposes of this agreement, the parties agree that User shall be understood to be any person of any nature that enters the Site and / or any of the sub-pages that display content and / or any person of any nature that registers and / or uses any of the services offered through such page.

The user may only print and / or copy any information contained or published on the Site exclusively for personal use, commercial use of such information is strictly prohibited. In the event of being a legal person, he/ or she will be subjected to the decree of the Federal Law of Copyright under article 148, section IV.

The reprint, publication, distribution, assignment, sub-license, sale, electronic reproduction or by other means, partial or total, of any information, document or graphic that appears in the Site, used for any use other than personal non-commercial, is expressly forbidden to the user, unless the user has prior authorization and in writing of Find\_in Mexico.

## **Privacy Information**

Find\_in\_México receives personal Data of the users in order to provide the most high-quality Services. Your personal information is processed and stored on servers or magnetic media that are protected by technology as well as by physical means, and maintain high-security standards. For more information about the privacy of Personal Data, consult our Privacy Notice.

By visiting and/or using our services you accepting the terms of this privacy notice.

## **Privacy of Other Users**

If we provide information to you about another user, you agree to use this information only for the purposes for the which it was granted unto you. You can not disclose, sell, rent, lease, rent out or distribute information of a user to third parties for purposes unrelated to the Services. Also, you can not use that information for electronic marketing or in any other way, unless you obtain the consent of the specific user to do so.

## **Use/access**

In connection with the use or access to the Services it is forbidden to:

- Distribute or post spam, massive or unsolicited electronic communications, chain letters or pyramid schemes.
- Distribute viruses or other technologies that could harm us or damage the interests or the property of the users.
- Utilize robots, web spiders, site scrapers, data mining tools, or tools to obtain or extract information, or other automated means in order to gain access to our Services for any reason, except with the express authorization by Find\_in\_Mexico.
- Commercialize any of our applications or any information or software related to such application, except with the express authorization by Find\_in\_México
- Gather or collect by any means information about users without their consent
- Avoid any technical measure that we utilize to provide the Services.

## **Publication of goods and/or services.**

The User must offer to sale, the goods and/or services under the appropriate categories and subcategories. The Publications may include descriptive texts, graphics, photographs and other content and pertinent conditions for the sale of the good or the contracting of the service, as long as they do not violate any provision of this agreement or other policies of Find\_in\_Mexico. The product offered by the User must be exactly described, according to their conditions and relevant characteristics. It is established that the published prices of the products must be expressed with VAT included when the implementation is appropriate thereof and in the currency of the legal tender. It is hereby expressly established that any

description will not be able to contain personal data or contact information. You will not be able to advertise other means of payments, different from those utilized by Find\_in\_Mexico.

### **Content provided by the User**

By providing content through the use of our Services, you grant us the non-exclusive right, worldwide, perpetual, irrevocable, and free of charge to exercise all Intellectual Property Rights you have over such content in relation to our provision, expansion, and promotion of The Services, through any known medium or to be developed in the future. In addition, to the maximum extent permitted by applicable law, you waive your right to take actions against Find\_in\_Mexico in regards to your Intellectual Property Rights regarding such content in connection with the usage we give to such content.

You declare and guarantee that, you are the proprietor of all the content you provide or otherwise have the necessary control over their rights to do so and to comply with the obligations set forth in these Terms and Conditions of Use, that such content is correct, that the use of such content by us and our users, in compliance with these Conditions of use, does not infringe nor will infringe Intellectual Property Rights of third parties. Find\_in\_Mexico will not be responsible nor shall assume responsibility for the content provided by you or any third party.

### **Forbidden Items**

Only those whose sale is not found tacit or expressly prohibited in the Terms and Conditions of Use and other policies of Find\_in\_Mexico or by applicable law, may be entered on the lists of products and/or services offered.

### **User Conduct**

The User is responsible for the publications made through his/or her account, therefore, it is prohibited to utilize the site or it's content: for any illegal purpose, to solicit others to perform or participate in any illegal act, to violate regulations, international, federal and local laws or ordinance, for any act of terrorism, to infringe or violate our intellectual property rights or the intellectual property rights of third parties, to harass, abuse, insult, harm, defame, malign, discredit, intimidate or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin or disability, to present false or misleading information, for any obscene or immoral purpose, or to interfere with or elude the security devices of the Services. We reserve the right to cancel use of the Service for violating any of the above.

### **Intellectual Property. Links**

The contents of the screens related to The services of Find\_in\_México as well as programs, databases, networks, files that allow the user to access and use their Account, are owned by Find\_in\_México and they are protected by the laws and the international treaties of copyright, trademarks, patents, models and industrial designs. Misuse and total or partial reproduction of such contents are prohibited unless expressly authorized and in writing by Findinmexico.

The Site may contain links to other websites which does not indicate that those are owned or operated by Find\_in\_México. By virtue of that Find\_in\_Mexico has no control over such sites, will NOT be responsible for the contents, materials, actions and/or services provided by them, nor for any damages or losses caused by the use thereof, either caused directly or indirectly. The presence of links to other websites does not imply a partnership, relationship, endorsement or approval by Find\_in\_México of such sites and their contents.

### **Intellectual Property Protection.**

inFind\_in\_México reserves the right to take all measures that it deems appropriate, as described in the Privacy Notice. In the event that Find\_in\_Mexico suspect that an illicit or an infringing activity of the intellectual or industrial property rights is being committed or that has been committed.

### **Brands**

The commercial image and trademarks of Find\_in\_México shall not be used in connection with any product or service that does not belong to Find\_in\_México, nor in any manner that is likely to cause confusion among the users or that disparages or discredits Find\_in\_México. All other trademarks that are not owned by Find\_in\_Mexico and that appear included or are available through the Services of Find\_in\_Mexico belong to their respective proprietors, who may or may not be affiliated or related in any way with Find\_in\_Mexico.

### **Violations of the System or the Databases**

No action or use of device, software, or other means tending to interfere with the databases or activities of Find\_in\_Mexico is not permitted. Any interference, attempt or activity that violates or is contrary to the laws about the intellectual property rights and/or the prohibitions stipulated in this agreement, shall make the responsible person creditor of the pertinent legal actions and the sanctions contemplated by this agreement, as well as to indemnify for the damages caused.

### **Sanctions. Cancellation of Operations**

Without prejudice to other measures, Find\_in\_México may warn, temporarily suspend or permanently disable a User Account or a publication, initiate actions it deems appropriate and/or suspend the provisions of its Services if any law is broken, or any of the stipulations of the Terms and Conditions of Use and other policies of Find\_in\_México.

In the event of the suspension of a user, either temporarily or definitive all of his/or her publications will be removed from the site.

### **Rates**

Find\_in\_México will establish rates for their services and will reserve the right to modify, change, add, or delete the current rates at any time, which will be notified to Users.

## **System failures**

Find\_in\_México will not be responsible for any damage, harm or loss to the User caused by failures in the system, server or the Internet. Neither would Find\_in\_México be responsible for any viruses that could infect the User's equipment because of access, use or test of their website or as a result of any transferred data, files, images, text or audio contained therein. the Users can NOT impute any responsibility to or demand payment from Find\_in\_Mexico, by virtue of harm resulting from technical difficulties or failures in the systems or the Internet. Find\_in\_México does not guarantee continuous or uninterrupted access to its site. The system may eventually not be available due to technical difficulties or Internet failures, or any other circumstance beyond Find\_in\_México; in such cases, the restoring will be ensured as quickly as possible without attributing any kind of responsibility.

## **Compensation**

The User accepts to indemnify and hold Find\_in\_México (Including its directors, managers, officials, representatives, agents and employees) harmless from any claim or lawsuit (including reasonable attorneys' fees) formulated by any User and/or third party for any infringement to the Terms and Conditions of Use and other Annexes and Policies that are understood to be incorporated hereby, and/or any law and/or third party rights.

For this purpose, the User authorizes Find\_in\_México to intervene and represent them in such claims or lawsuits, being able to reach agreements without limitation, on their behalf and representation.

## **Responsibility**

Find\_in\_Mexico only provides the Users a virtual space that allows them to communicate through the Internet to find a contact form, sell or to buy goods and / or services. Find\_in\_mexico is not the proprietor of the items offered, does not have possession of them or offer them for sale. Find\_in\_Mexico does not intervene in the improvement of the operation performed among the Users nor in the conditions stipulated by them therein, therefore it will not be responsible regarding the existence, quality, quantity, condition, integrity or legitimacy of the goods offered, alienated or acquired by the Users, as well as in the capacity to hire Users or the veracity of the Personal Data entered by them. Each User acknowledges and agrees to be solely responsible for the goods and / or services that he/ or she publishes for sale and bids and / or purchases made.

In the event that one or more users or any third party, initiate any type of claim or legal action against another or other Users, each and every one of the Users involved in such claims or actions, shall hold Find\_in\_Mexico and its directors, managers, employees, agents, operators, representatives, and proxies, harmless

## **Scope of Services**

This agreement does not create any partnership, mandate, franchise, or employment relationship between Findinmexico and the User. The User acknowledges and agrees that Find\_in\_México It is not a party of any operation, nor does it have any control over the quality, safety or legality of advertised items, the veracity or accuracy of the advertisements, the ability of Users to sell or buy items.

## **Amendments to the Agreement**

Find\_in\_Mexico may modify the Terms and Conditions of Use at any time, making them public on the Site. Any user that does not agree with the modifications carried out by Find\_in\_Mexico may request a cancellation of the account.

It is your responsibility to check our website periodically for changes. The continuous use of or access to our Web Site or the Service, after the posting of any change in these Terms of service, implies the acceptance of such changes.

## **Jurisdiction and Applicable Law.**

This agreement shall be governed in all aspects by the current laws of the United States of Mexico.

For the interpretation, compliance, and execution of the present contract, the parties expressly submit to the jurisdiction of the competent tribunals of the city of Matamoros, Tamaulipas, Mexico, renouncing accordingly to any jurisdiction that by reason of their present domicile or future could correspond to them.

## **Disputes**

Any dispute or claim related to the "Use of the Products or Services" advertised, sold or distributed through the Site or of the present "Terms of Service" will be submitted to and settled at your choice, either through the administrative jurisdiction of the Federal Attorney's Office of Consumer ( "PROFECO"). You and we agree that we can initiate a lawsuit before the competent courts in order to prevent violations or misuse of the intellectual property rights.