

Dear User,

Please read carefully the terms and conditions informed below as you enter the site and any content and applications thereof, continuing implies your consent to abide and be bound by each and any term or condition herein, as well as other policies and documents constituting or regulating your participation within the site.

If you disagree with any part of these terms and conditions, please do not use the site.

In order to ensure the security and confidentiality of the transactions provided via website [www.cuallet.com](http://www.cuallet.com), prior identification and authentication through an access code (email/mobile) and password is required.

All data collected from our Users are treated with absolute confidentiality, used solely for the purpose of the requested use, considering the provisions of previous agreements entered to and as required by the Mexican laws.

Cuallix reserves the right to modify information contained herein, when deemed appropriate, without prior notice.

You agree not to use the software or any other means tending to interfere the operations of the site or databases and/or information contained therein.

You agree that any activity contrary to copyright(s), intellectual property, bank secrecy, security breach to systems and/or networks and any other contained herein, will result in liability, Cuallix has the right to exercise any and all legal action(s) in addition to compensation for caused damages.

User is forbidden to profit in any way with the services offered on the site.

### **Failures**

Cuallix is not responsible for any damage, injury or loss in User's equipment caused by failure(s) in the system(s), server(s) or internet proprietary of Cuallix. Further, Cuallix will not be responsible for any virus(es) that may infect User's equipment resulting from access and use of the site, as of transfer of data, files, images, texts, or audio contained therein or by any other circumstances. Cuallix assumes no liability resulting from the exchange of electronic information between Users and assumes no responsibility for any technical issues that may occur on equipments used during internet connection, either by Cuallet site(s) or other websites.

As a result from the above mentioned, User disclaims Cuallix from any responsibility, therefore cannot demand compensation for any damages resulting from technical difficulties or failures in the system(s) or electronic media.

### **Disclaimer of Warranties**

Cuallix does not guarantee availability and continuity of the operation(s) or performance of the site, product(s) or service(s) and/or other sites where a link has been established or suitability thereof for User's needs.

You agree that Cuallix will not have any responsibility neither for the interruption or delay of any information, material(s) or any other detail of the services offered in the site, including

without limitation, responsibility associated with any virus(es) that may infect your equipment or software, nor damages and/or losses resulting from the lack of veracity, validity, completeness and/or authenticity of the information uploaded by third parties.

Cuallix in no event will be liable for any damages arising from (i) unavailability or lack of accessibility of the site, service(s) and other sites where a link has been established; (ii) interruption in the operation of the site or service(s) or computer failures produced in the course of its performance; and, (iii) inadequacy of the site, content and/or service(s) to meet the User's needs.

Product(s) and service(s) may contain inaccuracies and/or typographical errors, therefore Cuallix do not guarantee the accuracy or perfection of the elements of these and the reliability of any notice, opinion, statement or any other information visualized or distributed in the site. User acknowledges that relying on any notice, opinion, statement or information will be at its own risk. Cuallix reserves the right, at its own discretion, to correct any error(s) or omission(s) in the site, as well as any materials, product(s), service(s) or prices ,if any, described in the site, at any time and without prior notice, subject to applicable laws and regulations.

The information below is subject to constant changes, without prior notice, and may not be used for official purposes, is provided as it is, no warranties are made as to its accuracy and expressly disclaims any responsibility due to errors and omissions contained.

Cuallix does not guarantee that all product(s) and service(s) offered in the site are available in their affiliate stores pursuant to not being viable under their geographical location and/or applicable regulations. To acquire such product(s) and service(s), it is necessary to meet the requirements established for each case by Cuallix or its affiliates.

In order to reduce the risk of viruses on the site, Cuallix uses virus detection programs. However, Cuallix does not guarantee the absence of viruses, or other elements on the site introduced by third parties, that may cause alterations in the physical or logical systems of the Users or electronic and stored documents in their systems. Consequently, Cuallix, in no event, will be responsible for any damages, of any kind, arising from the presence of viruses or other elements that may alter the physical or logical systems, electronic documents or User's documents.

Cuallix adopts various defensive measures to protect the site against attacks by third parties. Notwithstanding, Cuallix does not guarantee that unauthorized parties can gain access to the use of the site made by the User or conditions, characteristics and circumstances in which such use is made. Therefore, Cuallix in no event will be responsible for damages resulting from such unauthorized access. Users are liable for damages Cuallix suffers as a result of the breach of any obligations they are bound. User expressly agrees that Cuallix will not be liable for any damage caused if by unforeseeable circumstances, force majeure or any other unavoidable event or circumstance beyond Cuallix control, User is unable to use the site or transactions offered.

### **Penalties**

Cuallix reserves the right to suspend or discontinue, temporary or permanently, access to the site, at any time, to any User, and/or initiate legal action(s) if User violates any provision of the terms and conditions hereof, or commits any act contrary to applicable law(s), or if User's identity could not be verified or any information provided its false.

### **Intellectual Property**

User with access to site and/or information contained therein expressly acknowledges Cuallix, and/or its related entities, as holder(s) and/or owner(s) of any information within the site, as of any brand(s), ad(s), trademark(s) or any other intellectual property right(s) or copyright shown in the site. Furthermore, User acknowledges Cuallix is and has been the developer and, therefore, the owner of the concept(s) and/or website [www.cuallet.com](http://www.cuallet.com) and hereby agrees and acknowledge that such information and/or concept are protected under Mexican law(s) and international treaty provisions, thus any reproduction, modification, alteration, advantage or any other use given to such information and/or concept is forbidden and, hereby, User or any other party with access to the information above is compelled to indemnify Cuallix, and/or any related entity or affiliate, in respect to any violation as provided in this paragraph, whether in Mexico or abroad. Programs, databases, networks and files which allow User to enter and use the site are proprietary of Cuallix and are protected under applicable law(s) and international treaty provisions on copyright, trademarks, patents, industrial designs and models. Misuse and/or total or partial reproduction of the contents thereof is prohibited, and such actions are subject to civil and criminal penalties and will be object to any and all applicable legal action(s).

### **Amendments**

Cuallix reserves the right to review and amend the these terms and conditions, at any time, without prior notice, and User will be considered informed and bound to any modifications on the terms and conditions, accepting to regularly review these terms and conditions given that its access and/or use means consenting those amendments.

### **Applicable Law; Jurisdiction**

For all matters relating to the interpretation and compliance of these terms and conditions, Cuallix and User are subject to applicable law(s) and courts of the City of Monterrey, Nuevo Leon or in Mexico City, Distrito Federal, at Cuallix election, waiving any other jurisdiction by reason of their, present or future, domiciles may correspond, or by reason of any other right.