

Terms and Conditions

INFORMATION

This website is operated by Increase Visibility México, S. de R.L. de C.V., ("VIRKET"). Throughout the site, the terms, "EnDigital", "we", "us" and "our" refer to VIRKET. VIRKET offers this website, including all information, tools and services available to you, the user and/or the Client, is conditional on acceptance of all terms, conditions, policies and notices stated here.

Carefully please read these Terms and Conditions of Use of EnDigital® (**the Platform**) operated by VIRKET as these regulate the use of the website: www.endigital.com, any other website, platform, application and services available on the Platform ("the Services").

By entering and using this internet portal you ("the user") are accepting the terms and conditions contained in this agreement and expressly declares its acceptance in terms of the provisions of article 1803 and 1834 bis of the Civil Code Federal, 80, 81, 89 and other relative and applicable of the Commercial Code and others relative and applicable provisions of the applicable legislation.

We offer a variety of services and sometimes additional terms may apply to services. When using a particular Service, you will be subject to the guidelines, terms and conditions applicable to that Service. Unless otherwise stated, any new feature that augments or improves the Services currently available, including new versions, you will automatically be subject to the Terms.

During the use of the Platform, VIRKET and/or our business partners and/or the Third party services ("partners") will collect and process certain personal data. The rules related to the processing of personal data by EnDigital are stipulated in the Privacy Notice.

If the user does not absolutely and completely accept the terms and conditions of this agreement, you must refrain from registering, sending us information, accessing, using or see the platform.

If the user continues to use, register and access the site and the platform, said action will be considered as your absolute and express acceptance to the terms and conditions stipulated here.

Any modification to these terms and conditions will be made when "VIRKET" considers it appropriate, being the exclusive responsibility of the User. Make sure you are aware of such modifications. The parties agree that as there is no error, fraud, bad faith or force majeure that could nullify the validity of this instrument, both agree to be bound by the tenor of the stipulated in the following:

CLAUSES

1. User registration and security

1.1. For the purposes of this agreement, the parties agree that by User will be understood as any person of any nature who Enter <https://www.endigital.com/> and/or any of the subpages or “the Services” that display its content and/or the person of any nature that is registered and/or used, any of the services that are offered through the Platform.

1.2. The information required for registration as a User is described in the Privacy Notice. The User's registration on the Platform is subject to the acceptance, by VIRKET, of the data provided by the User (“Registration”). The User will be informed through his address email, within 3 (three) business days, of acceptance or not from your Registry. The transfer, assignment, rental or sale of the Registry.

1.3. By submitting information to VIRKET, you represent and warrant that all information provided by any means is accurate, true, completes and respects current legislation, assuming responsibility, solely, exclusively and comprehensively, against VIRKET and third parties with respect to this information.

1.4. We may, in our sole discretion, take steps to confirm the accuracy, precision, veracity, integrity and legality of the information that it provides us. We may ask you to send documents additional information and also use public or private databases to verify the information you provide.

1.5. If the User provides false, incorrect, outdated or incomplete, or if VIRKET has reason to suspect that the information of the User is false, incorrect, outdated or incomplete, as well as if the User does not agree with the Terms or with any information available on the Platform, VIRKET will have the right to suspend or eliminate the User's access to the Services, without prior notice, as well as to reject any new access to one or more Services for part of the User, without payment of any fine and/or compensation.

1.6. VIRKET, AS A DATA OPERATOR, IS NOT RESPONSIBLE OF THE CORRECTION OF THE PERSONAL DATA ENTERED BY YOUR USERS. THE USERS GUARANTEE AND RESPONSE, IN ANY CASE, CIVIL AND CRIMINAL, OF THE TRUTH, ACCURACY AND AUTHENTICITY OF REGISTERED PERSONAL DATA.

1.7. The User's password(s) must be kept confidential and should not be shared with third parties, since the activities that are made on the Platform using the password will always be exclusive responsibility of the User. Neither VIRKET nor any of its employees or agents will ask you, by any means, physical or email, report or share your password. The User undertakes to inform VIRKET immediately of any unauthorized access by third parties to your User account.

2. Granting of the License

2.1. By virtue of the acceptance of these terms and conditions, "VIRKET" grants and grants to the User the non-exclusive, revocable and non-exclusive right transferable from viewing and using the Platform in accordance with the terms and conditions stipulated in this document.

2.2. These Terms or your use of the Platform do not grant you any license or property right over the Platform or to use the rights of intellectual property of VIRKET or third parties. Except for the use of Platform, as provided in this document, will not use the intellectual property rights contained in the Platform or its Services. You also agree not to decompile, perform engineering reverse, disassemble, decrypt or create derivative works of or based on the Platform or its content.

2.3. Likewise, this grant cannot be considered as an assignment or transmission of intellectual property rights, since It can only be used under the terms and conditions here described.

2.4. The platform is hosted in Mexico, but contains information that is suitable for global access and use. Not EnDigital makes any representation that all materials in the platform are suitable or available for use outside of Mexico, and access to these materials from territories in those whose content is illegal. May contain references or references crossed over to products, programs or services that have not been advertised or not available in your country, and such references do not imply that EnDigital plans to advertise or make available such products, programs or services available in your country. Consult to your local EnDigital contact for related information with the products, programs and services available to you or, if access this Site from other locations, you may choose to follow the link to an affiliate website where you will find information related to availability, claims and comparisons of products, programs and services corresponding to the place where you are located (See Links to affiliate websites below). Those who access this Site from other places do so on their own initiative and are responsible for compliance with local laws, including local laws related to the transmission of technical data exported from Mexico or the territory in which they reside.

2.5. EnDigital reserves the right to reject the service at its absolute discretion. discretion and without prior notice. You are solely responsible for your use of the platform and agree to compensate, exonerate and defend EnDigital from all claims, damages, losses, liabilities, costs and expenses, including attorneys' fees, resulting from your use or misuse thereof. The publication or transmission of material is strictly prohibited unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane, or any material that could constitute or encourage conduct that may be considered an offense criminal, give rise to civil liability or otherwise break any law.

2.6. Limitations on its use. No material from the EnDigital platform may be used, copied, reproduced, republished, downloaded, published, displayed, transmitted or distributed in any way, without prior written authorization of EnDigital, except that you may download one copy of the materials on a single computer only for your personal, non-commercial and private use, provided that (i) keep intact all intellectual property and other notices privacy notices, and (ii) do not make modifications to the materials. No It is permitted, without the prior written permission of EnDigital, to frame or replicate any material contained on this Site in any other server. Unauthorized use of

said product is expressly prohibited material in any other computer environment or website.

3. Copyright and Industrial Property

3.1. VIRKET, EnDigital, <https://www.endigital.com/>, its logos and all material that appears on the referred Internet page are trademarks, domain names and/or trade names owned by "VIRKET" protected by international treaties and applicable laws on the subject industrial property and copyright.

3.2. Copyright over the content, organization, compilation, compilation, information, logos, photographs, images, programs, applications or in general any information contained or published at <https://ventasclick.com/> are duly protected to favor of "VIRKET" its Affiliated Suppliers and/or their respective owners in accordance with applicable legislation regarding intellectual property.

3.3. The User may not print and/or copy any information contained or published on the platform that is property of VIRKET or third parties.

3.4. All elements of the Platform, including the Platform itself, are protected by Intellectual Property Rights of VIRKET or third parties, including, but not limited to, trade secrets. All photographs, artistic works, brands and/or catalogs thereof, are duly protected in terms of legislation in intellectual property and are the property of their respective headlines and that "VIRKET" may have used images, property of third parties, so their ownership corresponds to their respective owners and are no used in terms of the provisions of the Article 62 of the Regulations of the Industrial Property Law.

3.5. The User grants VIRKET a free, irrevocable authorization, not exclusive international in scope and unlimited to use, publish, reproduce and/or adapt the images, photographs, Information of Product and the Brand, with the purpose of being used on all sites VIRKET website, on social networks and/or in any media communication, including, but not limited to platforms and/or any other digital or physical medium that VIRKET deems appropriate or in platforms or websites with which VIRKET has partnered to carry out advertising and marketing or actions linked to the Services, including the possibility of association with brands and/or names third party commercials.

3.6. The User represents and guarantees that he is the owner or licensee of the rights to the images and photographs published in your Store, of the Brand, as well as the Product Information and that has the rights and authorizations necessary to grant authorization detailed in this clause, being the sole and exclusive responsible for any infringement of third party rights or inconsistencies or inaccuracies in the Product Information, so in case contrary, will respond and remove VIRKET in peace and safety from any conflict that may arise regarding what is established in this pulled apart.

3.7. All trademarks used on the platform are property of ENDIGITAL or used with the authorization of their respective Headlines. No third party may use or reproduce any sign distinctive, nor include in Internet domain names the trademarks registered property of ENDIGITAL without its prior consent latter or the owner of the registered trademark in question. Understanding each other. Thus, access and use of the platforms and sites previously mentioned does not grant any license or right over the Property Intellectual Property of ENDIGITAL or its subsidiary or associated companies.

3.8. This service grants a non-exclusive right of use, not sublicensable, non-transferable, personal and limited to users of the platform as specified, so no total or partial right over the content or of it, so without regardless of how it appears, users will not be able to:

- (a) Separate any individual Content or component from ENDIGITAL for use other than that indicated in relation to ENDIGITAL.
- (b) Incorporate fragments or parts thereof intended for other purposes.
- (c) Transfer it to be used in another service; I
- (d) Sell, rent, assign, lend, distribute, communicate publicly, transform or sublicense "ENDIGITAL" or grant in any way any right to "ENDIGITAL" absolutely or partially.

3.9. ENDIGITAL will be responsible for all maintenance or technical support of its platform, online store site and app, either with its own means or through independent contractors with whom you have relationship for such purposes.

3.10. ENDIGITAL reserves the right to amend, supplement or suspend totally or partially ENDIGITAL, occasionally or when it's requested. Likewise, ENDIGITAL reserves the right to change the Terms and Conditions at any time or when required in a discretionary manner and without prior notice, with validity immediately from the moment of its update. Therefore, the DISTRIBUTOR is obliged to periodically enter these Terms and Conditions to realize and have knowledge of the changes made by ENDIGITAL.

4. Description of the service and payment methods

4.1. The EnDigital platform offers a web application through the Internet as a work tool, which allows you to have a mobile application useful for managing your services, your clients and sales contacts.

4.2. Neither VIRKET nor EnDigital are providers of any product or service. advertised by Users in their online stores or on their sites. EnDigital is a provider of virtual space provision services that consists of the offer of a platform with various services such as obtaining a website to have visibility on the Internet, and/or a virtual store on the internet that provides spaces for Users to advertise and put their own products and services on sale so that any interested party can acquire them, without any type of intermediation of VIRKET or EnDigital in the relationship between the User and its clients, as well as a mobile application that allows the user manage the contacts generated by it through the Platform tools.

4.3. Once registered on the Platform, the User can join any of the available plans or both, which have different features and prices. The User may join the plan within the deadlines that you consider appropriate according to your needs.

4.4. Prices charged are subject to change at any time at the sole discretion of EnDigital.

4.5. Regardless of the plan chosen, it will be made available to the User, among other services:

4.5.1. Virtual Store: a virtual store with the capacity to offer available to the general public, through the internet, the sale of products or services of the User, without the need to hire a hosting service ("Store"), provided that the content sold in the Store complies with the Terms and/or applicable legislation.

4.5.2. Creation of a website that includes texts, information, data,

photographs, graphics, HTML code, computer software, code source and object code, audio and video samples and in general the works protected by copyright, trademarks and other signs distinctive, through the use of the platform EnDigital.Panel

Administration: By creating the Store, the User will be able to manage its products or services, being able to create and edit products, descriptions, categories, prices, upload product photographs, Various configurations such as payment methods, shipping methods and other third-party tools, through a dashboard administration available on the Platform for this purpose.

4.5.3. Mobile Application: The user has access to an account of the Project mobile app to manage your clients and manage the other services of the platform from it.

4.5.4. Integrations: For the online store, the user has the Possibility of integrating with third-party solutions such as logistics and transportation services, payment methods and others applications made available by EnDigital or by third parties and They are optional.

4.5.5. Technical Support: Which consists of helpful tutorials in Spanish and personalized and accessible attention, through the support portal from EnDigital.

4.5.6. Other services that, without prior notice, can be added such as value offer to our users.

4.6. The User must pay for the Services provided within the terms and in the manner determined at the time of contracting. If there is a delay in payment for the Services, EnDigital will have the right, at its sole discretion, to suspend or cancel the User's Registration and the services contracted, as well as to take legal action to receive the pending amounts.

4.7. EnDigital services are paid on a prepaid basis, that is, The annual subscription is paid in advance for the use of the service. For this reason, the User will not have the right to any type of refund or refund of the amount paid if you choose not to use the Services in whole or in part or in case of cancellation, for any reason.

4.8. The invoice and sales note for the Services will be sent electronically to the email registered by the User. EnDigital will not send invoices by any other means.

4.9. The client authorizes recurring payments by debit automatically to your credit card.

4.10. If the payment for the service is made by bank transfer or networks payment in cash, this payment must be final prior to the date of expiration.

4.11. The content of the website or online store of the company may be updated. EnDigital platform, through a mobile device that has IOS and/or Android operating system and/or on a computer for Your website that they own or control, and only for reasons derived from their commercial or commercial relationship with EnDigital, so it will be a requirement essential for the user, to have their active access credentials to prove your commercial or commercial relationship with EnDigital and for the purposes to be identified. No other use of the content, including, but not limited to others, any kind of reissue of it. The app license only grants user rights of use solely under the function of updating content of the online store or your website. The app, the site website and the online store are the exclusive property of EnDigital, not

shared co-ownership with the radio stations or “partners” of dissemination of their products.

4.12. EnDigital was created for the most recent version of the operating systems of mobile devices and, where applicable, computers available on the market, so, if using versions previous or updates of those mentioned, may arise Compatibility issues. Wireless network coverage and Wi-Fi network speeds vary by provider and location geographical. EnDigital is not responsible for limitations and/or failures in the operation of any wireless or Wi-Fi service used to access the EnDigital or for the security of the services wireless or Wi-Fi. Likewise, EnDigital is not responsible for the charges or fees for use of data networks, which are exclusive responsibility of users.

4.13. EnDigital may stop working, be interrupted or work improperly occasionally derived from the nature of the service. The “EXEMPT PARTIES” have no responsibility for said cessation of operation, interruption or improper operation. The users are warned that the information contained herein could contain technical errors, inaccuracies, programming errors, viruses, unknowns and omissions. Users assume all risks linked to the use of EnDigital, and accept that the company waives any guarantee linked to the use of EnDigital.

4.14. Without prejudice to the provisions of any other clause of these terms and conditions, EnDigital rejects any representation or warranty, whether express or tacit, of any kind with reference to EnDigital (including our products, services and site content) including, but not limited to, the warranties of merchantability and fitness for a purpose in private, peaceful enjoyment, title, non-violation of the rights of third parties and precision. No oral or written information or advice given by us or our authorized representatives will not create a warranty or in any way increase the scope of our obligations as established in these terms and conditions.

4.15. Likewise, users release EnDigital from this act for any inconsistency with the information that appears in the derived EnDigital of any failure of systems, networks or any other cause, so the Users must corroborate by telephone that the information reflected in the EnDigital is correct.

5. User obligations

5.1. The User undertakes to comply with current legislation for the offer of product and services on the Platform and guarantee privacy of its clients, including, but not limited to the Federal Law of Consumer Protection, the Federal Data Protection Law Persons in Possession of Private Parties, the Federal Law of Economic Competition the Federal Civil Code and the Code of Commerce, and must make the following information available in a prominent and easy to see place:

5.1.1. Name/Company name or Official Mexican Identification (in case of a natural person) and CURP (Unique Registration Key of Population);

5.1.2. Physical address and email, and other necessary information for your location and contact;

5.1.3. Essential characteristics of the product or service, including risks to the health and safety of consumers; price discrimination of any additional expenses or incidental, such as delivery or insurance;

- 5.1.4.** Full terms and conditions of the offer, including payment terms availability, form and execution period of the service or delivery or availability of the product;
- 5.1.5.** Clear and visible information about any restrictions on the enjoy the offer;
- 5.1.6.** Clear and visible information about the collection and protection of personal data of visitors and their access records to the Store, taking into account that the data will be shared and will be processed on servers of the platform or whoever is designated for this purpose.
- 5.1.7.** Official Mexican Identification and contact information of the person designated by the User to act as a channel of communication between the User and visitors, and the contact information be disclosed publicly, so clear and objective, in the User Store;
- 5.1.8.** Clear and visible information about your cancellation policies;
- 5.1.9.** Clear and visible information about whether the products or services have a guarantee, the procedure to make it effective and the applicable requirements and conditions.
- 5.1.10.** When not prevented by the Federal Law for the Protection of Personal Data in Possession of Individuals, the User undertakes to obtain free, informed and unequivocal information of visitors to the Store or the website, through a privacy notice, so that your personal data and records of access to the Store are transferred and processed by EnDigital and its partners exclusively for the provision of services by of the User.

6. User Restrictions

- 6.1.** The User is prohibited from using the Services to upload, advertise, send, display or make available any content, product or service:
- 6.1.1.** That is illegal or that does not have proper authorization specific to the competent regulatory bodies, including, but not limited to, being offensive to honor, which invades the privacy of third parties, is threatening, vulgar, obscene, prejudiced, racist or objectionable in any way;
- 6.1.2.** That violates any patent, trademark, trade secret, copyright, intellectual property rights or any another right of a third party;
- 6.1.3.** That constitutes illegal or unfair advertising;
- 6.1.4.** Without having the right to do so according to law, under a contract or relationship of trust, including, but not limited to, confidentiality agreements.
- 6.2.** The User is also prohibited from:
- 6.2.1.** Introduce yourself with an identical or similar name with the names and brands of third parties or assume the personality or identity of another person human or legal, including, but not limited to a representative of EnDigital, or declare or appear falsely as a member of an entity;
- 6.2.2.** Communicate that the products or services you offer are sponsored promoted, produced, offered and/or sold by EnDigital or any subsidiary;
- 6.2.3.** Interfere with or disrupt the Services, networks or servers connected to the Services, obtain or attempt to obtain unauthorized access authorized to other computer systems or networks connected to the Services, or disobey any rule, procedure, policy or regulation of networks or systems connected to the Services, including the use of devices, software or other similar routines;

- 6.2.4.** Intentionally or unintentionally violate any legislation municipal, state, federal or international that is integrated into the Mexican legal system, or that, for any reason, must apply in Mexico;
 - 6.2.5.** Reproduce, duplicate, copy, sell, resell or exploit any or all part of the Services or their content without consent express written consent of EnDigital;
 - 6.2.6.** Condition the acquisition of a product or service for the final consumer in accordance with the limits established in the Federal Law for Protection of the Consumer.
- 6.3.** EnDigital ensures respect and cordiality in the relationship with Users. For this reason, in any interaction between the User and their representatives with the EnDigital team, the use of foul language will not be tolerated, disrespectful, insulting, discriminatory or inappropriate. Any User who uses this type of inappropriate language may be temporarily or permanently suspended from the Platform.

7. Limit of liability

- 7.1.** VIRKET and EnDigital will only be responsible for the correct execution and compliance with what was agreed in these terms and conditions, anything not described here will be the responsibility of VIRKET and/or EnDigital and/or its affiliates or subsidiaries.
- 7.2.** In no case shall EnDigital be held accountable nor does it assume liability for any direct, indirect, special, incidental or derivative arising from the use or inability to use this site (or the content or services provided on the site or accessible to through it) or in connection with it, or in any other way, even if EnDigital has been advised of the possibility of such damages.

8. Waiver of warranty.

- 8.1.** THE DIGITAL PLATFORM AND ITS CONTENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY THE CURRENT LAW, ENDIGITAL EXPRESSLY REJECTS ALL WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE DETERMINED AND NOT CONTRAVENTION, AND THOSE ARISING BY STATUTE OR OTHERWISE BY LAW OR COURSE OF TRANSACTIONS OR COMMERCIAL USAGE. ENDIGITAL IT DOES NOT NO REPRESENTATION OR WARRANTY OF ANY KIND MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH REGARDING COMPLETENESS, ACCURACY, CORRECTION, INTEGRITY, RELIABILITY, CURRENTNESS, ADEQUACY, THE SUITABILITY, FUNCTIONALITY, AVAILABILITY OR OPERATION OF THIS SITE OR THE CONTENT OR SERVICES PROVIDED ON OR ACCESSIBLE THROUGH THE SITE. ENDIGITAL DOES NOT WARRANT THAT THE OPERATION OF THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THIS SITE IS FREE OF VIRUSES OR OTHER COMPONENTS HARMFUL TO THE EQUIPMENT OR THE SOFTWARE.

9. Limitations of liability

- 9.1.** IN NO EVENT SHALL ENDIGITAL BE ACCOUNTABLE OR ASSUME

LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR DERIVED THAT IS PRODUCED BY THE USE OR THE INABILITY TO USE THIS SITE (OR THE CONTENT OR THE SERVICES PROVIDED ON OR ACCESSIBLE THROUGH THE SITE THEREOF) OR IN CONNECTION WITH THESE, OR OTHERWISE, EVEN IF ENDIGITAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Errors and corrections

10.1. Although EnDigital makes reasonable efforts to include information accurate and updated on the Site, EnDigital does not guarantee or represent that the Websites and/or online stores are free of errors. The errors in the data entry and other technical problems can sometimes make displaying inaccurate information. EnDigital reserves the right to correct any inaccuracies or typographical errors on the Site, and will not be responsible for such errors. EnDigital can also make improvements and/or changes to applications, functionality or content of the Site at any time. If you see any information or description that you consider to be incorrect, please contact us according to what is described in the "Contact" section, and EnDigital will verify it for you.

11. Links to affiliate websites

11.1. The EnDigital platform contains links to affiliated websites, which allow you to receive specific information regarding the Product availability, complaints and comparisons corresponding to the place where you live. The affiliates are responsible for ensuring that their own websites comply with the laws in force in their respective jurisdictions, and undertake to review them. These links are provided only to provide you with further information. convenience. EnDigital does not approve or accept any responsibility by the content of an affiliated website or by the accessibility of the resources available in these. EnDigital suggests that you carefully review the terms of use of each affiliated website to which you choose to access from the Site.

12. Presentations

12.1. En Digital is pleased to hear from the users of the Site and appreciates your comments regarding the contents and services. All non-personally identifiable information, which is discussed in the Privacy Policy of the Site, any suggestion, idea, concept, material or other information that you submit to or through this Site ("Submissions") will permanently become the property exclusive to EnDigital. EnDigital will have no obligation of any kind with respect to such Submissions and will be free to use and disclose the Presentations to others without limitation.

13. Confidentiality and Privacy of Information

13.1. The Parties undertake not to disclose or disclose during the term of the present document, and even 2 (two) years after the termination of this, any Confidential Information to any third party, whether natural or legal person, national or foreign, of any nature or allow such third parties to examine and/or make copies of the Confidential Information, without prior written consent of the Corresponding party. Likewise, the Parties undertake to take the necessary precautions to maintain Confidential Information under such capacity, including, but not limited to, informing its respective Resources, or any person who requires in justified knowing the

Confidential Information, for it to be maintained under the strictest confidentiality, receive the treatment of Confidential Information that is not disclosed to third parties. Furthermore, the Parties acknowledge that the disclosure of the Information Confidential has as its purpose the correct provision of the Services, so they are obliged to return within 5 (five) Business Days following any of the Parties requesting it in writing, all documents, records, materials, supports or similar, including each and every copy that has been made of the same as contain Confidential Information. Likewise, the Parties must ensure the destruction of all notes, analyzes and other information prepared or extracted from Confidential Information. Without defect as provided in this Clause, the Parties recognize and accept that the term "Confidential Information" will not include:

- a)** Information that was or becomes public domain, without the mediation of a failure to comply with this Clause;
- b)** Information that was known to any of the Parties with prior to the date of this Contract without having been subject to confidentiality obligations, or
- c)** Information obtained from third parties who have not incurred failure to comply with non-disclosure or confidentiality obligations. If either Party receives an order to disclose all or part of Confidential Information by a court or authority competent government, it is obliged to immediately notify the other Party, about the existence, terms and conditions of said order. Throughout the case, the Party from which the information was requested will reveal only part of the Confidential Information that you are obliged to disclose and must do your best effort to ensure confidentiality treatment to the Confidential Information disclosed.

13.2. In the event of non-compliance with this clause by any of the Parties, it must compensate the affected Party based on the corresponding damages.

14. Termination and revocation of license

14.1. To cancel the Services, the User must access the option "Cancellation" within the EnDigital "My Account" Panel in <https://www.ventasclick.com>, following the step-by-step instructions indicated there, or send an email to sales@endigital.com requesting cancellation.

14.2. EnDigital you have the right at all times to Terminate this contract and revoke the license covered by it, in the event that the "USER" fails to comply with his obligations that this instrument imposes without the need for prior judicial declaration, without prejudice to the compensation payable by the "USER" in favor of "EnDigital" for the damages and losses caused as a result of said breach, as well as of the exercise by the latter of administrative actions or criminal proceedings against the "USER" or his/her legal representative(s), when non-compliance gives rise to an infraction or crime.

14.3. In the event of cancellation or termination of the contract, this license will be automatically revoked and terminated. to the "USER" immediately from the system and/or "The Platform".

15. Conflict Resolution, Applicable Law and Jurisdiction

15.1. This contract is governed by the provisions of its clauses and its defect by the applicable provisions of the Federal Civil and Penal Code, the Commercial Code, the Federal Consumer Protection Law, the Federal Copyright Law, the Industrial Property Law, and in where appropriate, their respective regulations.

15.2. EnDigital is proud to share the success stories of its users and makes best practices and best efforts so that the experience of using the Services is otherwise positive. Therefore for case of controversy over the interpretation or compliance of the This contract, the parties undertake to seek a resolution friendly

15.3. If an agreement is not reached, they expressly submit to the jurisdiction and jurisdiction of the competent Courts of Mexico City, Mexico renouncing any other jurisdiction that may apply to them that this Convention to the interpretation according to the laws of the Mexican republic.

Last modified February 20, 2024