

Terms and Conditions UPAXER Mobile App

Upax GS, S.A. de C.V. (“UPAX”), through the Mobile App named **“UPAXER”** (the **“Mobile App”**), offers its **-users-** (the **“User”**), tools to perform activities in real time to obtain information through mystery shopper, studies, audits, research and market analysis; which use and functionality will be held to the present Terms and Conditions (the **“Terms and Conditions”**).

By virtue of what is mentioned above, UPAX requires the User to read carefully and consequently express his consent with regards to the acceptance of the present Terms and Conditions, prior to using the Mobile App. Notwithstanding the above, if the User agrees and use the mentioned app, he manifests his explicit consent to be bound to comply the Terms and Conditions, in agreement with the applicable laws. Additionally, for all administrative and legal effects which take place, the User will grant his explicit consent by entering his cellphone number, PAX number and his password.

Definitions

For the effects of the present Terms and Conditions, the terms shall mean, in singular or plural, as:

- **Mobile App.-** It is the electronic medium that is run on smartphones that allows the User to make use of the tools, functions and controls available within it.
- **Integral Privacy Notice.-** A document in physical, electronic or any other format, generated by UPAX and is made available to the User, previous to the treatment of his personal data, in order to comply with the principle of information.
- **Password.-**A chain of characters that allows the recognition of the User’s identity in order to access and interact with the tools, functions and controls available in the Mobile App.
- **PAX Number.-**A number assigned to the User for identification in order to register him as a user of the Mobile App.
- **SMS.-**It is the short text message service performed via cellphone through the use of the Mobile App.
- **Smartphone.-** The electronic device that merges cellphone services with characteristics similar to a personal computer;
- **Terms and Conditions.-** The Terms and Conditions through which the use of the Mobile App is regulated.

General Conditions

For the use of the Mobile App, the User declares under the penalty of perjury to tell the truth that, he is of legal age, is in complete liberty of exercising the rights and able to be bound according to what is established in the Terms and Conditions, and consequently, will comply with:

1. The Mobile App can only be strictly utilized by the User, where he will previously have to register his identification and financial personal data, to validate them through the input of his cellphone number, PAX number and password.
2. The Mobile App grants the User, tools that facilitate performing the activities in real time in order to obtain the information through mystery shopper, research, audits, investigation and market analysis.

3. By using the Mobile App, the User accepts and consents that access can be obtained to his images, multimedia content, files on the device, image capture, video recording, perform and manage phone calls, record audio, access the contacts, as well as his geographic location in real time and at a specific moment for the sending of tasks close to the allocated location.
4. The User accepts that the information and personal data that are entered into the Mobile App are correct, complete and updated, these will have to be validated through the sending of a personal photograph and his official identification.
5. If the User changes his device or phone number for renewal purposes, replacement for loss, theft or any other motive, a validation code will be generated and send via SMS to the corresponding mobile device, in order to confirm the new phone number.
6. The User is responsible for the use and/or activity that is preformed or executed through the Mobile App, he also pledges to keep his PAX Number and Password a secret.
7. The User acknowledges that the Password will be under his custody, control and care, which is why any breach that might result from improper use will be his sole responsibility.

In case the User considers that his Password is outside of his exclusive control, he must change it immediately and notify UPAX. Additionally, in case that the User does not remember his PAX number and/or Password, he can restore them by entering the "I Forgot my Password" section in the Mobile App and follow the procedure that is indicated.

8. UPAX may modify the Terms and Conditions at any moment and when it considers it timely. The access, or continuous use, of the Mobile App, constitutes his express consent to the modifications that are applied to the Terms and Conditions.

Intellectual Rights Property

The content and design of this Mobile App as computer software are UPAX's reserved rights.

All the rights regarding the Mobile App as computer software, tools and their content, including scripts, characters, graphics or other analogous, are protected by Mexican and international laws, which is why, the copying, reproduction, adaptation, modification, distribution or commercialization, total or partial, by any means and forms, is prohibited without the previous written consent by UPAX. Even the reproduction of this Mobile App for non-profit purposes will require for the owner to be notified.

The User does not acquire any other intellectual property right over this Mobile App and accepts that its use will not be considered as authorization or license to exploit independently the services and its contents with objectives that are different to the ones mentioned in the Terms and Conditions.

In the same way, it is prohibited, be it totally or partially, the translation, adaptation, arrangement or any other modification to any software derived from the original. UPAX

will be the owner of all the moral and patrimonial rights of any of this Mobile App's software.

UPAX prohibits the User from using devices, software or any other medium prone to interfering in the activities and/or services of the Mobile App or the databases and/or information contained in them. Additionally, any disassembling, decompilation or the applying of any reverse engineering or decoding of the Mobile App, is prohibited.

All the brands included in this Mobile App are the property of UPAX, which is why, it holds the rights to all the industrial and/or commercial against third parties.

The User agrees that the dispositions that are established in the paragraph above in respect to the ownership of the rights of UPAX, are likewise, applicable to the rights of third parties in regards to the services and their contents of the webpages, domains or information presented or linked to the Mobile App. UPAX is the licensee of the distinctive signs and in general, of the intellectual property of third parties that appear in the advertising within the Mobile App.

Permitted Use

The use from the tools, functions, services and the contents of the Mobile App, is the sole responsibility of the User, who must use them at all times according to the permitted functionalities in it and authorized in the Terms and Conditions, which is why the User commits to using them in such a way that they don't infringe against the Internet's norms of use and coexistence, the laws of Mexico and the current legislation in the country where the User is using them at the time, good customs, the person's dignity and the rights of third parties. The Mobile App is for the individual use of the User, which is why he may not commercialize in any way the services and its contents.

Restrictions of Use

The User does not have the right to place hyperlinks within the Mobile App, nor the right to place or utilize the services or its contents, on web sites or his own, or another third parties', webpages, without previous written authorization by UPAX. Additionally, the User does not have the right to limit or impede any other user the use of the Mobile App.

Limit of Responsibility

Neither UPAX, its providers or commercial partners will be held responsible of any harm or damage suffered by the User by consequence of inaccuracies, performed consultations, assessments, typographical errors and periodical changes or improvements applied to the services and their contents. The recommendations and advice obtained through the Mobile App are general in nature, which is why they shouldn't be taken in consideration when performing either personal or professional decisions. For that matter, an

appropriate professional should be consulted that can advise the User according to his specific needs.

The User in this agreement recognizes that all the operations that he performs will be under the base of non-advised services, which is why the User expresses, in his case, that he will perform the actions as a result of his own free will and as such they do not come from a recommendation from UPAX, given by their officials, directors, employees or partners, nor was it induced by UPAX, in either form, in order to perform the corresponding actions.

In case that the User has any inconveniences while using the Mobile App, or in relation to any failure in the performance, error, omission, interruption, defect, delay in the operation or transmission, virus or failure in the system or network, UPAX is not responsible for:

- a) The functioning of the Smartphone utilized by the User, nor its maintenance.
- b) The defects cause to the Smartphone for failure in the electric energy.
- c) The use of the Smartphone's operating system by the User or other third parties.
- d) If the Smartphone is utilized for the development of other functions and the Mobile App cannot be accessed.

Any material extracted or obtained by any other means through the Mobile App will be under the User's discretion and risk, and will be the only responsible party for any damage done to the Smartphone or any other information product, that results from the extraction of any material.

UPAX does not assume any responsibility at all derived from the exchange of electronic information between users of the internet and does not acquire any responsibility caused by technical problems in the computer equipment that are used during the connection to the internet, either through the Mobile App or other websites.

In case that the User does not comply with what is established in the Terms and Conditions, or if it is the case, the corresponding authorities prove and/or determine said breach, he -will be the only responsible party and will assume the applicable sanctions, and is held to keep UPAX safe and harmless of any complaint, claim, administrative procedure or fine-.

Confidentiality

UPAX is compelled in keeping confidential the information it receives from the User that has this characteristic according to the legal dispositions applicable in Mexico.

Protection of Personal Data and Privacy Notice

UPAX is responsible for the non-sensible or sensible personal data of the User, which are treated in order to comply with the objectives established in the Integral Privacy Notice related to the Mobile App, as well as in providing its tools, functions and available controls that the User executes or utilizes through the Mobile App.

The User expresses that he has read, understood and accepted the Integral Privacy Notice, available in the Mobile App, in the Privacy Notice section, which binds in a strict form the treatment and protection of the personal data according to the Terms and Conditions in compliance with the privacy policy by UPAX and its administrative system of personal data.

Applicable Laws and Jurisdiction

The actions and functions executed by the User through the Mobile App, will be regulated by the laws, courts and jurisdiction established in the respective adhesion contract.

END OF DOCUMENT

Last Updated January 2018.