



# TERMS AND CONDITIONS

Welcome to the Nhumo, S.A. de C.V. website (from now on known as SITE), located at <http://www.nhumo.com> The use of the site is free with the understanding that you accept the terms and conditions contained in the Terms of Use (from now on known as GENERAL CONDITIONS). By the fact that you use the SITE it therefore constitutes your acceptance of the General Conditions. If you as a USER are not in agreement with this, you should refrain from using the site.

## 1. OBJECTIVE

Through the use of the website, Nhumo, S.A de CV allow the USERS to have access to the diverse services (from now on, referred to as SERVICES), free of charge to the USER and in accordance with the terms specified in clause 4 herein.

## 2. USE AND RESTRICTIONS

The use of the SITE implies the expressed acceptance without reservation by the USER of the TERMS AND CONDITIONS. Through the SITE , the USER will be able to access and use the SERVICES in a dynamic and user friendly operation. Nhumo, S.A. de C.V. reserves the right to modify unilaterally the TERMS AND CONDITIONS without prior notice, but will give such notification when it is reasonably possible to do so. Nhumo, S.A. de C.V. does not guarantee the availability and continuity of the operation of this SITE and its SERVICES therefore it will not be responsible for any damage or loss of any nature that could have been caused by the lack of availability or continuity of e SERVICES and /or of the operation of the SITE.

The USER is obliged to comply with all the applicable local, state, national and international regulations and is the sole responsible of the all the acts or omissions that happen in relation to the electronic mail, USER'S name or password, including contents of the transmissions.

### 3. PROPERTY RIGHTS

All the SITE'S contents, including, but not limited to the text, the graphics, logos, icons, images, audio clips and software are the property of Nhumo, S.A. de C.V. and are protected by the Industrial Property Law and its regulations and by international treaties. The reproduction, republishing, exhibition or execution of the SITE'S contents, without prior written authorization by Nhumo, S.A. de C.V. is strictly forbidden. The trademark Nhumo, S.A. de C.V. and their logos are legally registered in Mexico as well as in other countries. The USER is strictly forbidden to modify, alter, suppress and/or use in a total or partial way, the advertisements, trademarks, logos, or, in general, any indication that refers to the information contained in the SITE.

### 4. PROHIBITIONS

The USER does not have the right to place hyperlinks in the SITE nor the right to place or use the SERVICES in their own WEB SITES or third party sites without prior and written authorization of Nhumo, S.A. de C.V. The USER will not have the right to limit or prevent any other USER the use of the SITE unless it is for third parties, previously authorized by the USER.

Nhumo, S.A. de C.V. will cancel, without further notice or responsibility, any email account when Nhumo, S.A. de C.V. considers that such account transmits or is in anyway related to any spam or bulk messages not requested.

### 5. INTELLECTUAL PROPERTY

The intellectual property rights of the SITE, its SERVICES, distinctive marks and SITE domain, as well as the rights of use and the exploitation of the same, including its disclosure, publication, reproduction, distribution and transformation are exclusive property of Nhumo, S.A. de C.V.

The USER does not claim any intellectual property rights by the simple use of the SITE and/or SERVICES and under no circumstances it will be considered as a permit or license to use the SITE and/or the SERVICES for other purposes other than the authorized use referred to in the TERMS AND CONDITIONS.

All contents of the SITE, text as well as graphics, logos, icons, images, audio clips, software are the property of Nhumo, S.A. de C.V. and its rights are protected by the Industrial Property Law and its Regulations, by International Treaties.

Reproduction, modification, distribution, transmission, use, exhibition and/or execution of the SITE contents, without prior written authorization by Nhumo, S.A. de C.V. is strictly prohibited. The trademarks of Nhumo, S.A. de C.V. and logos are legally registered in Mexico, as well as in other countries. The USER is strictly forbidden to modify, alter or suppress and/or use, totality or partially, the advertisements, trademarks, signs, or, in general, any indication that refers to the information property contained in the SITE.

## 6. USER'S NAME AND PASSWORD

To allow the USER TO use the SERVICES, the USER must first fill out a registration application (from now on referred to as Registration Application) with the understanding that at the completion of the registration process the USER accepts once more the TERMS AND CONDITIONS.

The USER accepts and acknowledges that the USER's ID and password (from now on both referred to as the ELECTRONIC SIGNATURE) are the sole responsibility of the USER and the USER is obliged to maintain them secret.

Nhumo, S.A. de C.V. will not be, any case, responsible for the improper use of the ELECTRONIC SIGNATURE, including in a fraudulent or force majeure situation

## 7. USE OF THE WEB COMMUNITIES ON LINE

In the SITE SERVICES "Chat" areas are offered.

The USER is obliged to refrain from the following actions when in the CHAT ROOM:

\*Slander, insult, harass, threaten or violate in any way the rights (such as the right to intimacy or self image) of third parties.

\*Publish, announce, load, distribute, disclose any matter, name, information or inappropriate material, profane, defamatory, abusive, obscene, indecent or illegal.

\*Load files that contain software or any other material protected by the intellectual property law (or by the right to intimacy or self image), with the exception if you took measures to obtain or are the holder of such rights or has received all the necessary permit or license to perform such acts.

\*Load files containing virus, defective files or any other software that may damage third parties PCs.

\*Advertise or offer sales of any product or services.

\*Do surveys, contests, pyramids or chain letters.

\*Falsify or eliminate signs of ownership, legal communications, property designations or indicative labels of origin or software's source of any other material contained in the loaded file.

\*Limit or prevent any other USER from using and enjoying this SERVICE.

Nhumo, S.A. de C.V. has the right, for any cause, to access the CHAT, at any given time, without previous notice and no responsibility. At the same time, it has the right to disclose at any time that information deemed necessary to comply with any valid legal process or administrative request.

## 8. PRIVACY

All the information that appears on the SITE such as, but not limited to technical, commercial, administrative (from now on referred to as INFORMATION) is to be considered confidential.

The USER agrees to keep confidential all INFORMATION and to take the necessary precautions to avoid disclosure or reproduction of such information.

The USER agrees that Nhumo, S.A. de C.V. may have access to the USER's account to enable Nhumo, S.A. de C.V. to respond to technical or service needs.

## 9. QUALITY, SERVICE AND LIMIT OF RESPONSIBILITY

The USER of the SERVICES and of the SITE assumes the responsibility to evaluate the contents and usefulness of the INFORMATION related to the SITE or/and SERVICES. Nhumo, S.A. de C.V. assumes no responsibility by any damage, loss or direct or indirect expenses, that the USER may suffer in relation to the SITE and/or SERVICES, its use, impossibility to use or in relation to any failure in the performance, error, omission, interruption, defect, delay in the operation or transmission, virus or failure at the SITE and/or SERVICES.

Nhumo, S.A. de C.V. does not assume any responsibility by the way the USER utilizes the information contained or published in or through the SITE and/or Services. It is recommended that the USER verify this information. The USER, in all cases, should appeal to a technician.

Notwithstanding that Nhumo, S.A. de C.V. considers the INFORMATION on the SITE to be accurate, it may be possible that the USER encounters some technical errors. [Nombre del Negocio], S.A. de C.V. will strive to update the contents of the SITE on an ongoing basis.

## 10 USE OF INFORMATION

All INFORMATION transmitted to or loaded on the SITE will be the property of Nhumo, S.A. de C.V. and, as such, it can be used by Nhumo, S.A. de C.V. for any legal purpose including disclosure to meet any authority or governmental request.

## 11 ACCESS TO HYPERLINKS

Through this SITE, the USER will be able to link to other Internet Sites, but Nhumo, S.A. de C.V. does not hold any responsibility on the availability or performance of such sites. The access to any site linked to this Site will be under the USER's sole responsibility.

Nhumo, S.A. de C.V. has the right to deactivate any link or frame existing on the SITE and not authorized by Nhumo, S.A. de C.V. Also, the existing links of the SITE from other sites does not necessarily mean the existence of a relationship between Nhumo, S.A. de C.V. and the site owner or web page, nor the revision or acceptance of its contents and materials by Nhumo, S.A. de C.V.

Nhumo, S.A. de C.V. does not control or bestows any kind of guarantee related to the material that includes a link to other sites and the contents found in the sites that are accessed through links located in this SITE, therefore, Nhumo, S.A. de C.V. is not responsible for such materials and contents having the USER to decide on its own, the convenience of its use.

## 12 INDEMNIFICATION

The USER agrees to indemnify Nhumo, S.A. de C.V. from any action, suits, claims (including litigation costs and attorneys' fees) arising from the USER not fulfilling its obligations as part of the GENERAL CONDITIONS, including, without limitation, (i) for any aspect related to the use of the SITE and its SERVICES, of the information contained in or through the SITE; (ii) USER injuries, defamatory or any other violating conduct in the SITE and/or CHAT, (iii) violating the laws or international regulations relative to the property rights contained in or available in or through the SITE or (iv) for the use of the SITE and its services done by any unauthorized person that accesses the SITE, using the name of the USER, and password of USER.

## 13 COOKIES

The USER that has access to the SITE agrees to receive data files that will be loaded on the hard drive of the computer (from now referred to as COOKIES), that will enable the USER to use the SERVICES or access the contents of this SITE in a simple way, may contain information such as the identification given by the USER or information to track down the pages that the USER has visited. A cookie can not read or modify the data and information from the USER's hard drive nor read the cookies created by other SITES or pages.

## 14 TERMINATION

---

The present agreement will not have an ending date. Notwithstanding, the USER agrees that Nhumo, S.A. de C.V. can terminate the name of the USER and the password of any USER for violating the present GENERAL CONDITIONS or for any other reason determined by Nhumo, S.A. de C.V. at any time.

## 15 MODIFICATIONS

---

Nhumo, S.A. de C.V. has the right to modify at any moment and without prior notice, the presentation and configuration of the SITE, as well as having the right to modify and eliminate, at any time and without prior notice, the SERVICES and the conditions required to access and/or use the SITE and the SERVICES.

## 16 CHOICE OF LAW; JURISDICTION

---

The terms of use will be governed by and construed in accordance with the laws of the United States of Mexico, without giving effect to its conflict of laws.

## 17 NOTICES

---

For any suggestion or collaboration proposal, the USER will send a message to Nhumo, S.A. de C.V. at the section identified as SITE CONTACTS.