Terms and Conditions

Last updated: November 22, 2018

About these Terms

These terms and conditions outline the rules and regulations for the use of Inmediatum's Inspira website and Services.

By accessing this website we assume you accept these terms and conditions in full. Do not continue to use the website if you do not accept all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions.

"Inmediatum", The Company", "Ourselves", "We", "Our" and "Us", refers to our Company, Inmediatum S.A de C.V., publishing the website at inspira.inmediatum.com.

"Website" means the website located at inspira.inmediatum.com or any subsequent URL which may replace it;

These terms control the relationship between Inmediatum and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

We may modify these terms or any additional terms that apply to a Service, for example, to reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page.

Changes will not apply retroactively and will become effective no sooner than thirty days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

Modifying and Terminating our Services

We often are changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time. Inmediatum may also stop providing Services to you, or add or create new limits to our Services at any time.

Privacy

Please review our Privacy Notice, which also governs the use of Inmediatum's Services.

License and Copyright

Unless otherwise stated, Inmediatum and/or it's licensors own the intellectual property rights for all material on Inmediatum websites, Services, and mobile applications. All intellectual property rights are reserved. You may view and/or print pages from https://inspira.inmediatum.com/ for your own personal use subject to restrictions set in these terms and conditions.

You must not:

- 1. Republish material from https://inspira.inmediatum.com/
- 2. Sell, rent or sub-license material from https://inspira.inmediatum.com/
- 3. Reproduce, duplicate or copy material from https://inspira.inmediatum.com/

Redistribute content from Inmediatum Inspira (unless the content is specifically made for redistribution).

Electronic Communications

When you use Inmediatum's Services or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Inmediatum Service, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal

requirement that such communications be in writing.

Applicable Law

By visiting this website, or by using our Services, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the United States of America, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between Inmediatum and you, or its business partners and associates.

User Comments

- 1. This Agreement shall begin on the date hereof.
- 2. Certain parts of this website and our mobile application may offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the website. Inmediatum does not screen, edit, publish or review Comments prior to their appearance on the website and Comments do not reflect the views or opinions of Inmediatum, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws Inmediatum shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.
- 3. Inmediatum reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.
- 4. You warrant and represent that:
 - a. You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
 - b. The Comments do not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary rights of any third party;
 - c. The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy
 - d. The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.
- 5. You hereby grant to Inmediatum a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

User Account

If you are an owner of an account on this website or Inmediatum's mobile application, you are solely responsible for maintaining the confidentiality of your private user details (username and password). You are responsible for all activities that occur under your account or password.

We reserve all rights to terminate accounts, edit or remove content and cancel orders in their sole discretion.

Cookies

We employ the use of cookies. By using Inmediatum's website you consent to the use of cookies in accordance with Inmediatum's privacy policy.

Most of the modern day interactive websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate/advertising partners may also use cookies.

Hyperlinking to our Content

- 1. The following organizations may link to our Website without prior written approval:
 - 1. Government agencies;
 - 2. Search engines;
 - 3. News organizations;
 - 4. Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and
 - 5. Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Website.
- 2. We may consider and approve in our sole discretion other link requests from the following types of organizations:
 - 1. commonly-known consumer and/or business information sources such as Chambers of Commerce
 - 2. dot.com community sites;
 - 3. associations or other groups representing charities, including charity giving sites,
 - 4. online directory distributors;
 - 5. internet portals;

- 6. accounting, law and consulting firms whose primary clients are businesses; and
- 7. educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b)the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to <u>hello@inmediatum.com</u>. Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 1-3 weeks for a response.

Approved organizations may hyperlink to our Web site as follows:

- 1. By use of our corporate name; or
- 2. By use of the uniform resource locator (Web address) being linked to; or
- 3. By use of any other description of our Website or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of Inmediatum's logo or other artwork will be allowed for linking absent a trademark license agreement.

Iframes

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you

agree to be bound to and abide by these linking terms and conditions.

Removal of links from our website

If you find any link on our Website or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

Content Liability

We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Disclaimer

We provide our Services using a reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

Other than as expressly set out in these terms or additional terms, neither Inmediatum nor its suppliers or distributors make any specific promises about the Services.

For example, we don't make any commitments about the content within the Services, the specific functions of the Services, or their reliability, availability, or ability to meet your needs. We provide the Services "as is".

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

Contact Information

If you have any queries regarding any of our terms, please contact us at <u>hello@inmediatum.com</u>.

Inmediatum is located at: *Chapultepec 77 Int 14 Ladrón de Guevara, Guadalajara 44600 Mexico*.