

THE DOCUMENT IS DIVIDED INTO THE FOLLOWING SECTIONS:

SECTION 1. Privacy Notice in compliance with the Mexican laws corresponding to the Federal Law for Protection of Personal Data in Possession of Private Parties and its Regulations.

SECTION 2. Privacy Policy in compliance with the European Union General Data Protection Regulation.

SECTION 1: PRIVACY NOTICE

PRIVACY NOTICE related to the personal data treated by HIKU DOCUMENT SERVICES, S.A.P.I. DE C.V., INTERPLANET, S.A. DE C.V., MASNEGOCIO.COM, S.A.P.I. DE C.V., OPERADORA METRONET S. DE R.L. DE C.V., METRO NET S.A.P.I. DE C.V., METRO NET HOSTING, S. DE R.L. DE C.V., SIXSIGMA NETWORKS MÉXICO S.A. DE C.V., INTERNET NETWORKS, S.A. DE C.V., FUNDACIÓN KIO, A.C., SM4RT SECURITY SERVICES, S.A. DE C.V. and/or WINGU NETWORKS, S.A. DE C.V. (hereinafter jointly or individually referred to as “KIO”).

Important section on the treatment of sensitive data as a result of health emergency: As a result of the COVID-19 coronavirus pandemic or other similar health emergencies that may occur, it is possible that KIO may treat sensitive data of OWNERS—specifically about their health condition—, or personal information about their social context (such as travel history; regular means of transportation; references about contagion or suspected contagion in their family or social circle; locations visited; behaviors that represent potential risk situations), obtained directly from the OWNERS or transferred by the parties responsible for their treatment, with the express prior written consent of the owners. In these cases, KIO shall treat the information for the sole purpose of being able to have elements based on which to make decisions aimed at preventing contagion or the adoption of actions to safeguard the public health interests of its personnel, visitors, suppliers, customers and the general public. KIO shall treat the OWNERS’ personal information as strictly confidential and shall not transfer it to third parties.

1. General

1.1. **KIO** is a group of companies committed to and respectful of the rights over the personal data of individuals recognized in article 16, paragraph two, of the Mexican Constitution, as well as the provisions of the Federal Law for Protection of Personal Data in possession of the Private Sector and its Regulations and the other applicable standards.

Therefore, in compliance with such laws, it makes this Privacy Notice available to you.

1.2. This Privacy Notice is made available to the OWNERS of the Website with the address: www.kionetworks.com, hereinafter referred to as “THE **KIO** WEBSITE”. As the case may be, it is also

applicable to Internet sites or pages operated individually by each of the legal entities or business units of **KIO**, including:

Masnegocio.com, S.A.P.I. de C.V.: www.masnegocio.com and www.nubbita.com

Fundación KIO, A.C.: www.fundacionkio.org.mx

Sm4rt Security Services, S.A. de C.V.: <https://kiocyber.com>

Wingu Networks, S.A. de C.V.: www.wingunetworks.com, www.suempresa.com,
www.xpresshosting.com

1.3. Should the OWNER provide personal data to **KIO**, it shall be treated in accordance with this Privacy Notice.

2. Identity and address of the party responsible for the treatment of the personal data

2.1. As applicable, the parties responsible for the treatment of the personal data are **HIKU DOCUMENT SERVICES, S.A.P.I. DE C.V., INTERPLANET, S.A. DE C.V., MASNEGOCIO.COM, S.A.P.I. DE C.V., OPERADORA METRONET S. DE R.L. DE C.V., METRO NET S.A.P.I. DE C.V., METRO NET HOSTING, S. DE R.L. DE C.V., SIXSIGMA NETWORKS MÉXICO S.A. DE C.V., INTERNET NETWORKS, S.A. DE C.V., FUNDACIÓN KIO, A.C., SM4RT SECURITY SERVICES, S.A. DE C.V. and/or WINGU NETWORKS, S.A. DE C.V.** (hereinafter jointly or individually referred to in this notice as “KIO”), who agree to respect the provisions established in this Privacy Notice (hereinafter the "Notice"), which is made available in compliance with the provisions established in Federal Law for Protection of Personal Data in possession of the Private Sector and its Regulations (hereinafter referred to indistinctly as the "Law" or the “LFPDPPP”) and its respective Regulations, and is applicable with respect to the personal data of individuals (including individuals in their relationship with legal entities) that **KIO** obtains from candidates, personnel, customers, prospective customers, suppliers, prospective suppliers and/or business partners, service providers, participants in the events and/or training sessions organized by **KIO** and visitors to its Internet page, as well as visitors to its tax address.

2.2. The parties responsible listed below, for purposes of this Privacy Notice, indicate their address for receiving all kinds of notifications or notices related to this Privacy Notice to be those indicated below:

Sixsigma Networks México, S.A. de C.V. y Fundación KIO, A.C.: Prolongación Paseo de la Reforma No. 5287, Cuajimalpa, CP. 05000, Ciudad de México.

Interplanet, S.A. de C.V., Wingu Networks, S.A. de C.V. and Internet Networks, S.A. de C.V.: Boulevard Manuel Ávila Camacho número 40, piso 18, Colonia Lomas de Chapultepec V Sección, Delegación Miguel Hidalgo, C.P. 11000, Ciudad de México, México.

MasNegocio.com, S.A.P.I. de C.V.: Avenida de los Insurgentes Sur No. 2375 Piso 4, Col. Tizapán,

Álvaro Obregón, C.P. 01090, Ciudad de México.

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Operadora MetroNet S. de R.L. de C.V., MetroNet S.A.P.I. de C.V. and MetroNet Hosting, S. de R.L. de C.V.: Prolongación Paseo de la Reforma No. 5287, Cuajimalpa, CP. 05000, Ciudad de México.

Sm4rt Security Services, S.A. de C.V.: Av. Insurgentes Sur N°601 piso 17, Col. Nápoles, Alcaldía Benito Juárez, C.P. 03810, Ciudad de México.

Hiku Document Services, S.A.P.I. de C.V.: Paseo de las Palmas No. 751 Interior 302, Col. Lomas de Barrilaco, Miguel Hidalgo, C.P. 11000 Ciudad de México.

3. Definitions

3.1. **Owner.** The individual (including individuals in their relationship with legal entities) that the personal data identifies and or to whom the personal data corresponds.

3.2. **Party responsible.** Individual or legal entity (**KIO**) of a private nature that determines the nature of the treatment of the personal data.

3.3. **Handler.** The individual or legal entity that, individually or jointly with others, treats the personal data on behalf of the party responsible.

3.4. **Treatment.** The obtaining, use (which includes access, handling, utilization, transfer or disposal of personal data), disclosure or storage of personal data through any means.

3.4.1. **Transfer.** All communications of data made by any person other than the party responsible or the handler of the treatment of such data.

3.4.2. **Transmission.** The communication of personal data between the party responsible and the handler, both within and outside of Mexico.

3.5. **ARCO Rights.** Rights of Access, Rectification, Cancellation and Opposition.

3.6. **Tacit Consent.** The OWNER shall be understood to have consented to the treatment of the personal data, when upon the Privacy Notice being made available to them, they do not express their opposition thereto, in accordance with the provisions of article 8 of the Federal Law for Protection of Personal Data in possession of the Private Sector.

3.7. **Primary Purposes.** The primary purposes for which the personal data is requested and that are required for **KIO** to be able to comply with its legal or contractual obligations with respect to the OWNER.

3.8. **Secondary Purposes.** The purposes that are not necessary for the relationship between **KIO** and the OWNER.

3.9. **Personnel.** For purposes of this Notice and any related documents, including but not limited to any privacy or policy notices derived therefrom, the term "Personnel" shall be used in reference to, and indistinctly include: (i) the personnel assigned to **KIO** in terms of article 15-A of the Federal

Labor Law, or any other provision that may apply or replace it; (ii) personnel assigned to **KIO** by third parties under services agreements; (iii) professional service providers or independent contractors; (iv) professional residents, social service providers or interns; or (v) **KIO** personnel with a labor relationship.

4. Personal data subject to treatment

4.1. **KIO** may obtain directly and/or through handlers, the following personal data:

4.1.1. **Candidates:** Resume, which may include the following data:

General: Full name, gender, nationality, marital status, date and place of birth, image or photograph, official photo ID, passport, driver's license number, email address, land phone number, cell phone number, social security number, retirement fund, Population Registration Number, Federal Taxpayer Registration Number, address (postal code, state, country, city or municipality, neighborhood, location, nearby reference points, street and internal and exterior number), signature, criminal background check and references.

Academic: level and certification of study, school, period of study, ability with languages and computer and office equipment, training courses, certifications, experience, skills and abilities.

Personal references (for which the owner shall ensure they have their consent to provide personal data on such third parties): name, address (postal code, state, country, city or municipality, neighborhood, location, nearby reference points, street and internal and exterior number), land telephone number and cell phone number, occupation, relationship, time and reason for relationship with such individual.

Labor references: time and reason for relationship, companies where the individual has worked, names of their immediate superiors, salaries received, telephone numbers, reason for leaving.

Family data: names, age, schooling, telephone number and occupation of parents, siblings, children and spouse, emergency contact information.

Economic Data: socio-economic study, bank accounts, current expenses, services and loans acquired, level of income and expenses, properties, real estate and debt, benefits and compensation.

Copies of documentation: Employment application, Federal Taxpayer Registration Number (RFC), Population Registration Number (CURP), immigration form (FM), official photograph ID, birth certificate, passport, Mexican Social Security Institute (IMSS) certificate, proof of address, professional license or proof of studies, certifications, recommendation letters, previous payroll receipts, bank statement of account with interbank identification number (CLABE), criminal background, and, if applicable: proof of INFONAVIT loan, marriage license and birth certificate(s) of child(ren).

4.1.2. **Personal**

As applicable depending on the type of relationship the owner has with KIO: Full name, gender, nationality, marital status, age, image or photograph, signature, fingerprint (computing), biometric

data, social security number, retirement fund, place and date of birth, passport, driver's license number, land telephone number and cell phone number, address (postal code, state, country, city or municipality, neighborhood, location, nearby reference points, street and interior and exterior number), email address, current studies, ability with languages and computer and office equipment,

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personal and labor references, for which the owner must have the consent of the third parties in question to share their personal information, (name, telephone number, time they have known each other and reason for relationship), schooling, last level of schooling, professional license or proof of studies, license plate and type of vehicle, bank account data and emergency contact information.

In the case of medical studies (Check-Up) that may come to be performed as part of the compensation or benefits package granted to the personnel, the resulting information shall be the exclusive property of the owner.

Copies of documentation. As applicable depending on the type of relationship the owner has with **KIO**: employment request, CV, official photo ID, proof of address, birth certificate, passport, Federal Taxpayer Number (RFC) certificate, Population Registration Number (CURP), immigration form (FM), professional license or proof of studies, certifications, recent training, Mexican Social Security Institute (IMSS) certificate, credit bureau report, credit history (debts, properties, income, expenses, credit cards), recommendation letters, previous payroll receipts, bank statement of account with interbank identification number (CLABE), criminal and no criminal background, and, if applicable, proof of INFONAVIT loan, marriage license and birth certificate(s) of child(ren).

4.1.3. Customers.

Full name, image or photograph, RFC, signature, official photo ID, land and/or cell phone number, email, address (postal code, state, country, city or municipality, neighborhood, location, nearby reference points, street and internal and exterior number), and address for billing (postal code, state, country, city or municipality, neighborhood, location, nearby reference points, street and internal and exterior number), bank statement cover page and tax information. If applicable, personal data of individuals related to a legal entity, as well as the information and/or documents necessary to follow up on contractual/business matters that relate the company to **KIO**.

Copies of documentation. Official photo ID, company incorporation papers, legal powers of representation of the legal representative registered in the Public Registry of Property and Commerce, RFC Certificate and proof of address.

4.1.4. Suppliers.

Potential Suppliers and Providers. Full name, photograph, tax information, bank statement cover page, signature, advanced electronic signature, email, land and cell phone number, address (postal code, state, country, city or municipality, neighborhood, location, nearby reference points, street and internal and exterior number), Federal Taxpayer Registration number, company they work for, position they hold, the phone numbers and emails of the company, company address (postal code, state, country, city or municipality, neighborhood, location, nearby reference points, street and internal and exterior number), billing information (company name, Federal Taxpayer Registration

number, electronic invoice, bank information, name of the bank, account and account CLABE, SWIFT, ABBA, in the case of international transfers). KIO may also request a resume, and commercial and professional references.

Copies of documents for legal entity Suppliers (with respect to personal information of individuals related to legal entities). Official photo ID of the supplier's legal representative, RFC Certificate, bank

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statements of account, proof of address, signature on Anticorruption Statement, signature on Privacy Notice, signature on Annual certification as Third Party Intermediary or Business Partner, tax return for the current year, incorporation papers, notarized power of attorney of legal representative, financial statements and audited financial statements.

Copies of documents for Suppliers who are individuals. Official ID in force, RFC certificate, CURP, proof of address, tax return, bank statements of account, signature on Anticorruption Statement, signature on Privacy Notice, signature on Annual certification as Third-Party Intermediary or Business Partner, and tax return.

4.1.5. **Participants in events and/or training organized by KIO.**

Full name, gender, email address, social media and land and cell phone

number. 4.1.6. **Visitors to THE KIO WEBSITE.**

Full name, company name, position, email address, phone number, country, state, city and IP address of the visitor; if applicable, the information generated by interaction with cookies or web beacons or other similar technologies, in accordance with the terms set forth in this privacy notice.

4.1.7. **Visitors to the KIO tax address.**

Name, official photo ID, company they work for, person they are visiting, images, photographs and, if applicable, audio of the visitor captured by the company's video surveillance services.

4.2. In the case of non-sensitive data, as well as financial and asset data treated for primary purposes in order to allow KIO to be able to comply with legal or contractual obligations related to the OWNER, KIO assumes that it has the OWNER's tacit consent for the treatment, in accordance with the provisions of articles 8 and 10 of the LFPDPPP, unless the Owner expressly expresses its opposition of such treatment, in which case such opposition shall have the scope set forth in the applicable legal provisions.

4.3. The OWNER is responsible for the truthfulness and accuracy of the data that, if applicable, it provides to **KIO**.

4.4. **KIO** declares that it can obtain the personal data of the OWNER through public access sources in order to validate, update and contact the OWNER, respecting at all times the reasonable privacy expectation referred to in article 7 of the LFPDPPP.

4.5. **KIO** can use the IP (Internet Protocol) information to analyze any type of threats to the **KIO WEBSITE**, as well as to gather demographic information. However, the IP information in no case shall be used to identify the OWNERS, except when there is a possibility of fraudulent activity.

5. Use of Cookies and Web beacons

5.1. The **KIO** WEBSITE or other sites of the **KIO** group usually use cookies with certain characteristics or functions. Cookies are specific types of information that a website transfers to the hard drive of the computer of the OWNER in order to keep records. Cookies can be used to facilitate the use of a website, and to save passwords and preferences while the OWNER surfs the Internet.

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5.2. Web beacons are images inserted in a website or email that can be used to monitor a visitor's behavior, as well as to store information on the IP address of the User-OWNER, the length of time they interact with the page and the type of browser used, among other information.

Although most browsers accept cookies and web beacons automatically, the OWNER can configure their browser not to accept them.

5.3. On the **KIO** WEBSITE, cookies are used to improve the experience in using the page. The OWNER can change the configuration of the cookies at any time, disabling the "Cookies on social networks" options (which are used by the "share" buttons on social networks, and by "Functional cookies" option), which are what allow **KIO** to analyze the use of the site to measure and improve its performance. However, the OWNER cannot disable the "Cookies requested" option, since they are required for the correct functioning of the site.

5.4. To deactivate the cookies, follow the instructions indicated below:

a) Internet Explorer: <https://support.microsoft.com/en-us/help/278835/>

b)

Firefox: <http://support.mozilla.org/es/kb/Habilitar%20y%20deshabilitar%20cookies?s=deshabilitar+cookies&r=0&e=es&as=s;>

c) Opera: [http://help.opera.com/Windows/11.60/en/cookies.html;](http://help.opera.com/Windows/11.60/en/cookies.html)

d) Safari IPAD: [http://manuals.info.apple.com/en_US/iPad_iOS4_User_Guide.pdf;](http://manuals.info.apple.com/en_US/iPad_iOS4_User_Guide.pdf) e) Safari

IPHONE: [http://manuals.info.apple.com/en_US/iPhone_iOS3.1_User_Guide.pdf;](http://manuals.info.apple.com/en_US/iPhone_iOS3.1_User_Guide.pdf) y f)

Chrome: <http://support.google.com/chrome/bin/answer.py?hl=es&answer=95647>

6. Purposes of the treatment of the personal data

6.1. **KIO**, on its own behalf or through Handlers, shall treat the personal data for the Primary Purposes required for **KIO** to be able to comply with its legal or contractual obligations in its relationship with the OWNER, and specifically, it may treat the personal data of the OWNER, as applicable depending on the type of relationship they have with them, for the following **purposes**:

6.1.1. **The OWNER-Candidate:**

a) Evaluate the competency of the candidate for possible job vacancies; contact the OWNER Candidate through any means to follow up on and evaluate the experience and education of OWNER-Candidate in order to determine the viability of their selection for the position they are applying for.

b) Investigate or verify the candidate's background and references, as well as, if applicable, perform socioeconomic studies on the OWNER-Candidate. The personal data of the candidate contained in the socioeconomic reports will be retained for a period of up to 1 (one) year from the time they were obtained.

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c) Understand the work experience of the OWNER-Candidate, as well as their knowledge, competencies and skills for the position they are applying for.

d) Create a file for the OWNER-Candidate that will be retained at the **KIO** offices, in electronic form, for up to **1 (one)** year counted as of the time it was obtained, in the case the OWNER-Candidate is not selected for the position they applied for.

e) If applicable, share the information provided by the candidate with third parties (job banks, placement agencies or other similar organizations), with the consent of the OWNER.

6.1.2. OWNER-Personnel (as applicable depending on the type of relationship the OWNER has with KIO):

a) Create a file, in physical and/or digital format, on the OWNER-Personnel that will be retained at the **KIO** address.

b) Perform the processes necessary for registration, cancellation, changes and disabilities with the IMSS and other government institutions where it is required.

c) Perform the procedures necessary to obtain the debit card for depositing the salary and other benefits earned by the OWNER-Personnel.

d) Perform and deliver the corporate credit card, in the case the description of the position held by the person in question so requires.

e) Support the OWNER-Personnel in their comprehensive formation, developing a social conscience and professional commitment, through innovative, agile, consistent and flexible IT projects.

f) Carry out the process for payment of the salary and benefits of THE OWNER-Personnel, as well as the alimony discounts required by court order.

g) Deliver the uniforms determined by KIO as necessary for the performance of their work activities.

h) Keep a control of attendance and entry and exit times of the OWNER-Personnel at their place of work with **KIO** through access cards. These records shall be retained throughout the entire term of the labor relationship, and up to 6 (six) months following the end of the

labor relationship.

- i) Manage the business trips the OWNER-Personnel needs to make with airlines and hotels.
- j) Issue the proof of employment documents required by the OWNER-Personnel.
- k) Register the OWNER-Personnel in the courses, seminars, workshops or any other kind of training organized by third parties related to **KIO**'s activities or line of business.
- l) Prepare the letters or assignment contracts for the work tools required by the OWNER Personnel to execute their work functions.
- m) Process the applicable insurance (such as, life insurance, major medical expenses, among others) and the grocery vouchers.

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- n) Provide the service of providing fuel for the vehicles used by the OWNER-Personnel in compliance with their labor obligations.
- o) Display the file of the OWNER-Personnel to verify compliance with the processes in the quality audits or accounting audits of **KIO** that are performed periodically by third parties certified in the corresponding field.
- p) Make professional recommendations to the OWNER-Personnel or to give references related to them and their labor or professional performance during the term of the labor relationship, up to **1 (one) year** following the end of the relationship.
- q) For informative purposes or in corporate communications (newsletters, bulletins or methods of internal communication) related to events, campaigns or notices, which may include, as applicable, photographs, interviews, or mentions in methods of communication or social media.
- r) Treatment of personal information as necessary or advisable in order for **KIO** to be able to comply with its legal or contractual obligations with personnel, depending on the type of legal relationship it has with the owner.

The personal data of the personnel mentioned in this section shall be retained, physically and electronically, by **KIO** for up to **10 (ten) years** following the end of the labor relationship or the corresponding legal terms, depending on the type of relationship that **KIO** had with the owner.

6.1.3. **OWNER-Customer or Prospective Customer:**

- a) Contact by any means, by phone, email or social networks, the OWNERS-Customers, to attend to and follow up on their information requests, services and/or products offered and/or sold by **KIO**.
- b) Manage and provide the service offered by **KIO**, as well as provide technical assistance to the Customer or Prospective Customer.
- c) Contact the OWNER-Customer by any means in order to make clarifications and provide follow-up on payments or any other situation related to the products and/or services provided by **KIO**, such as complaints or comments about the services.

d) Make contact with the OWNER-Customer to manage and collect debts and, when applicable, contact the individuals that the OWNER has authorized as payment contacts.

e) Register them in the accounting system, for access to the personal data, by the individuals authorized for such purpose.

f) Issue electronic invoices and credit memos derived from the products and/or services offered by **KIO**. These invoices, in physical and/or electronic format, as well as the credit memos, shall be retained by **KIO** throughout the term of the business relationship, and for up to **10 (ten) years** following the end of such.

g) Store on different databases the information on the customers or prospective customers that contact **KIO** over the phone or via email in order to make consultations or request

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products and/or services. These records shall be stored for a period of **1 (one) year** counted as of the time they are obtained if no product and/or service is sold.

h) Perform transactions with credit institutions as a result of the business transactions.

i) Register them in the software called SIAV MÉXICO, SIOS, SIAA, SPI, SAP, as well as the software for generation and sending of electronic invoices and encrypted electronic documents, for access to the personal data by the individuals authorized for such purpose.

j) Notify the Customer or Prospective Customer of changes in the service offered by **KIO**.

k) Coordinate meetings with the OWNERS-Customers over the phone, via email or through any other means, in the form of either physical or digital support.

l) Attend to and follow up on sales through Internet sites and expositions.

m) Generate a record in the database of **KIO's** "customers" and/or prospective customers, which shall be retained for the duration of the business relationships, and for **1 (one) year** following the end of such.

n) For purposes of recording, managing and administering purchase, work or service orders, as well as payment mechanisms, through IT platforms.

o) For informative or corporate communication purposes related to events, campaigns or notices, which may include, as applicable, photographs, interviews, mentions in media or social media (for example, in the context of success stories, customer experiences or other similar items).

p) Treatment of personal information as necessary or advisable in order for **KIO** to be able to comply with its legal or contractual obligations with personnel, depending on the type of legal relationship it has with the OWNER.

6.1.4. OWNER-Supplier:

a) Contact the OWNERS-Suppliers via telephone or email to request or follow up on requests for the information, products and/or services required.

- b) Contact the OWNER-Supplier via any means in order to make clarifications and follow up on payments or any other situation derived from the services requested by **KIO**.
- c) Register them in the accounting system or the method that comes to replace it in the future, for access to the personal data, by the individuals authorized for such purpose.
- d) Retain for a period of up to **10 (ten) years** as of the time they are generated, the electronic invoices and credit memos, in physical and/or electronic format, related to the products and/or services requested by **KIO**.
- e) Retain for a period of **10 (ten) years** the contracts that **KIO** enters into with its suppliers, both in physical and electronic form, upon finalization thereof.
- f) Make bank transfers and data corrections related to the requests for products and/or services made by **KIO**.

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- g) Verify the Supplier's personal and professional references, and verify and investigate the Supplier's background, behavior and/or business reputation, either directly or through the provision of services by parties engaged to perform such services.
- h) If applicable, issue information on the Supplier to the parties responsible engaged by **KIO** that provide services to **KIO** related to the processing of information for administrative purposes, comprehensive management systems (including but not limited to billing and payment systems) and for statistical and control purposes.
- i) For purposes of recording, managing and administering purchase, work or service orders, as well as payment mechanisms, through IT platforms.
- j) For informative purposes or in corporate communications related to events, campaigns or notices, which may include, as applicable, photographs, interviews, or mentions in methods of communication or social media.
- k) Treatment of personal information as necessary or advisable in order for **KIO** to be able to comply with its legal or contractual obligations with personnel, depending on the type of legal relationship it has with the owner.

6.1.5. OWNER-Participants in events and/or training organized by KIO:

- a) Register the OWNER-Participant as an attendee for the events and/or training organized by **KIO**.
- b) Confirm the attendance and allow access by the OWNER-Participant to the physical or virtual spaces where the events and/or training organized by **KIO** are held.
- c) Store on different databases, in physical or electronic format, the information on the participations in the events and/or training organized by **KIO**.
- d) Send information on times, location, schedule, speakers, as well as any changes thereto, to the participants in the events and/or training organized by **KIO**.

e) In the case that **KIO** deems it advisable, it can send invitations, promotions or information on its products or services, which may either be send directly by **KIO** or through any third party HANDLER.

f) For informative purposes or in corporate communications related to specific events and/or training, which may include, as applicable, photographs, interviews, or mentions in methods of communication or social media.

This information may be retained by **KIO** for up to **2 (two) years** after the event and/or training is held.

6.1.6. **OWNER-Visitor to THE KIO WEBSITE:**

a) Store on different databases, in physical or electronic format, the information on the customers or prospective customers that contact **KIO** over the phone or via email in order to make consultations or request products and/or services. These records shall be stored

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for a period of **1 (one) year** counted as of the time they are obtained, in the case that no business transactions are carried out with **KIO**.

b) Send information or quotes, upon prior request by the OWNER-Visitor through the form available on the **KIO** website under the "Contact us" tab.

6.1.7. **OWNER-Visitors to the KIO tax address:**

a) Store on different databases, in physical and/or electronic format, the data and images of the visitors to the **KIO** website, in order to provide access cards and maintain control of the entry and exit of the visitors to its facilities, as well as the data centers, which forms part of the security and protection measures adopted within the organization. The images stores through the video surveillance systems shall be retained for a period of **90 (ninety) days** as of the date they are captured. The other data requested from the visitors may be retained for a period of up to **1 (one) year** from the time it was obtained.

7. Other provisions

7.1. **KIO** agrees to observe in connection with the personal data it treats of the OWNER, the principles of legality, consent, information, quality, purpose, loyalty, proportionality and responsibility.

7.2. **KIO** shall cancel the personal data of the OWNER when the purposes for which the data was treated are complete, except in the cases where this Notice or the law establishes a different specific term.

7.3. **KIO** agrees to only contract services on the cloud with suppliers that meet the requirements establishes in the LFPDPPP Regulations.

7.4. The personal data of the OWNER may be used for the following Secondary Purposes, as

applicable in the case of the relationship between the OWNER and **KIO**:

- a) Generate information for the **KIO** website.
- b) Send newsletters or periodic communications directly or through HANDLERS, on current matters related to the products and/or services offered by **KIO**, or for other marketing or business prospecting purposes.
- c) Evaluate the opinion of the OWNERS and the quality of the products and/or services offered by **KIO**.
- d) Send emails with information on events organized by or related to **KIO** and/or third parties; (ii) To prepare reports on statistical studies and demographic reports with disassociated data of its OWNERS.
- e) Send communications related to services, job offers, promotions, information on event sponsors and security updates.
- f) Send information on the technical support and administrative services provided by **KIO**.

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- g) For informative purposes or in corporate communications related to events, campaigns or notices, which may include, as applicable, photographs, interviews, or mentions in methods of communication or social media.
- h) Others that are not necessary for **KIO** to be able to comply with its legal or contractual obligations in its relationship with the OWNER.

7.5. Should the OWNER not wish for **KIO** to use its personal data for the Secondary Purposes established in the preceding point, the OWNER has a term of **5 (five) business days** to, when applicable, express its refusal for the treatment of its personal data with respect to the purposes that are not necessary and that did not give rise to the legal relationship with **KIO**. To this end, **KIO** makes an email address available to which the application to remove treatment of the personal data must be sent, which is as follows: protecciondedatos@kionetworks.com

8. Limitations on the access and disclosure of the personal data

8.1. Also, to avoid receiving promotional messages or advertising from **KIO** you can send a message with this request to protecciondedatos@kionetworks.com. In the case of advertising over the phone, you can also register with the Public Registry to Avoid Advertising. For more information, visit the website of the Federal Consumer Protection Agency (PROFECO), found at <https://repep.profeco.gob.mx/>.

9. Security Measures

9.1 **KIO** protects the security of the personal information by applying physical, administrative and technological security measures substantially similar to those used to protect its own confidential information, complying with the legal standards of the applicable laws. All databases of personal

data have limited access and are located in facilities controlled with security mechanism and are subject to treatment as confidential.

9.2 Notwithstanding the above, and in the case of security violations in any phase of the treatment that significantly affect the property or moral rights of the OWNERS, they shall be informed via email immediately, in order for such OWNERS to be able to take the corresponding measures to defend its rights, relieving **KIO** of any liability if the violation is not attributable to it.

10. Party designated to process requests

10.1. In the case that the OWNER wishes or needs to withdraw its consent, or to Access, Correct, Cancel or Oppose the treatment of the personal data it has provided, it must do so through the party designated by **KIO**, the information on which is as follows:

Party designated: ARCO Rights Coordinator

Email address: protecciondedatos@kionetworks.com

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11. Means for revoking consent

The OWNER of the personal data may revoke the consent granted by means of acceptance hereof. This revocation of the consent granted through electronic means must be carried out by following the procedure below and using the following form for the OWNER to exercise its rights.

11.1. Send an email addressed to the Party Designated in point 8.1 of this Notice, by means of which these requests will be addressed.

11.2. Send a request or message to the email mentioned above indicating:

1. The full name of the OWNER, address and email to receive the response generated as a result of the request
2. The reason for the request
3. The arguments supporting the request or petition
4. Official document that verifies their identity and proves they are who they say they are
5. Date as of which the revocation of consent is effective

11.3. **KIO** shall notify the owner within a maximum term of **20 (twenty) business days** counted as of the date on which the request related to the exercise of the ARCO rights is received, of the decision adopted, in order for it, if it is deemed to be applicable, to be made effective within the **15 (fifteen) business days** following the date on which the response is communicated, by means of a message indicating that all of the acts related to the non-treatment of the personal data of the OWNER have been executed.

12. Means for exercising ARCO rights

12.1. In the case that the OWNER needs to Access, Correct, Cancel or Oppose the personal data it provided to **KIO**, the OWNER shall have the following form available to it for it to exercise its rights, for which it must respect the following procedure:

1. Send an email addressed to the Party Designated by KIO in point 8.1 of this Notice, by means of which these requests will be addressed, indicating the following:

(a) The full name of the OWNER, address and email to receive the response generated as a result of the request

(b) The reason for the request

(c) The arguments supporting the request or petition

(d) Official document the OWNER's identity (or, if applicable, the identity of their representative or legal representative)

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(e) Clear and precise description of the personal data for which the OWNER wishes to exercise any of its ARCO rights, and any other element or document that facilitates the localization of the personal data.

12.1.1. In the case of requests for the correction of personal data, the OWNER must indicate, in addition to the above, the changes to be made and provide the documentation supporting the request.

12.1.2. **KIO** shall notify the OWNER within a maximum term of **20 (twenty) business days** counted as of the date on which the request for access, correction, cancellation or opposition is received, of the decision adopted, in order for it, if it is deemed to be applicable, to be made effective within the **15 (fifteen) business days** following the date on which the response is communicated.

12.1.3. In the case of requests for access to personal data, the delivery shall proceed upon verification of the identity of the requestor or legal representative, as applicable.

13. Sending and transfer of personal data

13.1. **KIO** agrees not to transfer the data referred to in this Notice to Third parties without the prior consent of the OWNER, or in the cases indicated in article 37 of the Federal Law for Protection of Personal Data in possession of the Private Sector and its Regulations.

13.2. In compliance with the purposes of this Notice or its legal or contractual obligations, KIO may transmit data to HANDLERS for its treatment, in the terms set forth in articles 50 and 51 of the LFPDPPP.

13.3 Thus, **KIO** agrees to take the measures necessary to guarantee that the HANDLERS it hires comply with the purposes established in this Notice.

14. Modifications

This Privacy Notice may be amended at the time and in the manner that **KIO** deems appropriate based on the study and the regulations related to the protection of personal data that arise, and it therefore agrees to keep this Notice up to date for consultation on the **KIO WEBSITE**, in order for, if applicable, the OWNER to be able to exercise its ARCO rights.

15. Specific notes

15.1. **Wingu Networks, S.A. de C.V.:** The financial data and/or payment methods that You share through the Internet sites www.wingunetworks.com, www.suempresa.com and/or www.xpresshosting.com are gathered and treated directly by the company responsible for their treatment, which serves as a transaction platform for the operation and verification of the payments. **KIO** does not have access to this information. **KIO** also does not have access to or control over the information shared directly by the customer in using technological platforms or services of third parties (for example, Google, Amazon Web Services, Microsoft, etc.), in such case it is the

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privacy policy and/or notice of such parties which shall be applicable. In the case of contracting domain names and/or hosting, **KIO** may share personal information with HANDLERS or third parties as necessary to comply with the contractual obligation of providing the service contracted, in accordance with the international ICCAN (Internet Corporation for Assigned Names and Numbers) standards.

15.2. **Masnegocio.com, S.A.P.I. de C.V.:** The financial data and/or payment methods that You share through the Internet sites www.masnegocio.com and/or www.nubbita.com are gathered and treated directly by the company responsible for their treatment, which serves as a transaction platform for the operation and verification of the payments. **KIO** does not have access to this information.

15.3. **Sixsigma Networks México, S.A. de C.V.:** The services contracted with **KIO** with respect to data analytics, including those which, when applicable, are offered under the commercial name of "Dattlas", may involve the transmission of personal data to treatment HANDLERS. Due to their nature, these services may involve the treatment of personal data, the scope of which the contracting customer is aware of and informed of in accordance with the contractual provisions established in this regard.

15.4. **Sm4rt Security Services, S.A. de C.V.:** The services contracted with **KIO** may involve the transmission of personal data to treatment HANDLERS related to SOC (Security Operation Center), Vulnerability Management, or Privacy Impact Analysis services, or other similar services. Due to their nature, these services may involve the treatment of personal data, the scope of which the contracting customer is aware of and informed of in accordance with the contractual provisions established in this regard.

16. Guaranteeing authority

If you consider that your right to the protection of your personal data has been damaged as a result of any conduct or omission of ours, or you presume there may be a violation of the provisions established in the Federal Law for Protection of Personal Data in possession of the Private Sector, its Regulations, and other applicable laws, you may file your nonconformity or complaint with the National Institute of Transparency, Access to Information, and Protection of Personal Data (INAI). For more information, we recommend that you visit their official website at <http://www.inai.org.mx>

17. Applicable law and jurisdiction

This notice is governed by the laws applicable in Mexico, particularly by the Federal Law for Protection of Personal Data in possession of the Private Sector and its Regulations, and other applicable laws.

SECTION 2: PRIVACY POLICY

1. IDENTIFYING INFORMATION

In compliance with the duties of information gathered set forth in article 10 of Law 34/2002 of July 11 regarding Services of the Information Society and E-commerce, the following information is indicated below: the owner of KIO NETWORKS.ES is KIO NETWORKS ESPAÑA, S.A. (hereinafter, OWNER), with the address for these purposes located at Santiago Navarro nº8 Complejo de Espinardo, 30100 Murcia, Tax Identification Number: A73831604. The contact email is info@kionetworks.es

2. USERS

The access and/or use of the OWNER's website gives rise to the condition of being a USER, who accepts, through such access and/or use, the General Use Conditions indicated herein. The referred Conditions shall be applied independently from the General Contracting Conditions that may obligatorily be applicable.

3. USE OF THE SITE

KIO NETWORKS.ES provides access to information, services, programs or data (hereinafter, "the contents" on the Internet site belonging to the OWNER that the USER can access. The USER

assumes responsibility for the use of the website. This responsibility extends to the registration required to access certain services or contents. In this registration, the USER shall be responsible for providing true and legal information. As a consequence of this registration, the USER can be provided with a password, which they shall be responsible for, agreed to make careful and confidential use thereof. The USER agrees to make appropriate use of the contents and services that the OWNER offers through its website.

4. DATA PROTECTION

KIO Networks España is the party responsible for the treatment of the information, with the address for these purposes located at Santiago Navarro nº8 Complejo de Espinardo, 30100 Murcia, Tax Identification Number: A73831604.

Any matter related to the protection of information shall be attended to at lopd@kionetworks.es or via mail posted to the Individual Responsible for Treatment of KIO Networks España at the address indicated above.

KIO Networks España reserves the right to modify this policy to adapt it to legislative or jurisprudential changes. In this case, the changes made shall be announced on the website reasonably in advance to the implementation of such changes.

Purposes

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We use your data for the following purposes:

- Attend to requests for information about our services
- Provide our services.
- Manage contractual relationships with clients, suppliers and employees.
- Manage access to the installation.

Data treated

The data to be treated by KIO Networks España in the framework of the relationship with the interested party and conditional to the agreed purposes, falls under the following categories:

- Identification and contact information, for example: names, last names, phone number or email.
- Economic data
- Data on their visit to our website and social networks as described in the “Use of cookies” section below.

Whenever we request Personal Data, we will inform the owner clearly of the personal data we gather and the purpose of such, and will ask for their express consent through marking the corresponding boxes on the data request forms. It is important that they keep their data up to date and notify us of any changes.

Retention of the data

The personal data provided shall be retained for as long as necessary in order to respond to the requests or applications made, the provision of our services or the contractual relationship, provided the elimination of the data is not requested by the interested party, and only for the length of time required to comply with the legal obligations corresponding to each case based on the each type of data.

Recipients to which the data shall be communicated

The data may be communicated to related parties of KIO Networks España for the provision of various services as Handlers of the Treatment. Some of these Handlers operate outside the EU, and may be covered by the Privacy Shield agreement. Information available at: [//www.privacyshield.gov](http://www.privacyshield.gov). When this is not the case, the interested party shall be promptly informed.

During the duration of the treatment period, KIO Networks España shall not make any transfer, except due to legal obligation.

Legitimacy of the treatment of your data.

We treat your data thanks to your clear consent or through the signing of a contract.

Rights of the interested party

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Any person has the right to obtain confirmation as to whether KIO Networks España is treating their personal data or not and they may contact us at any time to:

- Access their personal data and any other information indicated in Article 15.1 of the RGPD.
- Correct their personal data when it is inaccurate or incomplete in accordance with article 16 of the RGPD.
- Cancel their personal data in accordance with article 17 of the RGPD.
- Limit the treatment of their personal data in accordance with article 18 of the RGPD. ●

Request the transferability of their data in accordance with Article 20 of the RGPD. ●

Oppose the treatment of their personal data in accordance with article 21 of the RGPD.

If they have granted their consent for any concrete purpose, they have the right to withdraw the consent granted at any time, without this affecting the legality of the treatment based on their previous consent that was then withdrawn. These rights can be exercised by sending an email to alopd@kionetworks.es or by mail posted to KIO Networks España, providing proof of their identity.

Lastly, we inform interested parties that they may file a claim related to the treatment of their personal data with the Control Authority (www.aepd.es).

Additional Information

Detailed information on the requirements, rights and legislation applicable to data protection can be consulted at <http://www.agpd.es>

A list of frequently asked questions can be found at <https://sedeagpd.gob.es/sede-electronica/web/vistas/infoSede/preguntasFrecuentes.jsf>

5. INTELLECTUAL AND INDUSTRIAL PROPERTY

The OWNER on its own behalf or as the transferee is the owner of all of the intellectual and industrial property rights of KIO NETWORKS.ES, as well as the aspects contained therein. All rights reserved. In light of the provisions established in articles 8 and 32.1., second paragraph, of the Intellectual Property Act, the reproduction, distribution and public communication, of all or a portion of the contents of this website for commercial purposes, including the form it was made available, in any support or by any technical means, without the prior and express of the OWNER, is strictly prohibited.

The USER agrees to respect the Intellectual and Industrial Property rights of the OWNER and to abstain from cancelling, altering, eluding to or manipulating any protection device or security system installed on the OWNER's websites.

6. COOKIES POLICY

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This website, kionetworks.es, like many others, uses cookies in order to facilitate, improve and personalize the user navigation experience.

Cookies are small text files that the server of a website stores on the user's browser (Explorer, Safari, Firefox, Chrome...). In this way, when the user returns to the website, the cookies are read to identify the user and establish their navigation preferences.

This website uses the following cookies:

- **Cookies to facilitate navigation** of users and to remember where users are when they navigate on the website. These cookies disappear after one month.
- **Session cookies** to follow the session on websites that require registration. These cookies are required to access the restricted services or content by users who navigate as registered users. If the remember my password selection has not been selected, these cookies are eliminated when the browser is closed or the device is turned off.
- **Web measurement and analysis cookies.** These cookies are used to analyze the visits of made by users, and their navigation time on the website. The information gathered by these cookies is transferred and filed directly on the servers of the service providers.
- **Advertising cookies.** These cookies are used to know whether you have visited an add and how long it has been since you visited it. This allows us to show you the most appropriate advertising at

all times.

- **Third party advertising cookies.** Many advertisements shown on this website are generated by third parties. Some of these third parties may store cookies on your browser while you navigate on kionetworks.es. The companies that generate these cookies have their own privacy policies.

- **Other third-party cookies.** Third parties may store cookies on your browser while you navigate on kionetworks.es. The companies that generate these cookies have their own privacy policies.

- **Geolocation cookies.** These are used to verify the country you are in when you request a service. This Cookie is completely anonymous and they are only used to help direct the content to your location.

How can I disable the cookies?

You can configure your browser to delete all of these cookies automatically when you close the browser, computer or device.

- Chrome: <http://support.google.com/chrome/bin/answer.py?hl=es&answer=95647>

- Firefox: <http://support.mozilla.org/en-us/kb/cookies-information-websites-store-on-your-computer?redirectlocale=en-us&redirectslug=cookies>

- Internet Explorer: <http://support.microsoft.com/kb/196955>

- Safari Web: <http://support.apple.com/kb/ph5042>

- Safari IOS: <http://support.apple.com/kb/ht1677>

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What happens if the Cookies are disabled?

Some functions will be disabled, such as, continued identification, receipt of information directed to your location, etc.

You can contact the owner of this website about the cookies at lopd@kionetworks.es

7. EXCLUSION OF GUARANTEES AND LIABILITY

The OWNER is not responsible, in any case, for the losses and damages of any kind that could be caused by the use of the website.

8. MODIFICATIONS

The OWNER reserves the right to make the changes it deems necessary to the website without prior notice, and may change, cancel or add both contents and services provided through the site, as well as the form in which they are presented or located on the website.

9. LINKS

In the case that KIONETWORKS.ES makes links or hyperlinks to other Internet sites available, the OWNER shall not have any type of control over such sites and contents. In no case shall the OWNER assume any liability whatsoever for the contents of any link belonging to another website, or guarantee the technical availability, quality, reliability, accuracy, extent, truthfulness, validity and constitutionality of any material or information contained on any of such hyperlinks or other Internet sites. Also, the inclusion of these external links shall not imply any type of partnership, merger or interest in the linked entities.

10. RIGHT OF EXCLUSION

The OWNER reserves the right to deny or withdraw access to the website and/or services offered without the need for advance notice, at its own behest or at that of a third party, to those users who violate these General Use Conditions.

11. GENERAL

The OWNER shall pursue violations of these conditions, as well as any undue use of its website, exercising all civil and criminal actions that may correspond to it by law.

12. CHANGES TO THESE CONDITIONS AND TERM

The OWNER may modify at any time the conditions established herein, provided they are duly published as they appear here. The term of the referred conditions shall be based on the exposure and shall remain in effect until they are modified by other duly published conditions.

13. APPLICABLE LEGISLATION AND JURISDICTION

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The relationship between the OWNER and the USER shall be governed by current Spanish law and any controversy shall be submitted to the competent Judges and courts in accordance with the applicable legislation.

