

TERMS AND CONDITIONS KIO MARKETPLACE

This Agreement by and between **KIO** (KIO GROUP, ANY OF ITS SUBSIDIARIES) and the **USER** (CLIENTS AND/OR SUPPLIER OF SOME OF KIO GROUP COMPANIES AND ITS SUBSIDIARIES THAT ACCEPT TO OFFER THEIR SERVICES IN KIO MARKET), describes the general **TERMS AND CONDITIONS** (hereinafter, “**TERMS AND CODITIONS**”), applicable to the use, interaction, content and possible services that may be offered between **USERS** through **KIO MARKETPLACE** of which **KIO** is the owner and administrator.

Any **USER** who wishes to access and use the **KIO MARKETPLACE** site may do so subject to these **TERMS AND CONDITIONS**, as well as the policies and principles incorporated into this document. Any **USER** who does not accept these **TERMS AND CONDITIONS** must refrain from using **KIO MARKETPLACE**.

It is possible that in the future the policies regarding the use of **KIO MARKETPLACE** will be updated, therefore it is recommended to review these updates, in order for the **USER** to be adequately informed about the use of **KIO MARKETPLACE** and its implications.

1. PURPOSE.

The purpose of these **TERMS AND CONDITIONS** is to regulate the access, use and management of **KIO MARKETPLACE**, understanding by this any type of content, and possible interaction of **USERS** with each other for the possible contracting of services between them. **KIO** reserves the right to modify at any time and without prior notice, the presentation, the contents, the functionality, the products, the configuration that may be contained in **KIO MARKETPLACE**, in this sense, the **USER** recognizes and accepts that **KIO** may interrupt, deactivate or cancel any of the elements that make up **KIO MARKETPLACE** or even the access to said elements.

Access to **KIO MARKETPLACE** is free, and therefore the **USER** will be able to use it without having to provide a payment, nonetheless the use of the contents and the interaction with other **USERS** is prior registration in **KIO MARKETPLACE**. Access to the contents is directed to **USERS**, through their collaborators and/or legal representatives, for which **KIO** declines any responsibility for the breach of this condition. The **USER** accepts and acknowledges that the registration in **KIO MARKETPLACE**, as well as its use and interactions, are carried out by its trusted personnel and that they have full capacity to oblige the **USER** to these **TERMS AND CONDITIONS**.

The entry and use of **KIO MARKETPLACE** is aimed at **USERS** may or may not reside in the Mexican Republic, and its purpose is for **USERS** interact with other **USERS** in order to analyze and agree on the provision of services in the Mexican territory, by which, **KIO** does not ensure that **KIO MARKETPLACE** fully or partially complies with the applicable legislation of other countries, therefore, if the **USER** resides or operates from another country and decides to access and/or use **KIO MARKETPLACE**, it will do so under his own responsibility and shall ensure that such access and navigation complies with the local legislation that is applicable, **KIO** is not liable and in no way responsible for what could derive from the omission of this act by the **USER**.

The **USER** accepts and acknowledges that **KIO** may choose to administer the site directly or through a third party, which does not modify in any way what is established under these **TERMS AND CONDITIONS**. The registration, entry and use of **KIO MARKETPLACE** is under the sole responsibility of the **USER**, as well as the modification and updating of the services offered by the **USERS**.

KIO does not guarantee that the descriptions of the services or other content that is entered by the other **USERS** are exact, complete, truthful, current or free of errors. **KIO** is not responsible for the availability of such external services or resources offered by **USERS**. Therefore, the **USER** releases **KIO** from all responsibility with respect to the aforementioned and cannot claim directly for the services agreed with other **USERS**.

2.- OF THE USER.

The access and/or use of **KIO MARKETPLACE**, as well as the resources enabled for interaction between **USERS** or between a **USER** and **KIO**, such as making publications or sending comments, confers the condition of **USER** of the site and therefore as an implicit acceptance of terms herein, **USER** will be subject to these **TERMS AND CONDITIONS**, as well as subsequent modifications, without prejudice to the applicable legislation, therefore, they will be considered accepted from the moment the **KIO MARKETPLACE** is accessed and the corresponding registration is made. The **USER** is responsible of reviewing possible future modifications to these **TERMS AND CONDITIONS**.

It is the **USER's** responsibility to use the site in accordance with the way it was designed, in this sense, the use of any type of software that automates the interaction or downloading of content is prohibited. The **USER** hereby agrees to enter and use **KIO MARKETPLACE** in a proper manner and for lawful purposes, without contravening these **TERMS AND CONDITIONS**, morals and/or public order. The **USER** shall refrain from performing any act in **KIO MARKETPLACE** that may derive in a violation or may affect the rights of third parties and/or impair the proper functioning of the site.

The **USER** hereby grants its consent to receive electronic communications from **KIO** and/or directly from any other **USER** with whom it has interaction through **KIO MARKETPLACE**.

The **USER** agrees to provide lawful and truthful information in the registration forms and subsequent once enabled on the site, in which the user has to provide certain data or information to access any specific content, product or service offered by any of the other **USERS**. The **USER** shall immediately notify **KIO** about any fact that allows the misuse of the information registered in said forms, such as improper use or unauthorized access to accounts and/or passwords, in order to proceed to its immediate cancellation.

KIO reserves the right to withdraw all those comments and/or contributions that violate the law, disrespects other **USERS**, are discriminatory, goes against the rights of third parties or

public order, or that, in its opinion, are not adequate for its exhibition in **KIO MARKETPLACE**. **KIO** will not be responsible for the opinions expressed by the **USERS**.

3.- ACCESS AND NAVIGATION IN KIO MARKETPLACE.

KIO does not guarantee or undertake the continuity and availability of the products and services offered by **USERS**, **KIO** only undertakes to carry out necessary actions to maintain the proper functioning of **KIO MARKETPLACE**, without this implying any responsibility on the part of **KIO**.

KIO is not responsible for damages that may be caused to **USERS** by improper use of the site, in no case will it be responsible for losses or damages of any kind that arise from the sole access or use of **KIO MARKETPLACE**.

KIO will not be responsible if a **USER** decides to hire the services of another **USER** and a conflict arises between them due to the fact that the conditions and prices are not up to date, this cannot under any circumstances be the responsibility of **KIO**.

4.- PRIVACY AND DATA POLICY.

In accordance with the provisions of the Federal Law on Protection of Personal Data Held by Private Parties (Ley Federal de Protección de Datos Personales en Posesión de los Particulares), **KIO** undertakes to adopt the necessary measures that are within its reach to ensure the privacy of personal data that may be entered on the site, avoiding its alteration, loss or unauthorized treatment. In order to comply with the aforementioned law, all personal data that is entered into **KIO MARKETPLACE**, will be treated in accordance with the principles of legality, quality, purpose, loyalty and responsibility. All processing of personal data will be subject to the consent of its owner, the use of financial or patrimonial data will be subject to the consent of its respective owner. The same will happen in the case of sensitive personal data, considering by these those that due to improper use may give rise to discrimination or their disclosure carries a risk for the owner. At all times it will be endeavored that the personal data contained or entered on the site are relevant, correct and updated for the purposes for which they were entered. The **USER** acknowledges it is aware and understands the **KIO PRIVACY NOTICE** available on the page www.kionetworks.com.

KIO MARKETPLACE may include hyperlinks or links that allow access to web pages of other **USERS** other than **KIO**, the owners of such websites will have their own privacy, data protection and industrial property policies, for which **KIO** does not assume any type of responsibility for the data provided by the **USER** through websites of other **USERS**.

Additionally, the site may involve the use of cookies, which are small amounts of information that are stored in the **USER's** browser. Cookies facilitate navigation, make it friendly, and do not damage the navigation device, they can store information to enter the site, store **USER** preferences, as well as the interaction that takes place. The information collected will help to

improve **KIO MARKETPLACE**, detect errors and possible needs of the **USER** in order to offer better quality content.

In the event that the **USER** does not want this type of information to be collected, it shall disable, reject, restrict and/or eliminate the cookie function in their browser. In the event that the use of cookies is totally or partially rejected, the **USER** may continue to use the site, although some functions of the site may be disabled, without this being the responsibility of **KIO**.

It is possible that in the future the policies regarding cookies will change or be updated, therefore it is recommended to review these updates so that **USER** is adequately informed.

5. LINKS.

The site may contain links, content, services or functions of other internet sites owned and/or managed by third parties, for example, images, videos, comments, search engines, etc. The purpose of updating these links, content, services or functions is to improve the **USER's** experience when using **KIO MARKETPLACE**, without it being considered a suggestion, recommendation or invitation to use external sites, **KIO** will in no case review or will control the content of external sites, in the same way, it does not own the products, services, content and any other existing material in the referred linked sites; therefore, it will not guarantee the availability, accuracy, veracity, validity or legality of external sites that can be accessed through **KIO MARKETPLACE**. Likewise, **KIO** does not assume any responsibility for damages that may occur due to the access or use of the contents, products or services available on the websites not managed by **KIO** that can be accessed through **KIO MARKETPLACE**.

6. INTELLECTUAL AND INDUSTRIAL PROPERTY.

KIO itself, is the owner of all the intellectual and industrial property rights of **KIO MARKETPLACE**, understanding by this, the source code that makes its operation possible, as well as the images, audio and/or video files, logos, brands, combinations of colors, structures, designs and other elements that distinguish it. They will, therefore, be protected by Mexican legislation on intellectual and industrial property, as well as by applicable international treaties. Consequently, the reproduction, distribution or dissemination of the contents of the site, for commercial purposes, on any medium and by any means, without the authorization of **KIO**, is expressly prohibited.

The **USER** hereby agrees to respect the intellectual property rights of **KIO**. The **USER** will refrain from deleting, altering, manipulating or changing any element, file or content of the site, and for no reason will carry out acts tending to breach the security, files or databases that are protected, either by access restricted by a username and password, or because it do not have the permissions to view, edit or manipulate them. In the event that the **USER** or any third party considers that any of the contents of the site represent a possible violation of the rights of protection of industrial or intellectual property, they must immediately notify **KIO** through the contact information available at **KIO MARKETPLACE**.

Furthermore, the **USER** hereby grants **KIO** a right of free temporary use of their corporate image, logo, typography and color combination, to be displayed on **KIO MARKETPLACE**, as well as for advertising purposes on different platforms and/or Internet pages including social media. and be clearly visible and recognizable to other **USERS** of the site. It is emphasized that all trademarks not owned by **KIO** and/or its affiliates that appear on this website are the property of their respective owners.

7. APPLICABLE LEGISLATION AND JURISDICTION.

KIO reserves the right to file the civil, commercial or criminal actions it deems necessary for the improper use of **KIO MARKETPLACE**, its contents, products or services offered by other **USERS**, or for breach of these **TERMS AND CONDITIONS**. The relationship between the **USER** and **KIO** will be governed by the legislation applicable in Mexico City. If any controversy arises in relation to the interpretation and/or application of these **TERMS AND CONDITIONS**, the parties will submit to the jurisdiction of the courts of Mexico City.