

GRUPO SOLAVE, S.A. DE C.V.
Terms and Conditions

This Terms of Service (the “**Terms**”) is a binding agreement between you (“**End User**” or “**you**”) and Grupo Solave, S.A. de C.V. (“**Company**”). These Terms govern your use of Company’s website available at gruposolave.com (the “**Site**”) and the promotion of one of its brands.

BY USING THE SITE, OR OTHERWISE USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS AND THE COMPANY PRIVACY POLICY AND ACCEPT IT.

1. Permission to use

Subject to these Terms, the Company permits you to use the Site and the Services for your personal, non-commercial use on devices owned or otherwise controlled by you and to use the Services strictly in accordance with these Terms.

2. Modification to these Terms and the Services.

Company may, at its sole discretion, change these Terms, including the Company Privacy Policy, from time to time. If changes occur, we will notify you by posting an updated version on the Site. Updated versions will never apply retroactively and will give the date they go into effect. We recommend that you check the Terms and Privacy Policy periodically for changes. Your continued use of the Services following the posting of any changes to the Terms means you accept those new terms.

Additionally, Company reserves the right to modify, suspend, or discontinue the Services, whether temporarily or permanently at any time for any reason. You agree that Company shall not be liable to you for any modification, suspension, or discontinuation of the Services. Some modifications may require updates to Site in order to continue to use the Services. Company may also impose limits on certain features and services, restrict your access to parts or all of the Services, and suspend or terminate users without notice or liability.

3. Communications

You consent to accept and receive communications from us, including e-mail. You may opt-out of receiving marketing communications by following the unsubscribe options we provide to you but some transactional messages are deemed to be part of the Services.

4. Privacy Policy. Collection and Use of Your Information.

You acknowledge that when you use the Site, Company uses automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Services. You also may be required to provide certain information about yourself as a condition to use the Services or certain features or functionalities. All information we collect through or in connection with these Terms is subject to the Company Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Company Privacy Policy.

Company collects and uses information in accordance with applicable laws in both the United States and Mexico. By using the Site, you consent to the collection, processing, and storage of your data as outlined in this Privacy Policy. Company uses cookies to improve user experience and gather analytics. Users in Mexico have additional

rights under the Federal Law on the Protection of Personal Data Held by Private Parties, including ARCO rights (Access, Rectification, Cancellation, and Opposition). To exercise these rights, contact us at info@gruposolave.com

5. **Legality and Intellectual Property.**

The Web Site will be used only for lawful purposes, in accordance and in compliance with current legislation and applicable in Mexico. The content, information and / or material that GRUPO SOLAVE makes available to users through its Web Site contains elements covered by intellectual property rules, including protection of software, photographs, logos, designs, graphic images, content, trademarks, music and sound, without this description implies any limitation of nature.

Any violation of these Conditions by a User (including, but not limited to the commission of acts that, in the sole discretion of GRUPO SOLAVE, constitute abusive, inappropriate or unlawful conduct) shall give GRUPO SOLAVE the right, at any time and without prior notice of any kind, to suspend or terminate the use of the Functionalities, the Digital Resources and/or to withdraw or deny access to the Website and/or your Account to any User.

6. **Content and User Content**

Through the Services, or via other users, Company may make accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, campaigns, other material and information, and associated trademarks and copyrightable works (collectively, “**Materials**”). You have no rights in or to the Materials other than as permitted herein to use or access the Services.

You retain your rights to any Content you submit, post or display on or through the Services (“**User Content**”). Company does not receive any rights to the User Content except for the limited rights that enable Company to offer its Services. Company requires your permission to host, back up, and share User Content. You hereby give Company permission to do these activities, and this permission extends to our affiliates and trusted third parties with which Company works.

When you post or share anything, including User Content, about our Products or Services (“**Content**”), you are subject to the following guidelines, and you may **not**:

- Encourage or condone underage drinking, drunk-driving, illegal, irresponsible, or excessive consumption of alcoholic beverages.
- Glorify the alcohol strength or intoxicating effect of a drink.
- Present abstinence or moderation in any negative way.
- Show people who appear to be drunk or in any way imply that drunkenness is acceptable.
- Associate a drink with performance, sexual, or social success.
- Suggest any association with violent, aggressive, dangerous, or anti-social behavior.
- Post any content that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable, in our sole discretion.
- Post any content that promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Post any content that infringes any patent, trademark, trade secret, copyright, or other intellectual property or rights of any other person.
- Post any content that violates the legal rights (including the rights of publicity and privacy) of others or

contains any material that could give rise to any civil or criminal liability under applicable laws or regulations or that may otherwise conflict with this policy.

- Post any content that would be likely to deceive any person.
- Post any content that promotes any illegal activity or advocates, promotes, or assists any unlawful act.
- Post any content that impersonates any person or misrepresents your identity or affiliation with any person or organization.
- Post any content involving commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.

7. **Updates.**

Company may from time to time in its sole discretion develop and provide updates to the Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features for the Site (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You agree that all Updates will be deemed part of the Site and be subject to all terms and conditions of these Terms.

8. **Third-Party Materials.**

The Services may display, include, or make available third-party Materials (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

9. **Term and Termination.**

The term of these Terms commences when you acknowledge your acceptance and will continue in effect until terminated by you or Company as set forth in this section. You may cancel your Account at any time through your Account settings. We may suspend or cancel your Account without notice to you for any reason or no reason at all, including but not limited to if you violate these Terms, you create risk or possible legal exposure for us, you violate our usage guidelines, your Account should be removed due to unlawful conduct, or our provision of the Services to you is no longer commercially viable. Company reserves the right to remove your account information along with any account settings from our servers with NO liability or further notice to you. Upon termination of your account, your license to use Company's Services terminates.

10. **Disclaimer of Warranties.**

THE SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF

PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

11. Limitation of Liability.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED, IN NO EVENT SHALL COMPANY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION). SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12. Indemnification.

You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Services or your breach of these Terms.

13. Severability.

If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

14. Assignment.

You shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under these Terms without the prior written consent of Company. Any purported assignment or delegation in violation of this section shall be null and void.

15. Entire Agreement.

These Terms, our Privacy Policy, and any statements or rules on the Services on your date of access constitute the entire agreement between you and Company with respect to the Site and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Site.

16. Waiver.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

17. **Waiver of Class Action.**

You agree that any action, claim, or other legal proceeding shall be conducted in your individual capacity only and not as a class action or other representative action, and you expressly waive you right to file a class action or seek relief on a class basis. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST Company ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

18. **Contact.** If you have any questions regarding these Terms, please contact us at info@gruposolave.com

Last Update: November 1st, 2024