

TERMS AND CONDITIONS

All text, information, data, photographs, graphics, html code, computer software, source code and object code, audio and video samples, brands and logos, and the like (hereinafter the "Content") that appear on this technology platform or website optimized for the use of the Company's system/software, for mobile devices, mobile device services or mobile device applications (together the "Technological Platform") belong to SWIRVLE SA de CV (hereinafter the "Company") or its affiliated companies, licensees or suppliers, except as expressly specified in this Technology Platform. The contracting parties "The User" (any person over 18 years of age who registers on the site or through the technological platform) can only use the Content on a computer and/or mobile device that they own or control, and only for own uses, non-commercial purposes. No other use of the Content, including, without limitation, any kind of republication, and/or copying thereof, is permitted without the prior written permission of the Company. Any User who has proven to have violated the intellectual property of a third party by retransmitting or publishing material linked to this Technology Platform that infringes the Intellectual Property rights or other legal rights of said third party will be excluded from this Technology Platform.

All trademarks used in this Technology Platform are the property of the Company or are being used with the authorization of their respective owners. No third party may use or reproduce any trademarks including, but not limited to, Internet logos, domains, and subdomains using the "SWIRVLE" trademarks or any variations thereof (whether or not used with capital letters or spaces) without the prior written consent of the Company or the trademark owner.

Apart from the non-exclusive, non-sublicensable, non-transferable, personal and limited right of use of Users as specified in these Terms and Conditions, no rights are conferred to said content or to portions thereof, regardless of the form in which appears, through its inclusion in this Technological Platform or through access to it by the User. A User may not: (a) separate any individual Content or component of the Technology Platform for any use other than that indicated in connection with the Technology Platform; (b) incorporate any portion of it into User's own programs or compile any portion in combination with User's own programs; (c) transfer it to be used by another service; or (d) sell, lease, assign, lend, distribute, publicly display, transform or sublicense the Technology Platform or in any way grant any right to the Technology Platform in whole or in part.

The Company reserves the right to amend, supplement or suspend all or part of the Technology Platform from time to time. Likewise, the Company reserves the right to change the Terms and Conditions at any time, with immediate effect from the moment the Technology Platform is updated. The terms "User" and "Users" refer to any individual over the age of 18 ("Older Age") or entity that uses, accesses, downloads, installs, obtains or provides information to and from this Technology Platform.

The Technology Platform is designed for people of legal age. By accessing the Technological Platform, you declare that you are over 18 years of age (or if you are accessing from another country, you declare that you are of legal age according to the country from which you access the Technological Platform). If you are not of legal age, but have accessed the Technology platform, falsely declaring your age, you are not authorized to access the Technology Platform and access its benefits and/or services within it. Likewise, you are in violation of these terms and conditions. The Company reserves the right to cancel the account of the unauthorized User, in case it identifies that the information provided is false and is in violation of these terms and conditions.

In the event that you are of legal age and are registering a minor to use the technological platform, you acknowledge that you have parental authority or guardianship of the minor and act on his or her behalf at all times, and you also agree that the minor will have access to all kinds of benefits and/or services within it, and accepts that it will be responsible for the use of the Technology Platform by the minor.

All references to the plural herein shall include the singular and references to the singular shall include the plural unless otherwise interpreted from the context.

USE.

By using, accessing, downloading, installing, obtaining or providing information to and from this Technology Platform, Users will be deemed to have read and accepted these Terms and Conditions (including our Privacy Policy), which is incorporated herein by virtue of this reference. Likewise, Users agree to be over 18 years of age ("of legal age"), so they have all the powers and capacity to accept these Terms and Conditions, the Company is not responsible for false information provided by the User. , since the Technology Platform is exclusively for adults. In the same way, the user accepts that he is of legal age. Please note that all references to "website" in our Privacy Policy also apply to the Technology Platform, whether used in conjunction with or independently of the Company Website.

Users must stop using this Technology Platform immediately if they are not over 18 years of age, do not agree or do not accept all of these Terms and Conditions. The Company reserves the right to remove or prohibit any User from using this Technology Platform at its sole discretion.

The Company reserves the right to reject, eliminate and/or delete any publication that may be considered by the Company as inappropriate, or that the User or the publication is in violation of the provisions of these Terms and Conditions.

The Company may receive payments from Users for the services provided by the Company through the Technology Platform. The Company is only responsible for receiving the Payment by the Users, and is not responsible for the User's relationship with any third party regardless of whether the Company mediates services between them and/or the relationship between the User and the Third, you have been specified by the Technology Platform. The Payment made by the User may only be used for the Services and/or Products offered and available on the Technological Platform. The User accepts that at the time of making the payment he will no longer be able to dispose of this money and there will be no refunds.

The User acknowledges that the Company is not part of the relationship that exists between the User and any Third Party.

The Company reserves the right to include and provide additional services, which may include, but are not limited to, advertisements, promotions and calls that are of interest to Users.

The User agrees to make the corresponding payments on the dates indicated in the Technological Platform, through the payment platforms that the Company has authorized at that time. All payments must be made by credit or debit card. We accept payments through Visa, Visa Debit,

Mastercard, Maestro and American Express and any local payment method indicated on our payment page.

All credit/debit card holders are subject to verification and authorization by the card issuer. By using your credit or debit card, you confirm that the card is yours and that you have sufficient funds or available credit to cover the charges.

The payment platforms are independent from the Company and their purpose is to facilitate a safe and agile transaction for Users. Any query or incident regarding said payment system must be addressed directly with the payment platforms applicable to the Technological Platform and authorized by the Company, which does not assume any responsibility derived from the operation or use of the payment platforms.

In case of cancellation of a payment or refund request, the Company reserves the right to request the corresponding information of the operation from the User. As mentioned above in these terms and conditions, refunds are not applicable.

The User undertakes to comply with their respective obligations in the event of cancellations, claims and/or legal disputes, the Users undertake to remove, keep in peace and keep out of any type of legal action and/ or any claim, the Company disclaiming it from any liability arising from these circumstances.

The company will support and provide its services to Users for conflict resolution, Users may use the "Resolution Center" to request refunds, services or communicate any circumstance related to their payments, for this, the User must send an email to hola@swirvle.com.

SUBMISSION OF CONTENT.

In the event that a User submits digital images or other content, including without limitation; all photographs, illustrations, graphics and text (collectively, "Materials") to the Company through the Technology Platform, the following terms shall apply:

The User may only send to the Company, through the Technological Platform and/or by any other electronic means, Materials for which he/she owns all the intellectual property rights. In other words, if a User submits a digital image to Company, the User must own all rights to such image or the User must have the authorization of the person who owns such rights.

THIRD PARTIES.

The wireless telephony service providers of the Users, the manufacturers and sellers of the mobile devices in which the User downloads, installs, uses or accesses the Technological Platform, the creator of the operating system for the Users' mobile devices and the operator of any application store or similar services through which users obtain the Technology Platform, if any, (collectively,

the “Third Parties”) are not a party to these Terms and Conditions and are not the owner of or responsible for the Technology Platform.

Third Parties do not provide any warranty in relation to the Technology Platform. They are not responsible for the maintenance or other technical support services of the Technology Platform and will not be responsible for any other claims, losses, imputation of responsibilities, damages, costs or expenses related to the Technology Platform.

The Technological Platform was created for the most recent version available on the market of the operating systems of the Users' mobile devices and compatibility problems may arise when older versions are used. Wireless network coverage and Wi-Fi network speeds vary by carrier and geographic location. The Company is not responsible for the limitations and/or failures in the operation of any Wi-Fi or wireless service used to access this Technology Platform or for the security of the Wi-Fi or wireless services. Likewise, the Company is not responsible for the charges or fees for the use of data networks, which are the sole responsibility of the User.

WIRELESS COVERAGE ISSUES AND FEATURE DEACTIVATION.

When attempting to conduct a transaction on the Technology Platform, the wireless connection may be interrupted or a feature may be disabled. In the event that this occurs, Users should check the status of the attempted transaction as soon as they enter an area with wireless coverage or have access to a computer. Users may also contact a Company customer service representative.

LIMITED LIABILITY.

The third parties, the Company and its parent and affiliated companies, together with their respective directors, officers, staff, employees and representatives (collectively referred to as the “Released Parties”) shall not be liable or subject to legal action, and hereby The User waives any claim, demand, imputation of responsibilities, legal cause, complaint, claim for damages, due to, among others, direct, indirect, accidental, incidental, derivative, circumstantial, extraordinary, special or punitive damages of nature of any nature with respect to this Technology Platform (including Released Parties' products, services and content), even if Released Parties have been advised of the possibility of such damages. The only recourse of the Users before such claims, lawsuits, attribution of responsibilities, legal causes, complaints or claims for damages is to put an end to the use of this Technological Platform.

PRIVACY.

The privacy policy in relation to any information obtained by the Company through this Technology Platform can be consulted in the Privacy Policy section of the Company's Website.

The use of this Technology Platform involves the electronic transmission of information through the networks of the wireless service provider. Since the Company does not operate or control the wireless networks used to access the Technology Platform, the Company is not responsible for the privacy or security of wireless data transmissions. Users should use accredited service providers and verify with their wireless service provider information regarding their privacy and security practices.

ADVERTISING.

The Company does not recommend, sponsor or promote businesses, services or products of third parties, except for statements of recommendation or sponsorship that the Company expressly makes, if any, in this Technology Platform. If this Technology Platform provides information about third parties or provides third party content, including links to third party websites, the Company shall not be liable for any damages related to any information from third parties, even if it contains errors or mistakes. Likewise, the Company will not be responsible or subject to legal action for the services or products of third parties. Please also see the section on links in our Privacy Policy, including the third-party content disclaimer.

COOKIES.

In order to offer you a more personalized and responsible service, we store information about how you use this website. This is done using a small text file called a cookie. Cookies contain small amounts of information and are downloaded to your computer or other device by a server of this website. Your browser sends these cookies back to this website on each subsequent visit so that it can recognize you and remember things like user preferences. You can find more detailed information about cookies and their operation at <http://www.aboutcookies.org>.

Each time this website is used, information may be stored through the use of cookies and other technologies. By using this website swirvle.com and/or business.swirvle.com, you agree to the use of cookies, as described in this privacy notice and our terms and conditions, as well as for the use of cookies in another country, region or specific websites contained in the website, as described in this privacy notice.

RELEASE OF LIABILITY.

La empresa únicamente prestará el servicio de acceso a la Plataforma tecnológica y no se hace responsable del uso y/o información que los usuarios proporcionen por medio de la Plataforma Tecnológica. Los Usuarios liberarán de toda responsabilidad y exonerarán a las Partes Exentas de todo reclamo, demanda, responsabilidad civil, causa legal, querella o daños y perjuicios (incluidos los honorarios y los gastos razonables de abogados) que surjan como consecuencia del uso que dichos Usuarios hagan de la Plataforma Tecnológica (incluidos nuestros productos, servicios y Contenido), incluyendo, entre otros, la información, contenido o entrega incorrectos de la Plataforma Tecnológica, o de los productos y servicios de la Empresa o de terceros. La Empresa se reserva el derecho, por cuenta propia, de asumir la defensa y el control exclusivos de cualquier asunto sujeto a liberación de responsabilidad por parte de los Usuarios, pero el hacerlo no exime a los Usuarios de sus obligaciones de liberación de responsabilidad.

DIVISIBILITY AND SURVIVAL.

If any clause of these Terms and Conditions is invalid, null or unenforceable, the remaining clauses will still retain their full validity and the invalid, null or unenforceable clause will be considered modified in such a way that it is valid and applicable to the maximum extent permitted. by the law.

APPLICABLE LAWS AND JURISDICTION.

For the interpretation, compliance and execution of these Terms and Conditions of Use and Privacy, the User agrees that the Federal laws of the United Mexican States and the courts of the City of Monterrey, Nuevo León will be applicable, expressly waiving to any other jurisdiction that may correspond to them due to their present or future domiciles or for any other reason.

QUESTIONS AND COMMENTS.

Users who have any questions or concerns about the Terms and Conditions for Mobile Applications can contact the email hola@swirlyle.com in relation to this Technology Platform.
