



## CONDITIONS OF USE

**PLEASE READ THE FOLLOWING CONDITIONS OF USE AND NOTICES CAREFULLY BEFORE USING THIS SITE. BY USING OR ACCESSING THIS SITE OR BY PARTICIPATING IN EVENTS OR SOLICITATIONS OR ENGAGING IN ANY OF THE SERVICES PROVIDED BY AKLARA, THE CONSUMER ACKNOWLEDGES THAT HE OR SHE HAS READ THESE TERMS AND CONDITIONS OF USE (CONDITIONS OF USE) AND THEREBY ACCEPTS AND AGREES TO BE BOUND BY ALL OF THEIR TERMS.**

Through the Site, Consumer will access and/or use various Services. aklara shall have the right to deny, restrict or condition Consumer's access to the Site, in whole or in part, at its sole discretion, as well as to modify the Services and Site Content at any time and without prior notice. aklara shall not be liable for any damages or harm resulting from access, use or misuse of the Site Content.

Defined terms used in these Conditions of Use shall have the following meanings, regardless of whether they are referred to in upper or lower case, singular or plural, masculine or feminine, unless expressly stated otherwise:

**Affiliates:** Any parent, subsidiary, or Person that, directly or indirectly, is controlled by controls or is under common control with another Person.

**aklara:** Regional Market Makers de México, S. de R.L. de C.V. and/or its Affiliates.

**Client:** Any individual or legal entity that enters into a service contract, license agreement and/or any type of contract and/or documentation through which aklara provides services.

**Commission:** The amount that the Client must pay to aklara for any of the transactions and/or services rendered precisely by the latter.

**Conditions of Use:** The terms and conditions necessary to use the Site, as published on the Site, including any additions and/or modifications thereto.

**Confidential Information:** Confidential information that is disclosed by Customer to aklara, including, without limitation, product designs, specifications and documentation and business plans or other confidential business information. Confidential Information shall not include information that: (i) is or becomes publicly available through no fault or involvement of the receiving party; and/or (ii) is independently developed by the receiving party without using or consulting the Confidential Information of the disclosing party.

**Consumer:** The Clients and/or any other Person that access and/or uses the Site and any of its platforms and/or the Services offered and/or provided by aklara.

**Contact:** The person designated by the Customer as the contact person responsible for handling

his/her affairs in relation to aklara.

**Content:** The information, content, software, products, materials, services and related graphic data or other materials, in any form or medium, contained on, obtained from, or related to the Site and/or the Services, including all results obtained from the Site and/or the Services.

**Content Generators:** Any individual or legal entity responsible for generating and/or providing all or part of the Content of the Site.

**Customer Information:** All information aklara receives from the Customer in order to provide its Services to the Customer.

**Marketplace:** Any online marketplace owned by aklara.

**Privacy Notice:** The document with such a name is located on the Site, in compliance with the provisions of the Federal Law for the Protection of Personal Data in Possession of Individuals, which Consumer knows and has previously accepted in all its terms.

**Person:** Any individual, partnership, association, joint venture, firm, company, trust, limited liability company, irregular company, and, in general, any other legal entity.

**Service Agreement:** Any contract or agreement whereby aklara is bound to provide the Services.

**Services:** All products and/or services offered and/or provided by aklara, including, without limitation, the Site, the Marketplace, software, products such as structured market events, bids, auctions, factoring, regional content analysis, transaction design, and any services that are provided by aklara, primarily through the Site and/or platforms derived therefrom.

**Site:** The website located at [www.aklara.com](http://www.aklara.com), aklara's online site, and the various aklara sites, web pages and aklara Content operated by aklara.

**Special Services:** Services provided to the Customer by aklara, which are not defined in Services.

**Terms and Conditions:** Refers to the documents that, in a specific manner, detail the terms and conditions through which aklara will perform each Service through the Site and/or any digital platform arising therefrom.

### **1. SOFTWARE AND CONTENT AVAILABLE THROUGH THE SITE AND/OR SERVICES.**

All Content, including without limitation text, graphics, logos, icons, images and software (if any) made available for viewing and/or downloading in connection with the Site and/or the Services, as well as the arrangement and compilation of such Content, is the copyrighted work of aklara and/or its Content Generators and is protected by copyright laws and applicable international treaties.

### **2. LINKS TO THIRD PARTY SITES.**

The Site and/or the Services may contain links to third party web sites (the "Linked Sites"). aklara does not control the Linked Sites and, accordingly, is not responsible for their availability or content, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. aklara is not responsible for webcasting or any other form of transmission received from any Linked Site nor is aklara responsible for any malfunction of any Linked Site. aklara is providing these links to Consumer only as a convenience, and the inclusion of any link does not entail that aklara endorses the site or is associated in any way with its operators. It is Consumer's responsibility to review and be bound by the privacy statements and terms of use posted on the Linked Sites. Consumer, in turn, may not place hyperlinks from the Site or to the Site on its own- or third-party web pages without aklara's prior authorization.

### **3. RESTRICTIONS ON USE.**

Unless expressly stated otherwise, the Site and/or the Services are for the personal use of Consumer. Consumer may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained from the Site and/or the Services, and Consumer acknowledges and understands the penalties to which he or she may be subject if he or she engages in any of these practices without aklara 's express authorization.

In the event that Consumer is granted access to password-protected areas of the Site and/or Services, Consumer agrees to keep his or her password secret and to inform aklara within 24 hours if Consumer's password is compromised.

With respect to Consumer's use of the Site and/or the Services or the Content, Consumer agrees not to engage in the following acts: (i) use the Site and/or the Services in any manner that could damage, disable, overburden, or impair the Site and/or the Services (or the network or networks connected thereto) or interfere with another Person's use and enjoyment of the Site and/or the Services, including, but not limited to, using any device, software or technique to interfere or attempt to interfere with the proper working of the Site and/or the Services;

(ii) post or transmit to the Site and/or the Services any unlawful, fraudulent, libelous, defamatory or obscene information of any kind; (iii) post or submit to the Site and/or the Services any information that contains viruses, bugs or other harmful elements; (iv) publish, perform, distribute, prepare derivative works of, copy, disassemble or use the Content and/or the Services (other than as expressly permitted herein); (v) post or transmit to the Site and/or the Services any information that infringes the copyrights or intellectual property rights of others; (vi) perform acts that impose an unreasonable or disproportionately large load on aklara's infrastructure; (vii) repost the Content using framing, hyperlinks or other technology without aklara's express written permission; (viii) use devices or technologies to make repeated automated attempts to access password-protected portions of the Site and/or Services or to attempt to gain unauthorized access to the Site and/or Services, other accounts, computer systems or networks connected thereto, through hacking, password mining or any other means; or (ix) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site and/or Services.

#### **4. FEEDBACK, INFORMATION AND DATA.**

If Consumer of the Site and/or the Services provides or submits data, information or feedback ("Data") to aklara whether using the Site and/or the Services or otherwise, Consumer warrants that such Data is accurate and current and that Consumer is authorized to provide such Data, and hereby grants aklara the right to use, copy, modify, distribute, exploit and prepare derivative works of the Data provided and in accordance with the needs of the Service, through any means.

Further, aklara agrees to use Consumer Data only in accordance with aklara's Privacy Notice applicable to personally identifiable Consumer Data.

#### **5. INFORMATION SECURITY.**

aklara maintains strict procedures designed to protect the privacy of Consumers of the Site and/or Services. Each Party will: (i) permit access to Confidential Information only to its employees, consultants or representatives who need access to it; and (ii) with respect to such Confidential Information, take the same security measures it takes with respect to its own Confidential Information to prevent its unauthorized disclosure or use, and in no event apply less than a reasonable standard of care to prevent such unauthorized disclosure or use.

The security of information transmitted between Consumer and third-party sites linked to the Site shall be the sole responsibility of such third parties and Consumer.

Consumer understands and accepts that although aklara protects the information transmitted through the Site, given the nature of the Internet, aklara does not guarantee that any electronic transaction is free of risk; therefore, Consumer releases aklara absolutely and without limitation from any type of liability, civil, criminal, administrative, as well as damages or any other that may be caused by the misuse, by third parties, of the information generated, transmitted, received and/or stored on the Site.

#### **6. DAMAGES.**

Consumer will be liable for any damages that aklara suffers as a result of a breach of any of the obligations to which Consumer is subject, derived from these Conditions of Use.

Consumer expressly agrees that aklara shall not be liable for any damages that may be caused to Consumer if, due to an act of God, *force majeure* or any other unavoidable event or circumstance beyond the reasonable control of aklara, Consumer is unable to use the Site or the Services through the Site.

#### **7. QUALITY OF SERVICE AND CONTENT.**

Consumer agrees that aklara will not be liable for any damage or harm suffered by Consumer as a result of typographical and/or spelling errors, inaccuracies and changes made to the Services and Content. The recommendations for use of the Site and/or handling of the Services are of a general nature and, therefore, for their application in making personal and business decisions, Consumer should consult a professional who can advise Consumer in accordance with his or her specific needs.

Consumer agrees that aklara shall have no liability for any interruption or delay of any information, whether material or otherwise, with respect to the Services and Content offered through the Site, including, without limitation, any liability associated with any viruses that may infect Consumer's computer equipment or software.

aklara reserves the right, in its sole discretion and without obligation, to correct any errors or omissions in the Services and Content found on the Site.

In no event shall aklara's total liability for damages, losses and causes of action exceed the amount Consumer has paid, if any, for access to and use of the Site.

#### **8. ENTIRE AGREEMENT, SEVERABILITY, AND DISPUTE.**

Unless otherwise agreed in writing, these Conditions of Use contain the entire agreement between Consumer and aklara with respect to the subject matter hereof and supersede all prior or contemporaneous communications or proposals, whether electronic, oral, or written between Consumer and aklara with respect to such subject matter. Consumer agrees to review these Conditions of Use prior to using the Site and/or the Services and each use of the Site and/or the Services shall constitute and be deemed to constitute unconditional acceptance of these Conditions of Use. For the purposes of contracting the Services, Consumer understands that, in addition to these Conditions of Use, Consumer must be familiar with the documents governing the specific Terms and Conditions, which, in turn, will be supplemented, as applicable, with the provisions of this document. If any part of these Conditions of Use is determined to be invalid or unenforceable under applicable law, the invalid or unenforceable provision shall be deemed superseded in the first instance by the specific Terms and Conditions applicable to the particular situation and thereafter by a valid and enforceable provision that most closely matches the intent of the original provision, with the remainder of these Conditions of Use continuing in effect.

#### **9. TERMINATION AND VALIDITY AFTER TERMINATION**

Unless another valid agreement exists between Consumer and aklara and is incorporated by reference into these Conditions of Use, either Party may terminate the use of the Site and/or the Services in its sole and absolute discretion, at any time and for any reason, with or without prior notice. If aklara terminates use of the Site and/or the Services, Consumer agrees to cease using the Site and/or the Services and, upon aklara's request, to return any information in its possession relating to the Site and/or the Services, as well as any copies thereof. All provisions or obligations contained in these Conditions of Use or in any other valid and existing agreement between Consumer and aklara which by their nature or effect are required to be observed, retained or performed or are intended to be observed, retained or performed after the termination of the use of the Site and/or the Services and/or such other agreement, shall survive such termination and continue to be binding upon and inure to the benefit of the Parties and their successors and permitted assigns, until the date indicated for each additional event.

#### **10. ACCESS TO THE SITE.**

At all times, Consumer is solely responsible for maintaining the secrecy of the access data that, if applicable, allows him/her to use the Site and/or access the Services provided through the Site and/or the platforms derived therefrom; therefore, Consumer hereby undertakes to maintain diligent and confidential use of the passwords, user names, e-mail addresses, passwords and any other information that may be considered access data to the Site and/or other digital platforms of aklara.

#### **11. APPLICABLE LAWS AND JURISDICTION.**

By using the Site and/or the platforms derived from the same, Consumer expressly agrees to submit in case of any dispute, to the jurisdiction of the courts of Mexico City in the United Mexican States, as well as to the relevant and applicable laws for the specific case, which are in force at the date of the dispute, expressly waiving any other jurisdiction that may apply by virtue of their present and/or future domicile.

For purposes of the foregoing, aklara's domicile is located at Monte Cáucaso 915, Despacho 203, Lomas de Chapultepec I Section, Miguel Hidalgo, Mexico City, 11000. Telephone Number: 52-55-5000-4200 E-mail: [datospersonales@aklara.com](mailto:datospersonales@aklara.com)

#### **12. USE OF INFORMATION.**

All Data collected from Consumer will be treated with absolute confidentiality and in accordance with the treatments and procedures established in the [Privacy Notice](#), in accordance with the provisions of Mexican law.

### **13. MODIFICATION OF THE CONDITIONS OF USE.**

aklara shall have the right to change, modify, amend, add to, delete, and revise these Conditions of Use and any other terms, conditions, charges, and notices under which the Site and/or the Services are offered. It is Consumer's responsibility to regularly review these Conditions of Use and other Terms and Conditions, as continued use of the Site and/or the Services signifies Consumer's agreement to such terms, conditions, and notices. aklara will post such modifications, amendments, additions, deletions and/or new provisions on the Site. Such changes shall be binding on Customers and any Consumers and/or Additional Persons upon posting on the Site.

In the event that aklara has previously entered into any agreement for the provision of Services with a Consumer and, within such agreement, there are inserted terms of use different from and/or prior to these Conditions of Use, Consumer agrees that these Conditions of Use shall supersede those stated and/or related above.

### **14. TERMS AND CONDITIONS.**

Consumer acknowledges and understands that aklara has adopted terms and conditions for the use of the Site and/or the platforms derived therefrom in connection with each of the Services and that such Terms and Conditions have been published on the Site and/or the platforms derived therefrom, which may, in turn, be modified, amended, and/or added to.

As a result of the foregoing, Consumer understands that he/she is responsible for periodically reviewing those Terms and Conditions as they constitute a binding agreement between Consumers and aklara.

### **15. INTELLECTUAL PROPERTY, COPYRIGHT AND TRADEMARK NOTICES.**

These Conditions of Use, any other valid and existing agreements between Consumer and aklara, and/or the use of the Site and/or the Services do not grant to Consumers any patent, copyright, trade secret, trademark, or other intellectual property rights of aklara. All Content on the Site and/or Services are the property of aklara and/or its Content Generators.

The processes by which the Services are provided, including the aklara software, are, for the most part, confidential processes and are protected by patents, copyrights, trademarks, trade secrets and other intellectual property rights owned by aklara. aklara's trademarks may not be used without its prior written consent and may not be used in any manner that is likely to cause confusion or in any manner that disparages or discredits aklara.

Unless otherwise indicated on the Site and/or the Services, all other trademarks, service marks and logos used on the Site and/or the Services are trademarks, service marks or logos of their respective owners.

Consumer does not acquire any rights by the mere use of the Services and the Content and at no time shall such use be considered as an authorization or license to use the Services and/or Content for purposes other than those contemplated in these Conditions of Use and/or the corresponding Terms and Conditions.

Consumer agrees that the provisions set forth in this section regarding the ownership of aklara's rights are also applicable to the rights of third parties with respect to the Services and Content of the pages linked to the Site.

### **16. NOTICES.**

Unless expressly stated otherwise, all notices to Consumers may be made by posting on the Site and shall be valid and deemed received when posted, or may be made by electronic, digital or courier means, in which case they shall be effective when received by Consumer. Notices addressed to aklara must be made to the following e-mail address [datospersonales@aklara.com](mailto:datospersonales@aklara.com).

**Last update: January 30<sup>th</sup>, 2024.**