

CUSTOMER TERMS AND CONDITIONS (FINANCIAL INSTITUTIONS)

The General Terms and Conditions contained in this document (hereinafter, the "Terms and Conditions"), are applicable to the service provided by Confianza Presencial, S.A.P.I. de C.V. hereinafter ("Kobra") constituting an agreement of wills, so when signing a contract to use any of the Kobra services, including all the associated features and functionalities, as well as all the content and software applications associated with our services You agree that you have read, understood and fully accept the applicable Terms and Conditions, entering into a binding contract with Kobra for this purpose.

If these Terms and Conditions are not acceptable to you, You must suspend the use of the service, stop accessing our Platform; If you do not suspend such use, you will continue to be bound by these Terms and Conditions.

DEFINITIONS

For the purposes of these Terms and Conditions, and their correct interpretation, the Parties agree that the Terms that are capitalized in the initial letter will have the meaning attributed to them in the following definitions, with the understanding that said definitions They will apply to the masculine or feminine gender, and regardless of whether they are used in the singular or plural:

"APP". It refers to the Kobra-owned mobile application, available for Android, through which the Managers will be able to register, train and provide the Services assigned by the Client through the Assignment Letters.

"Administrator:" Person authorized by the CLIENT to manage, in relation to what is established in the title page of the contract. This operational leader of the project has the power to create new users for the Platform.

"Assignment Letter". It refers to the document through which the Clients will formalize from time to time with the Managers the provision of the Services with respect to the assigned account (s); It will contain the specifications and requirements of the specific contracted Service.

"Client". This refers to Financial institutions, who through their Representative and / or duly empowered Legal Representative contract with Kobra to provide the Services provided by the Managers.

"Bill". Refers to the information of the Debtor, granted by the Client to the Manager, for the provision of the Services.

"Debtors". It refers to natural or moral persons, who must answer to the Client, in their capacity as debtor.

"Managers". Refers to the natural person, who is registered, trained and certified on the Kobra Website, in order to operate as a Manager and independently provide the Services.

"LFPDPPP". Refers to the Federal Law on Protection of Personal Data Held by Individuals.

"Services". It refers to the efforts and / or negotiations that the Managers carry out independently, from the accounts that were assigned to them by the Clients, through the Assignment Letters, to prevent or recover past due portfolio or any fulfillment of obligations between the Financial Institutions and their customers. Which may include but are not limited to: Collection Visits, Validation Visits, Specific Visits.

"Website" / "Platform". It refers to the Kobra website, whose address is: dashboard.kobra.red, through which, after signing the corresponding contract, the Clients may contract the Services provided by independent Managers.

"Super administrator": Representative with powers granted by THE CLIENT, authorizes administrator changes.

"User": Identification name assigned to the Administrators in response to the corresponding authorizations from THE CLIENT.

"Collection visit": Home visit of the Debtors made by the Negotiator to prevent or recover past due Portfolio, in accordance with the CLIENT's instructions.

"Validation visit": Home visit of the Prospects carried out by the Negotiator according to the CLIENT's instructions to validate the information provided when requesting any service.

"Specific visit": Visits other than collection and validation visits, required with specific instructions from THE CLIENT.

1. REGISTRY

Kobra has the objective of providing its services only Financial Institutions duly constituted and in legal operation, with respect to which they request the Services provided by the Managers, any other use made of the Website owned by Kobra is strictly prohibited. The Clients when signing with Kobra the corresponding contract and the present terms and conditions to access the Website, affirm and guarantee, be legally constituted, operate legally in accordance with the regulations applicable to their nature and contract the services for the fulfillment of the obligations of your customers, otherwise we ask that you please leave the Website.

By signing the contract with Kobra and accepting these terms and conditions, the Client must provide Kobra with the corporate documentation that proves the legal existence of the Financial Institution in order to create a user, and is obliged to provide a multi-factor authentication method. (hereinafter "Password") and profile that identifies him as a Client, a fact by which the Client acknowledges that all the information he provides is valid, truthful and current, and also states that he fully knows the Terms and Conditions indicated here. Furthermore, the Client undertakes to update in a timely manner the Password provided and registered by Kobra; therefore, the Client accepts responsibility for the certainty, accuracy, validity and authenticity of the data provided, releasing Kobra from any responsibility.

The Client may only use the Website owned by Kobra, for contracting with Managers, if he has previously entered into the corresponding contract with Kobra, also acknowledging that from time to time he will upload to the platform the information regarding his accounts necessary for the fulfillment of the service, said information will be transmitted to the Managers through the Assignment Letters, which are issued for each specific case for this purpose.

Kobra reserves the right to temporarily or permanently suspend those Clients whose data could not be validated and / or confirmed. In addition, Kobra reserves the right to reject any application for registration or to cancel a previously accepted contract, at any time and for any reason, without being obliged to notify the Client, the foregoing, on suspicion of fraud, malpractice or non-compliance. from the Clients to the provisions of these Terms and Conditions or other associated policies.

2. LOGIN

When the Client has formalized the contractual relationship with Kobra, he will be able to access the Kobra Website, by means of the user and Password that have been provided for this purpose by Kobra, in the understanding that he must update the latter once he receives it, releasing thereafter to Kobra for any liability for misuse of your account.

Once Clients log into the Kobra Website, they will have access to their account data and information from the network of independent Managers with whom they can contract the provision of the Services.

3. IMPORT OF ACCOUNTS TO THE WEBSITE

Clients will be able to upload to the Kobra Website the information about their accounts for which they will contract the provision of the Services.

Customers must upload their accounts to the Kobra Website through a Comma-Separated Values (CSV) file, that is, a text file that stores the data in columns.

4.ACCOUNTS ADMINISTRATION

The Client will have access at all times to the information of the accounts that he has uploaded to the Kobra Website, for which he can manage them, apply search filters and download them in Excel format.

5. LINK WITH MANAGERS

By logging into their account, Clients will be able to access the information of the independent Managers that are part of the Kobra Network, where they will be able to view their profile, as well as their work experience, references, trajectory within the APP of Kobra and ratings received.

Clients may contract from time to time with one or more Managers to provide the Services, for which the Clients will link with the Managers through the Kobra Website through an Account Assignment Letter provided by the Clients, which must Digitally sign the Managers, thereby accepting the account assignment.

6. RECORD OF VISITS

Clients may have access to a control of the Managers to whom they have assigned the Services, as well as the type of visits made, in addition to the data collected by the Managers; which can be downloaded in Excel format.

7. NOTIFICATIONS

Notifications of all requirements, services, cancellations and in general any act derived from any contracting of Service, will be practiced through electronic means to the contact data provided on the Kobra Website, so it is the obligation and responsibility of the Manager permanently consult

the notifications derived from the request submitted through the Platform and the electronic means established for such purposes.

8. VALIDITY

The validity of these Terms and Conditions will be indefinite, until the cancellation of the registration and access by any of the parties. However, each Client will be subject independently to the deadlines indicated in this document.

9. MODIFICATIONS

Customer agrees and acknowledges that Kobra reserves the right to change these Terms and Conditions at any time. Every time any update is made to these Terms and Conditions and the Client continues with the use of this Website, the continued use will be deemed to imply the acceptance of said changes. Therefore, it is recommended that the Client read these.

Terms and Conditions frequently, reviewing its use periodically, since any modified version will be understood as supplementing previous versions.

If the Client does not agree with the Terms and Conditions or any modification to them, he must stop using the Kobra Website, otherwise, he assumes all responsibility for the fact of not doing it and the Client accepts that said breach it is equivalent to the express waiver of his right to have the terms modified or to initiate any action that has the purpose of claiming that the terms have not been modified, for which the Client grants Kobra the broader settlement, freeing him from any liability.

10. SECURITY

For the security of the Client, it is required to use some method of multi-factor authentication (hereinafter "Password"). Kobra will in no case be responsible for the use of the forms of authentication of the Client or any third party, once they have been delivered by Kobra to the Client at the time of formalizing the contractual relationship.

Kobra is not responsible for the Client providing third parties with their passwords or Passwords or any other type of negligence on the part of the Client. Kobra will also not be responsible for acts of third parties that affect the internet or the Kobra Website or the acts or form of authentication of the Client, or for any similar acts or facts, from which the Client releases Kobra from any responsibility that may arise, waiving any right that may correspond to it for this concept.

Kobra reserves the right, in its sole discretion, to prohibit access from or through any device whose operating system has been or is suspected to have been altered in any way.

Kobra understands as valid all the operations carried out by the Client after having logged into his account.

11. TERRITORY

The Services provided by Kobra shall be understood as services provided in the United Mexican States (Mexico) regardless of where they originated or requested. Any use outside the territorial circumscription will be allowed, however, it will be considered as carried out in this territory.

12. MISTAKES

Kobra will use reasonable efforts to keep the Kobra service running. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, may periodically lead to temporary interruptions. Kobra reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, the functions and features of the Service on the Kobra Website, with prior notice whenever possible, all without liability to you, except in where the law prohibits it, for valid reasons such as in the event of a true interruption, modification or discontinuance of the Kobra Website Service or any function or characteristic thereof, or the need to repair, maintain or improve the functions or characteristics existing, or to add new functions or features to the Service, or implement advances in science and technology or guarantee the operability or security of the Service, or for legal and regulatory reasons.

The Client accepts that Kobra is not responsible for the damages and losses derived from said interruption and waives any right that may be against Kobra for this concept.

13. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The Website is the exclusive property of Kobra, therefore we reserve all rights over it and any technology associated with it, any creation, idea, invention, improvement, know-how, concept, algorithm, protocol, data, processes, procedures, methods, techniques, protocols, formulas, systems, tools, compositions, codes, software, prototypes, documents, components or any other information that is copyrighted by Kobra, but exclusively as a consequence of the use of the Kobra Website, whether or not it is patentable or susceptible of being under the protection of copyright, or any type of intellectual or industrial property rights, are the property of Kobra, Kobra having the right to initiate any action, or take any measure, of any nature, to obtain registration with any Authority (including any Authority in the field of intellectual property).

The content of the Website may not be copied, reproduced, republished, sent, transmitted, transcribed, translated, stored, altered, downloaded or distributed in any invented or to be invented medium, except for the material that Kobra expressly provides to the Client for this purpose.

Said information is the property of Kobra, so the Client must eliminate it from any physical or electronic means once it has complied with its use.

Consequently, the Client is prohibited from storing, disseminating and / or saving any material obtained on the Kobra Website, in any way that constitutes an infringement of the intellectual property rights of Kobra and third parties. Kobra reserves the right to suspend access to the Website to any Manager who has infringed the copyright or intellectual property rights of Kobra or third parties and any payment that the Manager has made will not be refunded. All content on

the Website is the property of Kobra, except for that contained in subdomains, and the Manager is strictly prohibited from reproducing it without Kobra's express permission.

14. PERSONAL INFORMATION

It is informed that your Personal Data will be stored safely, with absolute confidentiality in accordance with the applicable legal provisions. For information about obtaining, processing, protecting and using your personal data, the Organizer should consult Kobra's Privacy Notice.

The data transfers carried out for the fulfillment of the services will be solely and exclusively those data derived from the legal relationship by the owner and THE CLIENT, and which in turn will allow the fulfillment of the obligations originated previously .

The parties involved at all times will comply with the provisions of the applicable provisions of the Federal Law on Protection of Personal Data Held by Private Parties (the LFPDPPP), as well as the other rules and regulations promulgated under said LFPDPPP, in addition to the corresponding privacy notices.

15. CESSION

The Client may not assign or in any other way negotiate the rights and obligations at his charge, derived from these Terms and Conditions, Kobra at the time he deems it appropriate, may assign all or part of the rights derived from these Terms and Terms.

16. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions will be governed and interpreted in accordance with the laws of the United Mexican States, independently of the provisions related to conflicts of laws. Any legal proceeding arising from or related to these Terms and Conditions will be settled in the competent courts of Mexico City, Mexico.

The Client expressly waives any other jurisdiction that may correspond by reason of his present or future address or for any other reason.

Last Update: December 30, 2019.

MANAGEMENT TERMS AND CONDITIONS

The general terms and conditions contained in this document (hereinafter, the "Terms and Conditions"), are applicable to the service provided by Confianza Presencial, S.A.P.I. de C.V. hereinafter ("Kobra") constituting an agreement of wills, so by registering or otherwise using any of the Kobra services, including all associated features and functionalities, as well as all content and software applications associated with our services, You agree that you have read, understood and fully accept the applicable Terms and Conditions, entering into a binding contract with Kobra for this purpose.

If these Terms and Conditions are not acceptable to you, You must suspend the use of the service, stop accessing our Platform; If you do not suspend such use, you will continue to be bound by these Terms and Conditions.

DEFINITIONS

For the purposes of these Terms and Conditions, and their correct interpretation, the Parties agree that the Terms that are capitalized in the initial letter will have the meaning attributed to them in the following definitions, with the understanding that said definitions They will apply to the masculine or feminine gender, and regardless of whether they are used in the singular or plural:

"APP". It refers to the Kobra-owned mobile application, available for Android, through which the Managers will be able to register, train and provide the Services assigned by the Client through the Assignment Letters.

"Assignment Letter". It refers to the document through which the Clients will contract from time to time with the Managers the provision of the Services with respect to the account (s); same that will contain the specifications and requirements of the contracted Service.

"Client". This refers to the Financial institutions that contract with Kobra to provide the Services provided by the Managers.

"Bill". Refers to the information of the Debtor, granted by the Client to the Manager, for the provision of the Services.

"Debtors". It refers to natural or moral persons, who must answer to the Client, in their capacity as debtor.

"Managers". You refer to a natural person, who is registered, trained and certified on the Website or the APP, owned by Kobra, to be able to operate as a Manager and independently provide the Services.

"LFPDPPP". Refers to the Federal Law on Protection of Personal Data Held by Individuals.

"Services". It refers to the efforts and / or negotiations that the Managers carry out independently, from the accounts that were assigned to them by the Clients, through the Assignment Letters, to prevent or recover past due portfolio. Which may include but are not limited to: Collection Visits, Validation Visits, Specific Visits.

"Website". It refers to the Website owned by Kobra, whose address is: <https://kobra.red>, in which Natural Persons may register and train to provide the Services independently of the account (s) assigned (s) by the Client.

"Collection visit": Home visit of the Debtors made by the Negotiator to prevent or recover past due Portfolio, in accordance with the CLIENT's instructions.

"Validation visit": Home visit of the Prospects carried out by the Negotiator according to the CLIENT's instructions to validate the information provided when requesting any service.

“Specific visit”: Visits other than collection and validation visits, required with specific instructions from THE CLIENT.

1. REGISTRY

Kobra has the objective of providing its services only to persons of legal age, that is, those who are 18 (eighteen) years of age or older, any use made by a minor is strictly prohibited. The Managers when accessing the APP affirm and guarantee to be of legal age to contract and to be in full use of their powers and abilities, otherwise we request that you please leave the APP.

When registering, you must provide Kobra with your personal data and job references, in order to create a profile that identifies you as Manager, a fact by which you acknowledge that all the information you provide is valid, truthful and current, and also states who fully knows the Terms and Conditions indicated here. In addition, you agree to update in a timely manner the data provided and recorded; therefore you accept responsibility for the certainty, accuracy, validity and authenticity of the data provided, releasing Kobra from any responsibility.

You can only provide the Services, if you have a previous Registration, training and certification in the APP owned by Kobra, which you will use to provide the Services independently, with respect to the accounts that have been assigned by the Client for this purpose through the Account Assignment Letters.

Kobra reserves the right to temporarily or permanently suspend those Managers whose data could not be validated and / or confirmed. In addition, Kobra reserves the right to reject any registration request or to cancel a previously accepted registration, at any time and for any reason, without being obliged to notify the Manager of the foregoing, upon suspicion of fraud, malpractice or non-compliance. from the Managers to the provisions of these Terms and Conditions or other associated policies.

2. LOGIN

When you have registered on the Platform or APP, owned by Kobra, you will be able to access your account on the Kobra APP, using your username and the multiple factor authentication method (hereinafter "Password") that you have chosen, In order to carry out the Certification process as a Manager and provide the Services independently, once the Certification process has been completed, you will be able to view the entirety of your profile, Client list, Visit history, etc.

3. CERTIFICATION

By registering in the Kobra APP to operate as a Manager, you will be required to become a Manager in order to provide the Services. Said certification consists of a series of videos and exams, divided into modules in which good collection practices will be explained, regulations to be followed by the Managers, collection closings, fines to which the Managers can become creditors, as well as a series of recommendations and "tips" to effectively provide the contracted Services.

At the beginning of each module, a video will be presented in which the topic will be explained and once it is completed, you will be able to carry out the corresponding evaluation. of the modules. Once the modules are completed, you will obtain a certification as Manager, in order to provide the Services.

4. VISIT DEMO

You may request a "Demo Visit", so that you know the way in which you must carry out the corresponding negotiations and / or negotiations to provide the contracted Services. In order for you to be able to request this demo visit, you must previously register, create a profile in the Kobra APP and have obtained the certification as a Manager through the Kobra APP, once this is done, you can request a demo visit.

5. LINK WITH THE CLIENT

At the time that you have made a demo visit, and you know the way in which the procedures and / or negotiations must be carried out, to provide the Services, you can link with a Client, so that they can provide you through the Letters of Assignment, the account or accounts in respect of which You must independently provide the Services required by THE CLIENT.

You can view the list of active Clients at all times, to link with them in order to provide the Services, once linked to the Client the corresponding accounts will be assigned with respect to which you must carry out the negotiations and / or negotiations to prevent or recover the past due portfolio.

From the moment you receive the account detail and / or specific service, you are responsible for the care and treatment of the data you receive. These data must be used for the lawful purposes for which they are transmitted, that is, the search and achievement of the previously acquired obligations. Any misuse of them will be entirely your responsibility, recognizing that this misuse can lead even to criminal consequences, recognizing in this comment with your authorization and that of the letters of assignment, your responsibility and commitment to good compliance.

6. ACCOUNTS TO APART

You will have access to the list of accounts that you have requested or that have been assigned by a Client, with respect to which you can set them aside to attend them within a certain period, so when you make the "section" of any account, you must accept and sign the corresponding Allocation Letter, the above will be done for each account that you wish to set aside. With the understanding that during the time in which you have set aside an account, you are responsible for the treatment of the Personal Data and Confidential Information that is transferred to you by Kobra, in accordance with the "LFPDPPP", for which you are obliged to use the information only for the purposes set out in these Terms and Conditions, so you disclaim Kobra from any present or future liability that may arise from the misuse of the information provided.

7. VISIT

You can only visit if you comply with all the points indicated above in these Terms and Conditions, for which you must use the Kobra APP, in which you will select one of the accounts

that have been assigned to you and you will be able to access the data of the same as are the name of the Client, type of visit, name of the Debtor, address of the Debtor, specific instructions to the visit, etc.

Once the visit is over, you must register a script or questionnaire in the Kobra APP, in which you must indicate if contact was made with the Debtor, any promise of payment was achieved, and in general all the data regarding the visit that just made, and that allow you to do it again or terminate it.

Likewise, you must take photographs of the address where I make the visit, corresponding to the front facade of the same, light / water meter and the house number; They must be uploaded to the Kobra APP in the section corresponding to the account in question.

8. NOTIFICATIONS

Notifications of all requirements, services, cancellations and in general any act derived from any contracting of Service, will be practiced through electronic means to the contact data provided on the Kobra Website and / or APP, so it is The Manager's obligation and responsibility are to consult, permanently, the notifications that derive from the request submitted through the Platform and the electronic means established for such purposes.

9. COMPLIANCE

You acknowledge that, in the execution of the services provided to THE CLIENT, you must adhere by way of example but not limited to the provisions of: the regulations applicable to the nature of THE CLIENT, the Assignment Letters, these Terms and Conditions, which you declare know in its entirety.

In addition, regarding collection visits and according to the training you will receive, you will have the obligation to refrain from taking any of the actions listed below:

- a. Use trade names or names that resemble that of public institutions.
- b. Use telephone numbers that appear in the caller ID as "confidential", "hidden", "private" or with any other expression or name that makes identification difficult.
- c. Threaten, offend or intimidate the debtor or any third party.
- d. Carry out collection procedures with any person other than the Debtor, their guarantees or jointly liable, including personal references and beneficiaries.
- e. Send documents that appear to be judicial writings or show themselves as representatives of some court or authority;
- f. Establish special registers, other than those that already exist, blacklists, posters, or announcements, that make the Debtors' denial of payment known to the public;
- g. Receive by any means and directly the payment of the debt;
- h. Execute the Services with minors or older adults, except in the last case it is the Debtors;
- i. Execute the Services at a domicile, telephone or email other than that provided by the CLIENT or the Debtor, jointly and severally liable or guarantee;
- j. Send the debtors communications not authorized by the CLIENT.
- k. Conduct negotiations that exceed the powers provided in the corresponding Portfolio Allocation Letter.

In addition, you will have the obligation on each visit to perform the following acts:

- a. Make sure of the identity of the Debtor in advance of the first contact it establishes, according to the information contained in the Portfolio's technical sheet and / or on the Platform.
 - b. Indicate the debtors at the first contact to establish, regardless of the route, the following:
 1. The name, name or company name of the CLIENT;
 2. The address, telephone number of the CLIENT and full name of the natural person in charge of carrying out the collection procedures;
 3. The commercial name of the CLIENT and, where appropriate, that of the entity that generated the Portfolio;
 4. A brief description of the Portfolio that originates the collection management;
 5. The amount of the debit balance and its calculation date;
 6. The proposal to settle the debt;
 - c. That for any complaint or claim that derives from the execution of the collection management,
 - d. you must go to the address located at the address and telephone number or; to the CLIENT's email.
 - e. That the payments to settle can only be made in the accounts authorized by the CLIENT.
 - f. Address debtors in a respectful and polite manner.
 - g. Communicate with debtors from 7:00 a.m. to 10:00 p.m. according to the time zone in which the debtors are located.
- Carry out the visit, being understood by this, all management carried out by the collector linked to the debtor's domicile, carried out within the permitted hours and at the domicile determined by the CLIENT; It will be considered as a visit made whether the debtor is or is not at the indicated address. A new visit to a different address or the same one indicated by the CLIENT is considered as a revisit, to carry out collection procedures by the collection manager.
- h. Document in writing with the debtor the payment agreement, negotiation or payment follow-up; indicating the terms and conditions that allow the offer, discount, remission or cancellation to be identified, if the agreement includes any of these concepts, as well as the application of the amount to be paid, breaking down the principal amount, ordinary interest, default and, where appropriate, any other cost that may be demanded according to the contract that generated the debt, including the respective calculations, and whether this will result in the settlement or settlement of the debt, or if only a partial payment will be covered.
 - i. Send to the CLIENT within a period not exceeding one (1) Business Day, the documents that contain the agreements agreed between the debtors and the CLIENT, through the linked collector.
 - j. Provide the CUSTOMER at any time with the information and / or documentation that they require.

In addition, in this tenor, you acknowledge and authorize THE CLIENT to upload the information corresponding to your service, in the electronic system of Collection Offices Registry (REDECO) of the National Commission for the Protection and Defense of Users of Financial Services.

10. PAYMENT

When the Manager registers on the Kobra Website, he must provide a bank account in his name so that the corresponding payment is made for the provision of the Collection Services; payment to be

made under the commission and visit scheme that the Manager makes on a weekly basis. The corresponding payment for the services provided will be reflected in the bank account provided for this purpose by the Manager.

11. VALIDITY

The validity of these Terms and Conditions will be indefinite, until the cancellation of the registration and access by any of the parties. However, you will be independently subject to the terms indicated in these Terms and Conditions.

12. MODIFICATIONS

You accept and acknowledge that Kobra reserves the right to change these Terms and Conditions at any time. Each time any update to these Terms and Conditions is made and you continue to use this Website, continued use will be deemed to imply acceptance of such changes. It is therefore recommended that you read these Terms and Conditions frequently, reviewing their use periodically, since any modified version will be understood as supplementing the previous versions.

If you do not agree to the Terms and Conditions or any modification to them, you must stop using the APP and / or the Kobra Website, otherwise you assume full responsibility for the fact of not doing it and you accept that Said breach is equivalent to the express waiver of your right to have the Terms and Conditions modified or to initiate any action that has the purpose of adducing that the Terms and Conditions have not been modified, therefore, You grant Kobra the broader settlement, freeing you from any liability.

13. SECURITY

For your security, you are required to use some multi-factor authentication method (hereinafter "Password"). Kobra will in no case be responsible for the use of the authentication forms of You or any third party.

Kobra is not responsible for the fact that you provide third parties with your passwords or passwords or any other type of negligence on your part. Kobra will also not be responsible for acts of third parties that affect the internet, the APP and / or the Kobra Website or the acts or form of authentication of You, or of any similar acts or facts, for which You release Kobra from any responsibility. that may arise, waiving any right that may correspond to it for this concept.

Kobra reserves the right, in its sole discretion, to prohibit access from or through any device whose operating system has been or is suspected to have been altered in any way.

Kobra understands as valid all the operations that you carry out after having logged into your account.

14. TERRITORY

The Services provided by Kobra shall be understood as services provided in the United Mexican States ("Mexico") regardless of where they originated or requested. Any use outside the territorial circumscription will be allowed, however, it will be considered as carried out in this territory.

15. MISTAKES

Kobra will use reasonable efforts to keep the Kobra service running. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, may periodically lead to temporary interruptions. Kobra reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, the functions and features of the Kobra APP Service, with prior notice whenever possible, all without liability to Kobra, except in where the law prohibits it, for valid reasons such as in the event of a true interruption, modification or discontinuance of the Kobra APP Service or any function or characteristic thereof, or the need to repair, maintain or improve the functions or characteristics existing, or to add new functions or features to the Service, or implement advances in science and technology or guarantee the operability or security of the Service, or for legal and regulatory reasons.

You agree that Kobra is not responsible for the damages derived from said interruption and you waive any right that you may have against Kobra in this regard.

16. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The Website and / or APP are the exclusive property of Kobra, therefore we reserve all rights over them and any associated technology, any creation, idea, invention, improvement, know-how, concept, algorithm, protocol, data , processes, procedures, methods, techniques, protocols, formulas, systems, tools, compositions, codes, software, prototypes, documents, components or any other information that is the responsibility of Kobra, but exclusively as a consequence of the use of the Website and / or Kobra's APP, whether or not it is patentable or susceptible of being under copyright protection, or any type of intellectual or industrial property rights, are the property of Kobra, Kobra having the right to initiate any action, or take any measure, of any nature, to obtain registration with any Authority (including any Authority on intellectual property).

The content of the APP cannot be copied, reproduced, republished, sent, transmitted, transcribed, translated, stored, altered, downloaded or distributed in any invented or to be invented medium, except for the material that Kobra expressly provides to you for this purpose. .

Said information is the property of Kobra, so you must remove it from any physical or electronic means once you have complied with its use.

Consequently, you are prohibited from storing, disseminating and / or saving any material obtained on the Kobra Website and / or APP, in any way that constitutes an infringement of the intellectual property rights of Kobra and third parties. Kobra reserves the right to suspend access to the Website and / or APP to any Manager who has infringed the copyright or intellectual property rights of Kobra or third parties and any payment that the Manager has made will not be refunded. All the content found on the Website and / or APP is the property of Kobra, except for what is contained in the subdomains, and you are strictly prohibited from reproducing it without the express authorization of Kobra.

17. PERSONAL INFORMATION

It is your knowledge that your Personal Data will be stored safely, with absolute confidentiality in accordance with the applicable legal provisions. To obtain information about the collection, treatment, protection and use of your personal data, you should consult Kobra's Privacy Notice, which you will find at the following address: <https://kobra.red>

The data transfers carried out for the fulfillment of the services will be solely and exclusively those data derived from the legal relationship by the owner and THE CLIENT, and which in turn will allow the fulfillment of the obligations originated previously .

The parties involved at all times will comply with the provisions of the applicable provisions of the Federal Law on Protection of Personal Data Held by Private Parties (the LFPDPPP), as well as the other rules and regulations promulgated under said LFPDPPP, in addition to the corresponding privacy notices.

18. CESSION

You may not assign or in any other way negotiate the rights and obligations at your expense, derived from these Terms and Conditions, Kobra at the time that it deems appropriate, may assign all or part of the rights derived from these Terms and Conditions .

19. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions will be governed and interpreted in accordance with the laws of the United Mexican States, independently of the provisions related to conflicts of laws. Any legal proceeding arising from or related to these Terms and Conditions will be settled in the competent courts of Mexico City, Mexico.

You expressly waive any other jurisdiction that may correspond by reason of your present or future address or for any other reason.

Last Update: December 30, 2019.