



ACEITES Y PROTEÍNAS, S.A DE C.V

## Aceites y Proteínas S.A. de C.V.'s Terms Of Use/Service (Agreement)

This agreement was last modified on September 25, 2023.

### AGREEMENT TO OUR LEGAL TERMS

We are a registered Mexican company operating under the name "Aceites y Proteínas S.A. de C.V." (referred to as "The Company", "We", "Us" or "Our"). Our registered address is located at Camino a Bachoco S/N, Bachigualato, 80130, Culiacán, Sinaloa, México.

We manage and administer the website at <https://aceitesyproteinas.com/> (referred to as the "Site") and oversee any other associated products and services that are mentioned or linked to in these Legal Terms (referred to as the "Legal Terms"). Collectively, these offerings are referred to as the "Services".

By utilizing or entering The Site through any means, exploring its content, or contributing your own materials to The Site, you implicitly consent to adhere to these Terms of Service. By agreeing to Our Terms of Use for the Services, you also agree to the policies of Third Parties featured on the Site, such as <https://privacy.knowde.com/cookie-policy/>.

Contact Us by dialing +52 667 760 0003 or via email at [ventas@aceitesyproteinas.com](mailto:ventas@aceitesyproteinas.com)

These Legal Terms establish a legally binding agreement between you, whether as an individual or representing an entity (referred to as "You"), and Aceites y Proteínas S.A. de C.V. This agreement pertains to your usage of and access to the Services. By accessing the Services, you acknowledge that you have comprehensively read, comprehended, and consented to abide by all the terms of outlined herein. **If you do not concur with all of these Legal Terms, you are explicitly prohibited from utilizing the Services, and you must promptly cease your use.**

Additional terms and conditions or any documents that may posted on the Services are explicitly integrated into this agreement by reference. We retain the exclusive prerogative to effect changes or amendments to this Legal Terms as We deem appropriate. Any alterations will be communicated by updating the "Last modified" date of these Legal Terms, and you renounce any entitlement to receive individualized notification for each such modification. It is your responsibility to regularly check these Legal Terms to remain informed about any updates. Your continued use of the Services after the date when such revised Legal Terms are posted will render you subject to and considered as having acknowledged and accepted those changes.

If you are considered a minor in your jurisdiction, typically under the age of 18, it is imperative that you obtain explicit consent and direct supervision from your parent or legal guardian before accessing utilizing the Services. As a minor, it is mandatory that your parent or legal guardian reads and consents to these Legal Terms on your behalf before you can make use of the Service.

For your own reference, We suggest that you consider printing a copy of these Legal Terms to retain in your records.



ACEITES Y PROTEÍNAS, S.A DE C.V

## **1. Intellectual Property.**

### **Intellectual Property.**

Aceites y Proteínas S.A. de C.V. exclusively owns The Site and all its original Content, and consequently, they benefit from comprehensive protection under the applicable international copyright and other intellectual property rights regulations.

We hold the rights to all intellectual property associated with The Site. This includes ownership or licensing rights covering a wide range of elements within The Site, such as software, source codes, website designs, functionality, databases, video, audio, text, photographs and graphics (collectively referred to as “Content”). Additionally, the trademarks, service marks, and logos found within The Site (referred to as the “Marks”) are also under Our ownership license.

The Content and Marks are made available within the Services in their existing state, “as is”, and are intended solely for your persona, non-commercial use or internal business purposes.

### **Use of Our Services.**

Upon your compliance with these Legal Terms, which include the ‘prohibited activities’ section below, We grant you a non-exclusive, non-transferable, and revocable license to:

- Access the Services
- Download or create a printed copy of any section of the content for which you have acquired authorized access.

Exclusively for your individual, non-commercial utilization or internal business objectives.

Unless explicitly stated otherwise in this section or elsewhere within Our Legal Terms, you are prohibited from copying, aggregating, reproducing, uploading, posting, republishing, publicly displaying, encoding, translating, transmitting, distributing, selling, licensing, or engaging in any form of commercial exploitation of any part of the Services, including the Content and Marks, without obtaining Our explicit prior written consent.

Should you intend to utilize the Services, Content, or Marks in a manner other than what is described in this section or elsewhere in Our Legal Terms, kindly submit your request to: [ventas@aceitesyproteinas.com](mailto:ventas@aceitesyproteinas.com). if We grant you permission to reproduce, post, or publicly display any portion of Our Services or Content, it is imperative that you acknowledge Us as the owners or licensors of the Services, Content, or Marks. Additionally, you must ensure that any copyright or proprietary notice remains intact and visible when reproducing, posting or displaying Our Content.

We retain all rights that are not explicitly conferred to you regarding the Services, Content and Marks.



ACEITES Y PROTEÍNAS, S.A DE C.V

Any violation of these intellectual property rights will be considered a significant breach of Our Legal Terms, resulting in the immediate termination of your entitlement to use Our Services.

#### **Your Submissions.**

We kindly suggest that you thoroughly examine this section, along with the “prohibited activities” section, before utilizing Our Services. This will help you comprehend (1) The permissions you grant Us and (2) The responsibilities you bear when posting or uploading any content via the Services.

#### **Submissions.**

When you submit any feedback, inquiry, comment, idea, suggestion or any other information regarding the Services (“Submissions”) directly to Us, **you bear full responsibility for the content you submit or upload:** when you provide Us with Submissions through any facet of the Services, you:

- Verify that you have reviewed and consented to Our “prohibited activities” policy. Furthermore, ensure that you do not post, publish, upload, send or transmit any submission through the Services that is in violation of the law or is characterized as hateful, harmful, harassing, defamatory, obscene, abusive, discriminatory, bullying, threatening to any individual group, sexually explicit, misleading, deceptive, inaccurate or false.
- You guarantee that any Submissions you provide are either your original creations or that you possess the essential rights and permissions to submit them.
- Confirm and declare that your Submissions do not qualify as confidential information.

You have exclusive responsibility for your Submissions, and you explicitly consent to indemnify Us for any losses We may incur due to your violation of (1) this section, (2) the intellectual property rights of any third party, or (3) any pertinent laws.

## **2. Our Services.**

The information made available while using Our Services is not meant for dissemination to, or utilization by, any individual or entity in any jurisdiction or country where such dissemination or use contravenes the established laws or regulations, or where it could necessitate Our registration with that particular jurisdiction or country. Consequently, individuals who opt to access the Services from different locations do so under their own volition and bear sole responsibility for adhering to local laws, as applicable.

The Services are not designed to align with specific industry regulations such as the Health Insurance Portability and Accountability Act (HIPAA) or the Federal Information Security Management Act (FISMA), among others. Therefore, if your usage falls under the purview of such regulations, you are advised not to utilize the Services.



ACEITES Y PROTEÍNAS, S.A. DE C.V.

### **User Representations.**

Through your utilization of the Services, you affirm and guarantee that:

1. You possess the legal capacity and consent to adhere to these Legal Terms.
2. You are not considered a minor in your residing jurisdiction, or if you are a minor, you have acquired parental consent to use the Services.
3. You will not access the Services through automated or non-human methods, such as bots or scripts.
4. You will not employ the Services for any unlawful or unauthorized purposes.
5. Your utilization of the Services will not infringe upon any pertinent laws or regulations.

### **3. Prohibited Activities.**

You are prohibited from using the Services for any objective beyond the scope for which We have made them accessible. The Services may not be employed in association with any commercial undertakings unless they have been explicitly endorsed or authorized by Us.

As a user of the Services, you commit not to:

- Methodically extract data or other content from the Services to establish or construct, either directly or indirectly, a compilation, collection, database, or directory unless you have obtained written permission from Us.
- Evade, disable, or otherwise disrupt security-related features within the Services, which includes features designed to block or limit the utilization or duplication of any content or to enforce restrictions on the usage of the Services and/or the content enclosed within.
- Make disparaging comments, tarnish, or engage in actions that, in Our judgment, could harm Us and/or the reputation of the Services.
- Use any information acquired from the Services for the purpose of harassing, abusing, or causing harm to another individual.
- Misuse Our support services or submit false reports of abuse or misconduct.
- Utilize the Services in a manner that contradicts any relevant laws or regulations.
- Upload or attempt to upload viruses, trojan horses, or any other materials that could interfere with the uninterrupted use and enjoyment of the Services by any Party. This includes actions such as excessive use of capital letters and spamming (repeated posting of identical text) that modify, impair, disrupt, alter, or interfere with the functionality, features, operation, or maintenance of the Services.
- Partake in any automated activities within the system, such as employing scripts to transmit comments or messages, or employing data mining, robots, or analogous tools for collecting and extracting data.
- Remove the copyright or any other proprietary rights notice from any Content.



ACEITES Y PROTEÍNAS, S.A DE C.V

- Upload or attempt to upload any material that serves as an information collection or transmission mechanism, whether passive or active. This includes, but is not limited to, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or similar devices often referred to as "spyware," "passive collection mechanisms," or "PCMs."
- Disrupt, interfere with, or place an excessive burden on the Service or the networks and services linked to the Services.
- Harass, annoy, intimidate, or issue threats to any of Our employees or agents who are involved in delivering any part of the Services to you.
- Duplicate or modify the software used by the Services, including, but not confined to, HTML, PHP, Flash, JavaScript, or any other code.
- Unless allowed by applicable law, decipher, decompile, disassemble, or engage in reverse engineering of any software that forms a component of or is integral to the Services in any manner.
- Employ, initiate, create, or distribute any automated system, such as spiders, robots, cheat utilities, scrapers, or offline readers, that accesses the Services, unless it results from standard search engines or internet browser usage. Additionally, you are prohibited from utilizing or initiating any unauthorized script or other software.
- Employ the Services as a component of any endeavor to compete with Us or utilize the Services and/or the Content for any purpose related to revenue generation or commercial ventures.

#### **4. User Generated Contributions.**

The Service does not provide users with the option to submit or post Content. However, We may furnish you with the chance to generate, submit, post, exhibit, send, enact, publish, circulate, or transmit comments, contact information, Content and Materials to Us via email or via the Services. This may encompass various forms of Content, including but not limited to text, written content, videos, audio, images, photographs, graphics, remarks, recommendations, personal information, or other materials (collectively referred to as "Contributions"). It's important to note that Contributions may be visible on third-party websites. By generating or offering any Contributions, you assertively affirm and guarantee that:

- The generation, distribution, transmission, public exhibition, or execution, as well as the access, retrieval, downloading, or duplication of your Contributions, doesn't breach the proprietary rights of any third party, encompassing but not restricted to: copyright, patent, trademark, trade secret, or moral rights.
- You hold the status of being the originator and proprietor of your Contributions, or you possess the required licenses, rights, consents, releases, and permissions that enable you to utilize and grant authorization to Us, the Services, for the intended purposes outlined by the Services and these Legal Terms.



ACEITES Y PROTEÍNAS, S.A. DE C.V.

- You possess written permission, release and/or consent from each identifiable individual featured in your Contributions, granting authorization for the use of their name or likeness. This consent enables the inclusion and utilization of your Contributions in accordance with the Services and these Legal Terms.
- Your Contributions do not contain any falsehoods, inaccuracies, or misleading information.
- Your Contributions do not constitute unsolicited or unauthorized promotional materials, pyramid schemes, advertising, spam, chain letters, mass mailings, or any other form of solicitation.
- Your Contributions are not obscene, indecent, lewd, harassing, defamatory, violent, slanderous, or in any way objectionable, as determined by Us.
- Your Contributions refrain from mocking, ridiculing, disparaging, intimidating, or abusing any individual or entity.
- Your Contributions are not employed for the purpose of legally-defined harassment or threats directed at any individual. Furthermore, they should not be used to advocate violence against a particular person or a specific group of individuals.
- Your Contributions comply with all relevant laws, regulations, and rules.
- Your Contributions do not infringe upon the privacy or publicity rights of any third party.
- Your Contributions do not breach any applicable laws related to child pornography or any other laws designed to safeguard the health and well-being of minors.
- Your Contributions do not contain any offensive comments associated with race, national origin, gender, sexual orientation, or physical disabilities.
- Your Contributions do not, in any other way, contravene or contain links to material that contravenes any provisions of these legal terms or any applicable law or regulation.

Any use of the Services that breaches the aforementioned terms constitutes a violation of these Legal Terms and may lead to various consequences, including but not limited to, the suspension or termination of your rights to access and use the Services.

## **5. Contribution License.**

You and Services acknowledge and consent to the fact that We may access, process, store and utilize any information and personal data you furnish, including your preferences and settings.

By submitting suggestions or any other feedback regarding the Services, you consent to Our ability to employ and distribute such feedback for any purpose, without providing compensation to you.

We do not claim ownership of your Contributions. You maintain complete ownership of all your Contributions, along with any associated intellectual property rights or other proprietary rights. We bear no responsibility for any statements or representations in your Contributions, as provided by you in any section of the Services. You are the sole party responsible for your Contributions to the Services, and you explicitly consent to absolve Us of any and all liability. Furthermore, you agree not to initiate any legal actions against Us concerning your Contributions.



ACEITES Y PROTEÍNAS, S.A DE C.V

## **6. Websites and Content from Third Parties.**

The Site may feature links to other websites ("Third-Party Websites") and may provide access to articles, information, texts, photographs, graphics, images, sound, music, video, applications, software, and other Content or items originating from third parties ("Third-Party Content"). Please note that these Third-Party Websites and Third-Party Content, have not been investigated, monitored, or verified by Us for accuracy, suitability, or completeness. We assume no responsibility for any Third-Party Websites accessible through the Site or any Third-Party Content posted on, available through, or installed from the Services. This includes the Content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of the Third-Party Websites or the Third-Party Content. By agreeing to Our Terms of Use for the Services, you also agree to the policies of Third Parties featured on the Site, such as <https://privacy.knowde.com/cookie-policy/>.

The inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or Third-Party Content does not imply Our approval or endorsement of them. If you choose to exit the Services and access Third-Party Websites or use/install Third-Party Content, you do so at your own risk, and you should be aware that these Legal Terms no longer govern your actions. It is advisable to review the relevant terms and policies, including privacy and data collection practices, of any website you visit from the Services or related to any applications you use or install from the Services.

Any purchases you make through Third-Party Websites will be conducted on other websites and with other companies, for which We bear no responsibility. Such purchases are exclusively between you and the respective third party. You agree and acknowledge that We do not endorse the products or services offered on Third-Party Websites, and you absolve Us of any liability for any harm resulting from your purchase of such products or services. Furthermore, you release Us from any losses or harm you may incur in connection with or as a result of any Third-Party Content or interactions with Third-Party Websites.

We lack the authority to influence, and consequently, cannot accept responsibility for the content or overall practices of any Third-Party Websites and/or services. Thus, We highly recommend that you thoroughly review the complete terms and conditions as well as the privacy policy of any website you visit after following a link posted on Our Site.

## **7. Services Management.**

We retain the right, though not the obligation, to: (a) monitor the Services to identify violations of these Legal Terms, (b) take suitable legal action against anyone who, in Our sole judgment, violates the law or these Legal Terms. This may include (but is not limited to) reporting such users to law enforcement authorities, (c) restrict access to, refuse, limit the availability of, or, where technologically feasible, disable any of your Contributions or any part thereof, at Our sole discretion and without limitations, (4) remove from the Services or disable, at Our sole discretion and without notice or liability, any files and Content that are excessively large or place an undue burden on our systems, (5) manage the Services in a manner aimed at safeguarding Our rights and property, as well as facilitating the proper operation of the Services.



ACEITES Y PROTEÍNAS, S.A DE C.V

## **8. Duration and Termination.**

These Tegal Terms shall remain in full force and effect throughout your use of the Services. Without limiting any other provisions of these Legal Terms, We retain the right, at Our sole discretion and without notice or liability, to deny access to and use of the Services, including the blocking of certain IP addresses, to any individual for any reason (or without specifying a reason). This includes, but is not limited to, instances where there is a breach of any representation, warranty, or covenant outlined in these Legal Terms or any applicable law or regulation. We may terminate your use of or involvement in the Services, or delete any Content or information you have submitted, at any time and without prior notice, at Our sole discretion.

## **9. Changes and Disruptions.**

We hold the authority to alter, amend, or eliminate the Contents of the services at Our sole discretion, without any obligation to provide prior notice. Nonetheless, We are not obliged to update any information on Our Services. We shall not be held liable to you or any Third Party for any modifications, price adjustments, suspensions, or discontinuations of the Services.

You acknowledge and agree that We bear no liability whatsoever for any loss, damage, or inconvenience arising from your inability to access or utilize the Services during any downtime or discontinuation of the Services. These Legal Terms do not impose any obligation on Us to maintain and support the Services or provide any updates, corrections or releases in connection with them.

## **10. Jurisdiction and Legal Applicability.**

These Legal Terms will be subject to and interpreted in accordance with the laws of Mexico. Aceites y Proteínas S.A. de C.V. and you, mutually agree that the courts of Mexico shall possess exclusive jurisdiction and authority to adjudicate any disputes that may arise in connection with these Legal Terms.

## **11. Conflict Resolution.**

### **Informal Negotiations.**

To facilitate the prompt resolution and manage the expenses associated with any dispute, controversy, or claim arising from these Legal Terms (each referred to as a "Dispute," collectively as the "Disputes"), brought forth by either you or Us (individually termed a "Party," collectively as the "Parties"), the Parties commit to initially engage in informal negotiations for a mutually agreed number of days, before commencing arbitration, except for those disputes explicitly outlined below. These informal negotiations start when one Party provides written notice to the other Party.





ACEITES Y PROTEÍNAS, S.A DE C.V

### **Binding Arbitration.**

Any dispute arising from or pertaining to these Legal Terms, including any inquiries regarding its legality, existence or termination, shall be submitted for resolution to a previously, mutually agreed, third party.

### **Restrictions.**

The Parties mutually consent that any arbitration shall exclusively address the Dispute between the Parties individually. To the maximum extent permitted by applicable law: (1) no arbitration shall be consolidated with any other proceeding; (2) there is no entitlement or authorization for any Dispute to be arbitrated on a class-action basis or to employ class-action procedures; (3) there is no entitlement or authorization for any Dispute to be initiated in a purported representative capacity, representing the general public or any other individuals.

### **Exemptions from Informal Negotiations and Arbitration.**

The Parties concur that the following Disputes are exempt from the previously mentioned provisions regarding informal negotiations and binding arbitration: (1) any Disputes aiming to enforce or safeguard, or pertaining to the validity of, the intellectual property rights of a Party; (2) any Dispute associated with, or stemming from, allegations of theft, piracy, invasion of privacy, or unauthorized use; (c) any claim for injunctive relief. If this provision is determined to be unlawful or unenforceable, neither Party will opt for arbitration for any Dispute falling within the part of this provision deemed unlawful or unenforceable. Such a Dispute shall be adjudicated by a court with competent jurisdiction as specified in the jurisdiction clauses above, and the Parties agree to accept the personal jurisdiction of that court.

## **12. Corrections.**

The Services may include information that could potentially contain inaccuracies, or omissions or typographical errors, encompassing details such as availability, descriptions and pricing, among others. We maintain the prerogative to rectify any such errors, inaccuracies, or omissions and to modify or revise the information presented on the Services at Our discretion, without prior notification.

## **13. Disclaimer.**

The Services are provided on an "as-is" and "as-available" basis. Your use of the Services is entirely at your own risk. To the fullest extent permitted by law, We disclaim all warranties, whether express or implied, related to the Services and your use of them. This includes, but is not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not make any warranties or representations about the accuracy or completeness of the Content on the Services or on any websites or mobile applications linked to the Services. We assume no liability or responsibility for: (1) inaccuracies, errors or mistakes, in Content and Materials; (2) property damage or personal injury or of any nature resulting from your use of the Services; (3) unauthorized



ACEITES Y PROTEÍNAS, S.A. DE C.V.

access to or use of Our secure servers and any personal or financial information stored therein; (4) interruption or cessation of transmission to or from the Services; (5) viruses, trojan horses, bugs or similar harmful elements transmitted through the Services by third parties; (6) errors or omissions in any Content and Materials or any loss or damage of any kind incurred as a result of using Content posted, transmitted, or made available via the Services. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by third parties through the Services, any hyperlinked website, or any website or mobile application featured in banners or other advertising. We are not involved in any way in monitoring transactions between you and Third-Party providers of products or services. As with the purchase of any product or service through any medium or environment, you should exercise your best judgment and use caution as appropriate.

#### **14. Liability Restrictions.**

Under no circumstances will We, Our directors, employees, or agents be liable to you or any Third-Party for any consequential, exemplary, incidental, special, direct, indirect, or punitive damages. These damages may include, but are not limited to, lost revenue, lost profits, loss of data, or any other damages arising from your use of the Services, even if We have been advised of the possibility of such damages.

#### **15. Indemnification.**

You agree to indemnify, defend and hold Us harmless, including Our subsidiaries, affiliates, and all of Our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorney fees and expenses. This indemnification obligation arises from (1) your use of the Services, (2) any breach of these Legal Terms, (3) any breach of your representations and warranties set forth in these Legal Terms, (4) your violation of the rights of a Third Party, including but not limited to intellectual property rights. Despite this, We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Us. You agree to cooperate, at your expense, with Our defense of such claims. We will make reasonable efforts to notify you of any such claim, action, or proceeding that is subject to this indemnification once We become aware of it.

#### **16. User Data.**

We will retain specific data you send through the Services to manage their performance, including data related to your usage of the Services. While We conduct routine data backups, you bear full responsibility for all data you transmit or that is associated with any activities you engage in through the Services. You acknowledge and agree that We are not liable for any loss or corruption of such data, and you hereby waive any claims against Us arising from such loss or corruption of data.

#### **17. Digital Communications, Transactions, and Signatures.**

Visiting Our Services, filling out online forms and sending Us emails, all constitute electronic communications. By using Our Services, you consent to receiving electronic communications, and you acknowledge that any notifications, disclosures, agreements and other communications We



ACEITES Y PROTEÍNAS, S.A DE C.V

furnish to you electronically, whether through email or on Our platform, fulfill any legal obligation for such communication to be in written form. You hereby agree to the utilization of electronic signatures, contracts, orders, and other documents, as well as the electronic distribution of notifications, policies, and transaction records initiated or completed by Us or through Our Services. You also waive any rights or prerequisites imposed by any statutes, regulations, rules, ordinances, or other laws in any jurisdiction that mandate an original signature, or the delivery or preservation of non-electronic records, or the execution of payments or provision of credits by means other than electronic methods.

#### **18. California Users and Residents.**

If any issue with Our services remains unresolved to your satisfaction, you have the option to contact the Complaint Assistance Unit of the Division of Consumer Services at the California Department of Consumer Affairs. You can reach them in writing at 1625 North Market Blvd, Suite N 112, Sacramento, California 95834. Alternatively, you can contact them by telephone at either (800) 952-5210 or (916) 445-1254.

#### **19. Miscellaneous.**

These Legal Terms, along with any policies or operating rules posted by Us on the Services or in relation to the Services, constitute the complete agreement and understanding between you and Us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not be considered a waiver of such right or provision. These Legal Terms operate to the fullest extent permitted by law. We may assign any or all of Our rights and obligations to others at any time. We shall not be held responsible or liable for any damage, delay, loss or failure to act caused by any cause beyond Our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. No joint venture, partnership, employment, or agency relationship is created between you and Us as a result of these Legal terms or your use of the Services. You agree that these Legal Terms will not be construed against Us merely because We drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the absence of signatures by the Parties to execute these Legal Terms.

#### **20. Contact Us.**

To address any concerns or obtain additional information about the Services or to report a complaint, please get in touch with Us at:

Aceites y Proteínas S.A. de C.V. Camino a Bachoco S/N Bachigualato 80130 Culiacán, Sinaloa México

Culiacán, Sinaloa 80130

Phone: +52 667 760 0003

ventas@aceitesyproteinas.com