

## TERMS AND CONDITIONS

Hello! Welcome to the website of Tuux Mexikoo (hereinafter "**Tuux**"), owned by Tuux Mex, S. de RL. de C.V. a company incorporated under the laws of Mexico, domiciled at Cándido Aguilar No. 1940, Colonia Díaz Ordaz, Culiacán, Sinaloa, Postal Code 80180.

Tuux is a social enterprise focused on creating commercial alliances between artisans and individuals/companies/organizations promoting 4 social pillars:

1. Fair Trade;
2. Recognition;
3. Empowerment projects in the communities; and
4. Preservation of Techniques.

Promoting in this way the sale of handcrafted pieces and/or exclusive collaborations/projects.

Tuux is not committed to any political organization. The Artisans are not employees of Tuux. The relationship between Tuux and the Artisans is collaborative, Artisans are independent collaborators and copyright owners of the iconography (with meaning) of their community technique.

The following Terms and Conditions regulate the relationship between Tuux and the persons/entities who access the website <https://tuuxmexikoo.com> and/or <https://tuuxmexikoo.store>; and/or who contract the Services and/ or Purchase by any means (hereinafter referred to as "**Users**"). If you do not agree to these Terms and Conditions, you must not use this site or our Services and/ or Purchase. By using this site electronically or any of our Services and/ or Purchase, the User acknowledges that he or she has read, accepted, and agrees to be bound by these Terms and Conditions to the fullest extent permitted by law. The Site may only be used and/or browsed by persons over the age of 18.

The following Terms and Conditions apply to the use of the websites <https://tuuxmexikoo.com> and/or <https://tuuxmexikoo.store> (hereinafter referred to as "**Site**"), owned by Tuux.

## DEFINITIONS

For the purpose of understanding the terms used throughout this instrument, the following definitions are provided and may be used interchangeably in the plural or singular without change in meaning.

**"Page":** <https://tuuxmexikoo.com> and/or <https://tuuxmexikoo.store>

**"Tuux":** Tuux Mex, S. de R.L. de C.V. and/or the trademark Tuux Mexikoo, which is legally registered.

**"User":** Natural person, over 18 years of age, with full legal, physical and mental capacity, who uses or browses the Site, in his or her own name or in the name of the legal entity that he or she legally represents.

**"Parties":** Tuux and the User.

**"Artisan":** A person who, through mastery of a handicraft technique, produces handicrafts and/or adaptations on Pieces using the handicraft technique. Artisans are independent collaborators of Tuux therefore, there is no employer relationship whatsoever.

**"Privacy Notice":** This is the policy of collection and use of personal data, published on the Site.

**"Content":** All sections within the Site, which contain the information, Services and/ or Purchase that Tuux makes available to Users. They contain messages, texts, photographs, graphics, icons, logos, technology, links, drawings, sound and/or image files, recordings, software, appearance, graphic design and source codes and in general any kind of material contained on the Site.

**"Web":** Term that describes the system of access to information via the Internet, which is configured by means of pages made with HTML or similar language, and programming mechanisms such as java, javascript, PHP and others. These pages designed and published under an internet domain name are the result of the information that the owner makes Tuux available to Users.

**"Cookies":** Technical means for the "traceability" and monitoring of navigation on websites. They are small text files that are written on the User's computer. This method has implications on privacy, so Tuux will give timely and reliable notice of its use at the time it is implemented on the page.

**"Terms and Conditions":** These are the specification of rights and obligations of the Parties arising from the provision of Services and use of the Site.

**"Account":** The User may be asked to register in order to use the Site, make a purchase and/or request a service. In this registration, the User will be asked for, but not limited to: name, email address, postal address, phone number, bank details, etc. The information provided by the User within his or her Account will be the official information for any relationship, communication and/or delivery between the User and Tuux.

**"Tuux's Email":** [hola@tuuxmexikoo.com](mailto:hola@tuuxmexikoo.com), as well as any under the domain @tuuxmexikoo.com. This being the official means of communication.

**"Tuux's Phone":** This will be the phone number \*. It may be used in an enunciative, but not limited to, for messages, calls, whatsapps, etc.

**"User's Email":** The email provided by the User when creating his or her Account. This will be the official means of communication.

**"User's Phone":** This will be the phone number provided by the User. It may be used, but is not limited to, for messages, calls, whatsapps, etc.

**"Pieces":** Refers to the Pieces offered by Tuux for direct Sale, exclusively through the website <https://tuuxmexikoo.store>.

**"Sale" and/or "Purchase":** Refers to the buying and selling relationship between the User and Tuux, whereby the User purchases Pieces that Tuux sells, exclusively through the website <https://tuuxmexikoo.store>.

**"Services":** These are the Services of collaborations and/or projects, requested by the User, to carry out personalized collaborations between the User and the Artisans. This term covers any type of relationship between the User and Tuux, as long as it is not a Sale of Pieces through the site <https://tuuxmexikoo.store>. Therefore, communication between the User and Tuux to carry out this type of Service may be carried out in person (e.g. points of sale), by means of the User's email and/or the User's phone; and Tuux's email and/or Tuux's phone.

**"Data Requests":** Are the forms for requesting information, documentation and/or any other requirement.

## **TERMS AND CONDITIONS OF USE**

The truthfulness and legitimacy of the data that the User provides to Tuux depends solely on the User. Any omissions or errors in the information, as well as the consequences thereof, are the responsibility of the User.

The information that Tuux displays through its website is subject to modifications and/or updates, without this having to be approved by the User, so it is the responsibility of the User to review the corresponding updates.

**MODIFICATIONS:** Any new features or tools added to the Site are also subject to the Terms and Conditions. Tuux reserves the right to update, replace or adjust these Terms and Conditions in order to, where applicable, regulate the use or administration of the new features. It is the responsibility of the User to periodically review these Terms and Conditions during their visit and use of the Site. Use of the Site constitutes acceptance of the Terms and Conditions, as well as any modifications thereto.

**CAPACITY:** To be a User of the Site, or to agree to make use of the Tuux Services, the User must be a person over 18 years of age, with sufficient physical, mental and legal capacity, otherwise it cannot be used. In case of contracting on behalf of a legal entity, it is required to have the legal authority to do so under Mexican law, otherwise you can not formalize any kind of relationship with Tuux. Therefore, minors, persons in a state of interdiction, declared incompetent, those limited by another contract, agreement or business relationship, including but not limited to, should refrain from having any kind of relationship with Tuux.

**LIABILITY:** Tuux undertakes to keep the Site and its contents reasonably accurate and up to date and to maintain such security controls as it deems necessary in its sole discretion. However, Tuux cannot guarantee to the User that its content is free of errors, defects, malware or viruses. In view of the foregoing, Tuux cannot be held liable for any damage caused or inability to use the Site. The Site may be unavailable due to technical difficulties, Internet failures, or any other circumstances beyond Tuux's control; in such cases, Tuux cannot be held liable for this, nor for any errors or omissions in the content of the Site.

Any item that is downloaded by the User through the Site, will be at your own discretion and risk, so you will be solely responsible for any damage to your computer, equipment or system, as well as the loss or corruption of data contained therein.

**PROPER USE:** The User agrees and undertakes NOT to use the Site, the Services and/or the Purchase, including, but not limited to, for:

1. Take any action contrary to the morals, good customs or applicable laws of the United Mexican States and/or public order;
2. Defame in any way that damages the image, brand and/or reputation of Tuux; or is contrary to these Terms and Conditions;
3. Impersonate another person or entity, as well as introduce false data causing error, confusion and/or deception;
4. Transform or modify the content of the Site;
5. Manipulate or circumvent the intellectual property rights of Tuux or the owners of the Content or the Site;
6. Disclose or make use of the Content by any means, whether physical or electronic, for any purpose (whether commercial, recreational, etc.). The foregoing includes, but is not limited to, the disclosure, dissemination, broadcasting, or broadcasting of audiovisual Content (videos, images, files, text, etc.) of the Pieces, Artisans, information on the Site, and the like; and
7. Use information obtained from Tuux to send advertising or communications for any purpose (may be commercial, recreational, etc.); send unsolicited messages to a number of people regardless of their purpose.

If the User does not comply with the provisions of this paragraph, Tuux may, upon becoming aware of such use, suspend its relationship with the User immediately, and the User will have 5 (five) calendar days to remedy such use or express to Tuux what Tuux deems appropriate.

**CONTENT:** The User acknowledges that all information and content on the Site is the exclusive property of Tuux.

Tuux has the corresponding authorizations regarding the use of images, videos, texts, designs, etc.

Tuux may, without express obligation, monitor, edit or remove Content as it deems appropriate in its sole discretion. Tuux reserves the right to correct any errors, inaccuracies or omissions and to change or update the information on the Site at any time without notice.

Tuux shall under no circumstances be liable to the User or any third party for any content, including but not limited to errors of any kind or omissions in any content, losses, damages and/or penalties of any kind incurred as a result of any content posted, sent by email, the Site or any other means.

**USER-SUPPLIED CONTENT:** Tuux may allow the User to provide text, audio and/or visual content and information, including comments regarding the Content on the Site, which shall not be libelous.

User content shall remain the property of the User, however, by posting it on the Site, the User grants Tuux a free, worldwide license to use, copy, modify, create derivative works from, distribute, publicly display or otherwise use such content in any manner, in all formats and channels. The User shall be liable if such content affects third parties.

The User guarantees that:

1. He/she is the rightful owner of the content that he/she provides by any means to Tuux, being through the Site or other existing means.
2. Neither the User content nor its publication or use by Tuux will infringe, misappropriate any third party's intellectual property or proprietary rights or rights of publicity or privacy or result in the violation of any applicable law or regulation.

**USER CONDUCT:** User agrees to comply with all applicable municipal, state, national and international laws, regulations, ordinances, standards and rules, being solely responsible for all actions or omissions that occur as a result of using or accessing the Site including, without limitation, the content of your transmissions to or through the Site. By way of example and not as a limitation, the User agrees NOT to do the following:

Use the Portal for chain letters, advertising email, spam email.

1. Collect, compile or disseminate information about third parties, including emails, without the consent of the owner of the information;
2. Create a false identity, forged email or header;
3. Transmit through or to the Site: unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material;
4. Transmit any material that would infringe the intellectual property or other rights of Tuux or any third party, including, without limitation, trademarks, trade secrets, copyrights, etc.;

5. Transmit any material that contains viruses, trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious software programs;
6. Use the site to violate any applicable law restricting the export or import of data, software or other content;
7. Interfere with or disrupt the operation of networks connected to Tuux websites or violate the standards, policies, rules or procedures of such networks;
8. Obtain or attempt to gain unauthorized access to the Site, the websites and other accounts, computer systems or networks connected to Tuux websites through password mining or any other means;
9. Use the Site in any way that is unethical or against accepted community standards;
10. Use the Site to promote business for the benefit of any company, regardless of whether it is a competitor of Tuux; and
11. It is expressly forbidden to: (i) use the Site and services for illegal, immoral, obscene or prohibited by custom and applicable law and / or this legal notice; (ii) cause modifications, alterations made by electronic means or otherwise, using lawful or unlawful means, which may interfere with the administration or operation of the Site and / or services provided by Tuux.

The User shall be liable for any damages caused to Tuux arising from their actions or those arising from its officials, employees, factors, dependents and / or natural or legal persons associated, subsidiary and / or affiliate. For which the User accepts the compensation agreed in the Terms and Conditions.

**PRIVACY OF MEMBERS:** It is the policy of Tuux to respect the privacy of Users. The Privacy Policy is available on the Site. By accessing the Site, the User acknowledges that he/she has read, understood and accepted the Privacy Notice, as well as the rights it grants him/her.

**USER ACCOUNTS:** The Account created by the User has several purposes, including, but not limited to, tracking purchases, promotions, news and other applicable communication between Tuux and the User.

In the event that the information provided by Tuux is contradictory, the information received in the User's Email will prevail at all times. The User

acknowledges that the Account is one of the official means by which Tuux is made aware of the User's Email.

**PAYMENT OF PARTS:** The Sale is personal and non-transferable and can only be claimed by the User. For which it is understood that the sale is made to the person holding the User's Email.

Payment platforms are independent of Tuux and its purpose is to facilitate a secure and agile transaction for users. Any questions or issues regarding this payment system should be addressed directly with the payment platforms available on the Site. Tuux assumes no liability arising from the operation or use of payment platforms. For which the User understands and accepts: the currency in which the transaction will be made, commissions, currency and other applicable charges. In the event that the above is not understood and / or accepted by the User, it will refrain from completing the purchase therefore, it is understood that if the purchase process was completed at the time that the charge is reflected in the bank statement of the payment method provided by the User; likewise, it is understood that the purchase was completed at the time that Tuux receives the funds. Whichever event occurs first.

**SHIPPING OF PARTS:** Once the User has completed the Purchase, the Part will be shipped to the address provided by the User in the creation of his or her Account. Shipment will be made by UPS; please confirm their terms and conditions.

The Purchase includes the Piece and its respective acknowledgement card with general information about the technique and the signature of the Artisan who made it.

All shipments include shipping insurance provided by UPS, please confirm their terms and conditions. Delivery times quoted are "estimates" and may be affected by local circumstances such as postal delays, logistical delays or bad weather. For more information, please contact our customer service team.

The User agrees that Tuux is not responsible for delays attributable to UPS service. Tuux will notify the User if there are any significant delays in processing or delivery; however, it is the User's responsibility to check for updates via the UPS website. Upon completion of the Purchase, the User will receive detailed information, including tracking information, to the User's Email.



**CHARACTERISTICS OF THE PIECES:** The images published on the Page, show the exact Piece (base), colors and area to decorate, however the iconography of the area to be decorated varies as it is at the discretion and free expression of the Artisan. Therefore, the User acknowledges and accepts that the figures, symbols and other iconography will be different from the Piece shown on the Page. This makes each Piece unique even though they are part of the same model.

**CANCELLATIONS AND RETURNS OF PARTS:** Tuux does not offer refunds for returns. There may be variations between what is shown on the Site and the Part (for reasons of appreciation and variety in the iconography of the decorated area). The User acknowledges that these are handmade Pieces made by Artisans, which is why there may be variations between the photographs and the Piece received; accepting and understanding that each Piece is unique even though it is part of a catalog with defined designs/models. No Piece is exactly the same as another therefore, there may be slight variations between the Piece displayed on the Page and the one received in physical form.

If the User receives the defective or damaged Part, we will proceed to claim the shipping insurance contracted directly with UPS (confirm their terms and conditions here). In order to do so, it is the User's responsibility to follow the following steps: 1) keep the Piece exactly as you received it (including the packaging); 2) within a period not exceeding 5 (five) working days, send to [hola@tuuxmexikoo.com](mailto:hola@tuuxmexikoo.com) your Purchase confirmation, five photographs of the Piece indicating the damage, two photographs of the packaging and one photograph of the waybill. Once this information has been received, it is the User's responsibility to keep the Piece with its packaging, because in the event that UPS requests it, an on-site inspection will be carried out at the delivery address. After UPS validates and accepts the insurance request, Tuux will repair the part or replace it (as applicable at Tuux's discretion), for which the User will be notified describing the steps to be followed.

Each part is unique, however, if replacement is necessary, a "like" part will be made (same amount of labor hours and details). It is at the discretion of Tuux whether the Part will be repaired or replaced.

In the event that the User does not follow the above steps in a timely manner, Tuux shall not be liable.

**SUSPENSION OR REFUSAL OF ACCESS:** Tuux may, without notice, suspend, disconnect, deny or restrict your access: (a) during a technical failure of the Site, or during modification or maintenance of the Site; (b) if the User uses the Site in a manner that violates this Agreement; or (c) if the User does anything or fails to do anything that in Tuux's opinion could have the effect of jeopardizing the operation of the Site and/or the brand.

**INTELLECTUAL PROPERTY:** All content on the Site is protected by intellectual property rights reserved to Tuux under the provisions of the Federal Law for the Protection of Industrial Property and the Federal Copyright Law. Reproduction in whole or in part is prohibited. All names, logos, commercial notices, photographs, videos, texts, graphic elements and other elements used are the sole property of Tuux.

The photographs displayed on the Site are endorsed and duly authorized for use by the owners of each of them, so they are protected and Tuux has sufficient authorization to use them on the Site in accordance with the Federal Copyright Law. Tuux has sufficient authorization to use them indefinitely for advertising purposes within the Site, social networks, mailings, etc.

The User may not use the trademarks in the process of registration, registered trademarks, or the Tuux logo or any other, in any manner that is likely to cause confusion among Users or that may disparage or discredit Tuux.

**PROCEDURE IN CASE OF VIOLATION OF INTELLECTUAL PROPERTY RIGHTS:** In the event that any User or third party considers that their intellectual property rights are being violated on the Site or any of its services, they should email the Tuux's Email address indicating the following:

1. Personal data;
2. The autograph signature with the personal data of the holder of the intellectual property rights or of the person authorized to act on behalf of the holder;
3. The full indication of the content(s) protected by the allegedly infringed intellectual property rights, as well as their location on the Site;
4. An express and clear statement that the introduction of the indicated content(s) has been made without the consent of the owner of the allegedly infringed intellectual property rights;

5. An express, clear and responsible statement by the complainant that the information provided in the notification is accurate and that the introduction of the content(s) constitutes an infringement of his or her intellectual property rights;
6. A simple copy of the document proving ownership of the allegedly infringed right.

These notifications should be sent to Tuux at [hola@tuuxmexikoo.com](mailto:hola@tuuxmexikoo.com), and will indicate the steps to follow and the physical address to which the original documents should be delivered.

**SYSTEM OR DATABASE VIOLATIONS:** No action or use of any device, software, or other means to interfere with the activities, databases, or operation of the Tuux Site is permitted. Any attempt or activity in violation of or contrary to intellectual property laws and/or the prohibitions set forth in these Terms and Conditions will subject you to appropriate legal action and penalties as provided in this agreement, as well as liability for damages.

**NETWORK ACCESS AND COMPATIBILITY:** The User must have the necessary software, hardware, internet network connection or any other necessary mechanisms, as well as their due updates, to carry out communications, consultancy or any other related to the provision of professional services.

The User is solely responsible for obtaining access to the internet network necessary to use the Site. If the User accesses or uses the Page from a wireless device, your wireless network's data and messaging rates and fees may apply, according to the provider of such service. Tuux does not warrant that the Site, or any portion thereof, will operate on any particular hardware or device.

**THIRD PARTIES LINKS:** Tuux may provide web addresses and direct links to websites and/or other third party links, over which Tuux has no control or responsibility for the content therein. Tuux shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any such content, parts or services available on or through any such sites.

**NO RELATIONSHIP BETWEEN PARTIES:** These Terms and Conditions do not at any time create any relationship with the User, a partnership, service contract or employment relationship between Tuux and the User.

**COMPLAINTS AND DISCLAIMERS:** In cases of disagreement by the User to the information provided through the Site and / or any other means should email the Tuux's Email to express their disagreement within a maximum of 30 (thirty) calendar days for Tuux is able to analyze the case and provide options for solution and / or improvement, without this implying acceptance of all or part of responsibility for the non-conformities indicated by the User.

**INDEMNIFICATION:** The User agrees to indemnify Tuux, as well as its employees, for any damage and / or injury arising from or related to: a) breach of the obligations established in the Terms and Conditions; b) violations of intellectual property rights of Tuux, c) lack of accuracy of the content you post or send by any means to Tuux, and d) improper or illegal use of any information.

Tuux assumes no liability for violations of applicable laws caused by the User's use of the Site or any of the Services in a manner that is inappropriate or contrary to these Terms and Conditions, the law and/or trade custom.

In the event that the User violates any part of the Terms and Conditions, the User irrevocably agrees to indemnify Tuux for a minimum of 11,000 UMA's per month (eleven thousand units of measurement and updating), in force at the time that Tuux notifies the User of such situation through the User's Email; such indemnity may be increased if Tuux proves greater damages. Likewise, the User undertakes to cover all legal costs and expenses. In the event that a third party is affected, the User shall be solely responsible, completely dissociating Tuux from this situation.

**TERMS AND CONDITIONS OF SERVICES:** In the event that the User contacts Tuux for a Service and / or is in a direct physical point of sale, the follow-up will be carried out through the User's Email, User's Phone, Tuux's Email and / or Tuux's Phone. For which Tuux will provide you with terms and conditions in addition to those found in these Terms and Conditions. It is understood that if such additional terms and conditions are contradictory to these Terms and Conditions, the additional terms and conditions will prevail only with respect to the contradiction in question, for all other cases these Terms and Conditions will continue to apply.

**PRIVACY POLICY:** Tuux in order to provide an effective service may collect information from Users, which may be of a personal nature. All personal information and its treatment is protected by the Privacy Notice contained on the Site.

**CONFIDENTIALITY:** The Parties are obliged not to disclose personally or by third parties, by any printed, electronic, conference or advertising means, the information or documents to which they have access derived from the performance of the object of the services because they are exclusive property; also obliging themselves to use such information only for the purpose of developing the requested service. This obligation will subsist even after 10 (ten) years after the termination of the Services.

**NOTICES, NOTIFICATIONS AND ADDRESSES:** All notices and notifications that the Parties must or wish to make in connection with these Terms and Conditions of Use shall be by email to the email address provided by the User in the creation of your Account and by Tuux to: [hola@tuuxmexikoo.com](mailto:hola@tuuxmexikoo.com).

For such purposes and until such time as new addresses are notified in the manner indicated above, the Parties indicate as their legal addresses those expressed in the data form, if not indicated, the address of the User shall be understood to be the same as that of Tuux indicated in this instrument.

**FORTUITOUS EVENT:** Parties shall be exempt from all civil liability in the event of default and breach of these Terms and Conditions due to force majeure or unforeseeable circumstances, whether present or future, which are beyond the control of Tuux and which cannot be avoided.

**JURISDICTION:** The Parties agree that for disputes, litigation and/or any other contingency arising from the conclusion, implementation, interpretation and/or execution of this instrument, they agree to collaborate in the best terms and reach a mutual agreement through a process of negotiation in good faith, and may initiate a process of mediation or conciliation through the judicial authority corresponding to the state of Querétaro.

In the event of failure to mutually reach an agreement satisfactory to the Parties, they agree to submit to the provisions of Mexican law, as well as to the jurisdiction and competence of the Courts of Querétaro, Querétaro, Mexico, expressly waiving any other jurisdiction that, by virtue of their present or future domiciles, nationalities, place of performance of the object and/or execution of this contract, may correspond to them.

Having read and understood each of the terms and conditions, the User declares his/her total acceptance and submission to any obligation derived, by making continuous use of the Site, by browsing the Site.

In case of disagreements, questions, comments or any other communication related to any of the aspects contained in these Terms and Conditions, the User should contact the email: [hola@tuuxmexikoo.com](mailto:hola@tuuxmexikoo.com).

