

## TERMS AND CONDITIONS OF USE OF THIS WEBSITE

The terms and conditions contained herein regulate the use of the Website [www.mezcalpopolvuh.com.mx](http://www.mezcalpopolvuh.com.mx); as well as any and all other online platforms and/or digital, including mobile and other applications, such as but not limited to, Facebook® and Twitter® applications (hereinafter referred to as the "Website" and/or "Site") whose property corresponds to COMERCIALIZADORA DE PRODUCTOS Suntuarios, S.A. de C.V. (hereinafter "CPS"), who resides in Calle D Manzana 1 No. 4, Colonia Educación, Código Postal 04400, Delegación Coyoacán, Ciudad de México, México.

Please read these terms and conditions of use before using our Website. By accessing and using the Website, and in any case, having hired the services that it offers, you agree to respect and accept all the Terms and Conditions of Use, notices, and clauses of exclusion of liability set out in these Terms and Conditions of Use. The acceptance of the Terms and Conditions here laid down will be a step prior and necessary for the acquisition in its case, of any service that is available on the Website.

CPS reserves the right to make changes and/or amendments to the Terms and Conditions of Use set forth in the Website as it deems necessary or convenient at any time without warning or prior notice to the users of the Website. You can verify and consult on an ongoing basis these Terms and Conditions of Use in order to meet such changes or modifications. This Website is reserved and solely directed at people or users that are legally permitted by applicable laws to purchase and consume alcoholic beverages, in countries and territories, where the sale, advertising and consumption of alcoholic beverages, is legal and allowed. In the case of Mexico, the Mexican Republic, the United Mexican States, only users of age, i.e. older than 18 years of age, are the ones who will be able to access and make use of the Website.

Please exit our Website immediately if you do not accept these Terms and Conditions of Use, or if you do not have the legal age to consume alcoholic beverages in the country or other territory in which it you are located, or if you are accessing our Website in a country or other territory where the use of our Website is not allowed. Through this Website, CPS provides information about their products and services and offers you the possibility of inquiring. Users must use the Website in a responsible manner and for lawful purposes in accordance with these Terms and Conditions of Use. Listed below are the activities in which the User must abstain in regards of the use of the Website such as, but not limited to: (i) Distribute, disclose, advertise or publish any material or information that degrades, discredits, embarrasses, humiliates or threatens people; (ii) Abuse, defame, harass, blames, threaten or otherwise violates the rights of another; (iii) Distribute, disclose, advertise or publish any material or indecent information that infringes the rights of third parties; (iv) Announce or send, or otherwise disclose confidential information, business secrets, whether industrial or commercial or other unique data, confidential and/or protected by any law or regulation in Mexico and/or abroad; (v) Copy or create derivative works from displaying, distributing, granting under license, perform, publish, recreate, reproduce, sell, transfer or transmit any information, products, services or software obtained from or through the Site; (vi) Monitor or copy any content by any process; (vii) Participate in any conduct that is or that CPS considers that is in conflict with the Terms and Conditions of Use, and; (viii) In general,

perform any act against the law, morals and the good faith. You are responsible for making all the necessary arrangements so that you have access to the Website. You are also responsible for ensuring that all people accessing the Website through your Internet connection are aware of these Terms and Conditions of Use, and that they abide by them.

#### **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE AND EVENTS:**

The privacy of the Users of the Website is very important to CPS. All the information that is gathered from the Users of the Website will be processed and treated in accordance with the Privacy Policy of CPS. By using the Website, you agree to the process and guarantee that the data provided by you is accurate and precise.

#### **INDUSTRIAL AND INTELLECTUAL PROPERTY:**

CPS as well as their subsidiaries, affiliates and/or related companies and their licensors and licensees, hold, either by themselves, and/or by virtue of any contract with any third party, all rights to the content and design of the Website and, in particular, but not limited to campaigns, photographs, images, texts, logos, designs, brands, commercial names, audio, videos, data and software (including code, interface and Website framework) that are included in this Website. Such rights are protected by the legislation in force and applicable in regards of Industrial and Intellectual Property. It is strictly prohibited the copying, reproduction, adaptation, modification, distribution, commercialization, public communication of the Website or any action that constitutes an infringement of the legislation in regards of Industrial and Intellectual Property, as well as the use of the contents of the Website if it is not with the prior authorization and written consent of CPS. CPS reports that the mere act of accessing and consulting the site, DOES NOT grant a license, authorization or implicit right whatsoever on Intellectual and Industrial Property rights or any other rights or related property, directly or indirectly, with the contents included in the Popol Vuh® Website. It is a registered trademark with the Mexican Institute of Industrial Property, in accordance with the Industrial Property Law, property of CPS, so that any unauthorized use thereof shall be punished in accordance with the applicable legislation.

#### **WARRANTIES DISCLAIMER AND LIMITATIONS OF LIABILITY:**

CPS will act diligently to make the content of the Website available at all times, however, CPS may at any time and without notice, interrupt or cancel access to the Website and/or its content without any liability to CPS. CPS, in no case shall be liable for damages arising or relating to the use of the Website and/or its content, including without limitation, loss of data, programs or information, damage to computers or networks, virus. These Terms and Conditions of Use or content on the Website may contain errors or inaccuracies. There are third parties other than CPS and Yourself, who might have access to the content of the Website whom may change and/or remove such content without the permission of CPS. CPS informs you that in no case shall be liable in the event that such changes, without the permission of CPS, are made by third parties affecting the content of the Website.

There are no more warranties by CP than those that correspond where appropriate, to services provided by CPS in accordance with this document and that are expressed in these Terms and Conditions of Use.

CPS does not recognize or will recognize warranties of any kind or nature that are not hereby specified. Any information that has not been provided by agents or employees of CPS or any third party authorized by them or by the Website can create warranties of any kind in regards to the Terms and Conditions of Use and/or the Website. The products and in its case any services offered on the Website are the only ones authorized by CPS, so that it will not be liable for any other product or service offered by any party other than CPS. The site may contain discussion groups, news groups, bulletin boards, chat rooms and other services involving third parties different to CPS and the User. CPS is not responsible for communications or dialogue in the course of discussions, forums or chats that are organized through the Website or link pages, nor will it answer for any damages and prejudices that the Users suffers from as a result of such communications or dialogues. The information that the User provides in such situations is public for which CPS recommends not to provide personal data and/or private information concerning Users. By using the Website, you expressly agree to use of the Website solely at your own risk. The Website is provided "as is" and "as available". CPS, nor its affiliates, subsidiaries and related, nor their respective officers, directors, employees, agents, suppliers of third party content, designers, contractors, distributors, vendors, sponsors, licensors and other (hereinafter "Associates") guarantee that the use of the Website will not suffer interruptions nor will it contain errors. In addition, CPS does not declare that the content provided on the Website is applicable to, nor appropriate use in locations outside Mexico. Any verbal advice or information in writing by CPS or its Associates shall constitute a warranty.

Under no circumstances will CPS nor its Associates be liable for any direct, indirect, incidental, special or consequential damage that is generated either by the use or the inability to use the Website, including but not limited to: damages arising from their confidence in the information obtained on the Website that may cause errors omissions, interruptions, deletion or corruption of files, viruses, delays in operation or transmission, or any other type of error in its performance. Under no circumstances will CPS nor its Associates be responsible for limitation of liability, precedent applies in any legal action, whether in contract, tort, or any other claim, even if an authorized representative of CPS has been advised or should have been aware of the possibility of such damages. The User acknowledges that this paragraph shall apply to all content and in its case services available through the Website. Further, CPS shall not be liable if for any reason the Website is not available at any time or for any period. If you are provided a user identification code, password or any other piece of information as part of a registration system or a security procedure, you must treat such information as confidential and shall not disclose it to any third party. CPS will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with the failure to comply with these Terms and Conditions of Use. CPS has the right to disable any user identification code or password, either chosen by you or assigned by CPS, at any time, if in the opinion of CPS, you have breached any of the provisions of these Terms and Conditions of Use. From time to time, it is possible to restrict access to some parts of the Website or the entire site, for Users who have registered with CPS.

**SURVIVAL OF THE TERMS AND CONDITIONS.** In the event that any judicial or administrative authority declares the nullity of a subsection, paragraph or clause of the present Terms and Conditions of Use, other subsections, paragraphs, and clauses of this instrument will continue to be binding on the parties.

#### **COMPENSATION:**

You acknowledge and agree that you will be responsible for compensation and to peacefully and safely acquit CPS, its affiliates, subsidiaries or any society corporately related, for any damages arising out of failure to comply with the provisions stated in the Terms and Conditions of Use, as well as damages that arise out of or are related to the improper use of the Website.

#### **HEADINGS AND PARAGRAPHS:**

All the titles, headings, and paragraphs of the present Terms and Conditions of Use are used solely to provide references so that they will not affect the content or interpretation of them.

#### **JURISDICTION AND APPLICABLE LAW:**

To resolve any dispute or conflict arising out of the present Terms and Conditions of Use of the visit or use of the site, and in the case of those related to the acquisition of products or services through the Website, the parties are subject to the applicable laws of the Mexican Republic and to the jurisdiction of the courts of Mexico City, Mexico, explicitly waiving any other jurisdiction that may correspond to them by reason of their present or future domiciles. If you have any questions about the material that appears on the Website, please contact by writing our Digital Advisor at [contacto@mezcalpopolvuh.com.mx](mailto:contacto@mezcalpopolvuh.com.mx)