### **LEGAL WARNING**

The terms and conditions regulate the access and use of each and every one of the web pages that can be found under the domain "https://tezcazul.com/", and their respective sub domains and subdirectories belonging to the web page, owned by https://tezcazul.com/ commercial company with registered office in Los Gatos, California, USA.

Access to the website https://tezcazul.com/ and the use of its contents and services implies full and unreserved adherence to the Terms and Conditions that are set out in the version published at the time the user accesses it.

The latest version of the Terms and Conditions may be consulted whenever you wish at the electronic address https://tezcazul.com/Terms-and-Conditions If the user decides not to accept the current Conditions, he must refrain from accessing the aforementioned page website and / or use the content and / or services available on it.

### TERMS AND CONDITIONS FOR THE USE OF TEZCAZUL

#### **OBJECT OF THE CONDITIONS**

- The purpose of these Conditions is to regulate the access and use of the website:
- The web page constitutes the elements integrated both in the screen interfaces and, including, but not limited to, those texts, images, sounds, databases, multimedia products, interpretations, artistic executions, fixations, photographs, radio broadcasting signals. , and in general, all those creations and objects expressed by any means or medium, currently known or that will be invented in the future, are, or not, object of protection by the current legal order in matters of intellectual, industrial property or by any other analogous legal systems (the "Contents") and all those online services or resources that may be offered to users.
- https://tezcazul.com/ reserves the right to modify, at any time, and without prior notice, the presentation and configuration of the Website and the Contents and Services incorporated therein. The user acknowledges and accepts that at any time https://tezcazul.com/ may interrupt, deactivate and / or cancel any of the Contents and / or Services that are integrated into the Website.

# PARTICULAR CONDITIONS

- Access and use of certain Contents and / or Services may be subject to certain conditions, legal notices and regulations of use that, previously made known to the user, and depending on the case, will replace, complete and / or modify the Particular Conditions. Access and use of said Contents and / or Services will imply, therefore, full adherence to the particular conditions that regulate them in the version published at the time the user accesses them, with said Particular Conditions being automatically incorporated into the These Terms and
- Conditions of use for the website https://tezcazul.com/ In case of contradiction between the stated terms and conditions, the terms agreed in this last instrument will prevail always and in any case with respect to those incompatible terms and only with respect to those Contents and / or Services subject to said specific regulation.

### ACCESS TO CONTENT AND SERVICES

- To access the Website, the user must:
- have access to the Internet, either directly or indirectly through access devices;

have the necessary computer equipment and systems to connect to the Internet, including a terminal that is suitable for this purpose (computer, telephone, etc.) and a modem or other similar or similar access device.

- For the correct access, visualization and implementation of certain Contents and Services of the Website, the user may need to download certain computer programs or other elements onto their computer equipment. This installation will be the responsibility of the user, declining to https://tezcazul.com/ any type of responsibility that may arise from it.
- The user undertakes not to access the Contents and / or Services of the Website by other means than the screen interface that https://tezcazul.com/ provides to access them.

### REGISTRATION

 https://tezcazul.com/ may require for access to certain Content and / or Services the sending of a registration form (Registration). The user, in this case, must provide the information requested for said activity

In relation to the registration process, the user agrees to:

- provide true, accurate and complete information about your identity and
- update the registration data so that they remain true, accurate and complete.

The user will not be able to choose as username or password words and / or expressions that, in general, would be contrary to the law or to the requirements of morality and generally accepted good customs.

and, in general, words and / or expressions on which any right rests that excludes the use by the user of the same. To this end, the user may not select words or expressions that are rude, insulting, libelous, identical, similar or in any way coincide with distinctive signs, company names, as well as names, surnames, artistic names and / or pseudonyms of third parties. If the user provides any false, inaccurate or incomplete data, or if https://tezcazul.com/ has sufficient grounds to suspect that such information is false, inaccurate or incomplete, or is contrary to the law or the requirements of morality and generally accepted good customs, in accordance with the provisions of the previous paragraph, https://tezcazul.com/ will have the right to cancel the registration and deny access and use, present or future, of the Website or any of the Contents and / or Services incorporated therein.

- The user undertakes to make diligent use of his username and password, as well as to keep both secret. It will be the sole responsibility of the user to maintain the confidentiality of their username and password, personally assuming any activities that are carried out or that take place through the use of them.
- The user may cancel and deactivate their registration at any time using their username and password. The user acknowledges and accepts that Tequila Tezcazul® reserves the right to cancel inactive registrations for an unreasonable period of time. We offer as an alternative for the elimination of the account or any modification the email of contacto@tezcazul.com

#### RULES OF USE OF THE SITE

- The user undertakes to use the Website and the Contents and / or Services that are incorporated therein diligently and correctly. Likewise, the user agrees not to use the Website:
- to carry out activities contrary to the law, morality, accepted good customs or established public order and with illicit, prohibited or harmful purposes or effects on the rights and

interests of third parties, declining to Tequila Tezcazul® any responsibility that may derive from all of the above.

- The user acknowledges and accepts that the use of the Website and its Contents and / or Services will be carried out for strictly personal, private and particular purposes. It is expressly forbidden for the user to authorize third parties to use the Website, in whole or in part, or to introduce and / or incorporate the Contents and / or Services incorporated therein as, or in, their own business activity. The use or application of any technical, logical or technological resources by virtue of which users can benefit, directly or indirectly, with or without profit, from the unauthorized exploitation of the Contents and / or Services or the Website is expressly prohibited. per se.
- The user agrees not to damage, disable or deteriorate the equipment and computer systems or telecommunications equipment of https://tezcazul.com/ or third parties, nor the content incorporated and / or stored therein.
- The user undertakes to refrain from using the Contents and Services in any way that may damage, disable, overload or deteriorate the Website or prevent its normal use or enjoyment by other users.
- The user undertakes not to modify the equipment and systems of https://tezcazul.com/ in any way, nor to use modified versions of equipment and systems in order to obtain unauthorized access to any Service and / or Content of the Site Web.
- The user undertakes not to interfere with or interrupt the access and use of the Website, servers or networks connected to it or to breach the requirements, procedures and regulations of the network connection policy.

## CONTENTS AND SERVICES OF THE WEBSITE

- Corporate information
- The user knows and accepts that any data related to https://tezcazul.mx/ or the TEQUILA TEZCAZUL companies of an economic financial strategic nature (hereinafter, "Corporate Information") is carried out for informational purposes only.
- The Corporate Information has been obtained from reliable sources, but, despite having taken reasonable measures to ensure that said Information is not erroneous or equivocal, https://tezcazul.com/does not represent or guarantee that it is accurate, complete or updated and it should not be trusted as if it were.
- The Corporate Information contained on the Website does not imply any type of investment recommendation, or financial or other advice, and nothing that is included in it should be taken as a basis for making investments or making decisions of any kind Information provided by third parties
- The Website may include information or content provided by sources other than https://tezcazul.com/, including the users of the Website themselves. https://tezcazul.com/ does not guarantee, nor does it assume any responsibility for the certainty, integrity, accuracy of such information and / or content, including those cases in which there are defamatory, offensive or illegal elements.
- In any case, and without prejudice to the foregoing, the submission by third parties of information and / or content to the public access sections of this Website through email or any other means, will imply the granting in favor of a Non-exclusive license, without limit in time,

worldwide and free of charge to reproduce, store, edit, modify, publish, incorporate in databases, publicly communicate, transmit, visualize, distribute, represent, or in any other way commercially exploit, in whole or in part, such information or content owned by the user on the Website in any way or through any means or technology . https://tezcazul.com/ reserves the right, at its sole discretion, to edit, reject or eliminate the aforementioned information and / or content.

The user acknowledges and accepts that https://tezcazul.com/ can keep and reveal the information that it stores or makes available to third parties on the Website as long as it is: required for this by the competent authorities and bodies; necessary to enforce the Terms and Conditions and / or Particular Conditions; convenient or necessary to answer claims related to violations or infringements of rights; or convenient or necessary to protect the legitimate interests of https://tezcazul.com/, its users and the general public.

### CONTENTS AND SERVICES OUTSIDE THE WEBSITE

- The https://tezcazul.com/ Website may make technical link devices, directories and search engines available to users that allow them to access web pages belonging to and / or managed by third parties.
- The sole purpose of installing these links, directories and search engines on the Website is to facilitate users' search and access to information, content and services available on the Internet.
- The establishment of the link does not necessarily imply the existence of relations between https://tezcazul.com/ and the owner of the web page on which it is established, as well as the acceptance and approval by TEQUILA TEZCAZUL, and its Contents or Services.
- Because TEQUILA TEZCAZUL. Has no control over the pages linked through the links that are incorporated into the Website, the user acknowledges and accepts that https://tezcazul.com/ does not assume any responsibility for the content or for the services that the user can access on said pages or by any products that are marketed on them.

## PAYMENT AND RETURN OF MERCHANDISE

The payment, shipping and return of the products offered at https://tezcazul.com/ that are made on the website https://tezcazul.com/ will be in accordance with the terms and conditions established by Mercado Libre and Paypal, which you can consult at: https://www.mercadopago.com.mx/ayuda/devolver-dinero-compra\_1601 for Mercado Pago and for payments made by the Paypal platform you can consult: https://www.paypal.com/en/webapps/mpp/refunded-returns

It is worth mentioning that https://tezcazul.com/ also has help to make returns of products purchased through our website, which must adhere to the following requirements.

- Do not exceed 72 hours after receiving the product.
- The product must remain as it was received at the time of delivery without alterations in its exterior and with a capacity of 90% of the product genuinely
- Report your problem by calling (33) 1431 5404 from 8 am to 8 pm every day

## SHIPPING OF GOODS

The agents or third parties used for shipments may vary according to what is convenient for Tequila Tezcazul® but in any case Tequila Tezcazul® offers the guarantee that the product will arrive at its destination in a maximum of 6 business days for both the Metropolitan Area of Guadalajara and the rest of the national territory.

## PACKAGING OF OUR TEQUILAS Tequila Tezcazul®

Our products are packed with a protective plastic cover and our clients are invited to verify that they have the plastic covering when receiving their Tequila Tezcazul® products, if not, report this event to the telephone number (33) 1431 5404

## **BILLING**

You can request your invoice by sending an email to the following address: contact@tezcazul.com in which you must include your full name or company name, RFC, Fiscal Address with Postal Code, billing email, use of CFDI, payment method as well how to attach a copy of your purchase. You can support yourself to send your data on the platform available at https://tezcazul.com/billing

In a period of 48 to 72 business hours your invoice will arrive at the email you have provided.

## CHANGES TO THE TERMS AND CONDITIONS

https://tezcazul.com/ may modify these Terms and Conditions at any time by making the modified terms public on the website <a href="https://tezcazul.com/terms-and-conditions">https://tezcazul.com/terms-and-conditions</a>.

All modified terms will be effective upon posting.

The use of the site https://tezcazul.com/ implies the acceptance of these Terms and Conditions.

### APPLICABLE LAW AND JURISDICTION

For the interpretation and fulfillment of these terms and conditions, the parties submit to the jurisdiction of the courts of the City of Guadalajara, Jalisco expressly renouncing any other jurisdiction that may correspond to them by reason of their present or future addresses.

# **GUARANTEES AND LIABILITY**

- Unless the Law expressly determines otherwise, or expressly stated otherwise, the user expressly acknowledges and accepts that https://tezcazul.com/ does not grant any guarantee of any nature, either express or implicit, on the Website, or the Contents and Services that are incorporated in it:
- The availability and continuity of the operation of the Website and, in particular, although not exclusively, that users can effectively use the Website, the Contents and the Services, access the different web pages that make up the Website or those from which the Services are provided.
- The levels of quality, interoperability and functionality of the Website, as well as the Services and / or Contents that it incorporates.
- The interruption, suspension or cancellation of access to the Website and the Contents and / or Services that it incorporates.

- The adequacy for a particular purpose of the Website and the Services or Contents incorporated therein.
- The certainty, completeness, accuracy and / or updating of the Contents, Services, products, texts, graphics, links or any other elements incorporated in the Website, as well as the results that could be obtained from the access and / or use of this website or its contents.
- https://tezcazul.com/ expressly declines any responsibility for errors or omissions in the information contained in the pages of this Website, as well as for the lack of veracity, accuracy, relevance and / or timeliness of the Contents.
- Unauthorized access and alteration of the data stored and transmitted through the Website or the services it offers in this regard.
- The absence of viruses or other elements in the content that may cause alterations in your computer system (software and hardware) or in electronic documents and files stored in your computer system.
- The user is aware of, and voluntarily accepts, that the use of the Website, the Services and the Contents takes place, in any case, under his responsibility, for which he will adopt all those measures that are necessary in order to minimize risks, including the adoption of the necessary security measures to guarantee antivirus and data recovery procedures. Thus, unless the law expressly imposes otherwise and exclusively to the extent and extent that it imposes, https://tezcazul.com/ does not guarantee or assumes any responsibility regarding the access and use of the Website or the Contents and / or Services that are incorporated therein.

### OVERWHELMING FORCE

Notwithstanding the foregoing, https://tezcazul.com/ will not be responsible for any delays or failures that may occur in the access, operation and operation of the Website, its Contents and / or Services, as well as any interruptions, suspensions or its malfunction, when they originate from breakdowns caused by natural disasters such as earthquakes, floods, lightning or fires, force majeure situations, extreme emergency situations such as wars, military operations, civil disturbances, strikes, lockouts or any other situation of force majeure or fortuitous cause.

# PERSONAL DATA

- To use or have access to certain Services and / or Contents, https://tezcazul.com/ may require users to fill in certain registration forms that necessarily imply the provision of certain personal data in this case https://tezcazul.com/ will treat said data in accordance with the purposes and under the conditions detailed in each case.
- By completing and sending any form incorporated into the Website, the user expressly consents and authorizes https://tezcazul.com/ to collect, automatically process or assign, as the case may be, the personal data that is requested from him. compliance with the purposes and under the conditions that are detailed in each case.
- https://tezcazul.com/ has adopted and will adopt all the technical and organizational security measures that are mandatory in accordance with the provisions of current legislation and existing quality standards in the sector, in order to guarantee the maximum security and confidentiality of communications.

https://tezcazul.com/ guarantees that there are controls to prevent the opening of security breaches or other negative consequences, adopting the most appropriate organizational

measures and technical procedures in order to minimize these risks. Notwithstanding the foregoing, the user acknowledges and accepts that Internet security measures are not impregnable.

The networks used on the Internet are not secure and any communication sent by this means can be intercepted or modified by unauthorized persons. Notwithstanding the foregoing, https://tezcazul.com/ warns that the current state of the art does not guarantee the non-violation of security systems or the inviolability of communications when these are transported through any telecommunication networks. Thus https://tezcazul.com/ cannot guarantee full privacy and security in the use of the Website and the Contents and / or Services and, in particular, that unauthorized third parties may not be aware of the class, conditions, characteristics and circumstances of the use that users make of the Website and the Contents and / or Services.

#### INFORMATION ABOUT COOKIES

- The Website may use cookies, small text files with information about your browsing on this site, the main objective of which is to improve the user experience on the web. You can find more information about the cookies that are used, their purpose and other information of interest in the following link: https://tezcazul.com/notice-of-privacy/
- By continuing to merely browse and / or use the functionalities of the Website, the user accepts depending on the settings they have selected on the privacy options provided by their browser the installation of the cookies used on this Website and that they are described on the page above.

## INTELLECTUAL, INDUSTRIAL PROPERTY RIGHTS AND OTHER RIGHTS

- Applicable Legislation This Website, as well as the Contents, Services and elements that are integrated in it, are owned or under the control of https://tezcazul.com/, being protected, without limitation, by Mexico's intellectual and industrial property laws and international Treaties and Conventions that may be applicable.
- Property of https://tezcazul.com/ is the exclusive owner of all intellectual, industrial and similar property rights that may fall on the Website. Likewise, they are reserved in favor of https://tezcazul.com/ or any of the companies belonging to
- Tequila Tezcazul®, all the rights over any content, Services or elements of its property that will be incorporated into the Website, including, but not limited to:

those elements that make up the visual appearance, graphic image and other sensory stimuli of the web pages that make up the Website;

- navigation architecture;
- the source codes of the web pages;
- Photographs,
- recordings,
- Computer programs,
- database,
- technology,
- logos and distinctive signs.

All of this, as a whole, will be referred to hereinafter as the "Property".

- Property of Third Parties The user acknowledges and accepts that the Website contains content and services owned by third parties whose rights are protected by applicable

legislation on intellectual and industrial property, rights to exploit the commercial and advertising value of the image. and other similar rights, as the case may be.

- Reservation of Rights The user agrees not to withdraw, delete, alter, manipulate or in any way modify:
- Those notes, legends, indications or symbols that either https://tezcazul.com/ or the legitimate owners of the rights incorporate into their properties in terms of intellectual or industrial property (such as copyright, ©, ® and ™, etc. .).
- The technical protection or identification devices that the Contents may contain (such as watermarks, fingerprints, etc.).

### PROPERTY LICENSES

- The user acknowledges that by virtue of these Terms and Conditions of use for, https://tezcazul.com/ does not assign or transfer to the user any right over its Property, or over any property of third parties https://tezcazul.com/ only authorizes the user to access and use them in accordance with the terms indicated in these Conditions.
- https://tezcazul.com/ authorizes users to access and navigate the Website, using the Services and viewing the Contents that are incorporated there.
- Users are not authorized to copy, distribute (including emails and the Internet), transmit, communicate, modify, alter, transform, assign or, in any other way, deploy activities that involve the commercial use of the Website, its pages, Contents or elements that make it up, either partially or totally, without express consent, granted in writing, by the legitimate owner of the exploitation rights.
- The access, visualization and, where appropriate, downloading of the Contents and / or Services will always and in any case be carried out for strictly personal and non-commercial purposes.
- https://tezcazul.com/ reserves all rights to the Property including, by way of example and not limitation, all intellectual and industrial property rights that it holds over them.
- Tezcazul® Tequila
- https: //tezcazul.com/ does not grant any other license or authorization of use to the user on its Property other than the one expressly detailed in this clause.

## LINKS LICENSE

- Users and, in general, those who intend to establish a link between their website and the Website must comply with the following conditions detailed below. Any other link claim other than that stipulated in this clause will require the prior written acceptance of Tequila Tezcazul®
- The user will not be able to reproduce, or imitate, totally or partially, the content of the Website, nor its graphic appearance, nor will it make frames ("frames") or assembled links ("link inline") of the https://tezcazul.com/
- No browser, frame, or environment or navigation bar will be created on the pages of the Website.
- No false, inaccurate, incorrect or denigrating statements or indications will be made on the Website, https://tezcazul.com/ or any of the Tequila Tezcazul® Properties and, in particular, it will not be declared or implied that https://tezcazul.com/ collaborates or is a collaborating partner and / or that in any way it has supervised or assumed in any way the contents or services offered or made available to the web page where the link is established.
- The web page on which the link is established will not contain any brand, commercial name, establishment label, denomination, logo, slogan or other distinctive signs belonging to https://tezcazul.com/, except for those signs that are part from the same link or those other Properties that have been previously licensed in writing by Tequila Tezcazul®
- The web page on which the link is established will not contain illegal information or content, contrary to morality, generally accepted good customs and public order, nor will it contain content or services that are contrary to any third party rights.

### TERMINATION OF LICENSES

- https://tezcazul.com/ reserves the right to terminate or modify at any time and for any reason, the licenses granted by virtue of these General Conditions. Notwithstanding this, https://tezcazul.com/ may take legal action against any use by the user that:
- does not comply with the terms and conditions specified here;
- infringes or violates the rights of intellectual and industrial property or other analogues of https://tezcazul.com/ or of any other legitimate third party; or violates any applicable regulations.

The user will be obliged to immediately modify or remove from his website any Property of https://tezcazul.com/, or remove any link to the Website, when required by https://tezcazul.com/

### VIOLATION NOTIFICATION PROCEDURE

- In the event that any user or third party considers that there are facts or circumstances that reveal the unlawful nature of the use of any content and / or service, or the performance of any illegal activity on the web pages included in the Website, or through the Services provided, you can contact the Legal Department at the registered office of Tequila Tezcazul®
- indicated above and providing the following information:
- The name, surname, national identity document, address, telephone number and email address of the claimant, as well as, where appropriate, the signature of the owner of the rights allegedly infringed or, where appropriate, of the person authorized to act on his behalf and on his behalf.
- Determine the alleged illegal activity and, in particular, in the case of an alleged violation of intellectual or industrial property rights, a precise and specific description of the protected content as well as its exact location.

## VALIDITY OF THE GENERAL CONDITIONS AND THEIR MODIFICATION

- The legal relationship derived from the access and use of the Website, as well as the Contents and Services incorporated therein, has an indefinite duration. Likewise, any of the parties may terminate or suspend this contractual relationship unilaterally at any time and without any cause other than their will in this regard.
- Notwithstanding the foregoing, said relationship will be terminated immediately when https://tezcazul.com/ publishes new General Conditions. Access to and use of the Website will imply full adhesion and acceptance of the new conditions and, consequently, the beginning of a new legal relationship.
- https://tezcazul.com/ reserves the right to modify, at any time, and without prior notice, these General Conditions.

# ASSIGNMENT TO THIRD PARTIES

- The user may not assign, transfer, encumber or subrogate in favor of third parties the rights and obligations established in these General Conditions and, where appropriate, in the Particular Conditions.
- https://tezcazul.com/ may assign, transfer, encumber or subrogate in favor of third parties, totally or partially, the rights and obligations assumed by virtue of the contractual relationship set forth herein, as well as the contractual position to any third party, it being understood by means of this clause that the user grants sufficient authorization for this purpose.

## APPLICABLE LAW AND COMPETENT JURISDICTION

- The Website is operated and controlled by Tequila Tezcazul® from its offices in Mexico with the aforementioned address. Consequently, all the questions that could derive from the access and / or use of the same will be understood regulated and interpreted in accordance with the Mexican legislation.
- In the event that the user is domiciled outside of Mexico https://tezcazul.com/ and the user submits, expressly waiving any other jurisdiction, to the competent Courts and Tribunals in the country of Mexico.

## **NOTIFICATIONS**

Unless otherwise indicated, all notifications, requirements, agreements, consents, acceptances, approvals or communications that are necessary in accordance with the provisions of these General Conditions or that, in one way or another, are related to it, must be recorded in writing, and sent to Tequila Tezcazul® by mail to the company's registered office, for the attention of the Legal Department.

### MORE INFORMATION

Please, for any additional information, suggestion or proposal, please contact orders@tezcazul.com