

At your service since 1955 through DESPACHO ERICH VOGT



The accurate point of reference
for your protection and
effective management of your risks

NOTICE OF USE OF THE WEBSITE

PROTECCIÓN DINÁMICA, AGENTE DE SEGUROS Y DE FIANZAS, S.A. DE C.V.
Periférico Sur 5452, Olímpica, Coyoacán, Mexico City, Zip 04710, Mexico
Phone: +52(55) 5549 3680, 5484 0900 y 5447 0400
info@protecciondinamica.com
www.protecciondinamica.com

Notice of Use of the Website

This Legal Notice establishes the **TERMS AND CONDITIONS** of the access and use of the website <https://www.protecciondinamica.com> (hereinafter, the **Site**) that **Protección Dinámica, Agente de Seguros y de Fianzas, S.A. de C.V.** (hereinafter and indistinctly, **PRODISA**, the **Corporation** or the **Company**), makes available to users interested in knowing their corporate philosophy, their products offer and the services they provide (hereinafter, the **User**).

OBLIGATIONS OF THE USER

Entering the web page, browsing the Site or using any service offered therein, will imply the tacit **acceptance by the User of the terms and conditions established in this Notice**; therefore, it is essential that, **prior to any access or use**, you read this document carefully.

If the User **does not agree** with one or more of the terms and conditions, **they must leave the Site immediately** (except in the case of the use of cookies, which they can block and continue browsing the site).

The **Company** will not accept any agreement, concession or counterproposal from the Users of the Site regarding the terms and conditions set forth in this Notice.

By accessing and using the Site, **the User agrees**:

- a) To respect and/or comply with the terms and conditions contained in this Notice which, as indicated above, are not negotiable.
- b) Not to use the Site for illegal purposes.
- c) Not to interfere or intervene in networks connected to the Site.
- d) To use the Site and its content at their own risk.
- e) To protect the rights of **PRODISA** during and after the use of the Site.
- f) To comply with all reasonable written requests that the **Company** may make to them in order to protect their contractual and legal rights.
- g) To immediately notify the **Company** in writing when becoming aware of any unauthorized access or use of the Site.
- h) To acknowledge that the Site has been developed, compiled, prepared, reviewed, selected and structured by **PRODISA** through methods and criteria whose development and implementation has meant a great investment in terms of time, effort and money, and that it constitutes valuable intellectual property and trade secrets of the aforementioned Company.
- i) To admit that they do not have any ownership rights in the names and trademarks owned by the **Company**.

MODIFICACIÓN A LOS TÉRMINOS Y CONDICIONES CONTENIDOS EN EL AVISO

The **Company** may modify the terms and conditions contained in this Notice whenever they deem convenient, so it will be the User's responsibility to review this document each time they access the Site. As a consequence of the foregoing, the use of the Site or any service provided through it will constitute **the tacit acceptance by the User** of the new terms and conditions, which will be final.

INTELLECTUAL AND INDUSTRIAL PROPERTY

The Site, made up of texts, documents, photographs and graphics, individual articles, columns and other structural, design and corporate image elements, which are mentioned by way of example but not limited to, is protected by **intellectual and industrial property rights**, established by the Federal Copyright Law and the Federal law for the Protection of Industrial Property in force in the United Mexican States, as well as by the international treaties applicable to said materials. The User undertakes to observe the provisions of the aforementioned legal instruments, as well as to respect any other restriction on the use of the Site contained in this document.

ALL RIGHTS RESERVED

All present or future rights to the Site, including its exploitation, information and communication technologies (Tic's), trade secrets copyrights, patents, trademarks, trade names, brand services, databases, *know-how* and other rights of any kind derived from the laws on the matter, both national and international, including the rights over all applications and records related to the site, indicated by way of example but not limitation, **are RESERVED and will be the sole and exclusive property of the Company.**

Due to the foregoing, the user **must refrain from making any reproduction, modification, addition, deletion, change of distribution or public communication** of the elements that make up the Site.

PERSONAL DATA PROTECTION

Any information or personal data that the User provides to **PRODISA** through the Site, by email or other means of a computer nature, including questions, comments or suggestions will be considered **confidential** information, in accordance with the Federal Law for the Protection Data Held by Private Companies or Individuals and its Regulations. Likewise, the information collected will be treated in strict accordance with the provisions of the **Complete Privacy Notice** of the **Company**, a document that can be consulted on the Site.

USE OF COOKIES

When entering the Site, a pop-up window is displayed informed the User that cookies are used to improve our services (date and time of browsing), as well as a link to this document.

The User **accepts, tacitly by continuing to browse the Site, or expressly by clicking on the "accept" button in the aforementioned pop-up window** that the information obtained through the use of cookies be collected and processed, in the terms mentioned in the previous section.

However, if the User does not accept that the information is collected and processed by blocking the use of cookies in their browser, there is a possibility that said blocking does not allow the correct execution of the Site's functionalities.

RESPONSABILITIES ON THE CONTENTS OF THE SITE

The contents of the Site are published exclusively for informational, commercial and advertising purposes, for which the **Company** does not guarantee the veracity or accuracy of all the information contained in the Site, since the responsibility of such circumstances will correspond to the various issuing sources of the information provided in the Site.

CHANGES ON THE SITE

PRODISA has the right to update or change, at any time and without prior notice, the contents, the technical specifications or any other aspect of the Site.

RESTRICTIONS OF USE

The User **will refrain from using the Site** for the following purposes:

- 1) Sale or other type of commercial operations that allow them to obtain some economic benefit or in kind, for themselves or for third parties.
- 2) Use, transfer, distribution or disposition of any information contained in the Site, in a way that could compete with **PRODISA** business.
- 3) Copy, reproduce, alter, compile, delete, reverse, distribute, publish, display, develop, modify, add to, upload, create works, redistribute the presentation, transmit or exploit in any way all or part of the Site and its contents.
The User may, **exceptionally**, download material from the Site or print documents or formats necessary to carry out procedures or to contract services with the **Company**, provided that all impressions or downloads are not altered and the intellectual and/or industrial property records included in the aforementioned documents are respected.
- 4) Publish, **without the prior written consent of the Company**, any document or make any changes to the content of the Site. Such conduct will be considered a violation of the intellectual and industrial property rights of **PRODISA**.
- 5) Offer all or any part of the Site for sale, or distribute it by any means, including but not limited to, open and pay television, radio, social networks, computer networks or the Internet, **without the prior written consent of PRODISA**.
- 6) Build databases of any kind with the information obtained from the **Company** Site.
- 7) Store, totally or partially, the information, documents and structure of the Site in databases that can be accessed by the User or third parties.
- 8) Provide database services with information obtained from the Site.
- 9) Improve the quality of the data sold by the User to a third party with the information obtained on the Site.
- 10) Use the names and trademarks owned by the **Company**, in such a way that it can give the impression that such elements belong to or are associated with the User, or that allow third parties to presume that there is a permission for use granted to the User by the **Company**. In both cases, the User must destroy all the materials obtained from the Site and eliminate all existing copies, both physical and electronic.

IMPOSSIBILITY OF ACQUIRING LICENSES OR RIGHTS TO THE SITE

By using the Site, the User does not acquire any right or licenses over it, which in no case may be commercialized.

EXCLUSION OF LIABILITY OF THE COMPANY

The User accepts that:

- a) The contents, links, documents, formats, applications, services, goods or notices, etc., that make up the Site are provided in the state in which they are and that the **Company** in no case is, expressly or tacitly, obliged to its commercialization, transfer of ownership or the making of adaptations for a certain purpose or use in favor of the User.
- b) The **Company** does not guarantee that the Site is compatible with the User's equipment or that it is free of errors or viruses, so it will not be responsible for any damage that the User may suffer in their electronic devices (PC, tablets or mobile phones) as a result of the action of the aforementioned destructive elements.
- c) **PRODISA** will not have any type of responsibility for any inaccuracy, omission, slow navigation, portal crashes or for any other technical failure that appears on the Site, whether for reasons attributable to said organization, the Internet provider or the administrator of the Site; or, that is caused by the use of the Site through the User's computer equipment.
- d) The contents of other websites, links, documents, applications, services, goods or notices that may be related to the Site are not managed or controlled by the **Company**, so they will not be responsible for their availability, content or accuracy.
- e) The **Company** does not grant any guarantee, express or implied, regarding the use of links from or to the Site.
- f) The **Company** does not endorse or respond, either expressly or impliedly, for any other website or services to which the site may be linked.
- g) **PRODISA** is not responsible for the functioning, reliability or continuous availability of the internet service, nor for the equipment that the User uses to access the Site.
- h) The **Company** and/or third parties related to the administration and operation of the Site may determine at any time the disabling or prohibition of access to the Site and its contents for the purposes that are necessary.

CESSATION OF EFFECTS OF THE NOTICE OF USE

The legal effects of this Notice will cease immediately and without the need for any notice as soon as the user stops using the **Company's** Site.

VALIDITY OF THE NOTICE

The legal effects of this Notice will remain in force as long as the **Company's** Internet Site is in operation.

BREACHES OF NOTICE OF USE

In the event that **PRODISA** considers that the User has breached any of the terms and conditions established in this Notice, the latter will be responsible for compensating the damages caused to the **Company**.

Notwithstanding the foregoing, the **Company** may exercise all legal actions that are pertinent, taking into account the nature of the conduct carried out by the User.

COMPENSATION

The User agrees, at their own expense, to defend and hold **PRODISA**, as well as their employees, representatives, suppliers and agents, harmless from any type of damage or, if applicable, to indemnify them, against any claim, lawsuit, action or any other type of legal procedure, which is based on or derives from the use of the Site or any link contained therein, including but not limited to:

- I. The use of the Site by the User or a third party using the User's computer equipment.
- II. Violations to the terms and conditions by the User or any third party that uses the User's computer equipment.
- III. Claims derived from the violation of any right indicated in this document due to the use of the Site by the User or by a third party using the User's computer equipment.
- IV. Claims of any kind in which damages are caused to the **Company** or to a third party.
- V. Any elimination, addition or alteration of the Site, of for any unauthorized use of the Site by the User or by a third party using the User's computer equipment.

The User agrees to pay all costs, damages, losses and other expenses (including attorneys' fees) made by the **Company** or those related to or arising from any of the aforementioned claims, lawsuits, actions or legal proceedings.

INTERPRETATION, COMPETENCE AND JURISDICTION

This Notice will be governed and interpreted in accordance with the laws in force in the Mexican United States. Likewise, everything related to its fulfillment and execution will be submitted to the jurisdiction and competence of the courts of the common jurisdiction of Mexico City.

Last review and update: May, 2022.

This translation is a courtesy only. Should any controversy arise, only the terms of the Spanish version will be legally valid.