



GENERAL TERMS AND CONDITIONS OF ACCESS AND USE

This document sets forth the General Terms and Conditions of Access and Use of the Software (hereinafter, the "Terms"), which govern the access to, installation and use of the digital platform developed by Befective Solutions, S.A. de C.V., a company incorporated under the laws of Mexico, with its registered address at Calle Tamaulipas, Exterior Number 141, Interior Number 3B, 3rd Floor, Colonia Condesa, Alcaldía Cuauhtémoc, Mexico City, Postal Code 06140.

Access to and use of the Website constitutes the express acceptance of these Terms by clients and end users. If you do not agree with these Terms, you must stop using the Service and stop accessing the Website; if you do not stop such use, you will be deemed to agree and you will be bound by these General Terms and Conditions of Access and Use.

DEFINITIONS

For the purposes of these Terms and their proper interpretation, it is agreed that capitalized terms shall have the meaning ascribed to them in the following definitions and in those set forth in the first paragraph above, it being understood that such definitions shall apply to the masculine or feminine gender and regardless of whether they are used in the singular or plural:

1. **Privacy Notice:** Document issued by Befective through which the client and users are informed about the processing, purposes, transfers and protection measures applicable to their personal data, in accordance with the Mexican Federal Law on the Protection of Personal Data Held by Private Parties (Ley Federal de Protección de Datos Personales en Posesión de los Particulares) and other applicable regulations.
2. **Client:** Individual or legal entity that contracts with Befective for the use of the Platform.
3. **Agreement:** Agreement entered into between Befective and the Client.
4. **User Account:** Unique credential that allows access to the software and whose administration is the responsibility of the Client.
5. **Personal Data:** Any information concerning an identified or identifiable individual or legal entity, in accordance with the Mexican Federal Law on the Protection of Personal Data Held by Private Parties and other applicable provisions.
6. Befective does not guarantee that the Software complies with specific regulations applicable to the Client's particular line of business; it is the Client's sole responsibility to verify that the use of the Software is consistent with its legal and regulatory obligations.
7. **Error or Incident:** Refers to a failure directly attributable to the Software that prevents total access to the platform or substantially affects its essential operation, provided that it does not arise from the Client's infrastructure, misuse, unauthorized integrations, system tampering or external factors beyond Befective's control.
8. **Electronic Signature:** Any means of digital identification used by the Client to accept the Commercial Proposal and these Terms and/or to access and operate the software, including electronic signature, digital signature, advanced signature, authentication mechanisms,



verification codes, click-to-accept or any other means permitted by the Mexican Commercial Code (Código de Comercio) and other applicable laws. Such means shall make it possible to identify the signatory and link them to their expression of will, producing the same legal effects as a handwritten signature.

9. License: Limited, non-exclusive, revocable and non-transferable permission granted to the Client to use the software in accordance with these Terms and the Commercial Proposal.
10. Platform: Set of digital tools developed by Befective for business management and optimization, including its dashboard, interfaces, APIs, updates and related services.
11. Commercial Proposal and/or Quote: Document issued by Befective containing the technical, financial and operational details of the services and/or licenses, including prices, terms, scope, payment conditions and other applicable terms, the express acceptance of which by the Client may give rise to the formalization of these Terms and/or, where applicable, the corresponding Agreement.
12. Provider: Refers to Befective Solutions, S.A. de C.V., the company that owns the software and is responsible for its operation, maintenance and support.
13. Service: Set of activities, functionalities and technology resources that Befective makes available to the Client through the software and the Platform, including access to the contracted modules, their use in accordance with the Commercial Proposal, provision of technical support, maintenance, updates, User management, operational availability, digital authentication and any other element necessary for the proper provision of the contracted SaaS service.
14. Website: Digital medium managed by Befective through which the Client and Users access the software, the Platform, their User account, the Commercial Proposal, the Privacy Notice and these Terms, as well as any information, tool, content or functionality related to the provision of the service, including its mobile and web versions or any technological interface enabled by Befective.
15. Software: Set of technology elements developed, licensed or operated by Befective, including, without limitation: source and object code, interfaces, APIs, administration panels, modules, configurations, algorithms, scripts, databases, reports, integrations, dashboards and any associated functionality, through which the Service is provided to the Client. The software includes all updates, improvements, patches and versions that Befective implements during the term of the business relationship.
16. Support: Service provided by Befective through which the Client and Users are offered technical assistance related to the functioning, operation and use of the Software. Support comprises attention, diagnosis and guidance for resolving failures, errors, operational incidents and questions about the standard functionalities of the Platform, through authorized channels and within the hours established by Befective. Support does not include custom developments, configurations, integrations, restoration of information lost due to causes beyond Befective's control, additional training or Services other than those expressly stated in these Terms, unless contracted as additional Services.
17. User: Individual authorized by the Client to access, install or use the Software.



AGREEMENT TO TERMS

These Terms constitute a mutual agreement; therefore, by accessing the Platform, the Client and the User accept these Terms applicable to the Agreement and the Commercial Proposal, as well as all of their content.

Access to and use of this Website constitutes tacit acceptance of these Terms, regardless of whether any means of acceptance exists (including any click).

If these Terms are not acceptable to you, you must stop using and accessing this Website; if you do not stop such use, the Client or User will be bound by these Terms.

Under no circumstances may the Client be considered a contracting party to the Service provided by Befective without having previously completed the corresponding contracting, registration and/or activation procedure.

The Client understands and accepts that such procedure has the same legal effect as the physical signature of an Agreement or mutual agreement, constituting its expression of consent free of any defect, through which it fully accepts these General Terms and Conditions of Access and Use.

These Terms shall apply generally and shall coexist with the provisions of the Commercial Proposal and/or the Agreement that, where applicable, is signed between the Client and Befective; in the event of any discrepancy, these General Terms and Conditions of Access and Use shall prevail over the Agreement.

PURPOSE OF THE TERMS

Befective grants the Client a non-exclusive, revocable and non-transferable license to use the Software in accordance with the Terms. Such license is limited to the Client's own business purposes and does not imply an assignment of intellectual property rights.

OBLIGATIONS AND RIGHTS UNDER THE TERMS AND CONDITIONS

Obligations of the Client and User

1. Enter into and accept the Commercial Proposal which, together with these Terms and the corresponding Privacy Notice, governs the access to, implementation and use of the Software in accordance with the provisions of said documents issued by Befective and, where applicable, the corresponding Agreement.
2. The execution of the Agreement and the performance of its obligations thereunder shall not:
 - a. Result in a breach of these Terms or constitute an event of default or early termination under any other Agreement or legal instrument of the Client then in effect.
 - b. Involve the creation or imposition of any lien on its assets or intellectual property.
 - c. Contravene the Client's Bylaws or the agreements among its partners or shareholders.
 - d. Violate any provision of applicable law, regulation or administrative resolution.



3. Make the payments agreed in the Commercial Proposal in a timely manner and in the proper form.
4. Represent that it is solvent, that it is not subject to commercial insolvency (concurso mercantil) or bankruptcy proceedings, and that the funds with which it operates its business come from lawful sources.
5. Acknowledge that the Agreement, together with the Commercial Proposal, these Terms and the Privacy Notice, constitutes the comprehensive legal framework governing its relationship with Befective, and that its acceptance implies full consent to all the conditions set forth in such documents.
6. Provide truthful, complete and up-to-date information.
7. Keep access credentials confidential.
8. Not attempt to breach, alter, copy, decompile or reverse engineer the Software.

Rights of the Client and User

1. Access to the Software.
2. Receive training and access to the Software in accordance with the Commercial Proposal or the Agreement that, where applicable, has been signed.
3. Request technical support in accordance with these Terms.

Obligations of Befective

Befective provides the Software as a technological support tool for managing and optimizing the Client's processes, without this implying the replacement of the Client's operational, legal, financial or business judgment.

Accordingly, Befective undertakes to:

1. Provide access to the Software during the contracted term.
2. Provide the Services with due diligence, in accordance with the technical and quality standards applicable in the technology industry, ensuring the proper functioning of the Software during the contracted term.
3. Implement and maintain the physical, technical and administrative security measures necessary to protect the information, Personal Data and corporate data of the Client and User, in compliance with applicable data protection and information security legislation.
4. Provide technical Support and maintenance in accordance with the scope, timelines and conditions established in the Agreement, the Commercial Proposal and these Terms.
5. Timely notify the Client of any substantial modification to the Services, relevant updates, version changes or disruptions that could impact the use of the Software.
6. Respect the confidentiality of all information to which it has access by virtue of the Agreement and/or these Terms, without disclosing it to third parties except in cases permitted by law or by order of a competent authority.

Rights of Befective



1. Receive the payments established in the Commercial Proposal and/or the Agreement in a timely manner.
2. Make updates, improvements or technical changes to the Software when necessary to optimize the functionality or security of the Software.
3. Temporarily suspend access to the Software in the event of scheduled maintenance, the Client's breach of any of its obligations under the Agreement or these Terms, or force majeure events.
4. Befective shall not be required to guarantee the compatibility of the Software with unapproved or unsupported third-party infrastructure or systems, nor to be liable for failures arising from misuse, tampering or alteration of the Software by the Client or the User.

CONSIDERATION

The Client undertakes to pay the agreed and accepted price for the use of the Software and the contracted Services as set forth in the Commercial Proposal, plus Value Added Tax (IVA). Payment must be made within the first 5 (five) calendar days following the date on which the Client receives by email the corresponding tax invoice (comprobante fiscal), issued in compliance with the requirements of applicable legislation.

Payments must be made to the bank account in Befective's name with CLABE interbank number _ at the banking institution _ , within the periods indicated in said Commercial Proposal and/or in these Terms.

Payment shall be deemed made only when the amount has been received and reconciled by Befective.

In the event of non-payment by the Client, Befective shall be entitled to:

1. Temporarily or completely suspend access to the Software.
2. Charge default interest equivalent to 5% per month on overdue payments.
3. Terminate the Service in accordance with these Terms.

REFUNDS

All payments made by the Client for the use of the Software, subscriptions, implementation Services, Support, maintenance, configurations, integrations or any additional service are final and non-refundable, unless Befective states otherwise in writing.

The Client acknowledges that payment enables access to the Software and the performance of the Services in accordance with the accepted Commercial Proposal; therefore, no total or partial refunds shall be made in the event of cancellation, early termination or non-use of the Service.

ACCESS TO THE SOFTWARE

For the administration and use of the contracted Services, the Client must designate an administrator to access the system, understood as any digital platform, Software, web portal or technological application made available to the User by Befective, through User credentials and passwords initially



assigned by Befective. Once the passwords have been assigned, the administrator must change the password as soon as it is received, and shall be responsible for all use following such change.

Likewise, Befective will send the credentials to the Client and/or User by email, and the latter undertakes to use them exclusively to access the System, to keep them up to date and not to share them with unauthorized third parties, being responsible for any operation carried out using such credentials.

Any operation carried out using such credentials shall be presumed valid, issued and approved by the Client and/or User, who shall assume full liability for any damages arising from their misuse.

Access to the System may be granted only to the persons that the Client communicates to Befective from time to time, indicating: **I.** full name, **II.** email address and **III.** the permission level assigned to them, the Client being solely responsible for determining which Users may access the System and which actions they will be authorized to perform.

The Client may request the addition, removal or modification of Users by email or through the System's own mechanisms.

The Client and Users shall be responsible for the safekeeping and use of their credentials, as well as for the activity carried out within the system; accordingly, Befective shall not be liable for unauthorized access or misuse when these arise from negligent handling, loss, disclosure or inadequate safekeeping of such credentials.

In the event of theft, loss or suspected breach, the Client must immediately notify Befective, which, upon such notice, may block access and generate new credentials.

Access to the System may require additional authentication or the use of verification factors; therefore, the Client undertakes to provide truthful and up-to-date information to enable access to the System.

Befective may suspend, limit or restrict access to the System when:

1. The information provided is incorrect or incomplete.
2. The credentials are not active or have been blocked.
3. The digital means used by the Client are incompatible or malfunctioning.
4. There is unstable or no internet connection.
5. Conditions exist that prevent the secure provision of the System.
6. There is misuse, or credentials are shared with unauthorized third parties.
7. The Client and/or Users breach these Terms.
8. The Services are suspended or terminated.

SCOPE OF THE LICENSE

Befective grants the Client a limited, non-exclusive, revocable and non-transferable license to use the Software in accordance with these Terms and the Commercial Proposal previously accepted by the Client.



With respect to the permitted uses of the license, the Client may:

- a. Access and use the Software through authorized Users.
- b. Operate the functionalities included in the Commercial Proposal.
- c. Configure internal parameters of the Software, provided that such configurations do not involve alterations to the code or to components protected by Intellectual Property.
- d. Download information or reports legitimately generated during the use of the Software.
- e. Request technical Support within the scope defined in these Terms.

The Client acknowledges and accepts that, regardless of the permitted uses, the license is subject to the following limits:

- a. It does not authorize the use of the Software for purposes other than the Client's internal activities.
- b. It does not allow access by persons who are not authorized Users.
- c. It does not enable or permit the commercial exploitation of the Software, nor its use by the Client to provide services to third parties, without the express written authorization of Befective.
- d. It does not include custom developments, integrations, customizations or additional services not contemplated in the Commercial Proposal.
- e. It does not imply the transfer or assignment of any intellectual property right.

The Client undertakes not to alter, interfere with, disable or attempt to circumvent the technical validation, authentication or usage control mechanisms implemented by Befective. Any attempt at tampering shall entitle Befective to immediately terminate the Service and claim the corresponding damages.

Befective hereby informs the Client that Befective may implement updates, improvements or new versions of the Software to maintain its operation, security and availability, without this altering the scope of the license granted.

SUPPORT AND MAINTENANCE

Befective will provide technical support to the Client to address incidents, operational failures, malfunctions and inquiries related to the standard use of the Software.

The procedure for providing support for the Platform/Software shall be carried out according to the following cases and following the process detailed below:

1. The Client must report the error via email to soporte@befective.com or through the channel previously designated by the Client, providing the following information:
 - a. Clear and detailed description of the problem to be resolved.
 - b. Evidence of the error (screenshots, error message, etc.).
 - c. Approximate date and time of occurrence.
 - d. Affected User.



- e. Any prior steps that reproduce the error and/or failure.
2. Befective will log the corresponding ticket.
3. The priority of the error will be classified.
4. A preliminary diagnosis will be performed.
5. The likely resolution of the error or internal technical escalation to resolve the failure.
6. Closing communication to the Client with the solution applied.

The purpose of the maintenance procedure for the Platform/Software is to ensure its proper functioning, stability and operational security.

Such maintenance may include preventive, corrective and evolutionary updates, as necessary, and shall be carried out in accordance with the following guidelines:

1. Error correction.
2. Adjustments resulting from internal improvements.
3. Performance optimization.
4. Necessary changes to infrastructure, servers or databases.

Any intervention involving the temporary suspension of the Service shall be duly and timely notified to the Client and/or Users by email or through the communication channels they have previously provided to Befective, at all times seeking to minimize the impact on the operation of the Platform.

Once the support or maintenance has been completed, Befective will prepare a report that will be sent to the Client or User in order to confirm that the failure has been addressed or the corresponding maintenance has been performed.

Updates or upgrades may be installed automatically, without requiring prior authorization from the Client or User. However, Befective will notify that the update has been performed and installed successfully, in order to ensure the continuity and security of the Software.

The support and/or maintenance service will be provided Monday through Friday, from 9:00 a.m. to 6:00 p.m..

On public holidays provided for in the Mexican Federal Labor Law (Ley Federal del Trabajo), the Service may be provided upon special request, subject to the availability of Befective's staff, and will incur an additional cost.

Befective may classify incidents according to the following scale:

1. High priority: failures that prevent total access to the Software or critically affect its operation.
Response time: may be within the first 4 business hours.
2. Medium priority: failures that affect certain functionalities but do not prevent the general use of the Software. Response time: within the following 8 business hours.



3. Low priority: questions, requests for guidance or minor incidents that do not affect the operation of the Software. Response time: within the following 24 business hours.

Response times are indicative and do not constitute a guarantee of resolution time, but rather of initial attention.

The Client knows and accepts that support does not include custom developments, advanced parameterization, external integrations, data loading or cleansing, data restoration resulting from the Client's actions, or any service other than those expressly contemplated in the Commercial Proposal or Agreement.

Support and maintenance shall not apply when:

1. Failures result from the Client's misuse of the Software.
2. The Client uses unauthorized integrations, implementations or tools.
3. Incidents originate from infrastructure, hardware, local networks or third-party services unrelated to Befective.
4. External conditions affect the Client's connectivity.
5. The Client has breached its payment or security obligations.

Technical support and maintenance shall apply exclusively to the current versions of the Software implemented and supported by Befective. The Client acknowledges that the use of outdated versions or versions modified without authorization may fall outside the scope of support.

SERVICE LEVELS

Befective will act and provide the Service in accordance with the following service levels (hereinafter, the "SLAs"), which the Client acknowledges and accepts as an integral part of these Terms, without prejudice to the provisions of the "SUPPORT AND MAINTENANCE" section regarding the incident handling procedure:

1. Operational Availability: Befective will endeavor to maintain the Platform at a minimum availability level of 99.5%, excluding scheduled maintenance, failures attributable to third parties, the Client's infrastructure, misuse of the Software or any cause beyond Befective's direct control and not attributable to it.
2. Updates and Continuity of Use of the Software: Befective will implement the updates, patches and actions necessary to ensure the stability and security of the Software, which it may perform without the Client's authorization.
3. Incident Handling: Befective will address incidents according to the classification and response times set forth in the SUPPORT AND MAINTENANCE section.
4. Exclusions: Befective will not apply these SLAs when the disruption arises from unauthorized integrations, failures in the network or infrastructure of the affected party, breach of obligations, misuse of the Software or any force majeure event.



THIRD PARTIES

The Client acknowledges and accepts that, for the proper provision of the Software and the Services contracted by the Client, Befective may rely on third-party external providers or subcontractors specialized in technology infrastructure, cloud hosting, information security, technical support, maintenance, data processing or any other activity necessary for the operation of the Software. Such third parties may include companies that provide platforms and Software, whose solutions are used by Befective to ensure the availability, continuity and quality of the Service.

The Client understands and accepts that such third parties act exclusively as auxiliary service providers engaged by Befective, which acts as the sole party responsible to the Client for the proper performance of the obligations arising from these Terms. The use of third parties shall not create any employment, civil, commercial or other relationship of any nature between the Client and the third parties involved, nor shall it grant the Client any direct cause of action against them.

Likewise, the Client accepts that the Services, functionalities or technical resources provided by third parties may be subject to the terms, policies, limitations and conditions established by such third-party providers, including their availability, security, maintenance and acceptable use policies. The Client's use of the Software implies its agreement with such terms to the extent applicable, without prejudice to Befective remaining responsible for the provision of the contracted service.

In the event that a third-party provider experiences failures, updates, interruptions, contingencies or modifications in its own services, Befective will make reasonable efforts to mitigate any impact, without this giving rise to any additional liability other than that provided for in these General Terms and Conditions of Access and Use, given that such third parties operate in accordance with their own policies and operational limits.

EMPLOYMENT RELATIONSHIP

The legal relationship arising from these Terms is strictly commercial in nature and consists of the provision of independent services; therefore, there is not and shall not be any employment relationship, subordination, partnership, association, agency, representation or employer-employee relationship of any kind between the Client and Befective, nor between the Client and Befective's personnel, employees, consultants or collaborators.

Befective shall act with full technical, administrative and operational autonomy in the provision of the Service, exclusively assuming the direction, control and supervision of its personnel, as well as the business risks inherent to its activity.

The personnel involved in the provision of the Service shall depend solely and exclusively on Befective, which shall be solely responsible for compliance with the labor, tax and social security obligations arising from such relationship, and under no circumstances shall the figure of substitute employer, labor intermediation or joint and several liability on the part of the Client arise.



If the provision of the Service involves specialized activities under Mexican labor legislation, Befective represents that it holds a current registration with the Ministry of Labor and Social Welfare (Secretaría del Trabajo y Previsión Social) in the Registry of Specialized Service or Specialized Works Providers (REPSE), and that it complies with the obligations set forth in the Federal Labor Law, the Social Security Law and other applicable provisions.

The Client acknowledges that the business relationship governed herein does not create any obligation of employment or commercial exclusivity on the part of Befective, which may provide services to third parties, including competitors of the Client, provided that this does not involve a breach of confidentiality obligations.

Likewise, the Client undertakes to hold Befective harmless from any claim, proceeding or contingency of a labor or social security nature arising from acts, instructions or conduct attributable to the Client that could create risks or harm with respect to Befective's personnel.

INTELLECTUAL PROPERTY

The Client and User acknowledge that Befective Solutions, S.A. de C.V. is the exclusive owner of all intellectual and industrial property rights related to the Platform, including, without limitation: trademarks, trade names, slogans, patents, designs, utility models, software, source code, interfaces, diagrams, algorithms, databases, technical documentation, trade secrets, methodologies, know-how and any other intellectual creation or technological innovation, as well as all improvements, updates or adaptations derived therefrom (hereinafter, the "Intangible Assets").

Accordingly, the Client acknowledges that Befective holds absolute ownership of the Intangible Assets and undertakes to refrain from assigning, sublicensing, transferring, granting concessions over, copying, decompiling, reverse engineering, modifying or distributing the Software or any component of the Platform, and not to use the Intangible Assets, distinctive signs or elements that are similar to or confusingly similar to those of Befective; it hereby undertakes and commits to use the Intangible Assets solely and exclusively for the performance of the functions authorized in the Agreement, the Commercial Proposal and these General Terms and Conditions of Access and Use.

The Client acknowledges that access to the Software does not, under any circumstances, imply the assignment or transfer of any intellectual or industrial property rights, nor any license other than that strictly necessary for the use of the Platform under the terms authorized by Befective.

Likewise, any development, functionality, improvement, customization or adaptation created during the provision of the services, whether at the Client's request or as a result of the use of the Software, shall be the exclusive property of Befective, in accordance with the Mexican Federal Law for the Protection of Industrial Property (Ley Federal de Protección a la Propiedad Industrial).

The Client undertakes, even after the termination of the Agreement or of the use of the Platform, not to infringe upon, register or disclose information that could violate Befective's intellectual or industrial property rights, and to respect and hold Befective harmless from any third-party claim arising from the misuse of the Intangible Assets.



Finally, the Client and the User expressly authorize Befective to use their trade name, trademark or logo for purposes of commercial reference, case studies or corporate portfolio, unless the Client and User notify their objection to such use in writing.

FORCE MAJEURE

Neither party shall be liable for total or partial non-performance of its obligations when such non-performance results from a force majeure or act of God event, understood as any unforeseeable or unavoidable event or one beyond the reasonable control of the affected party, including, without limitation: **I.** widespread internet service outages, **II.** interruptions of services from third-party infrastructure providers, **III.** high-impact cyberattacks, **IV.** natural disasters, **V.** earthquakes, **VI.** fires, **VII.** floods, **VIII.** pandemics, **IX.** acts or omissions of government authorities, **X.** labor disputes, **XI.** massive power outages, **XII.** sabotage, **XIII.** blockades or any event that makes the normal provision of the Service impossible.

The affected party must give notice within no more than 5 (five) days of the existence of the force majeure event, as well as of the measures being taken to mitigate its effects and the time it will take to remedy the disruption. During such period, the affected obligations shall be suspended for the duration of the event.

Once the event has been overcome, the parties shall resume the performance of their obligations under the terms originally agreed. If the force majeure event persists for a period exceeding 30 (thirty) consecutive calendar days, either party may terminate the business relationship without any liability, by written notice.

Termination shall not release the Client from complying with payment obligations or any other obligation that was due and outstanding prior to the onset of the force majeure event.

CONFIDENTIALITY

Confidential Information shall mean all technical, commercial, financial, operational, strategic or other information of any nature disclosed by one of the parties in connection with the contractual relationship, whether orally, in writing, digitally or by any other means.

The receiving party undertakes to protect the Confidential Information with the same degree of care it uses to protect its own confidential information, and in no case with a standard lower than what is reasonable in the technology industry.

Confidential Information may only be used for the performance of these Terms.

These obligations shall remain in effect during the term of the contractual relationship and for a period of 5 (five) years following its termination.



PERSONAL DATA PRIVACY

You are hereby informed that the processing of your Personal Data collected by Befective will be carried out in accordance with the Privacy Notice, which is available on Befective's Official Website.

The Client and the User may consult it at the following electronic address: hello@befective.com, acknowledging that, by accepting these Terms, they expressly declare that they have read, understood and accepted the content of the Privacy Notice.

Befective may use third-party providers or subprocessors for the provision of the Service, including cloud infrastructure, storage, data processing or technical support services. Such subprocessors will act under Befective's instructions and will be subject to contractual confidentiality, security and data protection obligations in accordance with applicable Mexican legislation.

Befective shall remain responsible to the Client for compliance with the obligations arising from the processing of Personal Data.

LIABILITY

Befective shall not be liable for indirect, incidental, special, punitive or consequential damages, including loss of revenue, profits, data, business opportunities or business interruption, arising from the use of or inability to use the Software.

Befective's total and cumulative liability arising from these Terms, the Agreement or the Commercial Proposal, for any reason, shall in no event exceed the amount actually paid by the Client during the 12 (twelve) months preceding the event giving rise to the claim.

Multiple claims shall not expand this limit.

Befective does not guarantee that the Software complies with specific regulations applicable to the Client's particular line of business; it is the Client's sole responsibility to verify that the use of the Software is consistent with its legal and regulatory obligations.

MODIFICATIONS

Befective may modify these Terms at any time, and such modifications shall take effect on the day following their publication on the official Website.

The continued use of the Software and/or Platform by the Client and/or Users shall imply full acceptance of such modifications.

Befective may notify changes by email or through the communication channels that the Client and/or Users have previously provided, without prejudice to publication on the Website being sufficient for their validity and application.



If the Client and/or User continue to use the Software after any update or change to these Terms, it is expressly understood that they accept such changes.

ORDER OF PRECEDENCE OF AGREEMENTS

For purposes of interpretation, performance and resolution of any conflict or inconsistency among the documents governing the relationship between the Client and Befective, the parties agree that they shall prevail in the following order of precedence:

The Agreement entered into between the Client and Befective, if any.

1. The Commercial Proposal and/or Quote accepted by the Client.
2. These General Terms and Conditions of Access and Use.

In the event of a conflict among such documents, the provisions of the document with the highest precedence, according to the order indicated above, shall prevail.

These Terms shall apply on a supplementary basis to any matter not expressly provided for in the Agreement or the Commercial Proposal.

TERM AND EARLY TERMINATION

Access to and use of the Platform and the Software shall have the term established in the Commercial Proposal and/or the corresponding Agreement.

Unless either party gives written notice of its intention not to renew at least 30 (thirty) calendar days prior to the expiration date, the Service shall automatically renew for successive periods equal to the period originally contracted.

Upon renewal, Befective may update prices according to its price list in effect at the time of renewal, with prior notice to the Client of at least 30 (thirty) calendar days.

Befective may suspend, restrict or cancel the Client's and/or User's access to the Platform in the event of a breach of these Terms, of the obligations arising from the Commercial Proposal and/or the respective Agreement, or of applicable legal provisions.

Either party may terminate early by giving prior written notice of at least 60 (sixty) calendar days, provided that there has been no prior breach by the Client and/or User.

If early termination is requested by the Client or User without just cause, the Client or User shall pay Befective a penalty equivalent to 5% (five percent) of the value of the Commercial Proposal and/or the Agreement entered into between the Client, Befective and the providers that, where applicable, were necessary for the performance of the services, as the case may be, without prejudice to any additional damages that Befective may prove.

Befective may rescind the Commercial Proposal and/or the Agreement and/or access to the Service by operation of law, without the need for a court ruling, when the Client or User:



- a. Breach the obligations set forth in these Terms, the Commercial Proposal and/or the Agreement or applicable legislation.
- b. Fail to make the corresponding payments within the established deadlines.
- c. Misuse the Platform, the Software or the information contained therein.
- d. Transfer, sublicense or assign the rights under these Terms and Conditions, the Commercial Proposal and/or the Agreement without the express written authorization of Befective.

Rescission shall take effect automatically once written notice has been given to the Client or User, without prejudice to Befective's right to demand payment of penalties and damages, as well as the immediate cancellation of access to the Platform and/or Software.

EXECUTION OF DOCUMENTS

The Client acknowledges and accepts that the Commercial Proposal, the Agreement that may be entered into, the Privacy Notice, these General Terms and Conditions of Access and Use and any other document, instruction, authorization or expression of will related to the provision of the Service may be formalized by electronic signature, producing the same legal effects as a handwritten signature pursuant to Articles 89, 89 Bis, 90, 93 and 97 of the Mexican Commercial Code (Código de Comercio) and other applicable provisions.

For such purposes, electronic signature shall mean any technological means that makes it possible to identify the signatory and link them to their acceptance, including passwords or authentication credentials via email, multi-factor verification mechanisms or any equivalent method that makes it possible to confirm the identity of the User or the Client.

Acceptance given through these means shall be attributable to the holder of the credentials used and shall have binding legal effects, constituting express and fully binding consent for all parties. The Client acknowledges that any expression of will issued through electronic procedures shall be valid and enforceable on the same terms as if it had been physically signed.

GOVERNING LAW

These Terms and Conditions shall be governed by the laws of the United Mexican States, and any dispute shall be resolved before the competent Courts of Mexico City, the Client and Users waiving any other jurisdiction to which they may be entitled.

CONTACT

For any clarification, question or request related to these General Terms and Conditions of Use, you may write to hello@befective.com or contact Befective Solutions, S.A. de C.V. at its corporate address in Mexico City.



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