

KIO ECOSYSTEM TERMS AND CONDITIONS

This document constitutes a binding Agreement between **KIO DATA CENTERS** (KIO GROUP, ANY OF ITS AFFILIATES AND/OR SUBSIDIARIES) and the **USER** (A CLIENT OF ANY OF THE KIO GROUP COMPANIES, AFFILIATES AND/OR SUBSIDIARIES), which outlines the general **TERMS AND CONDITIONS** (hereinafter referred to solely as the “**TERMS AND CONDITIONS**”) applicable to the use, interaction, content, and provision of potential services that may be offered between **USERS** through the **KIO ECOSYSTEM** platform, owned and managed by **KIO DATA CENTERS**.

Any **USER** wishing to access and use the **KIO ECOSYSTEM** site may do so subject to these **TERMS AND CONDITIONS**, as well as the policies and principles incorporated herein. Any **USER** who does not expressly or tacitly accept these **TERMS AND CONDITIONS** must refrain from using **KIO ECOSYSTEM**.

These policies may be updated in the future; therefore, **USERS** are encouraged to review such updates to ensure they remain properly informed about the use of **KIO ECOSYSTEM** and its legal implications.

1. PURPOSE

The purpose of these **TERMS AND CONDITIONS** is to regulate the access, use, and management of **KIO ECOSYSTEM**, which is understood to encompass any type of content, as well as potential commercial or professional interactions between **USERS** for the prospective procurement of services between them. **KIO DATA CENTERS** acts solely as a technological facilitator and shall not be a party to any commercial agreements entered into between **USERS**. **KIO DATA CENTERS** reserves the right to modify—at any time and without prior notice—the presentation, content, functionality, products, services, and configuration contained within **KIO ECOSYSTEM**. Accordingly, the **USER** acknowledges and accepts that **KIO DATA CENTERS** may interrupt, deactivate, or cancel any of the elements comprising **KIO ECOSYSTEM**, or access thereto, without any liability whatsoever.

Access to **KIO ECOSYSTEM** is free of charge, and the **USER** is not required to provide any consideration to use it; however, the use of content and interaction with other **USERS** is subject to prior registration on **KIO ECOSYSTEM**. Access to content is directed at **USERS** through their employees and/or legal representatives; consequently, **KIO DATA CENTERS** disclaims any liability for non-compliance with this condition. The **USER** represents and warrants that registration on **KIO ECOSYSTEM**, as well as its use and interactions, are carried out by trusted personnel who possess sufficient legal authority and powers of attorney to bind the **USER** under these **TERMS AND CONDITIONS**.

Access to and use of **KIO ECOSYSTEM** is directed at **USERS** regardless of whether they reside within the United Mexican States, and its purpose is to enable **USERS** to meet and interact with other **USERS** to evaluate and agree upon the provision of services within the territory of the United Mexican States. Therefore, **KIO DATA CENTERS** does not warrant that **KIO ECOSYSTEM** fully or partially complies with the applicable laws of other countries. If the **USER** resides or operates from another country and chooses to access and/or use **KIO ECOSYSTEM**, they do so at their own risk and must ensure that such access and browsing comply with applicable local laws, thereby releasing **KIO DATA CENTERS** from any liability that may arise from the **USER**'s failure to do so.

The **USER** is hereby informed that **KIO DATA CENTERS** may choose to manage the site directly or through a third party, which shall not modify what is established in these **TERMS AND CONDITIONS** in any way. Registration, entry, and use of **KIO ECOSYSTEM** are under the sole responsibility of the **USER**.

KIO DATA CENTERS does not warrant that service descriptions or other content entered by other **USERS** are accurate, complete, truthful, current, or error-free. **KIO DATA CENTERS** is not responsible for the availability of such services or external resources offered by **USERS**. Consequently, the **USER** expressly releases **KIO DATA CENTERS** from all liability regarding the aforementioned matters and waives any right to direct legal action or claims against **KIO DATA CENTERS** regarding services agreed upon with other **USERS**.

2. THE USER

Access to and/or use of **KIO ECOSYSTEM**, as well as the resources enabled for interaction between **USERS** or between a **USER** and **KIO DATA CENTERS**—such as posting or submitting comments—confers the status of **SITE USER**. As such, the **USER** shall be bound by these **TERMS AND CONDITIONS**, as well as subsequent amendments hereto, without prejudice to applicable legislation. Therefore, these terms shall be deemed accepted from the moment **KIO ECOSYSTEM** is accessed and the corresponding registration is completed. The **USER** is advised to stay informed and review potential future modifications to these **TERMS AND CONDITIONS**.

It is the **USER's** responsibility to use the site in accordance with its design; in this regard, the use of any type of software that automates interaction or content downloads is strictly prohibited. The **USER** agrees to log in to and use **KIO ECOSYSTEM** in a lawful manner and for lawful purposes, without contravening these **TERMS AND CONDITIONS**, morality, and/or public order. The **USER** shall refrain from performing any act on **KIO ECOSYSTEM** that could constitute and/or result in a violation or infringement of third-party rights and/or disrupt the proper functioning of the site, and hereby agrees to indemnify, defend, and hold **KIO DATA CENTERS** harmless from any damages or claims resulting from such acts.

The **USER** gives their express consent to receive electronic communications from **KIO DATA CENTERS** and/or directly from any other **USER** with whom they interact through **KIO ECOSYSTEM**.

The **USER** agrees to provide lawful and truthful information in the registration forms and any subsequent forms enabled on the site wherein the **USER** must provide certain data or information to access specific content, products, or services offered by other **USERS**. In any case, the **USER** shall immediately notify **KIO DATA CENTERS** of any event that suggests the misuse of the information registered in such forms—such as the misuse of or unauthorized access to accounts and/or passwords—in order to proceed with their immediate cancellation.

KIO DATA CENTERS reserves the right to remove any comments and/or contributions that violate the law, disrespect other **USERS**, are discriminatory, infringe upon third-party rights or public order, or that, in its sole discretion, are deemed inappropriate for display on the site. **KIO DATA CENTERS** shall not be held liable under any circumstances for opinions expressed by **USERS**.

3. ACCESS AND BROWSING ON KIO ECOSYSTEM

KIO DATA CENTERS does not guarantee or commit to the continuity and availability of the products and services offered by **USERS**. **KIO DATA CENTERS** only agrees to take reasonable and necessary actions to maintain the proper functioning of **KIO ECOSYSTEM**, which does not imply an obligation of results or any liability on the part of **KIO DATA CENTERS**.

To the maximum extent permitted by applicable law, **KIO DATA CENTERS** shall not be liable for any direct, indirect, incidental, or consequential damages that may be caused to **USERS** by an inappropriate use of the site. In no event shall it be liable for losses or damages of any kind arising solely from accessing or using **KIO ECOSYSTEM**.

4. PRIVACY AND DATA POLICY

In accordance with the provisions of the Federal Law on the Protection of Personal Data Held by Private Parties (LFPDPPP), its Regulations, and other applicable standards, **KIO DATA CENTERS** agrees to adopt the necessary measures within its power to ensure the privacy of personal data that may be entered into the site, preventing its alteration, loss, or unauthorized processing. To comply with the aforementioned law, all personal data entered into **KIO ECOSYSTEM** will be processed in accordance with the principles of legality, quality, purpose, loyalty, and responsibility. All processing of personal data shall be subject to the express or tacit consent of its owner; the use of financial or asset data shall be subject to the express consent of its respective owner. The same shall apply to sensitive personal data, defined as data which, through misuse, could give rise to discrimination or whose disclosure carries a serious risk to its owner. At all times, efforts will be made to ensure that personal data contained or entered into the site is relevant, correct, and updated in accordance with the purposes for which it was provided. The **USER** expresses that they fully know, understand, and accept **KIO DATA CENTERS' PRIVACY NOTICE**, available at <https://www.kiodatacenters.com>.

KIO ECOSYSTEM may include hyperlinks or links that allow access to websites of **USERS** other than **KIO DATA CENTERS**. The owners of such websites will have their own privacy, data protection, and industrial property policies; therefore, **KIO DATA CENTERS** assumes no joint, several, or subsidiary liability for data provided by the **USER** through these third-party **USER** websites.

Furthermore, the site may involve the use of cookies, which are small amounts of information stored in the **USER's** browser. Cookies facilitate navigation, making it user-friendly, and do not harm the browsing device. They can store information to log into the site, remember **USER** preferences, and track site interaction. The information gathered will help improve **KIO ECOSYSTEM**, detect errors, and identify potential **USER** needs to offer better quality content.

If the **USER** does not wish for this type of information to be collected, they must disable, reject, restrict, and/or delete the cookie function in their browser. If the use of cookies is rejected in whole or in part, the **USER** may continue to use the site, although some functions may be disabled, for which **KIO DATA CENTERS** shall bear no responsibility.

Policies regarding cookies may change or be updated in the future; therefore, it is recommended to review these updates so that the **USER** is properly informed about how and for what purpose cookies generated in **KIO ECOSYSTEM** are used.

5. LINK POLICY

The site may contain links, content, services, or features from other internet sites owned and/or managed by third parties—such as images, videos, comments, search engines, etc. The inclusion of these links, content, services, or features is intended to enhance the **USER's** experience when using **KIO ECOSYSTEM**, and should not be considered a suggestion, recommendation, or invitation to use external sites. **KIO DATA CENTERS** will under no circumstances review or control the content of external sites, nor does it endorse the products, services, content, or any other material existing on said linked sites. Consequently, it does not guarantee the availability, accuracy, truthfulness, validity, or legality of external sites that can be accessed through **KIO ECOSYSTEM**. Likewise, **KIO DATA CENTERS** assumes no liability for any damages that may arise from the access or use of content, products, or services available on websites not managed by **KIO DATA CENTERS** that may be accessed via **KIO ECOSYSTEM**.

6. INTELLECTUAL AND INDUSTRIAL PROPERTY POLICY

KIO DATA CENTERS, on its own behalf or as an authorized licensee, is the owner of all intellectual and industrial property rights of **KIO ECOSYSTEM**, which includes the source code that enables its operation, as well as images, audio and/or video files, logos, trademarks, color combinations, structures, designs, and other elements that distinguish it. Consequently, they are protected by Mexican intellectual and industrial property legislation, as well as applicable international treaties. Therefore, the reproduction, distribution, dissemination, or transformation of the site's content for commercial or profit-making purposes, on any medium and by any means, is expressly prohibited without the prior written authorization of **KIO DATA CENTERS**.

The **USER** agrees to respect the intellectual property rights of **KIO DATA CENTERS**. The **USER** shall refrain from deleting, altering, manipulating, or changing any element, file, or content of the site, and shall under no circumstances perform acts aimed at breaching the security, files, or databases that are protected—whether through restricted access via a username and password, or because they lack the permissions to view, edit, or manipulate them. In the event that the **USER** or any third party considers that any of the content on the site constitutes a potential violation of industrial or intellectual property protection rights, they must immediately notify **KIO DATA CENTERS** using the contact information available on **KIO ECOSYSTEM**.

USERS hereby grant **KIO DATA CENTERS** a non-exclusive, temporary, and royalty-free license to use their corporate image, logo, typography, and color combination, to be displayed on **KIO ECOSYSTEM** so that it is clearly visible and recognizable to other **USERS** of the site, as well as for advertising purposes for **KIO ECOSYSTEM** across different platforms and/or internet pages, including social networks. It is emphasized that all registered trademarks not owned by **KIO DATA CENTERS** and/or its affiliates that appear on this website are the property of their respective owners.

7. GOVERNING LAW AND JURISDICTION

KIO DATA CENTERS reserves the right to bring any civil, commercial, or criminal actions it deems necessary for the improper use of **KIO ECOSYSTEM**, its contents, products, or services offered by other **USERS**, or for breach of these **TERMS AND CONDITIONS**. The relationship between the **USER** and **KIO DATA CENTERS** shall be governed by the federal legislation in force in the United Mexican States and, where applicable, by the laws of Mexico City. Should any controversy arise regarding the interpretation, compliance, and/or execution of these **TERMS AND CONDITIONS**, the parties expressly submit to the jurisdiction of the competent courts of Mexico City, waiving any other jurisdiction that might correspond to them by reason of their present or future domiciles.