

Terms of Service

This section establishes terms of service (ahead in “general terms”) for the use content and services (ahead in “Services”) of the web site (ahead in “web site”). The web site and the services provided are fully detailed on the 12th clause (ahead in “OPORSA”)

In case of not being agreed with the terms of service in general we require you to abandoned the web site and recommend you to not use the services provided by OPORSA. The use of the web page of the user will be taken as in agreement and acceptance of all the actions established in here.

Forward the term “User” will be used to make reference to the person or company that access the web page for any reason.

1. ACCESS to the WEBSITE.

1.1 Access to the Web page.

The access and use of the Website does not require the prior subscription or registration of the “User”. However, it is possible that the use of some of the Services offered through the Website requires the subscription or registration of the User and / or the payment of a price.

1.2 Use of the Website.

1.2.1 The User undertakes to use the Website in accordance with these General Conditions, the applicable laws in accordance with clause 12 and with morality and good customs.

1.2.2 The User undertakes to refrain from using the Website for illicit purposes or effects, contrary to the provisions of the General Conditions, harmful to the rights and interests of third parties, or that in any way may disable, damage, overload or deteriorate the Website or prevent the normal use of the Website by Users.

1.3 Website Content.

1.3.1 The contents of this Website, such as information, text, logos, images, graphics, designs, computer programs, databases, trademarks, functional architecture and any other material (hereinafter, the “Content”) are protected by the laws applicable in each jurisdiction pursuant to clause 12 including, but not limited to, the laws on rights of author, patents, trademarks, utility models, industrial designs and domain names.

1.3.2 All Content is the property of OPORSA and/or any other related company and/or its content providers. The compilation, interconnection, operability and arrangement of the contents of the Website is the exclusive property of OPORSA and/or its related companies. The use, adaptation, reproduction and / or unauthorized commercialization of the Content may be punishable by the legislation in force in each jurisdiction.

1.3.3 You will not copy or adapt the programming code developed by, or on behalf of, OPORSA to generate and operate its pages, which is protected by the applicable legislation and in force in each jurisdiction.

1.4 Permitted Use of the Site

1.4.1 General Rules: Users are prohibited from using the Website to transmit, distribute, store or destroy material (i) in violation of current regulations, (ii) in a way that infringes the rights of third parties or violates the confidentiality, honor, privacy, image or other personal rights of other people.

1.4.2 Website Security Rules: Users are prohibited from violating or attempting to violate the security of the Website, including but not limited to: (i) accessing data that is not intended for such user or entering a server or account whose access is not authorized to the User, (ii) evaluating or testing the vulnerability of a system or network, or violate security or identification measures without proper authorization, (iii) attempt to prevent the Service from any User, host or network, including, but not limited to, by sending viruses to the Website, or by saturation or denial-of-service attacks, (iv) sending unordered emails, including promotions and / or advertising of products or services, or (v) spoof any TCP/IP packet header or any part of the header information of any email or in discussion forum messages.

1.4.3 Violations of system or network security constitute criminal offences and may result in civil liability. OPORSA will investigate cases of violations of system security, and may contact the competent judicial or administrative authority for the purpose of prosecuting Users involved in such violations.

1.5 Prohibited Uses

1.5.1 The Website may only be used for lawful purposes to access information relating to the Services available through it. OPORSA specifically prohibits any use of the Website to:

- Announce incomplete, false or inaccurate biographical data.
- Register more than one account corresponding to the same user.
- Use any mechanism to prevent or attempt to prevent the proper functioning of this Website or any activity that is being carried out on this Website.
- Disclose or share your password with third parties, or use your password for unauthorized purposes.
- The use or attempted use of any machine, software, tool, agent or other mechanism to browse or search this Website that are different from the search tools provided by OPORSA on this Website.
- Attempt to decipher, decompile or obtain the source code of any software program on this Website.

1.5.2 OPORSA reserves the right to terminate any User who, at OPORSA's sole discretion, does not comply with the standards defined in these General Conditions or with OPORSA's current policies, without this generating any right to compensation.

1.6 Communication channels available to Users

1.6.1 The User must use the available communication channels – such as chats and discussion forums, among others – (hereinafter, the "Channels") in a responsible, correct manner and in full compliance with current regulations.

1.6.2 The content of each message sent by the User through the Channels is the sole and exclusive responsibility of the User. OPORSA does not guarantee the veracity of the personal data and / or contents of each message made and / or published in the Channels

by the User. The User voluntarily accepts that access to and/or use of the Channels takes place, in any case, under his exclusive and sole responsibility.

1.6.3 OPORSA reserves the right to temporarily or permanently suspend the Channels and/or services without prior notice, to anyone who does not respect these General Conditions or performs acts that violate the normal functioning of the Services and/or the Channels and/or the Website.

1.6.4 The User acknowledges and accepts that the following conducts are strictly prohibited:

1. Banning vulgar/obscene, discriminatory and/or offensive language.
2. All types of personal attack against Users and/or third parties, including OPORSA customers, through harassment, threats, insults.
3. All acts contrary to laws, morals and good customs.
4. Public messages, images and hyperlinks that are offensive, defamatory, libelous, libelous, false, discriminatory, pornographic, violent, insulting, threatening, inciting to illegal or dangerous conduct for health, and/or that violate in any way the privacy of any third party as well as the direct or indirect violation of the intellectual property rights of OPORSA and/or any third party, including OPORSA customers.
5. Public messages that may hurt and / or affect the sensitivity of the rest of the Users and / or any third party, including OPORSA customers.
6. Promote, market, sell, publish and/or offer any kind of products, services and/or activities through or through the use of the Channels, except those expressly permitted by OPORSA.
7. Sale, location or assignment, either for consideration or free of charge, of the communication space of the Channels.
8. Post messages that in any way contain advertising.
9. The use or sending of computer viruses, malware, spyware, ransomware and / or the performance of any act that causes or could cause damage or harm to the normal functioning of the Services and / or the Channels, or the computer equipment or software of OPORSA and / or any third party, including OPORSA customers.
10. All acts aimed at masking and/or falsifying or concealing IP addresses, emails and/or any other technical means of identifying Users or their computer equipment.
11. Any act that violates the privacy of other Users, or that violates any of their rights under Law No. 25,326.
12. The publication of personal data without the express consent of the owner of these.
13. The transmission or disclosure of material that violates the legislation in force in the country and / or that could hurt the sensitivity of the rest of the Users and / or any third party, including OPORSA customers
14. La publication of any type of content in violation of the rights of third parties, including without limitation the rights of intellectual and / or industrial property.

1.6.5 OPORSA has no obligation to manage or control the use made by the User of the Channels. However, OPORSA reserves the right not to publish or remove after being published all those contents and / or messages proposed and / or published by the User that, at the sole discretion of OPORSA, do not strictly respond to the provisions contained in these General Conditions and / or are improper and / or inappropriate to the characteristics, purpose and/or quality of the Services.

1.6.6 OPORSA does not guarantee the availability and continuity of the operation of the Channels.

1.6.7 OPORSA is in no way responsible for the destruction, alteration or deletion of the content or information that each User includes in their messages.

1.6.8 Each User is solely and exclusively responsible for his statements, sayings, opinions and any act he performs through the Channels.

2. PERSONAL DATA OF THE USER. REGISTRATION ON THE WEBSITE.

2.1 When you register on the Website, you will be asked to provide OPORSA with certain information including, but not limited to, first and last name, address, telephone number and a valid email address, (if applicable), among others.

2.2 OPORSA reserves the right to offer you third-party services and products based on the preferences you indicated at the time of registration or at any time thereafter; such offers may be made by OPORSA directly by such third parties for which OPORSA may share with such third parties the information provided by the User in accordance with the OPORSA Privacy Notice.

2.3 Please refer to the Website Privacy Notice for details regarding the processing of your Personal Data.

2.4 The User shall be responsible for all uses of his/her account, whether or not authorised by You. You must immediately notify OPORSA of any unauthorized use of your account or password.

2.5 Registered Users and/or users of the OPORSA Services guarantee the veracity, accuracy, validity and authenticity of the information provided, and undertake to keep them duly updated, informing OPORSA of any modification through the "Contact" section available on the main page of the Website.

2.6 The User authorizes the personal information provided to be shared with OPORSA's customers, third party allies and business partners referred to above.

3. MINORS.

3.1 The use of the Website and/or the Services offered through it by people who lack the legal capacity to contract or minors under the applicable legislation in accordance with clause 12 is prohibited. In the event that this occurs, minors must obtain prior permission from their parents, guardians or legal representatives, who will be held responsible for all acts performed by their dependents.

3.2 The Website is an ever-evolving community that includes diverse users with different experiences and backgrounds. Although OPORSA may monitor and take action on the inappropriate conduct of other users or third parties, on the Website or access to or use of any of the Services offered, including chat rooms and public forums, it is possible that at any time language or other materials accessible on or through such may be inappropriate for minors or offensive to other users may be presented. These General Conditions indicate rules of conduct for users, but OPORSA cannot guarantee that the rest of the users comply with them.

3.3 By accessing the Website and using the Services, the User confirms that he/she is of legal age.

4. RESPONSIBILITY OF THE USER.

The User declares and accepts that the use of the Website, its Services and the contents is carried out under his sole and exclusive responsibility.

5. EXCLUSION OF GUARANTEES AND LIABILITY.

5.1 Attentive to the state of the art and the structure and operation of the networks, the Website cannot confirm that each User is who he says he is.

5.2 OPORSA does not guarantee the availability and continuity of the operation of the Website and the Services offered. Not all Services and content in general are available for all geographic areas. Likewise, OPORSA does not guarantee the usefulness of the Website and the Services for the performance of any particular activity, nor its infallibility and, in particular, although not exclusively, that Users can effectively use the Website, access the different web pages that make up the Website or those from which the Services are provided.

5.3 OPORSA does not warrant that the Website will operate error-free or that the Website and its server will be free of computer viruses or other harmful mechanisms.

5.4 The Website and services are provided as is, without warranties of any kind.

5.5 OPORSA does not guarantee the accuracy, veracity, completeness or updating of the contents, Services, software, texts, graphics and links.

5.6 In no event shall OPORSA be liable for any damages including, but not limited to, direct and/or indirect damages, lost profits or loss of change resulting from the use or inability to use the Website, without prejudice to the possibility of such damages.

5.7 OPORSA excludes all liability for damages of any kind that may be due to the actions of unauthorized third parties with respect to the Personal Data of Users, as well as the Services offered on the Website.

6. LINKS TO OTHER SITES.

The Website contains links to other Internet sites. OPORSA does not endorse the contents of these websites. OPORSA is not responsible for the content of third party websites, nor the services or products offered or provided by such third parties and makes no claims

regarding the content or their accuracy on these third party websites. If You decide to access linked third-party websites, you do so at your(user) own risk.

7. UNAUTHORIZED ASSIGNMENT OR COMMERCIAL USE.

7.1 You agree not to assign, under any title, your rights or obligations under these General Conditions. You also agree not to make any unauthorized commercial use of the Website.

7.2 Likewise, the User undertakes to use the Website and the Services diligently and in accordance with the applicable and current law and with these General Conditions.

8. CANCELLATION.

8.1 OPORSA has the power, and not the obligation, to issue warnings, temporary suspensions and permanent cancellations of registered Users for violations of these General Conditions, and / or any notice, regulations of use and instruction made known to the User by OPORSA.

8.2 Without prejudice to what is stated in the previous point, OPORSA reserves the right, in its sole discretion, to use all legal means at its disposal in the event that you violate any of these General Conditions.

9. INDEMNIFICATION.

You agree to hold OPORSA harmless from and against any charges, actions or demands, including, but not limited to, reasonable legal expenses, resulting from User use of the Website, Content and Services. You accept and acknowledge that OPORSA is only an intermediary, unrelated to any relationship that may be established between You and those who publish notices, announcements and / or proposals through the Website. In this sense, you agree not to claim OPORSA for any type of consequence derived from such relationships.

10. GENERAL.

10.1 OPORSA reserves the right to modify all or part of these General Conditions at any time. In which case the updated General Conditions will be published on the Website, being the obligation of users to regularly review this section in order to be informed of any changes that may have occurred. The User accepts that the publication of the updated General Conditions by OPORSA will be fully valid as sufficient notification. Likewise, if the User persists in the use of the Services and / or the Website, it will be considered that he has implicitly accepted the new General Conditions. Notwithstanding the foregoing, OPORSA will notify the User of the updated General Conditions to the email address registered to use the Website or by giving notice on the Website itself.

10.2 In the event that any of the clauses of these General Conditions are declared null and void, such nullity will not affect the validity of the remaining ones, which will maintain their full validity and effect.

10.3 These General Conditions, together with the Privacy Notice constitute the entire agreement between You and OPORSA regarding the use of the Website.

11. DURATION AND TERMINATION.

The provision of the Website Service has an indeterminate duration. Notwithstanding the foregoing, OPORSA is authorized to terminate or suspend the provision of the Website Service and/or any of the Contents at any time.

12. LOCALIZACIÓN12.1 MEXICO

12.1.1 OPORSA S.A. DE C.V. With adress at Prolongación Constituyentes Ote. Núm. 36 local 3 Colonia Villa del Marques del Águila, C. P. 76246 El Marques Querétaro. The Website is www.oporsabienesraices.com

12.1.3 These General Conditions are governed by the laws of the United Mexican States. The User submits to the jurisdiction of the competent courts located in The City of Querétaro, Querétaro Mexico, expressly waiving any other jurisdiction and / or jurisdiction.