

CUSTOMER SUPPORT

We are committed to good service and quality care, which is why we present our Service Offer which describes the post-sale care processes and the communication channels that we make available to you so that you can always stay in touch.

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Incident report

Ticket System

To improve the efficiency of incident support requests, please submit a ticket to facilitate tracking, response times, and the level of attention provided.

It is important to report incidents efficiently, including but not limited to:

- Date and time of the incident
- Description of the issue
- Evidence of the issue (screenshots, video, audio, etc.)
- Steps to reproduce the issue
- Impact level (user impact, service degradation, intermittent issue, complete outage, etc.)

Important:

Any incident that does not have a reference number will not be considered within the service level agreement (SLA) commitments

For any additional support through other channels, such as WhatsApp, it is always necessary to provide the incident ticket number.

- **Email**

Support	support@cleverideas.ai
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- **WEB**

https://share.hsforms.com/19nHfcLBETzCxmmO_MJ9fbA5awgn

For administrative or financial requests, it is not necessary to open an incident request.

Simply send an email to admin@cleverideas.com.mx or contact us through our phone line at +52 (33) 5004 2255, option 2.

Escalations

Incident escalation procedures depend on the level of service impact according to their assigned priority.

Priority Levels:

Priority 1 (P1) - Complete Service Outage

Examples: Server down, agents unable to log in, operations completely frozen.

Priority 2 (P2) - Service Degradation or Partial Service Impact

Examples: Unable to update information, process errors, a user unable to log into the application, data accuracy issues, inability to upload information.

Priority 3 (P3) - Limited User Impact or Requests That Do Not Affect Service Performance

Examples: Issues that do not impact operations or "Requested Enhancements" such as developments, implementations, integrations, new filters, modifications to existing workflows, or any change outside the scope of the original workflow.

Service Level Agreements (SLAs)

To ensure compliance with the Service Level Agreements (SLAs), it is necessary to clearly define the roles and responsibilities of both CLEVER and THE CLIENT in order to work together as efficiently as possible.

CLEVER Responsibilities

- Ensure service availability levels
- Provide technical support and incident resolution
- Deliver service updates and improvements

CLIENT Responsibilities

- Comply with infrastructure and software requirements
- Make proper use of the services provided by Clever IDEAS
- Provide the necessary access and support to address requested service requirements
- Report incidents efficiently, including but not limited to:
 - Description of the issue
 - Evidence of the issue
 - Steps to reproduce the issue
 - Level of impact (intermittent issue, complete outage, etc.)
 - Time of the incident

SERVICE LEVELS

TYPE	OBJECTIVE	FREQUENCY	METHOD
Availability	99.9 %	Monthly	(THD * 100 / Rank of time) https://es.top50vpn.com/herramientas/calculadora-de-uptime
Reliability	4 incidents	Monthly	Total registered incidents associated with service failures caused by Clever.
Response time	3 minutes	Event	Confirmation of receipt of incident through a reference number (email)

Incident Resolution Time priority 1	10 minutes	Event	Incident control tool
Incident Resolution Time priority 2	45 minutes	Event	Incident control tool
Incident Resolution Time Priority 3	90 minutes	Event	Incident control tool

Resolution times to specific incidents of the Omnichannel Contact Center platform

Description	OBJECTIVE
Web page does not respond Unable to login agents Can't upload lists Monitoring dashboards are not updated	10 minutes
It is not updating the information in the repositories	2 hrs
Request to send a recording (with GUID)	3 hrs

Compensation for Service incidents

In the event that the monthly availability time of the service is below the agreed threshold, CLEVER will make an economic compensation or credit in the following month of service based on the following table:

AVAILABILITY	CREDIT
99.95 - 99.90 % (22 - 43 min)	5%
99.90 - 99.85 % (44 - 65 min)	8%
<98.50 % (mas de 66 min)	10%

The resolution times do not apply to incidents of services not provided by Clever and that may affect the operation of our service. Here is a non-exhaustive list of some services such as:

- Internet Service Provider
- SMS provider
- WhatsApp provider
- Integration with social networks (changes in the APIs)
- Integrations with third parties
- Integrations with own systems
- Infrastructure problems (hardware, network, router, firewall)

CLEVER will issue periodic reports on compliance with the SLAs for evaluation of results such as: major incidents, response times, bugs, preventive and corrective maintenance

Scheduled Service Outage

Scheduled interruptions or maintenance windows allow preventive maintenance to be carried out on services with minimal impact to the customer and will not count as service unavailability. Maintenance windows should be scheduled at the following times:

- Monday to Friday from 9:00 p.m. to 01:00 a.m.
- Saturdays from 5:00 p.m. to 12:00 a.m.
- Sundays from 12:01 a.m. to 11:59 p.m.

Any maintenance request to the service, which implies an interruption, will be notified to the client 48 hours in advance, by email in the first place, and by telephone contact in the second place. The customer must acknowledge receipt of the notification.

Unscheduled interruptions:

Immediate unscheduled interruptions refer to total interruptions in the provision of the service due to incidents such as "system crashes", "communication failures", "network failures", etc. On the other hand, a pending unscheduled interruption refers to those situations in which the service is seriously degraded or it is not possible to operate. This type of interruptions could require immediate emergency maintenance windows, with notification to the client by one of the different means of contact such as WhatsApp, telephone, email. Once the maintenance is done, a notification will be sent to the client to confirm the restoration of the services.

Incidents unrelated to this CLEVER infrastructure or its allies are excluded from this objective.

Service Request Policy

As part of our commitment to providing you with the best possible experience, we continually strive to enhance our service offerings. In doing so, we have evaluated our processes and policies to ensure that we can maintain the highest level of quality and efficiency for all our valued customers.

Effective immediately, we have implemented a revised policy regarding service requests. Going forward, any service request that falls outside the scope of a bug or service incident will be subject to a service charge. This adjustment will enable us to allocate our resources effectively and prioritize critical issues to provide you with the best possible support.

We understand that this policy change may raise questions or concerns, and we would be more than happy to address any inquiries you may have. Our dedicated customer support team is available to assist you in understanding the revised policy and answer any queries you may have regarding service requests and associated costs. Please do not hesitate to reach out to our team through the usual channels, such as our support email or phone number.

We value your partnership and want to ensure that our services continue to meet your expectations. By implementing this policy, we aim to maintain a high standard of service while also offering a fair and transparent approach to service requests.

TERMS AND CONDITIONS

Clever Ideas provides the complete initial training on the use of each of our services, upon completion, a folder in the cloud is sent by email with all the recorded sessions before and after it.

It is the CUSTOMER's responsibility to carry out the following actions:

UCONTACT

- Creating voice campaigns
 - Incomming
 - Outgoing
 - Dialers
 - Changes to campaign management
 - Ringing strategies
 - Forms
 - Campaigns
 - Schedules

- Music on hold
- Ringing times
- Rest thresholds
- General properties
- Omnichannel campaigns
 - Interaction Delivery Strategies
 - Welcome greetings, after hours, agents not available and holidays
 - Short responses
 - Form Assignment
 - Schedules
 - Whatsapp bulk sending
- User creation
 - Agent
 - Supervisor
 - Administrator
- Add and remove users from campaigns
- Creation of typifications
- Creation and administration of Voicemail
- Creation of security groups.
- Using security groups
- Search and extract recordings from all channels.
- Add and delete audios
- Additional reports
- Agenda reports
- LINE - PBX
 - Provide audio or text for IVR creation
 - Reporting

It is the following responsibility of Clever IDEAS actions:

UCONTACT

- Supplier Connection
 - VoIP
 - SMS/WhatsApp
 - Facebook
 - Email
 - Instagram
- Gamification
- Scheduled tasks
 - System maintenance
 - Updates
- Forms
 - Connection
 - Changes and/or configuration
- Creation of security groups.

LINE - PBX

- Uploading audio to the system
- Request detours or follow me
- Create, modify and delete extensions.
- Create, modify and delete ring groups

BOT

- Change in decision tree options
- Uploading media files
- Retargeting to inbound campaigns

It's considered a nesting period starting on the first day of its operation and during the following 30 days the client has unlimited hours of service for advice and training of specific actions (does not include retraining of agents and supervisors) in an operational schedule. from 9:00 a.m. to 6:00 p.m. Mexico City time zone.

Once the camping period has expired, any complete or specific training or requests to modify the actions detailed in this document as *Customer Responsibility*, will have additional costs corresponding to hours of service.

Equipment Warranty

In the event that the customer detects a malfunction of the product supplied by CLEVER and confirms that said behavior does not match what is specified in the equipment data sheet, the product warranty claim must be made in accordance with the following policies .

- The customer must speak to his sales agent to specify the failure and try to identify the reason for the failure in the first instance. As the case may be, you will be asked to document the failure by filling out a form that should be sent to you by your
- Once the form is received, it will be analyzed by the personnel in charge of guarantees and if this department fails to solve the problem, it will request the shipment of the part to be reviewed further.
- The equipment must be sent at the client's expense to the address indicated, taking care to protect it from bumps and falls during transport, since not receiving it or arriving with damages not described in the form will not precede the warranty claim.
- The maximum diagnosis time is 5 business days from the time the equipment enters the CLEVER facilities. In any case, the client may request to be informed during that period of time of the results that the diagnosis presents.
- The warranty period offered by **CLEVER** is 1 year from the invoice date against manufacturing defects.
- **CLEVER** will not validate a guarantee in the following cases:

1. --The equipment is over a year old since it was purchased.
2. -- The product model and serial number labels are missing or have been altered.
3. -- In the event that the equipment has been handled incorrectly, presenting blows, humidity, signs of electrical discharges, altered connectors or cables, broken guarantee seals or that presents evidence of having been disassembled with the intention of being reviewed.

- **CLEVER** does not ship equipment in advance that has not been
- Once confirmed that the equipment is in a condition to be replaced by another similar one or a replacement depending on its validity, **CLEVER** will take charge of sending the replacement and will cover the transportation expenses.

Satisfaction Guarantee

For installed equipment and services that do not comply with the scope defined in the contract, CLEVER will make a refund of 100% of the payment made during the 30 days after its acceptance,

as long as a detailed explanation of the reason for said request is presented.

- Letter must be signed by the representative of the company or person who signed the acceptance or
- Copy of Service Order or invoice of acceptance of the product or
- The request must be sent by email to: soporte@cleverideas.com.mx and we will respond within a period not exceeding 48

Exclusiones

Administrative expenses

Materials Installation accessories.

Misuse, damage or attempted repair of the product.

travel allowances.

Compliance Policy

Introduction

Clever Ideas is committed to conducting its operations ethically, transparently, and by all applicable laws and regulations. This Compliance Policy outlines our principles, responsibilities, and procedures to ensure every team member and partner aligns with our high standards of integrity and accountability in providing telecommunications services.

1. Scope and Applicability This policy applies to all Clever Ideas employees, contractors, vendors, and other business partners. Every individual and organization working with or for Clever Ideas must adhere to this policy and any related standards, guidelines, or procedures.

2. Compliance Principles

- **Legal Adherence:** We will comply with all applicable telecommunications laws, regulations, and standards in every jurisdiction.
- **Ethical Business Practices:** We are committed to honest communication, transparency, and ethical behavior in all our interactions with customers, suppliers, regulators, and the community.
- **Customer Data Protection:** Safeguarding customer information and ensuring compliance with data protection regulations is a top priority. We have implemented robust measures to protect privacy, prevent unauthorized access, and secure our networks.
- **Fair Competition:** Clever Ideas will compete fairly and will not engage in anti-competitive practices. We respect our competitors' rights and proprietary information and operate in good faith.
- **Employee Conduct:** Every employee must act with integrity, avoid conflicts of interest, and promptly report any known or suspected violations of this policy.

3. Governance and Responsibilities

- **Compliance Officer:** Clever Ideas designates a Compliance Officer responsible for overseeing compliance efforts, developing policies, conducting audits, and ensuring that any noncompliance is addressed swiftly and effectively.
- **Management Duties:** Managers must lead by example, ensure their teams understand and follow this policy, and provide regular training on relevant compliance requirements.
- **Employee Obligations:** Employees must familiarize themselves with this policy, participate in mandated training sessions, and immediately report any concerns or potential breaches to their supervisor or the Compliance Officer.

4. Reporting and Whistleblower Protections

- **Reporting Mechanisms:** Clever Ideas encourages all employees and partners to report any potential compliance issues. Reports can be made anonymously, if preferred, through our confidential reporting system.
- **Non-Retaliation:** We strictly prohibit retaliation against anyone who, in good faith, raises a compliance concern or cooperates in an investigation. Retaliation is itself a violation of this policy.

5. Training and Communication Clever Ideas provides regular training and communication regarding this policy and related compliance matters. All employees must complete annual compliance training and participate in additional sessions as required by their role.

6. Policy Review and Updates This Compliance Policy is reviewed annually to ensure its effectiveness and alignment with current laws and industry standards. Updates will be communicated promptly, and employees are required to familiarize themselves with any changes.

Conclusion By adhering to this Compliance Policy, Clever Ideas reaffirms its commitment to ethical behavior, legal compliance, and the trust of our customers, employees, and stakeholders.

Terms of sale

1-DEFINITIONS

1.1. ARN: a national regulatory authority in the country where the numbers will be used or any other competent authority to determine the rules, regulations and guidelines applicable to the service offered by Clever Ideas.

1.2. Authorizations: any and all concessions, certifications, registrations, licenses, authorizations, permits or similar authorizations and / or documentation that may be required by any applicable ARN or other governmental entity or agency that has jurisdiction in any country in the provision of the Services.

1.3. Charges: Any set of installation charges such as non-recurring charges (NRC) usage-based charges and monthly recurring charges (MRC) owed by Customer under the Agreement.

1.4. Personal data: data related to a data transmission that contains personal and / or private information of the officers of the clients, employees or authorized users of the Services.

1.5. Service Date: the activation date of a Clever Ideas Service.

1.6. Minimum term: minimum term of the agreement from the date of Service.

1.7. AUP: are the Acceptable Use Policies published on the website. Clever Ideas reserves the right to make changes to the acceptable use policy.

1.8. Subscriber: client of the client is an end user (a person or a private company) using a service provided by the client based on the service provided by Clever Ideas.

2-OBJECT

2.1. The terms and conditions of sale and delivery of the services contained in this document will apply to all orders sent by the Client to Clever Ideas.

2.2. Acceptance by Clever Ideas of the Client's order is made under the express indication and condition that only the terms and conditions contained in this document or any modification or new version thereof will govern and establish the rights and obligations of the parties.

3-SERVICES

3.1. For this purpose, it will be pending to obtain and maintain all the necessary authorizations for the provision of the Service.

3.2. Clever Ideas will do everything possible to guarantee the interoperability of the services so that they are accessible from all mobile and fixed networks. However, as most of Clever Ideas' services are provided over the Internet, it does not guarantee that the service is accessible from all networks.

4-CLIENT OBLIGATIONS

4.1. The Client must pay for the Service in accordance with the commercial conditions agreed in the authorization of a quote and / or service order sent by the Client.

4.2. The Client must comply with all laws, regulations, regulatory conditions and restrictions of use provided for in the regulatory framework applicable in their country. If at any time during the term of the Contract, the Client is informed or the information comes to his knowledge that it is or may be in violation of any legal or regulatory provision, he will immediately adopt all appropriate measures to remedy said violation and comply with such laws. or in all aspects;

4.3. The Client must not use the Service and will require the subscribers not to use it for illegal purposes, including but not limited to the transmission of information or the offer of any service that is contrary to any law or regulation, abusive, harmful, threatening, defamatory, pornographic or that could be considered offensive.

4.4. The Client is responsible for maintaining the data that it requires from its end clients and, if necessary, the Client must make available to Clever Ideas

(i) User information and

(ii) all relevant information regarding customer services to validate a possible violation of the service rules.

5-CHARGES

5.1 Recurring and non-recurring charges will be those established in a quote and / or service order sent by the Client.

5.2 Clever Ideas reserves the right to modify its rates 30 days in advance. Unless otherwise notified, adjusted charges will only be applied for the services requested from the date of application of the new prices.

6-PAYMENT CONDITIONS

6.1. The Client must pay the charges in accordance with this clause and explicitly accepts that it will apply to all charges and credits notwithstanding any other legal or administrative provision.

6.2. Customer payments may be made:

(i) via the Clever Ideas' web interface with a credit card or PayPal, or

(ii) a bank transfer in the bank account.

6.3. The charges will accrue from the corresponding service date. The NRC will be invoiced by Clever Ideas upon receipt of a customer order. The MRC will be billed by Clever Ideas monthly in advance or as specified in a quote.

6.4. The invoice will be automatically generated in electronic format (pdf). Any invoice will be due and payable within 10 days from the invoice date.

6.5. If the customer has requested a service, but does not pay the NRC, the order will not be executed. If the Client will not provide sufficient funds on the date the invoice is issued by the MRC, Clever Ideas will send one or more reminders until full payment of the invoice due.

6.6. If the Client makes a dispute in good faith of any portion of any invoice, the Client must pay within 10 calendar days following the date of payment of the invoice, together with the documentation that justifies the dispute of the charges. If the customer does not claim in writing within 30 calendar days, the Customer has irrevocably waived his right to dispute said invoice.

7-TERM AND DATE OF SERVICE

7.1. This Agreement will enter into force on the effective date and will continue for as long as the services are provided under the Agreement, at least for the defined minimum term.

7.2. Client can terminate a service without penalty up to 5 days before the end of the month by sending a written notification to admin@cleverideas.com.mx. In case the client cancels a service after 5 days before the end of the month, the client will pay the full following month.

8-SUSPENSION

8.1. Clever Ideas may, at its sole discretion and without prejudice to any right it may have to terminate the Contract, choose to immediately interrupt the provision of a service until further notice, in the event that:

a) the Client's trading account has a depleted balance and the Client does not have a minimum necessary balance. For any clarification, Clever Ideas will send one or more reminders by e-mail when an invoice is due.

b) amounts in dispute are not settled despite one or more reminders sent by Clever Ideas.

c) for the right to cancel the Contract in accordance with clause 9;

d) being obliged to comply with an order, instruction or request of an ARN, a court, government, agency, emergency services organization or other competent administrative or regulatory authority;

e) you have reasonable grounds to believe that the service is being used fraudulently or illegally

f) the Client or its subscriber to the Service violate the conditions mentioned in the service description.

8.2. In the event that Clever Ideas exercises its right to suspend the service in accordance with the clause

8.3, whenever reasonably possible, you must give the Client prior notice.

8.4. Clever Ideas will not be responsible for any loss, damage or inconvenience suffered by the Client as a result of the suspension made in accordance with clause 8.1. Client in no case right to receive any compensation should such suspension occur.

9-TERMINATION

9.1. If the client does not pay an invoice before the due date, and the invoice has not been disputed in accordance with the provisions of this Contract and the Client will not provide sufficient funds, in accordance with clause 8.1

a), Clever Ideas may terminate this agreement and stop providing the Services, after 5 business days prior written notice. In this case, Clever Ideas can deactivate all the services assigned to clients and can make them available to other clients. After deactivation, Clever Ideas cannot guarantee that one or more services can be re-assigned to clients if they wish to reactivate. In case of reactivation of the service, the client will pay a new configuration and activation fee.

9.2. In addition to any other rights, either party may immediately terminate in writing any Service and / or the Agreement if:

a) in relation to the Service, the other party has incurred in a material breach other than those established in clause 9.1 of which it could not remedy within 5 business days after receiving notification of said breach;

b) either party has a seizure order on your company or a resolution is passed for liquidation in a court of competent jurisdiction or if the other party enters into any voluntary agreement with its creditors and the cessation or threat of ceasing to carry out its activity.

9.3. After the expiration or termination of the Contract for any reason:

(i) each party must return or destroy all written or electronic information of the other party,

(ii) cover all amounts owed for the provision of services through the month of completion, will become payable upon receipt of an invoice.

10-INDEMNIFICATION AND LIABILITY

10.1. Each party agrees that it will not be liable to the other for any claims or expenses suffered by the other party, customers or end users due to:

(i) any failure or breakdown of the equipment or of the transmission of the facilities related to the provision of the Services and administered or managed by third parties;

(ii) any loss of data, the quality, the content and the accuracy of the information received through or as a result of the use of the Services;

(iii) fraudulent use of passwords or security codes resulting from loss, theft or disclosure to another person, unless such failure, breakdown, loss or fraudulent use is the result of negligence or default.

10.2. Notwithstanding any other provision of the Agreement to the contrary, in no case will either party be liable to the other for indirect damages or damages suffered by them or third parties with respect to the services, including loss of income, loss of customers or damage to reputation).

10.3. Notwithstanding the specific provisions in the case of infringement or claim for infringement of intellectual property rights under clause 14 of this Agreement, the liability of either party will not exceed the total amount of the charges invoiced by Clever Ideas and paid by the Client in the 3 months prior to the event that caused the liability.

10.4. The parties expressly agree that no claim for loss or damage of any kind in relation to the Agreement shall require more than three (3) months after the date on which the event giving rise to said claim.

10.5. The Client agrees that Clever Ideas is not responsible for Case Services or a part of them are no longer provided by following

(i) the bankruptcy or liquidation of the company providing the services to Clever Ideas or

(ii) a computer attack on a network and Clever Ideas computers. However, in these cases Clever Ideas will use its best commercially reasonable efforts to restore the services or affected parts of them as soon as possible.

11-GUARANTEE

In the case of clients using services or channels greater than the number of channels ordered, Clever Ideas cannot guarantee and is not responsible for any deterioration in quality or interruptions.

12-SERVICE MAINTENANCE

12.1. Except in the case of emergencies, each party must give no less than 5 business days prior to notification of all scheduled maintenance service or alteration affecting the Services. If reasonably possible, each party will endeavor to carry out these activities in such a way as to minimize any interruption in the provision of the Service.

12.2. Any suspension or degradation of service as a result of scheduled maintenance will not be considered a potential credit.

13-OVERWHELMING FORCE

13.1. Neither party will be responsible for any breach or delay in the fulfillment of its obligations, except for the payment obligations for the services provided up to the date of the force majeure event such as fire, explosion, vandalism, sabotage, natural disasters, fires, floods, failures or fluctuations in electrical power, due to reasons beyond the reasonable control of the parties, or for any other reason considered as a case of "Force Majeure".

13.2. The Client and Clever Ideas understand and agree that Clever Ideas will not be responsible for delays in the activation or provision of any service caused by force majeure.

14-INTELLECTUAL PROPERTY RIGHTS

14.1. Each party acknowledges that any and all patents, registered and unregistered designs, copyrights, trademarks and other intellectual property rights of any kind used in connection with the Service will remain the exclusive property of Clever Ideas or its suppliers.

14.2. Clever Ideas may not contribute to damages or legal expenses incurred in relation to any infringement of any third party for intellectual property rights related to the Client's own consumption or its subscribers.

15-CONFIDENTIAL INFORMATION

15.1. Clever Ideas and clients must each treat as confidential all information related to the service, whether before or after the effective date, in relation to the Agreement, including without limitation, all financial information, technical data, related information At the prices of methods, processes, listings, statistics, programs and software, research, development or information that appears as confidential or of its nature and the context of the disclosure should reasonably be understood by the recipient as "Confidential Information" .

15.2. Confidential information shall be deemed the property of the disclosing party and the receiving party shall not disclose it to third parties or use it, except in compliance with the Agreement, without the prior written consent of the disclosing party.

15.3. This confidentiality obligation will not apply to information that the receiving party can demonstrate is:

(i) already known by law by the receiving party at the time it is obtained free of any obligation to keep said information confidential;

(ii) or becomes public knowledge through any wrongful act of the receiving party;

(iii) legitimately received from a third party without restriction and without violation of this Agreement;

16-DATA AND PRIVACY

16.1. Either party will have, by virtue of the provision of the service, possession of the minimum necessary personal data related to its client and / or subscriber.

16.2. The Client must inform the owner of the personal data about their right of access.

16.3. The Client acknowledges and accepts that Clever Ideas may use and / or process personal data:

(i) in relation to the provision of the Services;

(ii) for the purposes of administration, provisioning, billing and reconciliation, verification of customer identity and creditworthiness, maintenance, support and product development, fraud detection and prevention, sales, customer revenue analysis and the information.

(iii) to communicate with the customer by voice, letter, fax or email regarding other Clever Ideas products and services.

16.4. Any owner of personal data may, by written notification to Clever Ideas, withdraw their consent for such use unless it is necessary for

(i) the provision, management, account and invoice for the Services,

(ii) carry out the fraud detection, or

(iii) comply with any obligation, legal or judicial regulatory requirement or other order of the public authority.

17-SESSION OF RIGHTS

Neither party may assign the Contract or any of its rights and obligations hereunder, without the prior written consent of the other party, which consent will not be denied without valid reasons.

18-RELATIONSHIP

Except as expressly set forth in the Agreement, no provision of the Agreement shall be construed to constitute or designate either Clever Ideas or clients as the agent, partner, joint venture, or representative of the other party for any purpose.

19-NOTICES

All notifications, requests or other communications hereunder will be made in writing sent by mail, fax or email and will be deemed to have been received when the delivery confirmation is received.

20-APPLICABLE LAW AND JURISDICTION

This Agreement will be governed by the laws of Florida, USA for all matters arising under the Agreement.

21-ENTIRE AGREEMENT

21.1. This Agreement, including the pertinent service orders and annexes hereto represents the entire agreement between the parties and supersedes and cancels all previous negotiations, agreements or commitments (written or oral).

21.2. In the event of any conflict, inconsistency or ambiguity between the terms of the Agreement, any order of service (s), the interpretation will be resolved by prioritizing such documents in the following order of priority:

- a) Clever Ideas: Terms of Sale
- b) Other proof (s) of the Agreement
- c) the price list on the Clever Ideas website.

21.3. Clever Ideas reserves the right to present new versions of these General Conditions of Terms of Sale for acceptance by the client each time clients make a new request.

Notice of privacy

CLEVER IDEAS S.A. DE C.V.

In accordance with the provisions of the Federal Law on Protection of Personal Data Held by Private Parties (the "Law"), its Regulations and Guidelines of the Privacy Notice, and in compliance with the obligation of CLEVER IDEAS S.A. DE C.V. Consisting of protecting the Personal Data of the natural persons with whom it establishes a commercial relationship or of any kind, we inform our Clients, Suppliers, Users or those interested in the services of "Clever", the following:

1-CONTENT OF PERSONAL DATA

In accordance with the Law, "Personal Data" is understood to be any information concerning an identified or identifiable natural person. For the purposes of this Privacy Notice, but not limited to, they will be understood as "Personal Data".

1.1. General data

Name (s) and surnames, date of birth, sex, marital status, occupation, spouse's name, home address, tax or main business seat, landline (home or office), cell phone, email, interests, RFC, line of business, financial or property data, billing data, among other data derived from the business relationship.

1.2. Sensitive Personal Data

In addition to your general data, we will occasionally also collect data that is considered sensitive in accordance with applicable legislation.

1.3. Social networks

Social networks (such as Facebook and Twitter, among others) constitute a platform for communication and interconnection between digital platforms of the different users, they are outside "Clever" and, therefore, are not under its responsibility. The information that you provide within social networks in which "Clever" participates as a user does not constitute or form part of the Personal Data subject to the protection of this Privacy Notice, being the responsibility of the company that provides that platform and of whoever publishes it.

The Personal Data mentioned in sections 1.1. and 1.2. of this Privacy Notice will be collected through various formats and / or through the collection of information or documentation required by "Clever", either personally, by telephone, by optical means or by any other technology, as well as electronically in the Internet page of present or future "Clever" ("Internet Page of" Clever ""), among which the following stands out: www.cleverideas.com.mx.

1.4. Cookies

Cookies are text files that are automatically downloaded and stored on a hard drive of the user's computer equipment when browsing a certain Internet page and that allow the Internet server to remember some user data. Through this Privacy Notice we inform you that it is possible that we use cookies to identify when a user returns to the Internet page in order to provide a better browsing experience. Our cookies do not contain any personally identifiable information.

2-PERSON RESPONSIBLE FOR COLLECTING PERSONAL DATAS

The legal person responsible for collecting your Personal Data in this act, as well as in past and / or future acts, is the legal entity called CLEVER IDEAS S.A. de C.V. ("Clever") with address at Pegaso # 3692, INT. 201. Suburb La Calma, Zapopan, Jalisco. C.P. 45070.

3-PROCESSING OF PERSONAL DATA

In accordance with the provisions of the Law, the processing of Personal Data ("Personal Data Processing") is the obtaining, use, disclosure or storage of Personal Data, by any means. The use includes any action of access, handling, use, transfer or disposition of Personal Data. The Processing of Personal Data by "Clever" will be limited to the fulfillment of the Processing Purposes set forth in this Privacy Notice. In the event that it is necessary to process your Personal Data for a purpose other than the purposes indicated in this Privacy Notice, "Clever" will again request your consent for this purpose.

4-PURPOSES OF PERSONAL DATA

Through this Privacy Notice, "Clever" declares that the purposes of processing your Personal Data will be the following ("Processing Purposes"):

- a) Commercial purposes
- b) Marketing, advertising or commercial prospecting
- c) Quality of service
- d) Evaluation of the Services and / or products that it provides and, where appropriate, for the subscription of the contracts of the products and / or services that it provides.

5-ACCEPTANCE

5.1. Acceptance in a personal way

When Personal Data is obtained personally from the owner, "Clever" will make this Privacy Notice available to you at the time your Personal Data is collected and in a clear and reliable way, through the formats that Clever "uses or I will use it for that purpose. In addition, through these formats, "Clever" will seek the acceptance or denial of the owner's consent to submit said data to the Treatment Purposes established in this Privacy Notice.

5.2. Tacit acceptance

If you do not express opposition to the content and scope of this Privacy Notice or its modifications, it will be understood that you grant your tacit consent for "Clever" to process your Personal Data based on the Treatment Purposes established in the Notice of Privacy.

6-LIMITATION OF THE USE OR DISCLOSURE OF PERSONAL DATA

6.1. Actions to prevent unauthorized use or disclosure

In order to guarantee the protection of Personal Data and limit their unauthorized use or disclosure, "Clever" continually performs and will carry out the following actions:

- a) Confidentiality of information. "Clever" will keep confidentiality regarding the Personal Data collected, which will continue even after the end of commercial or other relationships with the Client or supplier, in its capacity as Owner of said Personal Data.
- b) Confidentiality notice. In the event that, for any reason, "Clever" finds it necessary to provide your Personal Data to third parties (under the terms provided in the Law or in this Privacy Notice), it will notify said third parties of the obligation to comply with the provisions of the Law and the confidentiality of your Personal Data.
- c) Database administration. Personal Data is managed and protected through the use of databases ("Database"), which are administered only by the persons designated by "Clever" for this purpose, without allowing their use, consultation, management or access to unauthorized persons.
- d) Computer and computer systems. Our Databases are protected by firewalls and computer and / or computer systems focused on preventing and preventing unauthorized persons outside "Clever" from accessing your Personal Data.

6.2. Requests to Limit Use or Disclosure

In case you wish to limit the use or disclosure of your Personal Data, in relation to one or more of the Purposes of the Processing of Personal Data, you can send the respective request in accordance with the procedure established in section 8 of this Privacy Notice, or through access to the links that are uploaded or will be uploaded on the "Clever" internet pages.

7-TRANSFER OF PERSONAL DATA

In the event that "Clever" transfers your Personal Data to any of its suppliers, clients and / or collaborators in order to carry out the Treatment Purposes established in this Privacy Notice, it will do so after entering into agreements with confidentiality and, as long as

- (i) The person to whom they are transmitted agrees to submit the processing of Personal Data to this Privacy Notice, and
- (ii) it is not one of the assumptions established in article 37 of the Law.

8-RIGHTS OF ACCESS, RECTIFICATION AND OPPOSITION

In accordance with the provisions of the Law, you have the right to access, rectification, cancellation or opposition to the Processing of your Personal Data, for which "Clever" offers you the following procedure.

8.1. Legal department "Clever" has designated the Legal Department the custody of Personal Data, which will process your requests and promote the protection of Personal Data within "Clever". For the above, the Legal Department makes the following forms available to you contact and receipt of information and related documentation:

- Email: info@cleverideas.com.mx
- Address: Pegaso # 3692, INT. 201. Suburb La Calma, Zapopan, Jalisco. C.P. 45070.

8.2. Request for access, rectification, cancellation or opposition

As Personal Data Holder, you may submit or send to the Legal Department a request for access, rectification, cancellation or opposition, regarding your Personal Data. Said request must contain, at least:

- Full name and address of the owner of the Personal Data, or other means to communicate the response to your request.
- Documents that prove the identity or legal representation of the owner of the personal data.
- Clear and precise description of the Personal Data with respect to which one seeks to exercise any of the aforementioned rights.
- Any other element or document that facilitates the location of the Personal Data.
- Indicate the modifications to be made and / or the limitations on the use of Personal Data, in accordance with the provisions of section 6.2. of this Privacy Notice.
- Provide the documentation that supports your request.

8.3. Resolution and communication

"Clever" will notify the owner of the Personal Data of the decision made within a period of no more than 20 business days from the date the request was received. This period may be extended by "Clever" on a single occasion for an equal period, as long as the circumstances of the case justify it.

Based on the foregoing, and in accordance with the provisions of the Law, "Clever" will inform the owner of the Personal Data the meaning and motivation of the resolution, by the same means by which the request was made, and will accompany said resolution of the relevant evidence, if applicable.

When the request is appropriate, it will be made effective by "Clever" within 15 business days following the communication of the resolution adopted.

The owner may submit to the Federal Institute for Access to Information and Data Protection (IFAI) a request for data protection for the response received or lack of response from "ho1a". Said request must be submitted by the owner within 15 business days following the date on which the response to the owner is communicated by "Clever", and will be subject to the provisions of the Law.

In the case of requests for access to Personal Data, it will be necessary for the applicant or their legal representative to previously prove their identity. The obligation to access the information will be deemed fulfilled when "Clever" makes the Personal Data available to the owner or by issuing simple copies or electronic documents. In the event that a person requests "Clever" access to their Personal Data presuming that he is responsible and it turns out that he is not, it will be enough for "Clever" to indicate this to the applicant by any means (of those established in this section), to have the request as clear.

The response to your request for access, rectification, cancellation or opposition of Personal Data will be free. It should only cover the justified shipping costs or the cost of reproduction in copies or other formats, which, in due course, will let you know "Clever".

In the event that the same owner reiterates the request for access, rectification, cancellation or opposition of Personal Data in a period of less than 12 months from the date of the last request, the answer to your request may have an additional cost of in accordance with the provisions of article 35 of the Law.8.4. Negativa para acceder a Datos Personales "Clever" may deny total or partial access to Personal Data or to carry out the rectification, cancellation or opposition to their treatment, in the following cases:

- Cuando el solicitante no sea el titular o el representante legal no esté acreditado para ello. Cuando en la Base de Datos de "Clever" no se encuentren los Datos Personales del solicitante.
- When the rights of a third party are injured.
- When there is a legal impediment or resolution of an authority.
- When the rectification, cancellation or opposition has been previously made, so that the request lacks subject matter.

8.5. Consequences of cancellation

The cancellation of Personal Data will give rise to a blocking period after which "Clever" will proceed to delete the corresponding data. Once the corresponding Personal Data has been canceled, "Clever" will notify its owner. Once this has been done, "Clever" may keep the Personal Data exclusively for the purposes of the responsibilities derived from the treatment referred to in the Privacy Notice.

When the Personal Data has been transmitted to third parties before rectification or cancellation and is processed by said third parties, "Clever" must inform them of the request presented by the owner, so that they can proceed to carry out such rectifications or cancellations.

"Clever" will not be obliged to cancel your Personal Data in the cases established in article 26 of the Law. Likewise, when the information collected in the Personal Data is no longer necessary for the fulfillment of the purposes set forth in this Privacy Notice and in the applicable legal provisions, your Personal Data will be canceled from the "Clever" Databases.

9-CHANGES TO THE PRIVACY NOTICE

"Clever" reserves the right to make, at any time, modifications or updates to this Privacy Notice, for the attention of legislative or jurisprudential developments, internal policies, new requirements for the provision or offering of its products and services, or for business practices.

Therefore, in the event that "Clever" modifies the content of this Privacy Notice, it will inform you through any of the forms and means through which the content of this notice is made known to you.

This Privacy Notice was last updated on July 11, 2016. Final considerations - Informative nature of this document. The content of this Privacy Notice is for informational purposes only, so if you wish to express your acceptance or rejection of its content, we invite you to send the corresponding request to the Legal Department of "Clever" through the channels indicated in section 8.1 of this notice.

Acceptable Use Policy (AUP)

1-GENERAL

Clever Ideas promotes a high level of responsible behavior and aims to maintain a service that meets the needs of our customers. To this end, Clever Ideas has created this Acceptable Use Policy to:

- Define acceptable practices for the use of any Clever Ideas service
- Protect the interest, reputation and resources of Clever Ideas and its clients against abuse.

By using any of a Clever Ideas service, the client acknowledges that he has read, understood and agrees with the terms, conditions and notices of this regulation. This PUA is used in conjunction with Clever Ideas' Terms of Sale and Privacy Notice.

In the event that the client resells or repackages Clever Ideas services to offer them to their final clients, the client must ensure that users are aware of and comply with this acceptable use policy, otherwise it is possible to terminate the contract with the user owner.

Clever Ideas complies with all applicable laws regarding privacy referred to in the Privacy Notice.

Any complaints or questions regarding any violation of this AUP may be emailed to info@cleverideas.com.mx, Clever Ideas will reasonably investigate incidents related to such violations and clients shall provide reasonable assistance and properly cooperate with any law enforcement or regulatory authority to investigate reports of criminal, illegal, or inappropriate conduct.

2-RIGHT OF MODIFICATION

Clever Ideas reserves the right to modify the AUP at any time. Said modification will take effect as soon as it is published on the website. The use of a Clever Ideas service after publishing modifications or an update to the PUA will constitute the customer's acceptance of the new or additional terms that result from those modifications.

3-RESIGNATION

Clever Ideas cannot monitor, control and censor the Internet or any content sent or received by the client, its clients or a subscriber, and will not attempt to do so. In no case, Clever Ideas will be responsible for the activities of its clients (or any of its end users or account holders) for any damages resulting from the incorrect, inappropriate, offensive, illegal or illicit use of the services established in this Acceptable use policy or any direct, indirect damages, including, but not limited to, any loss of profits, business interruption, loss of programs or other data. The responsibility to

avoid harmful activities as set out in this Acceptable Use Policy rests primarily with the customer.

It is not common practice for Clever Ideas to monitor customer communications to ensure they comply with Clever Ideas policy or applicable law. However, Clever Ideas reserves the right, where possible, to implement technical mechanisms to avoid any violation of this AUP.

In the event Clever Ideas becomes aware of harmful communications, Clever Ideas has the exclusive power to determine what measures are relevant given the circumstances and can take immediate action, without taking into account the curing periods that may be established in the Terms of Sale.

Clever Ideas is not responsible for the security of communications transmitted through the services and infrastructure of Clever Ideas. Customers are responsible for protecting the confidentiality of their usernames and passwords. Clients may not transfer their account to anyone without the prior written consent of Clever Ideas.

4-USE RESTRICTIONS

Clever Ideas products and services may not be used by clients who:

- Violate any law, regulation or tariff treaty.
- Violates the acceptable use policies of the networks, applications, equipment or services accessed through the Clever Ideas network.
- Infringe the intellectual property and privacy rights of Clever Ideas or others.
- Involves deceptive online marketing practices.

For reference only, some prohibited activities include, but are not limited to, the following:

- Attempting to interfere with or deny service to any user or host (for example, denial of service attacks);
- Attempt to use or gain unauthorized access to the data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site, all the Clever Ideas services or the of any other party;
- Falsify header information, user identification or user information;
- Introduction of malicious programs on the network (for example, viruses, Trojans, etc.).
- Monitor or scan the networks of others without permission (for example, port scanning)
- Successful attempts or breaches of security or interruption of communication over the Internet, including, without limitation to access data, machines or networks to which the client is not a recipient or user or log in to a server or account of that the client is not expressly authorized to

access.

- Execute any form of network monitoring (eg packet analyzer) that intercepts data not intended for the customer;
- Using any program / script / command, or sending messages of any kind, designed to interfere with a third-party client terminal session, through any means, whether locally or over the Internet;
- Sending unsolicited spam through the Clever Ideas network;
- Transmit or receive infringing copyright material, including but not limited to copyrighted music, video, software, books, programs or other published material;
- Transmit or receive obscene, indecent, offensive, racist, defamatory, excessively violent,
- Other activities, whether legal or illegal, that Clever Ideas or any of its suppliers or equal partners determines to be detrimental to its clients, subscribers, operations or reputation, including.

5-CONSEQUENCE OF A PROHIBITED USE

A violation of this AUP by a client or a client's own user is considered a violation of this PUA by the Clever Ideas client. Clever Ideas may take immediate action, regardless of the cure periods in the Agreement, in response to such violation, including, but not limited to, termination of the Agreement.

Additionally, customers who violate this PUA may incur criminal or civil liability. Clever Ideas may refer the offender to civil or criminal authorities for prosecution and, if necessary for the related investigation, will cooperate fully with the relevant government authorities.

In the case of activities prohibited by the client or the client's own user, Clever Ideas reserves the right to charge the client to cover the administrative expenses related to these activities, including, but not limited to, the recovery of the costs of the identification of offenders and restriction or termination of access to services.

6-COPYRIGHT AND TRADEMARKS

All website design, text, graphics and the selection and arrangement are the intellectual property of Clever Ideas and its rights are reserved.

The Clever Ideas trade name and brand, the Clever Ideas logo, and all other related names, design marks, product or characteristic names are registered trademarks and may not be used without the express written permission of Clever Ideas.

Clients acknowledge and agree that copyrights, trademarks, service marks, patents, trade secrets and other proprietary rights and laws protect all content and materials available on this site or through any Clever Ideas service. Nothing on any Clever Ideas website shall be construed or implied in such that it confers any right or license to any intellectual property rights, content,

technology, system, process or related material belonging to Clever Ideas by virtue of what is displayed or posted on any Clever Ideas website.

Terms of sale

1-DEFINITIONS

1.1. ARN: a national regulatory authority in the country where the numbers will be used or any other competent authority to determine the rules, regulations and guidelines applicable to the service offered by Clever Ideas.

1.2. Authorizations: any and all concessions, certifications, registrations, licenses, authorizations, permits or similar authorizations and / or documentation that may be required by any applicable ARN or other governmental entity or agency that has jurisdiction in any country in the provision of the Services.

1.3. Charges: Any set of installation charges such as non-recurring charges (NRC) usage-based charges and monthly recurring charges (MRC) owed by Customer under the Agreement.

1.4. Personal data: data related to a data transmission that contains personal and / or private information of the officers of the clients, employees or authorized users of the Services.

1.5. Service Date: the activation date of a Clever Ideas Service.

1.6. Minimum term: minimum term of the agreement from the date of Service.

1.7. AUP: are the Acceptable Use Policies published on the website. Clever Ideas reserves the right to make changes to the acceptable use policy.

1.8. Subscriber: client of the client is an end user (a person or a private company) using a service provided by the client based on the service provided by Clever Ideas.

2-OBJECT

2.1. The terms and conditions of sale and delivery of the services contained in this document will apply to all orders sent by the Client to Clever Ideas.

2.2. Acceptance by Clever Ideas of the Client's order is made under the express indication and condition that only the terms and conditions contained in this document or any modification or new version thereof will govern and establish the rights and obligations of the parties.

3-SERVICES

3.1. For this purpose, it will be pending to obtain and maintain all the necessary authorizations for the provision of the Service.

3.2. Clever Ideas will do everything possible to guarantee the interoperability of the services so that they are accessible from all mobile and fixed networks. However, as most of Clever Ideas' services are provided over the Internet, it does not guarantee that the service is accessible from all networks.

4-CLIENT OBLIGATIONS

4.1. The Client must pay for the Service in accordance with the commercial conditions agreed in the authorization of a quote and / or service order sent by the Client.

4.2. The Client must comply with all laws, regulations, regulatory conditions and restrictions of use provided for in the regulatory framework applicable in their country. If at any time during the term of the Contract, the Client is informed or the information comes to his knowledge that it is or may be in violation of any legal or regulatory provision, he will immediately adopt all appropriate measures to remedy said violation and comply with such laws. or in all aspects;

4.3. The Client must not use the Service and will require the subscribers not to use it for illegal purposes, including but not limited to the transmission of information or the offer of any service that is contrary to any law or regulation, abusive, harmful, threatening, defamatory, pornographic or that could be considered offensive.

4.4. The Client is responsible for maintaining the data that it requires from its end clients and, if necessary, the Client must make available to Clever Ideas

(i) User information and

(ii) all relevant information regarding customer services to validate a possible violation of the service rules.

5-CHARGES

5.1 Recurring and non-recurring charges will be those established in a quote and / or service order sent by the Client.

5.2 Clever Ideas reserves the right to modify its rates 30 days in advance. Unless otherwise notified, adjusted charges will only be applied for the services requested from the date of application of the new prices.

6-PAYMENT CONDITIONS

6.1. The Client must pay the charges in accordance with this clause and explicitly accepts that it will apply to all charges and credits notwithstanding any other legal or administrative provision.

6.2. Customer payments may be made:

- (i) via the Clever Ideas' web interface with a credit card or PayPal, or
- (ii) a bank transfer in the bank account.

6.3. The charges will accrue from the corresponding service date. The NRC will be invoiced by Clever Ideas upon receipt of a customer order. The MRC will be billed by Clever Ideas monthly in advance or as specified in a quote.

6.4. The invoice will be automatically generated in electronic format (pdf). Any invoice will be due and payable within 10 days from the invoice date.

6.5. If the customer has requested a service, but does not pay the NRC, the order will not be executed. If the Client will not provide sufficient funds on the date the invoice is issued by the MRC, Clever Ideas will send one or more reminders until full payment of the invoice due.

6.6. If the Client makes a dispute in good faith of any portion of any invoice, the Client must pay within 10 calendar days following the date of payment of the invoice, together with the documentation that justifies the dispute of the charges. If the customer does not claim in writing within 30 calendar days, the Customer has irrevocably waived his right to dispute said invoice.

7-TERM AND DATE OF SERVICE

7.1. This Agreement will enter into force on the effective date and will continue for as long as the services are provided under the Agreement, at least for the defined minimum term.

7.2. Client can terminate a service without penalty up to 5 days before the end of the month by sending a written notification to admin@cleverideas.com.mx. In case the client cancels a service after 5 days before the end of the month, the client will pay the full following month.

8-SUSPENSION

8.1. Clever Ideas may, at its sole discretion and without prejudice to any right it may have to terminate the Contract, choose to immediately interrupt the provision of a service until further notice, in the event that:

- a) the Client's trading account has a depleted balance and the Client does not have a minimum necessary balance. For any clarification, Clever Ideas will send one or more reminders by e-mail when an invoice is due.
- b) amounts in dispute are not settled despite one or more reminders sent by Clever Ideas.
- c) for the right to cancel the Contract in accordance with clause 9;
- d) being obliged to comply with an order, instruction or request of an ARN, a court, government, agency, emergency services organization or other competent administrative or regulatory

authority;

e) you have reasonable grounds to believe that the service is being used fraudulently or illegally

f) the Client or its subscriber to the Service violate the conditions mentioned in the service description.

8.2. In the event that Clever Ideas exercises its right to suspend the service in accordance with the clause

8.3, whenever reasonably possible, you must give the Client prior notice.

8.4. Clever Ideas will not be responsible for any loss, damage or inconvenience suffered by the Client as a result of the suspension made in accordance with clause 8.1. Client in no case right to receive any compensation should such suspension occur.

9-TERMINATION

9.1. If the client does not pay an invoice before the due date, and the invoice has not been disputed in accordance with the provisions of this Contract and the Client will not provide sufficient funds, in accordance with clause 8.1

a), Clever Ideas may terminate this agreement and stop providing the Services, after 5 business days prior written notice. In this case, Clever Ideas can deactivate all the services assigned to clients and can make them available to other clients. After deactivation, Clever Ideas cannot guarantee that one or more services can be re-assigned to clients if they wish to reactivate. In case of reactivation of the service, the client will pay a new configuration and activation fee.

9.2. In addition to any other rights, either party may immediately terminate in writing any Service and / or the Agreement if:

a) in relation to the Service, the other party has incurred in a material breach other than those established in clause 9.1 of which it could not remedy within 5 business days after receiving notification of said breach;

b) either party has a seizure order on your company or a resolution is passed for liquidation in a court of competent jurisdiction or if the other party enters into any voluntary agreement with its creditors and the cessation or threat of ceasing to carry out its activity.

9.3. After the expiration or termination of the Contract for any reason:

(i) each party must return or destroy all written or electronic information of the other party,

(ii) cover all amounts owed for the provision of services through the month of completion, will become payable upon receipt of an invoice.

10-INDEMNIFICATION AND LIABILITY

10.1. Each party agrees that it will not be liable to the other for any claims or expenses suffered by the other party, customers or end users due to:

(i) any failure or breakdown of the equipment or of the transmission of the facilities related to the provision of the Services and administered or managed by third parties;

(ii) any loss of data, the quality, the content and the accuracy of the information received through or as a result of the use of the Services;

(iii) fraudulent use of passwords or security codes resulting from loss, theft or disclosure to another person, unless such failure, breakdown, loss or fraudulent use is the result of negligence or default.

10.2. Notwithstanding any other provision of the Agreement to the contrary, in no case will either party be liable to the other for indirect damages or damages suffered by them or third parties with respect to the services, including loss of income, loss of customers or damage to reputation).

10.3. Notwithstanding the specific provisions in the case of infringement or claim for infringement of intellectual property rights under clause 14 of this Agreement, the liability of either party will not exceed the total amount of the charges invoiced by Clever Ideas and paid by the Client in the 3 months prior to the event that caused the liability.

10.4. The parties expressly agree that no claim for loss or damage of any kind in relation to the Agreement shall require more than three (3) months after the date on which the event giving rise to said claim.

10.5. The Client agrees that Clever Ideas is not responsible for Case Services or a part of them are no longer provided by following

(i) the bankruptcy or liquidation of the company providing the services to Clever Ideas or

(ii) a computer attack on a network and Clever Ideas computers. However, in these cases Clever Ideas will use its best commercially reasonable efforts to restore the services or affected parts of them as soon as possible.

11-GUARANTEE

In the case of clients using services or channels greater than the number of channels ordered, Clever Ideas cannot guarantee and is not responsible for any deterioration in quality or interruptions.

12-SERVICE MAINTENANCE

12.1. Except in the case of emergencies, each party must give no less than 5 business days prior to notification of all scheduled maintenance service or alteration affecting the Services. If reasonably possible, each party will endeavor to carry out these activities in such a way as to minimize any interruption in the provision of the Service.

12.2. Any suspension or degradation of service as a result of scheduled maintenance will not be considered a potential credit.

13-OVERWHELMING FORCE

13.1. Neither party will be responsible for any breach or delay in the fulfillment of its obligations, except for the payment obligations for the services provided up to the date of the force majeure event such as fire, explosion, vandalism, sabotage, natural disasters, fires, floods, failures or fluctuations in electrical power, due to reasons beyond the reasonable control of the parties, or for any other reason considered as a case of "Force Majeure".

13.2. The Client and Clever Ideas understand and agree that Clever Ideas will not be responsible for delays in the activation or provision of any service caused by force majeure.

14-INTELLECTUAL PROPERTY RIGHTS

14.1. Each party acknowledges that any and all patents, registered and unregistered designs, copyrights, trademarks and other intellectual property rights of any kind used in connection with the Service will remain the exclusive property of Clever Ideas or its suppliers.

14.2. Clever Ideas may not contribute to damages or legal expenses incurred in relation to any infringement of any third party for intellectual property rights related to the Client's own consumption or its subscribers.

15-CONFIDENTIAL INFORMATION

15.1. Clever Ideas and clients must each treat as confidential all information related to the service, whether before or after the effective date, in relation to the Agreement, including without limitation, all financial information, technical data, related information At the prices of methods, processes, listings, statistics, programs and software, research, development or information that appears as confidential or of its nature and the context of the disclosure should reasonably be understood by the recipient as "Confidential Information" .

15.2. Confidential information shall be deemed the property of the disclosing party and the receiving party shall not disclose it to third parties or use it, except in compliance with the Agreement, without the prior written consent of the disclosing party.

15.3. This confidentiality obligation will not apply to information that the receiving party can demonstrate is:

(i) already known by law by the receiving party at the time it is obtained free of any obligation to keep said information confidential;

(ii) or becomes public knowledge through any wrongful act of the receiving party;

(iii) legitimately received from a third party without restriction and without violation of this Agreement;

16-DATA AND PRIVACY

16.1. Either party will have, by virtue of the provision of the service, possession of the minimum necessary personal data related to its client and / or subscriber.

16.2. The Client must inform the owner of the personal data about their right of access.

16.3. The Client acknowledges and accepts that Clever Ideas may use and / or process personal data:

(i) in relation to the provision of the Services;

(ii) for the purposes of administration, provisioning, billing and reconciliation, verification of customer identity and creditworthiness, maintenance, support and product development, fraud detection and prevention, sales, customer revenue analysis and the information.

(iii) to communicate with the customer by voice, letter, fax or email regarding other Clever Ideas products and services.

16.4. Any owner of personal data may, by written notification to Clever Ideas, withdraw their consent for such use unless it is necessary for

(i) the provision, management, account and invoice for the Services,

(ii) carry out the fraud detection, or

(iii) comply with any obligation, legal or judicial regulatory requirement or other order of the public authority.

17-SESSION OF RIGHTS

Neither party may assign the Contract or any of its rights and obligations hereunder, without the prior written consent of the other party, which consent will not be denied without valid reasons.

18-RELATIONSHIP

Except as expressly set forth in the Agreement, no provision of the Agreement shall be construed to constitute or designate either Clever Ideas or clients as the agent, partner, joint venture, or representative of the other party for any purpose.

19-NOTICES

All notifications, requests or other communications hereunder will be made in writing sent by mail, fax or email and will be deemed to have been received when the delivery confirmation is received.

20-APPLICABLE LAW AND JURISDICTION

This Agreement will be governed by the laws of Florida, USA for all matters arising under the Agreement.

21-ENTIRE AGREEMENT

21.1. This Agreement, including the pertinent service orders and annexes hereto represents the entire agreement between the parties and supersedes and cancels all previous negotiations, agreements or commitments (written or oral).

21.2. In the event of any conflict, inconsistency or ambiguity between the terms of the Agreement, any order of service (s), the interpretation will be resolved by prioritizing such documents in the following order of priority:

- a) Clever Ideas: Terms of Sale
- b) Other proof (s) of the Agreement
- c) the price list on the Clever Ideas website.

21.3. Clever Ideas reserves the right to present new versions of these General Conditions of Terms of Sale for acceptance by the client each time clients make a new request.