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.

- Incident report
- Escalations
- Service Level Agreements (SLAs)
- Equipment Warranty
- Acceptable Use Policy
- Terms of sale
- Acceptable Use Policy (AUP)

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.

- **Send an email to:** support@cleverideas.ai

- **From our web filling the:** Form

> For administrative or financial requests, it is not necessary to open an incident request.
>
> Simply send an email to admin@cleverideas.ai or contact us through our phone line at +1 (305) 677 6828 option 2.

Escalations

Incident escalation procedures depend on the level of service impact, as determined by the incident priority.

Priority Levels:

Priority 1 (P1) – Impact on the entire service
Examples: Server down, agents unable to log in, operations completely frozen, unable to make any calls.

Priority 2 (P2) – Service Degradation or Partial Service Impact
Examples: Unable to update information, Process displays an error, Unable to log a user into the application, Data accuracy, Unable to upload information

Priority 3 (P3) – Impact affecting a small group of users or a request that does not impact service performance (e.g., reports, enhancements, inquiries, etc.).
Examples: Failures that do not affect operations or "Service Requests," such as developments, implementations, integrations, new filters, modifications to existing workflows, or any changes outside the scope of the original requirements.

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
- Service Hours for Priority 3 request is Monday - Friday from 8:00 to 18:00 hrs Central Time

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 using our official channels
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 within our service hours

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.

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.

Acceptable Use Policy

1. GENERAL

Clever Ideas promotes a high standard of responsible conduct and is committed to providing services that meet the needs of its customers. To achieve this, Clever Ideas has established this Acceptable Use Policy (AUP) to:

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

By using any Clever Ideas service, the Customer acknowledges that they have read, understood, and agreed to the terms, conditions, and notices set forth in this Acceptable Use Policy. This AUP shall be used in conjunction with the Clever Ideas Terms and Conditions of Service and Privacy Notice.

If the Customer resells or repackages Clever Ideas services for its own end users, the Customer is responsible for ensuring that those users are aware of and comply with this Acceptable Use Policy. Failure to do so may result in the termination of the agreement with the account holder.

Clever Ideas complies with all applicable privacy laws as described in its Privacy Notice.

Any complaints or questions regarding a violation of this Acceptable Use Policy may be submitted by email to **info@cleverideas.com.mx**. Clever Ideas will reasonably investigate reported incidents, and Customers agree to provide reasonable assistance and cooperate with any law enforcement or regulatory authority investigating allegations of criminal, unlawful, or inappropriate conduct.

2. RIGHT TO MODIFY

Clever Ideas reserves the right to modify this Acceptable Use Policy at any time. Any modification shall become effective immediately upon publication on the Clever Ideas website. Continued use of any Clever Ideas service after such publication constitutes the Customer's acceptance of the revised or additional terms.

3. DISCLAIMER

Clever Ideas does not monitor, control, or censor the Internet or any content transmitted or received by the Customer, its customers, or subscribers, nor does it undertake any obligation to do so. Under no circumstances shall Clever Ideas be liable for the activities of its Customers (or their end users or account holders) or for any damages arising from the improper, inappropriate, offensive, unlawful, or illegal use of the services described in this Acceptable Use Policy, including,

without limitation, loss of profits, business interruption, loss of software, data, or any direct or indirect damages. The primary responsibility for preventing prohibited activities described in this Acceptable Use Policy rests with the Customer.

It is not Clever Ideas' standard practice to monitor Customer communications to verify compliance with this Acceptable Use Policy or applicable law. However, Clever Ideas reserves the right, where reasonably possible, to implement technical measures to prevent violations of this policy.

If Clever Ideas becomes aware of harmful communications or activities, it shall have the sole discretion to determine the appropriate course of action based on the circumstances and may take immediate action, regardless of any cure periods established in the Terms and Conditions of Service.

Clever Ideas is not responsible for the security of communications transmitted through its services or infrastructure. Customers are solely responsible for maintaining the confidentiality of their usernames and passwords and may not transfer their account to any third party without the prior written consent of Clever Ideas.

4. USE RESTRICTIONS

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

- Violate any applicable law, regulation, or treaty.
- Violate the acceptable use policies of any network, application, equipment, or service accessed through the Clever Ideas network.
- Infringe upon the intellectual property or privacy rights of Clever Ideas or any third party.
- Engage in deceptive or misleading online marketing practices.

The following activities are prohibited, including but not limited to:

- Attempting to interfere with or deny service to any user or host (e.g., denial-of-service attacks).
- Attempting to gain unauthorized access to data, accounts, hosts, servers, systems, or networks, or probing, scanning, or testing the vulnerability of any system or network belonging to Clever Ideas or any third party.
- Forging header information, user identification, or other identifying information.
- Introducing malicious software into any network, including viruses, worms, Trojan horses, or similar malware.
- Monitoring or scanning third-party networks without authorization (e.g., port scanning).
- Attempting or successfully breaching security measures or disrupting Internet communications, including accessing data, systems, or networks for which the Customer is not an authorized user.
- Operating any form of network monitoring software (e.g., packet sniffers) to intercept data not intended for the Customer.
- Using programs, scripts, commands, or transmitting messages intended to interfere with another user's terminal session, whether locally or over the Internet.

- Sending unsolicited bulk communications or spam through the Clever Ideas network.
- Transmitting or receiving copyrighted material without authorization, including but not limited to copyrighted music, videos, software, books, programs, or other protected content.
- Transmitting or receiving obscene, indecent, offensive, racist, defamatory, or excessively violent material.
- Engaging in any other activity, whether legal or illegal, that Clever Ideas or any of its providers or business partners determines to be harmful to its customers, subscribers, operations, or reputation.

5. CONSEQUENCES OF PROHIBITED USE

Any violation of this Acceptable Use Policy by a Customer or by the Customer's end users shall be considered a violation by the Customer. Clever Ideas may take immediate action in response to such violations, regardless of any cure periods established in the applicable agreement, including, without limitation, termination of the agreement.

Customers who violate this Acceptable Use Policy may also incur civil or criminal liability. Clever Ideas reserves the right to refer offenders to the appropriate civil or criminal authorities for investigation or prosecution and will cooperate fully with the relevant governmental authorities as required.

If prohibited activities are carried out by the Customer or the Customer's users, Clever Ideas reserves the right to charge the Customer for any administrative costs associated with addressing such activities, including, but not limited to, identifying offenders, restricting access, or terminating services.

6. COPYRIGHTS AND TRADEMARKS

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

The Clever Ideas trade name, Clever Ideas logo, and all related names, design marks, product names, and distinctive branding elements are registered trademarks and may not be used without the express prior written permission of Clever Ideas.

Customers acknowledge and agree that all copyrights, trademarks, service marks, patents, trade secrets, and other intellectual property rights protect the content and materials available on this website or through any Clever Ideas service.

Nothing contained on any Clever Ideas website shall be construed, whether expressly or by implication, as granting any right or license to use any intellectual property, content, technology, systems, processes, or materials belonging to Clever Ideas.

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.

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.