

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.

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