

# 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](mailto: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-GUARANTEES

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.

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