

Terms of USE TECHLEPATIC

1. The matter.....

The General Terms and Conditions of Use and Legal Notice regulate the use of the website located at www.techlepatic.com, in its current name or any other name they may choose to assume in the future (“Website”), of TECHLEPATIC SAPI de CV., a company incorporated under the Mexican Laws, having its registered address at Mexicali Baja California (Mexico) and bearer of the Tax Identification number TEC150202KI7. You can send your communications to our e-mail address contact@techlepatic.com. The Website is directed to individuals resident in Mexico. Users resident or domiciled abroad who decide to access or use the Website will be doing so under their own and sole responsibility and must ensure that the access or use complies with the local legislation. By accessing and using the Website, you (“User” or “Users”) have read and agree to these General Terms and Conditions of Use and Legal Notice (“Terms of Use”) and agree to comply with all its terms and conditions. The User acknowledges and accepts that access and use of the Website is subject to the Terms of Use and Privacy Policy that are in force at the time they accesses.

2. Music Content or Content

Through the Website, TECHLEPATIC provides Users access to various content, information and data supplied by TECHLEPATIC (collectively, the “Content or Music Content”). TECHLEPATIC reserves all rights to change at any given time the service, the structure and the location of the Website and or the Content, as well as its terms of access and use. TECHLEPATIC does not guarantee that the Content supplied through the Website is accurate, complete or up-to-date. By including third party content on the Website, TECHLEPATIC does not become editor of such content and therefore does not guarantee and is not liable for its legality, reliability, value, veracity, accuracy, completeness and up-to-date of the content. In no case will TECHLEPATIC be liable for any damages that may derive from (i) a (possible) breach of third party rights, legality, reliability, value, veracity, accuracy, completeness and up-to-date of contents supplied by third parties; (ii) the inadequacy for any purpose and failure to fulfil the expectations generated by the content; (iii) decisions or actions taken by the User relying on such content. Without prejudice to the above, TECHLEPATIC reserves the right to remove or block the access to any of the contents if made aware that such content is illegal or infringes the rights of others, or is required so by a court resolution or an administrative order.

3. Your user Account in TECHLEPATIC

(a) In order to access certain functions in the Website or use certain Services, the User must register at TECHLEPATIC creating an account for such purpose. By creating an account, you will have to disclose your name and surname, a username, password and an e-mail address, age and country. It is important you keep your password safe and confidential.

(b) The User must notify TECHLEPATIC immediately of any breach in security or of any unauthorized use of your TECHLEPATIC account when made aware of it.

(c) The User accepts to be solely responsible to TECHLEPATIC and other third parties for all the activity that occurs in your TECHLEPATIC account.

4. The Use and access of the Website ;)

Generally, Users will be able to access the Website freely and without cost. You acknowledge and accept that access and use of the Website and its Content takes place freely and consciously under your sole responsibility. TECHLEPATIC is in no way responsible for the use from the Users and or third parties of the Website or the Content, or for any damages arising from that use.

TECHLEPATIC reserves the right to suspend, terminate or cease operating the Website at any time.

The User accepts to make an appropriate and lawful use of the Website and Content in accordance with the applicable laws, these General Terms and Conditions of Use, morality, generally accepted good customs and public order. The User will abstain from;

(i) Making an unauthorized or fraudulent use of the Website and/or its Content;

(ii) Access or try to access restricted content in the Website;

(iii) Use the Website or its Content for unlawful purposes; or contrary to these General Terms and Conditions of Use, good faith and public order; breach of third party rights and

interests; or that in any form might damage, disable or overload the Website or otherwise impede normal use of the Website;

(iv) Cause damages to the Website, or in the system of its providers or other third party;

(v) Introduce or divulge software viruses or any other physical or logic system that may be susceptible of causing damages to the systems of PLAY MOSS, their providers or any other third party;

(vi) Try to access, use or manipulate data from TECHLEPATIC, third party providers and other Users;

(vii) Copy, distribute, or allow public access through any of the public communication forms, transform or modify the Contents, unless there is a previous authorization from the right holder or otherwise legally permitted;

(viii) Delete, hide or manipulate the notes on copyrights and other data that identifies the rights of TECHLEPATIC or third party's rights that have been incorporated to the Content or Music Content, as well as technical devices of protection or any other information mechanism that might be inserted in the Content or Music Content;

(ix) Obtain or try to obtain Music Content by using means or procedures different to those that have been put to this purpose or have been expressly mentioned in the pages where the Music Content is located, or in general, those commonly used for browsing and that don't pose a risk of damage or disablement of the Website or the Music Content.

(x) The user will exclusively introduce content related to music (Music Content) in order to develop is network through music, the content can be introduces as posts (photos, videos, comments, media, links, playlist, events) with the proper filters that handle the music content.

Users that access TECHLEPATIC through social networks or become fans, followers or other of TECHLEPATIC will be subject to these General Terms of Use as well as that of the social network, for which we recommend you first check both privacy policies before creating a profile.

5. Yes, the Copyright Policy

TECHLEPATIC is the owner of all materials on the Website including, but not limited to; texts, images, illustrations, software, audio clips, video clips and any other tools available on the Website that have been exclusively submitted by TECHLEPATIC, excluding all materials supplied by User. to use, copy, reproduce, process, adapt, modify, publish, transmit, translate, display, and distribute such Content through any and all media or distribution methods now known or later devised.

The User is the owner of all information, images, videos, audio, materials and data supplied to TECHLEPATIC through the Website. The User may request the removal of the provided content at any time, unless the information or content has been shared with other Users and they have not deleted it or otherwise copied or stored by other Users. Additionally, and without prejudice of our Privacy Policy, you grant TECHLEPATIC the right and the irrevocable license, world-wide, non-exclusive, royalty-free, fully paid up license to use, reproduce, display, modify, adapt, publish, distribute, copy, prepare derivative works to improve, eliminate, retain, add, analyze, process and commercialize through any media or distribution methods now known or later devised, all content supplied by the User to TECHLEPATIC, included but not limited to, any content generated by the User, ideas, concepts, techniques or data related to the Services or to the Website, without prior consent, notice or compensation to the User or any third party. Any content supplied by the User to the Website, is under their responsibility. Sending us content, you declare and guarantee that you possess or are legally authorized to deliver such content and that it is exact, non-confidential (with exception to personal information), and does not infringe any contractual restrictions or other third party rights. Our Website provides an on-line community and enables (where you can) you to communicate with other Users and with us. By participating in the community you agree and will comply with the following rules:

(a) The Music Content supplied by the User intended to be shown on our Website must not include any illegal content or otherwise indecent, profane, threatening, defamatory, invasive of privacy, or otherwise injurious to third form, and must not include software,

worms, malware, political campaigning, commercial solicitation, chain letters, mass mailings, or any other content commonly known as “spam”.

(b) You must not provide us with a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of the content provided by the User.

(c) You must not submit any content that infringes in any form patents, copyrights, trademarks or other intellectual property rights and / or intellectual property of any person or entity, or that contains any commercial or confidential secret, or ownership information of any person or entity, or otherwise violate the legal rights of any person or entity.

(d) TECHLEPATIC is not liable for the use, misuse or misappropriation that a User might carry out on the content supplied on our Website by another User.

6. Industrial and Intellectual Property

The rights over trademarks, designs, logos and trade names appearing on the Website are the exclusive property of TECHLEPATIC. Any copy or reproduction of the rights that have been assigned under license by third parties to TECHLEPATIC will be prohibited unless otherwise authorized.

TECHLEPATIC is committed to complying with the law. Users agree to respect and follow the laws to which they are subject at all times and will abstain in any case from using our Services to perform acts contrary to the laws of your country as well as international laws, and are obliged not to supply or require any information that infringes any industrial and intellectual property rights or any other law or right. Users must contact TECHLEPATIC they consider to the best of their knowledge a particular information posted constitutes a breach of any current legislation. By this, TECHLEPATIC wants to state its commitment to safeguarding all copyrights and not to sponsor any kind of illicit activity directly or indirectly, such as supplying third parties intermediary services that are later used to infringe intellectual and industrial property rights. The Website includes links and search tools that allow Users to Access third party websites and a series of locations previously authorized by TECHLEPATIC. The User will be able to

link and create playlists with audio and video files from these websites previously authorized by TECHLEPATIC.

These websites previously authorized by TECHLEPATIC are the following:

- <http://www.vimeo.com>
- <http://www.soundcloud.com>
- <https://www.youtube.com>
- <https://www.mixcloud.com>

TECHLEPATIC reserves the right to update with full discretion the above list of websites, and will be able to remove and add as many websites as they may consider adequate. TECHLEPATIC is committed to safeguarding third party intellectual and industrial property rights and expects Users to follow likewise. TECHLEPATIC reserves the right to delete the account of any User that breaches third party rights. In accordance to the laws, TECHLEPATIC will answer immediately to the claims of breach of copyrights contained in the website, and will be reported to the competent authority. If you own a copyright, or are authorized to act on behalf of someone that does, or authorized to act on any right exclusive to copyright laws, or to your understanding and knowledge you believe there could be a breach of any law, please notify us by sending an email to: contact@techlepatic.com.

TECHLEPATIC reserves the right to delete the links to any website if it comes to knowledge that the activities carried out or the content of that website is illegal or constitutes a breach to third party rights. Or in the case that it is legally required by a court resolution or an administrative order.

7. Changes in our terms.....

TECHLEPATIC reserves the right to change these Terms of Use without prior notice, unilaterally, and at any time without needing to give reason or justify the cause. If TECHLEPATIC decides to introduce changes to these Terms of Use, TECHLEPATIC will notify Users of the content of said modifications or changes through the Website. However, Users must check if there have been any changes in the Terms of Use whenever accessing the Website.

If there have been modifications or changes in the Terms of Use, you will only be able to continue using the Services if you accept the new Terms of Use in their totality, including the modifications and changes introduced. After the incorporation of the new content in the Terms of Use, the User will declare to have read and accept all the new content.

In the case of modification, change or resolution of any of the contents of these Terms of Use relating to a sentence or a court resolution issued by a competent judge or tribunal or by an award made by an arbitrator or a court of arbitration, the remaining content that has not been modified, changed, or resolved will remain in force and shall be valid for both parties.

8. Ending the relationship with TECHLEPATIC ☹

These General Terms of Use will remain in force until its resolution by the User or by TECHLEPATIC according to the following dispositions:

(a) If you wish to end your relationship with TECHLEPATIC, you can do so at any time by sending an e-mail to: contact@techlepatic.com.

(b) TECHLEPATIC will be able to end the contract with you at any given time if:

(i) You are in breach of any of the dispositions included in these Terms of Use, or you behave in a way that clearly indicates intent or failure to comply

(ii) It is enforced by law, for example, when the delivery of the Service to the User becomes illegal

(iii) Resumed delivering Services to the Users of your country of residency or the country from where you use the Services.

(c) At the resolution of these Terms of Use, all legal rights and obligations from the User and TECHLEPATIC (or which have accrued during the term of these Terms of Use), or which enforcement must expressly continue after indefinitely, will not be affected by the resolution, and for dispositions included in paragraph 10.e) will continue to be applied to said rights and obligations indefinitely.

9. Disclaimer :o

TECHLEPATIC does not guarantee the availability or continuity of the running of the Website. Therefore, TECHLEPATIC will not be liable for any damages that might arise from:

- (i) Unavailability of the Website;
- (ii) Interruption of the Service or any IT malfunctions, phone disruptions, disconnections, delay or obstructions caused by deficiencies or overloading of the telephone lines, data centers, in the internet system or in other electronic systems, produced during its functioning
- (iii) Other damages that might be caused by third parties through unauthorized intrusions to the control from TECHLEPATIC.

In order to reduce the risk of introduction of viruses in the Website, TECHLEPATIC uses programmes that detect the virus to control all content that Users introduce in the Website. However, TECHLEPATIC does not guarantee the absence of viruses or other elements in the Website introduced by third parties other than TECHLEPATIC and that might cause alterations in the physical and logical systems of the Users or in the electronic documents and files lodged in their systems. In any case TECHLEPATIC will not be responsible of any sort of damages that may derive from the presence of virus or other elements that may produce alterations in the physical and logical systems, electronic documents or files from the Users.

TECHLEPATIC adopts several protection (security) measures to safeguard the Website and the Music Content from third party cyber-attacks. However, TECHLEPATIC does not guarantee that non-authorized third parties are aware of the pages in the Website that are visited by the User, or the conditions, characteristics and circumstances in which the User visits the Website. In consequence, TECHLEPATIC will not be liable in any case for the damages that might arise from said unauthorized access.

10. In General.....

(a) These Terms of Use constitute a complete legal agreement between you and TECHLEPATIC, governing the use of the Services and substituting all other previous agreements between you and TECHLEPATI in relation to the Services. Any other service

conditions with TECHLEPATIC or any of its affiliates is expressly excluded from the General Terms and Conditions of Use

(b) You accept that TECHLEPATIC will be able to send you notifications, including those regarding changes in the Terms of Use, by e-mail, post or by publishing the modifications on the Website

(c) All notifications regarding the right of access, modification, ratification and cancellation of your personal data must be sent by certified post to the following e-mail address: contact@techlepatic.com.

(d) The User accepts that in the case that TECHLEPATIC does not enforce any right or action legally contemplated in the Terms of Use (or found in the applicable laws), this will not constitute a formal waiver to the rights of TECHLEPATIC and the rights and legal actions will remain in full force and effect.

(e) These Terms of Use will be in accordance to the MEXICAN Laws at all times. Any controversy that may occur from the use of the Website on the User's behalf such as issues over interpretation, application and compliance of these Terms of Use shall be subject to the exclusive jurisdiction of the Courts of the State of Baja California (Mexico).

These General Terms and Conditions of Use and Legal Notice have been reviewed and updated on the 8th of June of 2015.

The Techlepatic Team