

## TERMS AND CONDITIONS

These terms and conditions hereinafter as “**terms**”, “**agreement**”, “**T&C**” specifies the rights and obligations between you and user Gcs Fund, S. A. P. I. de C.V.de now, hereinafter referred to as “**kapitalex**” and/or “**us**”), applicable to the visit, access, registration, use of content and/or services offered by Kapitalex through the platform.

## DEFINITIONS

For purposes of these terms of use, and for a better reading and comprehension is defined as the following:

- I. **Kapitalex:** Is the trading company duly incorporated under the mexican laws under the social reason Gcs Fund, S. A. P. I. de C. V., with discharge to the Services of the Tax Administration as an Activity Vulnerable of transactions with virtual assets, sole owner of the platform and its content;
- II. **Platform:** The website [www.kapitalex.com](http://www.kapitalex.com) or applications electronic offered for smartphones and/or tablets via play store or app store or internet browsers such as google Chrome, Mozilla Firefox, which is used to generate, send, receive, store or process of one or the other form, message data, in terms of the provisions of article 89 of the Code of Commerce;
- III. **User or you:** Any person or entity with legal capacity who accesses, registers or use of the platform and/or the services you offer, either directly or indirectly;
- IV. **Law:** Federal Law of Protection of Personal Data in Possession of private Individuals
- V. **LFPIORPI:** Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin;
- VI. **PLD/FT:** Prevention of Money Laundering and Financing of Terrorism
- VII. **Proof of transaction:** Is the receipt or other proof, which is made up of the specific data of the commercial transaction;
- VIII. **Tax receipt and/or CFDI:** Is the digital tax receipt for the internet, in accordance with the provisions of federal prosecutors in force in the country of Mexico. This document tax will be proof of the transaction, provided that the request of the user;
- IX. **Personal data:** Any information concerning a natural person, identified or identifiable;
- X. **Profile generation or degree of risk:** Use of information to evaluate certain personal aspects of the user, including to analyze and predict aspects relating to work performance, economic situation, health, personal preferences, interests, reliability, behavior, transactional, location or movements, among others;
- XI. **Supplier:** The natural or legal person, in terms of the Federal Civil Code that usual or periodically offers, distributes, sells, leases or is granted the use or enjoyment of goods, products and services by means of electronic transactions;
- XII. **Provider intermediary:** The natural or legal person who operates a System of information, through which get in contact with third-party suppliers

consumers to make trade transactions, and may provide, in their case, the conclusion of the commercial transaction, the payment or delivery of goods or provision of services;

**XIII. Commercial transaction or transaction:** the One that involves the offering, marketing, or sale, of goods, products and services using means of electronic, optical, or any other technology to you through the platform;

**XIV. Virtual assets, criptomonedas, bitcoin and/or stablecoins:** The representation value recorded electronically and used among the public as a means of payment for all types of legal acts and their transfer can only be carried out through electronic means. At no time is to be understood as **ACTIVE VIRTUAL** currency of legal tender in the territory of the national currency, or any other asset denominated in a currency or legal currency, regardless of the stablecoins this equated to another asset; and

**XV. Wallet:** users will have a wallet inside the platform where you will be able to see the balance of your virtual assets, Kapitalex in no time manages, much less opening accounts where they are guarded money as legal tender agreement with the Bank of Mexico

The user acknowledges and agrees that the virtual assets which are displayed on your wallet as our own can be associated to one or more public keys controlled by kapitalex instead of the public key of the user, i.e. public key on the alphanumeric code that is used in the blockchain to identify an asset account specific virtual. The user authorizes and grants to kapitalex an irrevocable mandate for us to custodiamos the assets of your wallet in one or more public keys controlled by us;

**XVI. FIAT:** fiat money is the kind of money issued by central banks as the Bank of Mexico, for which it has sufficient validity to be used as legal;

**XVII. Services:** provided by **Kapitalex** by means of the platform and serve as an interface of communication between its users that allows you to connect to the platform to perform the same in accordance with the provisions in these terms.

**XVIII. Currency:** Representation of value recognized by the Bank of Mexico, being able to be mexican pesos, dollars of the united states of america and/or euros

**XIX. TIIE;** Rate of Interbank Equilibrium interest to 28 days according to the Bank Mexico

The headings below are used to help locate provisions, without , however, the interpretation of the same shall be in your content, so you must carefully read the contents of each one of them.

## **1. Acceptance of the terms and conditions**

These terms constitute a contract of provision of services between us and you, being an agreement of wills, and mandatory, so that when you visit, access, register or use any content and/ or services offered on the

platform, you agree to the T&C. The user acceptance linked with kapitalex through a contract legally valid.

In case you don't agree with these terms, or subsequent changes, then you must refrain from using the services offered so immediate, otherwise, will be subject to these terms and conditions.

Kapitalex in case you consider that you have breached the terms and conditions, or laws applicable to you, LFPIORPI or any provision in the AML/FT we reserve the right to terminate without any liability of the services, you release us from any liability to Kapitalex.

We reserve the right to periodically make changes to the T&C and/or the platform, in the event that you do not agree with the terms or the new terms, you must stop using the platform and the services.

## **2. General description**

Kapitalex only enable the services to persons with the legal capacity to be bound according to the mexican laws.

Kapitalex provide all the information related to the services on these terms and your platform, without this meaning that we will be given an advice about it, only we are a broker of services, so that it is only and exclusively the obligation of the user to seek and take advice from a professional in the subject matter with relation to the services.

Despite the fact that we facilitate transactions through the platform, kapitalex is neither a buyer nor a seller of virtual assets offered, nor acts as representative of the users, kapitalex simply provides a space by means of the platform where users can perform their transactions, so that kapitalex assumes no responsibility with regard to the same.

kapitalex is solely responsible for the proper functioning of the platform. The user undertakes to use the platform responsibly, releasing any liability to kapitalex arising out of improper use, wrong, without advice or illegal use of the same.

## **3. Virtual assets, risks, and the opinion of the Bank of Mexico (BANXICO)**

The virtual assets are not currency to be legal tender recognized by the central bank, the entire time that the authority does not consider that it complies with all the characteristics of money (store of value, medium of exchange or unit of account).

Additionally criptomonedas are very volatile, as well as presenting a problem of information asymmetry as a result of the mathematical processes and cryptographic support the active virtual which means that the users are unaware of these processes and in consequence it is not known if the active virtual

have any type of problem that can result in the loss of all their resources.

The central bank believes that you should have a healthy distance between virtual assets and the financial system, regulation, however, does not preclude provide the corresponding services by means of other companies in different institutions financial, as long as they comply with the LFPIORPI.

Amongst other risks that exist for the execution of transactions with assets , virtual way of example, but not limited to, are the following:

- (a) The virtual assets are not coins as legal tender and is not backed up by the Federal Government, not by the BANK OF MEXICO;
- b) The inability to reverse transactions once completed, your case may be; (
- c) The volatility of the value of the virtual assets; and
- d) technological risks, cyber, and fraud inherent to the assets virtual.

For more information kapitalex provides the user with the following link that contains all the information and opinion issued by the central bank and the risks of virtual assets: <https://www.banxico.org.mx/sistemas-de-pago/sobre-activos-virtuales-rie.html>

So Kapitalex is not responsible for the loss of resources for you to use the services offered, so that frees them from all responsibility to Kapitalex and to whom his interest to represent them.

#### **4. User id**

Kapitalex according to the LFPIORPI when you perform one of the so-called Activities Vulnerable according to articles 3 and 17, you have the obligation to identify each user according to article 15 and 18 of the order itself, as well as with all the standards in the field of AML/FT

So Kapitalex by means of the platform will verify the identity based on credentials or official documentation, requesting information on their activity or occupation, owner, beneficiary, among others, and in their case the documentation that allow to check, of the above by means of a questionnaire through the platform.

Kapitalex guard, to protect, preserve and to avoid the destruction or concealment of the information and documentation that would support that identifies it to their users, during the term of the relationship, and up to ten years after the same, whether physical or electronic.

Kapitalex may require the user to update the information and documentation on a regular basis, being the obligation of the user to provide any information or documentation requested by us, otherwise, you will be unable to use the services until not comply with the requirements of identification.

You may request the following information and documentation: full Name, place of residence, address, proof of address, e-mail, RFC, CURP, official Identification issued by federal authorities (IFE, INE, Passport, VISA or ANALOGAS), phone number, name or company name, activity, or object social, administrator's name, charters, authorities, request in writing or electronic form with their respective approval by kapitalex, measures to know the origin and destination of the resources, people who exercise control, actual owners, being natural persons as well as data of the spouse, domestic partner or cohabiting partner, dependent on economic, as well as the societies or associations with which they link economic, in the case of moral people well; their major shareholders or partners, as applicable, in the case of Trusts; same data with respect to the spouse and dependent economic settlors and trustees as individuals, and as societies, and associations with which they link economic, and in respect of settlors and trustees, corporations, their corporate structure, and of its principal shareholders or members, in the case of moral people mercantile in addition, they may request information regarding the name, nationality, home address, social purpose and social capital of the individuals that make up the business group.

All the information and documentation described above is not limited by what that kapitalex may apply to a greater or lesser extent, information, data and/or documentation to each of its users that allow a correct identification and knowledge of the user, as well as for a complete risk mitigation in PLD/FT.

## **5. Requirements and registration to use the platform**

For the registration of the platform, you must have the legal capacity to be bound according to the Mexican laws, so that, at least must have the age of majority (18 years) and not be declared legally incapable or with restricted capacity to contract or to force.

Also, the user must complete the process of identification referred to in the above paragraph to the satisfaction of us.

You will be prohibited to benefit directly or indirectly from the services, to not identify with, you will still be prohibited to use the coddling when it has declared a suspension or disqualification, temporarily or permanently by the authorities on AML/FT.

According to our policies, you consent to from this moment on, to kapitalex through the mechanisms set out in the platform in making and apply for any type of review, audit, data, documentation and other necessary for a correct identification and knowledge of the user, and origin and destination of their resources, as well as to report any competent authority to the breach of the laws on the national territory or abroad, cancel,

limit or suspend your registration and / or visit to the platform or to deny the use of its content and services, as well as freeze or seize without prior notice their assets virtual.

If you are convicted of a crime in the field of AML/FT or in violation of our T&C expressly waive any and all rights you have or have been generated by means of the platform, allowing us to dispose of them in accordance with applicable laws.

Kapitalex uses information for the following purposes:

- (a) Identification and authentication;
- (b) the Administration and management of the platform;
- (c) to Improve the services and functionality of the platform;
- (d) statistical Purposes;
- (e) Sending notifications, promotions, advertising;
- (f) Among others

You acknowledge that the data collected directly or indirectly by Kapitalex are used for their registration; therefore, you agree to provide accurate data and accurate according to the requirements set forth by kapitalex and in accordance with the policy of privacy of Kapitalex.

## **6. Account**

After completion of successful registration, the user will have created an account in the platform, "account", consisting of a name or email of user and a password created by you, the income from the account and password will have the same effects that a signature in electronic form in connection with each transaction made by you.

The account is unique, individual and indivisible, so that, the user may not assign, or sell the rights of the same, as well as are strictly prohibited to be used by a third party, the user is the only one who knows the password of their account, so that is its strict responsibility to maintain the confidentiality of the same, as well as the devices that store such information.

The user must notify Kapitalex on any entry, attempted entry, or unauthorized use of account, in immediately, with the purpose of us to perform the actions at our disposal to protect their virtual assets and account in general, without this meaning that we are responsible for any total or partial loss of the same, because, as he insists, the use of your account, your password is your digital signature and therefore authorization to perform any service, so that you are solely responsible.

For the use of the services kapitalex may request in its sole discretion levels of validation.

Refrain from using the platform or your account in public places such as, among others, internet cafes, hotels, airports or any other place where there is guaranteed

the computer used to access the service is free to any software malicious.

It is recommended that the user protect their computers and/or devices against malicious software with at least a firewall updated, antivirus and anti-spyware, to check that you always log out once you are done using the services of the platform, as well as reviewing all of the recommendations that we give to our users.

## **7. Exchange of information**

You agree, acknowledge, and agree that Kapitalex may share your information and documentation to other companies of the same economic group, the provider or the provider's broker or third parties, as well as to the competent authorities when required to do so as the Financial Intelligence Unit, the Service of Tax Administration, the Secretary of Finance and Public Credit Commission National Banking and Securities or any other authority or body that was competent in the field of AML/FT or for the enforcement of any law.

Kapitalex guarantee that any exchange of information is carried out by the signature of agreements or contracts whose object is the privacy and confidentiality of your data.

## **8. Cancellation**

The users at any time, may request their cancellation or registration as users of the platform, in order to provide for termination of your registration as a user, you will need to have your account in zeros, if there is a balance on your behalf must remove them by any means authorized to perform that operation. Kapitalex will require the user information or documentation extra to know the reasons in that it terminated the contractual relationship and, subsequently delivered to such information, and making sure that your account is at zero, it will proceed to the cancellation of your account with us. In case you do not comply with this agreement, it shall be deemed that it is their wish to continue the contractual relationship with us.

## **9. Blocking or deletion of your account or register**

Kapitalex in case you have doubts about the accuracy and adequacy of their identification as a user or on the origin and destination of resources, block or cancel, accounts it deems in violation of the laws and regulations in the field of AML/FT. Kapitalex is a society committed to the prevention and suppression of these unlawful acts, requesting the information and documentation it deems necessary to each user in order to mitigate the risks in a PLD/FT and failing to report to the appropriate authorities any type of event or operation that would violate the laws or have an indication that it may be violating the law in the field of AML/FT.

Kapitalex, shall immediately suspend the performance of acts, operations, or services with users, which the secretary of finance and public credit, or authority

foreign competent report using the list of blocked persons, which will be non-confidential, as well as to any determination of the authority of administrative, fiscal or judicial.

The suspension ceases to have effect when the user is removed from the list of person blocked or has compurgado no penalty or be acquitted of the offence that he has attempted to impute, the secretary of finance and public credit shall establish its parameters to enter on such a list, so that it is obligatory for you to investigate the assumptions that may appear on the aforementioned list.

Blocking, suspension or termination by what is established here will be automatic without the need for you to market the virtual assets with that account in your wallet, so you agree and released of any liability of Kapitalex by what is established here.

#### **10. Keys private Key**

As a general rule, kapitalex does not provide or issue to the user criptomonedas, or kept individually the private keys associated with the same, if you want to have control of their criptomonedas and private keys are associated to the same, shall withdraw their virtual assets to a wallet other than the kapitalex over which you have total control of the same.

However, at the request of you by means of the mechanisms made available by means of the platform, we will be able to offer a unique service in safety in our rotation, consistent key-joint, that is to say, you user operates a key safe and the other, in this way, it is impossible, move or stolen funds without the signatures joint, the options that we make available to you are the following:

1. Configuration wallet Electrum Multisign (Electrum MultiSign Wallet Set Up)
2. Configuration wallet Trezor Multisign (Trezor MultiSign Wallet Set Up)
3. Trezor Sign Deposit Document (Trezor Sign Deposit Document)

When you select any of these three (3) options, kapitalex by means of the platform and its mechanisms enabled to do so, explain the way of registration and way of operating, so that, once accepted any of these three (3) options, you declare that you have read, consult with a professional in the field and understand how they work, releasing from this point of any responsibility to kapitalex.

In kapitalex we've developed a single solution to protect the funds of the user in the event that they lose their private keys and/or seeds support – signing a transaction warranty in the future. To accredit a deposit on our platform, the user will be required to sign a transaction in the future (30-day) by the total of the deposit. in this way kapitalex can recover the funds from the user once within the 30 days.



## 11. Services

The user will have a wallet where you will be able to through the platform to perform the operations of purchasing, receiving, storage, shipment and sale of criptomonedas, allowing users to perform any transaction in which the right suits you. We have no control or responsibility for the products or services that are paid for, nor do we guarantee the identity of any user or other party or ensure that a buyer complete a transaction.

We facilitate transactions through the platform, kapitalex there is neither a buyer nor a seller of virtual assets offered, nor acts as representative of the users, kapitalex simply provides a space by means of electronic where users can negotiate and perform their transactions, by means of the platform, so that kapitalex assumes no responsibility with regard to the services offered and/or purchased.

So kapitalex by the middle of the platform, offers;

The technical tools and the storage space that allows the USERS registered on the platform offer positions related to the services, by means of the mechanisms provided on the platform, so that the technology offered by kapitalex by means of the platform facilitates communication between all registered users.

Kapitalex is not an adviser for the exchange, purchase and sale of virtual assets.

**BY USING OUR WEBSITE AND MOBILE APPLICATIONS AND THE ACCEPTANCE OF THESE T&C, YOU ACKNOWLEDGE AND AGREE THAT KAPITALEX IT IS NOT PROPOSED TO CAPTURE THE RESOURCES OF THE PUBLIC, NOR PROVIDE IT TO ANY THIRD PARTY, BUT THE PLATFORM REGARDLESS OF WHETHER IT IS FOR WEB SITE OR MOBILE APPLICATION IS A MEDIUM FOR EXCHANGE, TO BUY OR SELL VIRTUAL ASSETS, WITHOUT KAPITALEX IS IN ANY WAY OBLIGATED TO EXCHANGE, BUY OR SELL, TO ENSURE OR GUARANTEE THAT IT CAN BE EXCHANGED, BUY OR SELL, OR TO MAINTAIN A MEDIUM TO INETRCAMBIAR BUY OR SELL.**

The user to log in to your account, you may apply for through the platform the purchase of a virtual asset enabled on the platform to change pesos mexicanos in favor of the holder of the criptomonedas.

You in case you have in your wallet virtual assets you can sell them when some other user is interested in, after confirming the purchase, you will receive the money in mexican pesos in any account opened by a financial institution to its name and declared by you.

The user agrees that the existence of virtual assets in your wallet for any period of time will not creditor or beneficiary of any type of returns unless Kapitalex explicitly set it for a product or service specific.

## **12. FASTEX**

It consists in the purchase and sale of criptomonedas or stablecoins, for weights mexican and/or any currency authorized by kapitalex through the platform, with others of us so that you can perform the following transactions:

- a) Purchase any virtual asset enabled and available on the platform, once confirmed the purchase, the wallet you will see the balance criptomonedas to your favor.
- (b) The sale of virtual assets that are available in your wallet to other users.

Kapitalex will be available to the user the corresponding quotation to perform the transaction, which must be accepted by the user, once confirmed it will run immediately, the user will not be able to cancel the transaction once confirmed.

Usually other users kapitalex act as counterparty for the transaction, however, from time to time we may act as such, or hire a third party to do so, as long as you trade within the platform.

The shipment or sale of criptomonedas will require that there be in the account the amount and type of virtual asset specified, and in all cases shall be subject to the payment of any debt that you have with us, whatever the reason for it. The quote provided by kapitalex only be kept for the period set in the platform.

## **13. LOANEX**

Kapitalex gives lines of credit with warranty, where, depending on the Bitcoins with the user account, you may request a credit in foreign currency, we charge 1% as commission for opening which will be paid at the start of the credit.

The user may request a credit to kapitalex depending on the balance you have in your wallet of Bitcoins, in which the price of the same will be taken as the equivalent to fifty percent (50%) the day on which it is accepted your application to a line of credit, that is to say, the guarantee and the credit is 2-to-1.

The line of credit is granted with an interest rate of TIIE, in addition, we may apply a rate of additional interest depending on the risk of capitalization of you, which will be subject to change prior notice.

The user should to pay off the loan plus interest at a term of up to twelve (12) months at the discretion of kapitalex, so we will provide you an amortization table for credit.

In case of non-payment total of two or more monthly payments of conformity of the amortization table, kapitalex reserves the right to sell the Bitcoins with the aim of covering the amount due with interest projected. You agree that the total amount of the sale of the Bitcoins will be the property of kapitalex.

Additionally, if the virtual assets will begin to depreciate, you consent to kapitalex sell the same for the purpose of covering the amount due with interest projected.

You agree that kapitalex serves as a repository of Bitcoins in warranty, as well as to dispose of its rights in case of default of two or more payments, accepting that we may dispose of them as we want.

#### **14. PAYEX**

By Payex, we buy the virtual assets of the user at a price determined on the platform, avoiding the problems of volatility. The user by means of the platform sets the amount that you would like to receive currency and kapitalex to carry out the conversion and will indicate the quantity to receive in virtual assets.

Payex also operates as a payment processor between the user and a third party, or trade, as it allows users to pay with a virtual assets to businesses or third parties through us where trade or a third party you will receive in currency the payment of the same, as kapitalex as mentioned in the first paragraph you purchase the virtual assets of our users at a given price.

You agree that kapitalex to serve as its agent to receive and disburse the assets to your name, as well as perform any and all actions necessary to provide the service.

#### **15. Historical and vouchers digital**

Within the content of the platform, you can check the historical records of their positions, however, kapitalex reserves the right to adjust, amend or reconcile their records when they are needed, accepting and paying you any balance to their charge.

In case of any error in your history, you have a period of 15 days natural once you enter in your history, to request clarification corresponding, in the event that you do not generate the clarification, as appropriate, will be deemed that you agree to and acknowledge movements identified in its history.

If you want a tax receipt, kapitalex only issued to those for the amounts of the commissions that kapitalex charges for the use of the platform and its services more tax, tax receipt that you can apply at the following e-mail address [support@kapitalex.com](mailto:support@kapitalex.com) being his sole responsibility of the user filling out the requested data to your billing, we can not be responsible for any error or omission. you can modify your rfc billing from way back, but may not be altered invoices generated above, you have already been postmarked no on the sat, in case of an error in your rfc, the system will automatically generate an invoice with rfc generic, releasing any liability to kapitalex.

It is reported that by the time we are not aware that there is regulation specific tax that is applicable to the virtual assets. it is your responsibility to consult with a professional about how you should make the tax treatment of their virtual assets, the profits or losses related to the same or any other aspect of any linked.

## **16. Commissions**

The user agrees to pay Kapitalex the commissions agreed upon in the present T&C, the commissions may be modified at any time by us, you agree and acknowledge the same at the time of any transaction. The user authorizes kapitalex of deducing, from the operation of any applicable fees pursuant to the terms and conditions.

All the positions of the purchase or sale made through the platform will be subject to a commission in favor of KAPITALEX, which shall conform to the following:

- (a) 0.5% (Zero point five percent) for the purchase of each active virtual available.
- (b) 0.5% (Zero point five percent) from the sale of each active virtual available.

The services provided by third parties through the platform will not generate a charge or extra commission, however, it is the responsibility of each user to know their terms and conditions, so that, when you use the services provided through the platform, you agree that you have read, known, and accepted, the commissions of us, and that knows and understands the terms and conditions of the third parties involved, freeing kapitalex from any liability arising out of the same.

There may be charges for recovery in the case of funds crusaders; an anchor of a criptomoneda to an address that is not compatible or not supported with kapitalex is considered as a background crossed.

You must request a retrieval within five (5) calendar days in which occurred the background of cross kapitalex will study the feasibility of recovery of the same

and in his default, only we will try to recover the funds crossed, not ensuring the success of the recovery of funds by the crusaders, to such effect kapitalex be charged a fee of feasibility study and attempt recovery of funds crossed more taxes. You agree and understand that the application of the recovery of funds by the crusaders, may or may not have a favorable outcome to their pretensions, in case of not being able to retrieve those funds crossed, you release kapitalex of any liability or obligation generated by the concept of funds crusaders.

## **17. Funding and withdrawal**

Kapitalex allows you to make the deposit or withdrawal of fiat, and be able to use the channels available on the platform for the purpose of depositing or withdrawing fiat, without , however, you acknowledge, and agree that such channels are provided by outside companies, suppliers, vendors and/or third parties that are not controlled by us, so that the responsibility of pampering is between the user and them. Such channels may be by means of transfer SPEI, SWIFT or SEPA (MXN, USD, EURO) and/or Bitcoin (BTC), they may vary at any time, so the user must constantly review these terms.

Your account with us is not at any time or will be in the future, a bank account, nor are we raising transactions for the accounts of each user in kapitalex serve with the sole purpose of verifying that it has the necessary resources to perform any type of transaction, your resources you are in bank accounts separate to the commercial operation of the us, so that we do not use them in any operation of financial intermediation.

When you fund your wallet with currency is automatically converted into stablecoins such a way that the balance reflected in your wallet is comprised of virtual assets, insitiéndose that Kapitalex does not constitute a bank account, or we pickup operations, nor do we give yields.

Kapitalex you can restrict the channels at any time and without liability , in case of request express any authority, or, if we suspect any transaction that is unusual in your account.

## **18. Third parties**

Kapitalex can provide some links to other websites of third parties, such as suppliers or vendors for the purposes of the service provided, we do not guarantee the authenticity, effectiveness, legitimacy of the information that is contained in third party sites.

The user acknowledges and agrees that, that in the execution of a transaction can intervene a third party, or suppliers or vendors, so that they can adjust their products and services to their own terms and conditions and privacy policy that will be accepted by you in order to be able to access the

services. In the event that the terms and privacy notices contradict the our, shall govern these T&C.

#### **19. Limits of responsibility**

Kapitalex does not guarantee in any way the continuity and availability of the contents or services offered through the platform, however, kapitalex to perform the actions according to their possibilities to maintain the good functioning of the platform, without supposing any responsibility for part of us.

Kapitalex will not be responsible or warrant that the content or software that can be accessed through the platform, will be free from bugs, software, malicious, or that is likely to cause some level of damage to software or hardware on the computer through which the user accesses or uses the platform. if by the use of the platform and, as a consequence go to a technical service or replace equipment or data, we are not responsible for such damage generated, much less we are not responsible for these expenses. it is the responsibility of the users at all times maintain backups of their computers.

Kapitalex not be responsible for damage that may be caused by the improper use of the platform. In any case kapitalex will be responsible for losses or damages of any kind arising from the access or use of the platform.

Kapitalex puts all their effort in implementing all procedures to minimize the risks of abuse, hacking, or insertion of a virus on the server and/or on the platform. without this resulting in any liability to us, we also put a lot of effort in to ensure the maximum safety of the content on the platform.

Kapitalex can't commit to absolutely guarantee, the liability for breaches, hacks, or insertion of virus on the server and/or the platform and/or in the emails sent, in spite of all the precautions taken by kapitalex to ensure that all the information transmitted through the plataformsa is true and accurate, kapitalex can not be held liable for any false information and/or application services offered by the usuaruio, as for any false information and/or communicated between users, or for damages relating to or with lead to damage in the result.

Kapitalex will not be responsible in any way for failure of independent systems beyond its control, including computer networks, phone and communications, internet, in no event will we be liable in case of force majeure (strikes, failure of the internet, etc).

The platform may include links to other web pages, so that kapitalex not responsible if you access third-party websites, for what it is

the responsibility of the user or visitor to the use of, access to and knowledge of policies of the third party.

Kapitalex does not warrant that the platform is free of any computer virus or other mechanisms that are harmful to your equipment.

All users acknowledge and accept that all transactions made, performed or carried out by means of the platform are carried out only under its strict liability, being the user the only responsible of advice and assess the potential risks arising from services provided in the platform. kapitalex consequently do not acquire, and you release us from any and all liability in connection with any decisions that you make each user.

The user acknowledges and agrees that they have read and understood the t&c, as well as agree to acknowledge and accept the information contained in chapter v asset risk virtual.

kapitalex is not responsible for the operation and the underlying protocols related to a network of virtual assets and that we do not guarantee the functionality or availability of the same.

In any case, the use of the contents and services provided through the platform is translated as an investment advice, accordingly, does not exist or will exist at any time a relationship of investment advice between you and us, as a result, you acknowledge and agree that you are solely responsible for the use of the contents and services, as well as to understand the nature, risks, potential value for you, freeing kapitalex from any liability or obligation arising from this.

Kapitalex be denied access and log loud and clear to any person who seeks to obtain a registration as a user and who has jurisdiction in the countries of democratic republic of north korea and iran, countries in which the group of the financial action (fatf) makes a call to have significant gaps. In that same sense, kapitalex may refuse to enter into relations with the jurisdictions to which the fatf make a call by having strategic deficiencies. in consequence, kapitalex may also deny any type of transaction derived from the services to the countries in which the fatf make a call.

Each user that accesses the platform, or that by means of it you use the services, agrees to indemnify kapitalex in respect of any damage or harm that we caused, as a result of any fact, act or omission of the user associated with the access to the platform or the services made available by means of it and agree that in order to recover any such damages, or damages kapitalex be able to use the resources that are in any user's account or to exercise your rights against the user, according to the applicable law.

## **20. Prohibitions of users**

The use of the platform will be for the purposes set forth in the T&C, in consequence, it is prohibited to all users the following:

1. Provide information, data, documentation that does not correspond or not help your proper identification, and knowledge as a user or to learn about the origin and destiny of the resources;
2. Use any mechanism to prevent or try to prevent the proper operation of the platform or any activity arising from the same;
3. Attempt to obtain the source code of the platform of any program software, hardware, or similar that contains or constitutes a part of the platform;
4. Alter any payment code, bar code or any document kapitalex.
5. Use the site as a means of collection to the third party;
6. To collect funds, participate in and/or marketing, pyramid schemes, or any operation contrary to the law or affects in any way to users, third parties or the mexican financial system;
7. Affect the services that we offer through the platform, with any threat computing, software, hostile, or other material or technology harmful to the platform.
8. To publish false content, postures false, propaganda and political and/or religious, commercial messages (SPAM) or any chain letter or content of the user who has as a purpose to deceive the users of the platform;
9. Use or intend to use, whether directly or indirectly, in whole or in part the platform and services offered, as well as the contribution or fundraise of any kind for the commission on national territory or abroad the crime of financing terrorism, national or international, acts of terrorists, individual terrorists or terrorist organizations. As established in articles 139 quarter, as well as those who expect the laundering of money according to article 400 bis of the Federal Criminal Code;
10. Use the platform to send, reproduce or publish files in violation of the rights of property;
11. To link in any way the platform or the services to promotions cannot requested, political campaigning or commercial messages (SPAM) or any chain letter or content designed to deceive or to obtain benefits improper;
12. Use meta tags or any other hidden text by the name of kapitalex or any other name or trade name, or social and/or rights of intellectual property owned by us; and
13. Among others

## **21. Password recovery**

For the case that the user forget or lose your password you can recover it through the platform or in his absence, may contact to the following address:

[support@kapitalex.com](mailto:support@kapitalex.com)



The user accepts and acknowledges that we do not have access in no time to your passwords, because the platform is encrypted. Kapitalex is not responsible for damages resulting from the violation of such measures on the part of third parties that may use public networks or any other for access to such information or in case there is fault or negligence on the part of you.

## **22. Assignment**

Kapitalex may assign any of its affiliates, shareholders, partners or third party platform and all that it entails as their rights and obligations emerging to these terms and conditions, if any, shall be notified to the regard to the users.

The user may not assign your rights or obligations arising under these terms, as well as your own, unless prior express authorisation, duly signed by a representative with powers of kapitalex.

## **23. Notifications**

The user accepts and authorizes kapitalex any notification arising from the enforcement of the terms is made by electronic means to the email designated for such purpose by you or by the platform.

Kapitalex does not send emails requesting any type of information personal unless you are the purposes of these terms, so you should ignore, delete, or do not answer emails that appear to come from us, in which personal information is requested, avoid open hyperlinks in the body of the same, verify that your computer is free of viruses and update the security mechanisms, as well as notify kapitalex in the event that you consider that some of their elements of security of the count can or it was stolen, lost or accessed.

## **24. Unclaimed funds**

In the event that your account is cancelled for any reason and have not withdrawn the funds, kapitalex within your means will make an effort to communicate via e-mail with which you registered that account with the balance to your favor, and that you have forty-eight (48) hours for removal or for your CLABE bank made available to us in the identification requirements and knowledge of user we arrive, notifying the same to you via e-mail, this is at the sole discretion of us.

Given the event that you have not put at our disposal the information necessary for us we could perform such acts shall, within a period of ninety (90) calendar days immediate post-48 hours sent the e-mail, kapitalex may make available such credit balance to the authorities or at the election of us in favour of a charitable institution, understanding and agreeing to you is in accordance with what is established here.

In all cases, we will require the user to remove their funds when an account is closed, is inactive, to exceed the limits, or which for any reason has terminated the contractual relationship between the user and us. in the event that the user does not remove their funds, kapitalex will perform any of the actions described previously.

## **25. Privacy policy and data protection**

In accordance with the provisions of the Federal Law of Protection of Data of Personal Possession of Individuals, kapitalex undertakes to adopt the necessary measures at its disposal to ensure the privacy of the data collected by linkedin in a way that ensures their safety and to prevent their alteration, loss or unauthorized use.

In addition, to effect compliance with what is established in the Federal Law of Protection of Personal Data in Possession of Individuals, all personal data that is collected via the platform, you will be treated in accordance with the principles of legality, quality, purpose, loyalty, and responsibility.

All processing of personal data, the use of financial data or economic, will require express permission of their holders, however, this may be through the platform using the mechanisms that are enabled for that effect, and in any case give you the greatest diligence and care to this type of data.

The same happens in the case of sensitive personal data, we consider that these those that due to improper use can lead to discrimination or disclosure carries a risk for the owner.

At all times it shall be ensured that the personal data contained in the databases or data files in his case are used, are relevant, correct and up to date for the purposes for which they were collected.

The processing of personal data is limited to the fulfillment of the purposes provided in the Privacy Notice which is available at the following e-mail address:

[https://www.kapitalex.com/#!/doc/privacy\\_policy](https://www.kapitalex.com/#!/doc/privacy_policy)

The platform may include hyperlinks or links that allow access to pages, web third-party other than kapitalex. The holders of these web-sites will have their own privacy policies and data protection, for which kapitalex not assume any responsibility for the data that san provided by the user through any website other than [www.kapitalex.com](https://www.kapitalex.com)

Kapitalex reserves the right to modify its Privacy Policy, according to your needs or arising out of any change in the legislation.

Access or use of the platform after any such changes, will signify your acceptance of these changes.

On the other hand, the access to the platform may involve the use of cookies, which are small amounts of information that are stored by the browser used by the user.

Cookies facilitate navigation, make it more user-friendly, and do not harm your device for navigation, for this, you can gather information to login to the platform, to store the preferences of the users, as well as the interaction they have with the platform, for example: the date and time you access the platform, the time that you have made use of this, sites visited before and after of the same, the number of pages visited, the ip address from which you access the user, frequency of visits, frequency, nature, amounts of their operations, etc

This type of information will be used to improve the platform and comply with the provisions of a general nature in the area of AML/FT, detect errors, and possible needs that USERS may have, to the foregoing effect to offer users content and services of best quality. in any case, the information that is collected will be anonymous and will not identify individual users.

In case you reject the use of cookies (fully or partially) the users will be able to continue making use of the platform, though they might be disabled on some of the functions of the same.

It is possible that in the future these policies with respect to cookies change or update, it is therefore advisable to review the updates that are made to these terms and conditions, with the objective to be properly informed about how and why we use cookies that are generated when you enter or make use of the platform.

Users acknowledge that the platform collects the following information:

- a) personal Information: which is used to identify and to know the users include: your name, business or company name, address, activity, phone, zip code, email address, and/or when applicable credit or debit card number and/or credit, account statements, statements, RFC, CURP, and other information and documentation to the compliance of laws in the sphere of AML/FT.
- (b) aggregate Information: this is information that does not personally identify the users, and to describe their demographic and usage patterns of the site /web platform.

All information referred to above will serve to create a database, the property of kapitalex, information that is stored to prevent its loss, misuse or alteration.

kapitalex agrees to use the information regarding the privacy notice in effect.

Users empower kapitalex to provide the information in accordance with chapter xiv exchange of information.

## **26. Copyright and industrial**

Kapitalex by itself or as an assignee, is the holder of all the rights of intellectual property, copyright and industrial platform, understanding by this the source code that makes it possible to its operation, as well as, processes, know-how, software, creation, idea, invention, systems, tools, content, codes, prototypes and other elements that distinguish it. they are therefore protected by the mexican legislation in the field of intellectual property and industry, as well as the applicable international treaties. therefore, it is expressly prohibited the reproduction, distribution, or dissemination of the contents of the platform, for commercial purposes or otherwise, in any support and by any means, without the authorization of kapitalex. We reserve the right to take any action arising out against you.

The users are committed to uphold the rights of intellectual property, copyright and industrial kapitalex.

On the other hand, the users, the user shall not remove, alter, or manipulate any element, file, or content, of the platform for any reason will perform acts aimed at violating the security, files or databases that are protected, either through a restricted access using a username and password, or because you do not have the permissions to view, edit, or manipulate them.

In the event that the user or any third party consider that any of the contents of the platform in violation of the rights of protection of the intellectual or industrial property, you must report it immediately to kapitalex via the contact data available in the platform and/or through the following means:

E-mail: [support@kapitalex.com](mailto:support@kapitalex.com)

Copyright the content, organization, gathering, compilation, information, transfers, magnetic or electronic, digital conversion, logos, programs, applications, or in general any information contained or published on the Web Site or the Application, all materials on the site and any other site website owned, operated, licensed or controlled by us are information private and intellectual property of us or its associated companies or subsidiaries, for which we reserve all rights over the same, it is duly registered on behalf of a kapitalex, its affiliates and/or its respective owners, in accordance with the laws relating to the rights of author and intellectual property.

## **27. Complementary**

It is the responsibility of the user to keep safe your private keys (key) and a password. in case you don't remember, or lose, or be the victim of any risk of cyber kapitalex not responsible for any kind of loss caused.

At any time and when it deems appropriate kapitalex can do the following: amend, modify, add, delete, improve the content and services, as well as the information and body of the terms and conditions, without prior notice to you, without this giving rise to any right to any compensation or claim any, from this moment you release kapitalex of any kind of responsibility, it being the obligation of the user to review the T&C on a regular basis, since the use of the platform constitutes acceptance of the same.

These terms and conditions constitute an agreement of wills, so that they are binding between you and us, being obligations valid and enforceable in your against, there is currently no law that governs our services in the jurisdiction in which you live or are located, without this meaning that does not comply with the laws in the field of AML/FT.

The simple act of accessing the contents of THE platform or to obtain your registration as a user you agree to what is stated in these T&C and shall be deemed that you have sought counseling with a professional in the matter, so that not only accepts, but manifested to understand the scope of the T&C, the services and the risks in virtual assets, freeing kapitalex of any responsibility.

The clauses according to the applicable law to be declared invalid or ineffective shall not be placed provided that there is no dishonor with it the essence of the T&C, and does not affect the effectiveness and validity of the terms and conditions. the clause affected will be replaced by another which, being in accordance with in accordance with the applicable law, to reflect as far as possible the agreement was initially reached by the parties. for such a course kapitalex modify the T&C when it has knowledge of the above referred to.

The terms and conditions despite the fact that they are in a foreign language, the definitions, concepts and interpretation are subject in the English language.

For the convenience of kapitalex in compliance with the laws in the field of AML/FT, the terms and conditions may be signed using an advanced electronic signature to the e-mail [kapitalex@kapitalex.com](mailto:kapitalex@kapitalex.com) or physically, for such a course will have to be sent to the address identified in the first paragraph of the terms and conditions, the term agreed by us.

Any matter not provided for in the T&C, we will resolve in a period of not more than fifteen (15) working days, and we reserve the right to anything not provided will always be interpreted in favour of us and complying with laws AML/FT, accepting, understanding, and freeing you from this moment on, any liability of kapitalex.

**28. Miscellaneous**

In the event that one or more provisions of these terms are from declaring null and void by any authority or judicial body of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

**29. Applicable jurisdiction**

For the interpretation, compliance with and performance of these terms and conditions, the us and the user agree to be applicable federal laws of the united Mexican States and is subject to the jurisdiction and venue of the courts of Saltillo, Coahuila giving up in this act to those who by operation of law, jurisdiction, or residence, we may be entitled, by reason of his domicile, or for any other reason. The user agrees that all the orders of exchange, purchase, sale, and all the moorings or withdrawals are considered to be made in the territory of the united Mexican States and more specifically, within the city of Saltillo, Coahuila.