

LEGAL NOTICE

TERMS AND CONDITIONS OF USE OF THE Website

"D.R.© Universidad de Monterrey, Av. Ignacio Morones Prieto 4500 Pte., 66238 San Pedro Garza García, N.L., Mexico, 2011"

Welcome to the online platform www.udem.edu.mx (hereinafter referred to as the "Website" or any other link derived from it, referred to as the "Website"). This page describes the terms and conditions of use (hereinafter the "Terms and Conditions") under which the Universidad de Monterrey (hereinafter UDEM) offers any user access to various information provided by UDEM, including but not limited to, information on: (i) general content, data, text, drawings, images, statistics, writings, music, news, software programs, files, graphics, video, photographs, sounds, messages (hereinafter the "Content") made available to you.

OBJECT

By using the Website, UDEM offers and facilitates User access to Content, which includes but is not limited to the following: (i) Information about UDEM, (ii) Academic Programs, including High Schools, Undergraduate Programs, Graduate Programs, and International Programs (exchange programs) (iii) Information related to UDEM activities (hereinafter the "Services").

ACCEPTANCE OF TERMS AND CONDITIONS

These Terms and Conditions govern the use and access to the UDEM Website and constitute a contract of adhesion by any user (hereinafter the "User") to these "Terms and Conditions." It is important to read these Terms and Conditions carefully to understand that you are subject to them and their respective modifications.

By using this Website and/or inducing the use of this Website electronically, the User indicates that they accept the Terms and Conditions absolutely and unconditionally. Therefore, using the Website and/or consulting its information constitutes tacit and unconditional acceptance by the User of the Terms and Conditions. If the User does not accept the Terms and Conditions, they must immediately refrain from using the Website in any of its Content.

CHANGES IN CONTENT

UDEM reserves the right to update or modify the Terms and Conditions and any part of the Content at any time without prior notice to the User of the Website. The User is responsible for periodically reading the Terms and Conditions to be aware of changes and ensure proper compliance as regulations are updated. The User can review the most updated version of the Terms and Conditions at the URL. Using this Website by the User after the publication of any changes in the Terms and Conditions indicates that the User accepts such changes absolutely and unconditionally.

PROPERTY RIGHTS AND USE OF TRADEMARKS

The User accepts that the Content of the Website constitutes "Intellectual Property" of UDEM, understood as "Intellectual Property" including but not limited to all distinctive signs, trademarks, slogan, and trade names registered and/or used by UDEM, as well as inventions (patents), domain names, right reservations, or works protected by copyright and other forms safeguarded by intellectual and industrial property and international treaties, existing or to be generated.

The reproduction, modification, publication, distribution, transmission, display, or execution of the Website Content, without proper written authorization from UDEM, is strictly prohibited.

The User acknowledges that the use of the Website Services will not at any time constitute authorization or a tacit or explicit license to use the intellectual property of UDEM or any of its elements or Content, adhering to the provisions of these Terms and Conditions.

All distinctive signs (trademarks, notices, and trade names) that appear on the Website that are not UDEM trademarks are trademarks of their respective owners. Any mention of any name, brand, product, or third-party services does not constitute or imply promotion or recommendation for such third parties or their products or services.

CONTENT

Access to the Website by the User implies their knowledge, acceptance, and agreement with the following:

- a) That the Content displayed on the Website is, unless otherwise indicated, the property of UDEM.
- b) That the use of the Content may be subject to specific legal provisions, and the User accepts and understands that it is their sole responsibility to observe and comply

with all relevant local, state, national, and international laws, regulations, rules, and guidelines. The User is solely responsible for all actions or omissions that occur because of their use or access to the Website and/or contracting Services, including, without limitation, the content of their transmissions through or to the Website.

- c) That they are aware of the changing nature of the Website and that its limitations, as well as its technical qualities and response times for consulting, querying, or transferring data and information, make it difficult to provide an error-free service.
- d) That various reasons, such as crises, unforeseeable events, force majeure, etc., as well as malfunction or interruption of any other part of the Website, may cause hindrance to access and transmission of information and messages, errors in their transmission, or even temporary interruption of access to the Website, and that such circumstances are entirely beyond the control of UDEM.
- e) That accessing the Website is at their own risk and discretion. If the User disagrees with any request, they may withdraw from the Website.
- f) That it is the User's sole responsibility to take all measures they deem necessary and appropriate to protect their information, software, and computer equipment from possible intrusions by third parties, as well as from possible contamination or corruption caused by harmful programs or codes. The User understands that, by accessing the Website, they are at risk of being victim to such attacks or infections, which they accept at their own risk. UDEM does not guarantee at any time that using the Website will not cause the described damages to the User, their properties, information, etc.
- g) The User accepts that they will be solely responsible for any damage, harm, infringement, or offense they may suffer or cause to third parties by using content obtained from the Internet.
- h) That, unless otherwise stated, using the Website will not at any time constitute authorization or a tacit or explicit license to use UDEM's intellectual property.
- i) The User accepts that by requesting information via email, telephone, fax, or any other communication means, they authorize UDEM to store such information and use it to send the User information about their services, advertisements, among others.

PERSONAL DATA

The User acknowledges that all information and personal data (hereinafter Personal Data) entered and/or provided on the Website are truthful and accurate. If the User does not wish to provide their Personal Data in any part of the Website, they must immediately stop using the Website.

Access to sections of the Website protected by passwords or keys is restricted to individuals who are duly registered and authorized by UDEM. Unauthorized and illegitimate access to the referred protected or restricted access sections may result in the exercise of corresponding legal actions under applicable legislation by UDEM.

UDEM will only disclose information if the User instructs us to do so or in compliance with a specific provision provided by law or by a competent authority.

LIMITATIONS OF LIABILITY

UDEM will not be liable in any case for any direct, special, incidental, indirect, or consequential damages in any way (including, without limitation, damages for business interruption, loss of data, or any other pecuniary loss) arising out of or related to (i) the use or performance of the Website and its Online Services, (ii) the delay or unavailability of use of the Website, (iii) the update or lack of update of the Content, (iv) that the Content has been altered or modified, in whole or in part, after being included on the Website; (v) any other aspect or feature of the Content published on the Website or through links that may be included therein. UDEM assumes no responsibility for how the User uses the Content published on or through the Website and/or the Services. Users are recommended to verify this information by their own means when making a decision based on it. Although the Content of this Website is considered accurate, it may contain technical inaccuracies or typographical errors. UDEM will strive to constantly update the Content of the Website. UDEM does not guarantee that the Website will meet the User's requirements or that the Services will always be uninterrupted, timely, secure, or error-free.

VALIDITY AND SUSPENSION OF SERVICES

The Website will have an indefinite duration. UDEM will always have the right, without any liability, to temporarily or permanently suspend the Website and/or any part of the Content.

SEVERABILITY

If any provision in these Terms and Conditions is declared null or invalid, such provision will be deemed not included and replaced by a new provision as close as possible to the previous provision, and the rest of the provisions of the Terms and Conditions will remain in effect.

JURISDICTION

Considering that the information offered to the User is operated and controlled from Mexico, complying with all applicable laws, regulations, and other provisions, any foreign User who decides to use the Services does so at their own initiative and is solely responsible for observing and complying with any applicable laws or provisions in their country of origin concerning this type of Information.

By using the Website and/or the Services, the User expressly agrees to submit, in the event of any dispute, to the jurisdiction of the courts of Monterrey, Nuevo León, United Mexican States, as well as the substantive and procedural laws applicable to the specific case in force in that State, expressly waiving any other jurisdiction that may correspond to them by reason of their nationality, residence, or place of business now or in the future.

This Terms and Conditions of Use UDEM was written in Spanish and then translated to English. While the English version is considered an authentic translation and provided in good faith from the original, for legal purposes the Spanish version shall prevail in matters of interpretation.