



TERMS AND CONDITIONS

To the Users, we inform you that the following Terms and Conditions are applicable for the simple use or access to any of the pages, web and mobile applications, software and, applications in general, that make up the theranomics.bio Portal (hereinafter and, jointly and indistinctly, the "Portal"), so we will understand that you accept them and agree to be bound by them. In the event that you do not agree with the Terms and Conditions, you must refrain from accessing or using the Portal.

Theranomics SAS de CV and/or its subsidiaries, controllers, related parties and affiliates (hereinafter and, jointly and indistinctly, the "Company") reserve the right to discretionally modify the content of the Portal at any time, without prior notice. .

The User, understood as the person who uses or accesses the Portal, through computer equipment and/or any communication equipment or device (hereinafter the "User"), agrees not to use devices, software, or any other means tending to interfere both in the activities and/or operations of the Portal, in the databases and/or information contained therein.

1. USE AND RESTRICTIONS. The access or use of the Portal expresses the full and unreserved adherence of the User to these Terms and Conditions. Through the Portal, the User will use, contract and/or use various services and contents (the "Services and Contents"), made available by the Company. The Company shall have the right to deny, restrict or condition the User's access to the Portal, totally or partially, at its sole discretion, as well as to modify the Services and Contents of the Portal at any time and without prior notice.

The User acknowledges that not all the Services and Contents are available in all geographic areas and that some Services and Contents can only be used after they have been contracted, activated or previously registered by the User and/or by paying for them. The Company does not guarantee the availability and continuity of the operation of the Portal and the Services and Content, nor the usefulness of the Portal or the Services and Content in relation to any specific activity, regardless of the means of access used by the User. The Company will not be responsible for any damage or loss of any nature that may be caused due to the lack of availability or continuity of operation of the Portal and/or the Services and Contents.

The use of the Services and Contents in the Portal, is the exclusive responsibility of the User, who in any case must use them according to the functionalities allowed in the Portal itself and the uses authorized in these Terms and Conditions, for which the User undertakes to use them in such a way that they do not contravene good customs, the rights of third parties, the rules of use and coexistence on the Internet, the laws of the Mexico and the current legislation in the country in which the User access the Portal and use the Services and Content. The Portal is for the individual use of the User, therefore the Services and Contents may not be marketed in any way.

2. RESTRICTIONS. The User does not have the right to place hyperlinks within the Portal, to use the links of the Portal, nor the right to place or use the Services and Contents on their own sites or pages or those of third parties without prior written authorization from the Company. The User may not prevent any other User from using the Portal or the Services and Content.



3. INTELLECTUAL PROPERTY. The intellectual property rights, industrial property regarding the Services and Contents, the distinctive signs and domains of the Pages or the Portal, as well as the rights of use and exploitation of these, including but not limited to, their disclosure, publication, reproduction, distribution and transformation, are the exclusive property of the Company. The User does not acquire any intellectual and/or industrial property rights by the simple use or access of the Services and Contents of the Portal and, at no time, said use will be considered as an authorization or license to use the Services and Contents for different purposes. those contemplated in these Terms and Conditions.

4. THIRD PARTY INTELLECTUAL PROPERTY. The User agrees that the provisions established in article 3 above regarding the ownership of the rights of the Company, are also applicable to the rights of third parties regarding the Services and Contents of the Pages, domains or information presented or linked to the Portal.

5. QUALITY OF THE SERVICES AND CONTENT AND ITS GUARANTEES. Neither the Company, nor its suppliers or business partners, will be responsible for any damage or loss suffered by the User as a result of inaccuracies, queries made, advice, typographical errors and changes or improvements made periodically to the Services and Content. The recommendations and advice obtained through the Portal are of a general nature, so they should not be taken into account in the adoption of personal or professional decisions. For this, an appropriate professional must be consulted who can advise the User according to their specific needs.

The Company offers the Services and Content with a reasonable level of competence and diligence from a commercial point of view, however, it does not offer any type of guarantee in relation to them. The Portal is provided by the Company on an "as is" and "as available" basis. The Company makes no representation or warranty of any kind, express or implied, in relation to the operation of the Portal, information, content, materials or products included. The User expressly accepts that the use of the Portal is at their own risk. The Company reserves the right to remove or delete any information from the Portal, at any time, at its sole discretion. Neither the Company, nor its suppliers or distributors offer specific guarantees on the Services and Contents; The Company excludes all warranties to the extent permitted by applicable law.

In accordance with the Terms and Conditions, the Company does not assume and will not assume any type of responsibility before any person, derived or that could be derived from the Services and Contents, navigation on the Portal, queries, clarifications and/or any other kind of response given by the Company by any means of communication.

The User undertakes to leave the Company, its shareholders, subsidiaries, affiliates, officers, directors, employees, advisors, attorneys-in-fact, representatives and/or any person related to it, in peace and safe from any liability that may be attributed under and/or in relation to the Portal, the provision of Services and Content or any other derivative of these Terms and Conditions.

The User understands and accepts that the Company will be limited by liability of any kind, in all cases, to the amount paid as consideration for the Services and Contents.

5.1 RETURNS AND CANCELLATIONS. For the safety of the Users, at any time they may cancel the Services and Content they acquire on the Portal, at their sole discretion and without any liability.



The User acknowledges that the charges made to debit or credit cards, due to the Services and Contents, will not be refunded and, when making said payments, they are subject to the Terms and Conditions of the service providers related to these payments.

5.2 SUBSCRIPTIONS. It is possible that for the use and/or contracting of some or all of the Services and Content, the registration of the User is necessary and that the User has an automatic and valid payment method, associated with said registration, a method that may be modified or canceled, at the discretion of the User. In your case, the User will be subject to the Terms and Conditions of the payment platform.

5.3 SHIPMENTS. The Company will not be responsible for any delay and/or non-compliance with respect to the shipments made or through third parties outside the Company, the User accepts the attached risks and is subject to the Terms and Conditions of the service provider in charge of the shipment.

6. GOODS AND SERVICES OF LINKED THIRD PARTIES. The fact that information is offered on the Portal or on other linked sites does not imply the recommendation, guarantee, sponsorship or approval by the Company regarding said information, goods and/or services. The availability of goods and/or services offered by third parties or linked sites is not the responsibility of the Company. By virtue of the foregoing, the Company will not be liable before any authority of any nature, for any matter related to the sale, consumption, distribution, delivery, availability or provision with respect to any of the goods and/or services offered by third parties or by sites linked or linked through the Portal.

Regarding the Services and Content provided by third parties within or through links to the Portal (such as links, banners and buttons), the Company limits itself exclusively, for the convenience of the User, to:

- (i) inform the User about them and,
- (ii) to provide a means to put the User in contact with suppliers or vendors.

The products and/or services that are marketed within the Portal and/or on the linked third-party sites are supplied by independent merchants and it will not be understood in any case that they are the responsibility of the Company. There is no type of labor relationship, association or partnership between the Company and said third parties. All advice, declaration, information and content of the linked third-party pages or within the Portal represent the opinions and judgments of said third party, consequently, the Company will not be responsible for any damage or harm suffered by the User as a result of these.

7. CONFIDENTIALITY. The Company undertakes to keep confidential the information received from the User that has this character in accordance with the legal provisions applicable in Mexico; The Company assumes no obligation to keep confidential any other information that the User provides to it.

8. USE OF NON-CONFIDENTIAL INFORMATION. Through the use of the Portal, the User authorizes the Company, including but not limited to use, publish, reproduce, disclose, publicly communicate and transmit non-confidential information, in terms of the provisions of the Federal Law for the Protection of Personal Data Held by Private Parties, in the Federal Copyright Law, in the Federal Consumer Protection Law and in any other applicable Mexican law.

9. COOKIES. The User who has access to the Portal agrees to receive files transmitted by the Company's servers. A "Cookie" is a data file that is stored on the hard drive of the User's computer when the User accesses the Portal. Said



files may contain information such as the identification provided by the User or information to track the pages that the User has visited. A Cookie cannot read the data or information on the User's hard drive or read the Cookies created by other sites or pages.

Cookies are generally accepted automatically, the User can change the configuration of his browser at any time. In the event that the User decides to reject Cookies, it is possible that certain sections of the Portal do not function optimally or even do not function at all.

10. PERSONAL DATA PRIVACY NOTICE. All the information that the Company collects from the User is treated with absolute confidentiality in accordance with the legal provisions applicable in Mexican legislation.

To learn more about the protection of your personal data, please consult our Privacy Notice.

11. PASSWORDS. At all times, the User is solely and ultimately responsible for keeping secret the access codes that they may have and with which they have access to certain Services and Contents of the Portal.

11.1 ACCOUNTS. The User, when creating an account on the Portal, declares, under oath, that they are at least 18 years of age or the legal age of majority in their jurisdiction; The User acknowledges that any activity carried out with said account or through it is their responsibility and acknowledges that they are aware of and accept the conditions established in these Terms and Conditions and in the Privacy Notice.

12. MODIFICATIONS. The Company will have the right to modify, at any time, the Terms and Conditions, without prior notice and/or consent of the User. Consequently, the User must carefully read the Terms and Conditions each time he intends to use the Portal. Certain Services and Content offered to Users in and/or through the Portal are subject to their own particular conditions that replace, complete and/or modify these Terms and Conditions. Consequently, the User must also carefully read the corresponding particular conditions before accessing any of the Services and Contents.

13. APPLICABLE LAWS AND JURISDICTION. For the interpretation, compliance and execution of these Terms and Conditions, the User agrees that the Federal laws of Mexico and the courts of Álvaro Obregón in Mexico City will be applicable, expressly renouncing any other jurisdiction or jurisdiction. that could correspond to them due to their present or future addresses or for any other reason.

14. CONTACT. The User can contact, at any time, the Company staff for any clarification, comment, doubt and/or suggestion related to the Services and Contents, the Portal and/or these Terms and Conditions at contacto@theranomics.bio.