

The logo for Spark Telecom, featuring a stylized white 'S' inside a white circle, followed by the word 'Spark' in a bold, white, sans-serif font.

Spark

T E L E C O M M

# TERMS AND CONDITIONS

**Historical versions**

Version	Update	Responsible	Date
1.0	Document creation	Legal	-
1.1	Update	Legal	20/12/2022
1.2	Format and design	Process	19/10/2023
1.5	Translation to English	Translation area	19/02/2024



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The subsequent Terms and Conditions regulate the use by **Sparktelecomm, S.A. de C.V.** (or "Spark"), its website, [www.sparktelecomm.com](http://www.sparktelecomm.com) as well as the materials available on or from the site(s). These contain exclusions of warranties and restrictions of liability. Please read carefully before entering the site. Your entry or use of this site comprises your approval of these Terms and Conditions, even if you choose not to read them. **Sparktelecomm, S.A. de C.V.** reserves the right to change these Terms and Conditions by updating this publication. You should visit this page periodically to verify these Terms and Conditions.

#### **Foreword.**

By entering and using this Internet site or portal, whose domain name is [www.sparktelecomm.com](http://www.sparktelecomm.com), property of **Sparktelecomm, S.A. de C.V.**, which will from now on be called "Spark," the Client will be accepting the Terms and Conditions of use contained in this agreement and expressly exposes its consent using electronic means for such impact, in terms of the provisions of article 1803 of the Federal Civil Code.

If the User does not absolutely and ultimately accept the Terms and Conditions of this agreement, the User must refrain from accessing, using, and observing the Website. And if the User accesses, uses, and observes the Website, it will be considered an absolute and express acceptance of the Terms and Conditions of Use stipulated here.

The sole use of the Website grants the general public the status of User (referred to as the "User") and implies full and unconditional acceptance of every one of the general and particular conditions included in these Terms and Conditions. of use published by Spark at the same time that the User accesses the Website.

Any modification to these Terms and Conditions of Use will be made when the owner of the same, in this case, Spark, considers it appropriate, and it will be the sole responsibility of the User to ensure that they are aware of such modifications.

#### **Agreement.**

Adhesion deal for the use of the Website entered into by on the one hand, Spark and, on the other, the User (the "Parties"), both Parties being subject to the provisions of this paper.

#### **License.**

By executing this agreement, Spark grants and grants to the User the non-exclusive, revocable, and non-transferable right to view and use the Website following the Terms and Conditions of Use stipulated herein. For this agreement, the Parties agree that the User will be understood as any person who enters the Website and/or any subpages displaying its content and/or the person of any nature who uses any of the services offered through the page.

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The User may only print and/or copy any information contained or published on the Website exclusively for personal use; the commercial use of said information is strictly prohibited. If you are a legal entity, you will be subject to the provisions of Article 148, section IV of the Federal Copyright Law. The reprinting, publication, distribution, assignment, sublicense, sale, electronic reproduction, or by other means, partial or total, of any information, document, or graphic that appears on the Website for any use other than non-commercial personal use is expressly prohibited to the User unless you have prior written authorization from Spark.

**Software licenses.**

All software open for download from this Website is protected by copyright and may be protected by other rights. Your download and use of such software is conditioned on your agreement to be limited by the terms of the software license agreement or designated legal notice accompanying such software.

**Rules for the use of the Website.**

The User and Spark agree that the use of the Website will be subject to the following rules: Information contained on the Website. The User acknowledges and accepts that the information published or contained on said Website will be clearly identified in such a way that it is recognized that it comes from and has been generated by Spark or its suppliers.

Spark reserves the right to block access to or remove partially or totally any information, communication, or material that, in its sole judgment, may be:

1. Abusive, defamatory, or obscene
2. Fraudulent, artificial, or deceptive
3. Violating copyright, trademarks, confidentiality, industrial secrets, or any intellectual property right of a third party
4. Offensive
5. That in any way contravenes the provisions of this agreement

If the User wishes to obtain more information on a specific topic provided by Spark or its suppliers, they must consult directly with each of them, as appropriate, and/or with a specialist.

The User acknowledges that, by providing the personal information required in any of the services offered on this Website, they grant Spark the authorization indicated in Article 109 of the Federal Copyright Law. In all cases, the User will be responsible for the veracity of the information provided to Spark. Likewise, for the provision of services, the User is obliged to accept the Use Policies stipulated for this purpose.

### **Confidentiality.**

Areas of the Website accessed via the use of a security device (password or otherwise) may contain confidential and/or proprietary information of Spark and its suppliers, including, without limitation, engineering documents, manuals, software, demos, program listings, service prices, data file printouts and other technical and marketing information ("Confidential Information"). By accessing Confidential Information, you agree to maintain this Confidential Information and use the information for the sole purpose of maintaining and supporting your clients. You also agree to use proper care with this Confidential Information, and it will only be disclosed within your company to employees who need to know it, and you agree not to disclose the Confidential Information and not to use the Confidential Information for any purpose not permitted by them. Terms and Conditions. You will not change, decompile, disassemble, reverse engineer, modify, or disclose any Spark Confidential Information you receive to third parties.

### **Linked Sites.**

This Website may include links to other sites and email links. These links are provided exclusively for your convenience. These other sites were developed independently by third parties; Spark assumes no responsibility for the accuracy or suitability of the information contained on such sites. Including a link to another site or mentioning another provider or its products or services on the linked site should not be construed as endorsing that provider or its products or services. If you decide to access such websites, you do so at your own risk. Spark reserves the right to remove any link to this Website.

### **Third-Party Communications.**

This Website may contain material ("Third Party Content") submitted by another User. Spark is not responsible for and does not represent or guarantee any Third Party Content's truthfulness, accuracy, or reliability. Spark is not responsible for selecting or monitoring any third-party content posted by the User of this Website. If Spark is notified of Third Party Content that allegedly violates these Terms and Conditions, Spark may investigate the allegation and determine in its sole discretion whether to remove or request the removal of the third-party content. Spark has no responsibility or liability for the performance or non-performance of such activities. Reliance on any material posted by another User of the Website will be at your own risk.

### **Copyright and industrial property**

Spark and the Spark logo are trademarks or registered brands of Spark and may be used publicly only with the written permission of Sparktelecomm, S.A. of C.V. and with proper recognition. All other trademarks, brands, and names are the property of their respective owners.

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Spark, the Website, its logos, and all material that appears on said Website are trademarks, domain names, trade names, and artistic works property of their respective owners and are protected by international treaties and applicable laws regarding copyright, Intellectual property, and copyright.

The copyright on the content, organization, collection, compilation, information, logos, photographs, images, programs, applications, and, in general, any information contained or published on the Website are duly protected in favor of Spark, its affiliates, suppliers and/or their respective owners, by the applicable legislation on intellectual and industrial property.

The User is expressly prohibited from modifying, altering, or deleting, either totally or partially, the notices, brands, trade names, signs, advertisements, logos, or, in general, any indication that refers to the ownership of the information on the Web.

If the User communicates to Spark any information, programs, applications, software, or general material that requires licensing through the Website, the User at this moment grants Spark a perpetual, universal, unrestricted, non-exclusive license, worldwide and royalty-free, including the rights to sublicense, sell, reproduce, distribute, transmit, create derivative works, publicly display and perform them.

The provisions of the previous paragraph will also apply to any other information that the User sends or transmits to Spark, including, without limitation, ideas to renew or improve the Website, whether these have been included in any space on the Website indicated or by other means or modes of transmission known or that will be developed in the future.

Therefore, the User expressly renounces with this act to carry out any action, demand, or claim against Spark, its affiliates, or suppliers for any current or eventual violation of any copyright or intellectual property rights derived from the information, programs, applications, software, ideas and other material that the User sends to the Website.

Our policy is to act against intellectual effects violations that may be generated or originated as stipulated in the legislation and other applicable intellectual property laws, including the elimination or blocking of access to material subject to activities that infringe the intellectual property rights of third parties.

If any User or third party considers that any of the content found or introduced in [www.sparktelecomm.com](http://www.sparktelecomm.com) and/or its services violates their intellectual property rights, they must notify the following email address.

Email [legal@sparktelecomm.com](mailto:legal@sparktelecomm.com), in which they indicate:

- a) Accurate personal data (name, address, telephone number, and email address of the claimant);
- b) handwritten signature with the personal data of the owner of the intellectual property rights;

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- c) precise and complete indication of the content(s) protected by the intellectual property rights allegedly infringed, as well as the location of said violations on the referred Website;
- d) express and explicit declaration that the introduction of the indicated content(s) has been made without the consent of the owner of the intellectual property rights allegedly infringed;
- e) express, explicit declaration under the claimant's responsibility that the information provided in the notification is accurate and that the introduction of the content(s) constitutes a violation of said rights.

**Publicity material.**

The User acknowledges and accepts that Spark is independent of third-party sponsors and advertisers, whose information, images, advertisements, and other advertising or promotional material (from now on, "Advertising Material") may be published on the Website. The User acknowledges and accepts that the Advertising Material is not part of the main content published on said Website. Likewise, he, at this moment, acknowledges and accepts that applicable intellectual and industrial property laws protect this material.

**Changes to the Website.**

Spark may at any time and when it deems proper, without the need to notify the User, make corrections, additions, improvements, or modifications to the content, presentation, information, services, areas, databases, and other elements of the Website, without of place or right to any claim or compensation, nor does this imply recognition of any responsibility in favor of the User.

**Modifications to the contract.**

Spark reserves the right to modify the Terms and Conditions of use of this agreement at any time, said modifications being effective immediately through publication of the modified agreement on the Website.

This way, the User agrees to review the agreement periodically to remain aware of said modifications. Notwithstanding the preceding, each time the User accesses the Website, it will be considered absolute acceptance of the changes of this contract.

**More Terms**

From time to time, Spark may add to the Terms and Conditions of use of this contract additional provisions relating to specific areas or new services provided on or through the Website (from now on, "Additional Terms"), which will be published in the areas specific or new services of the said site for your reading and acceptance. The User acknowledges and accepts that these Additional Terms are an integral part of this agreement for all legal purposes that may apply.

**Subsistence.**

These Terms and Conditions of Use and the Additional Terms comprise the entire agreement between the Parties and replace any other agreement or agreement entered into previously. Any clause or provision of this agreement and the Additional Terms, legally declared invalid, will be eliminated or modified at Spark's option to correct its vice or defect. However, the rest of the clauses or provisions will maintain their force, obligation, and validity.

**Location.**

Acknowledging the global nature of the Internet, the User must comply with all local rules regarding connection conduct and content. You must also comply with all laws applicable to the transmission of technical information from Mexico or the country in which you reside. It is also your responsibility to comply with any conditions where applicable laws, rules, or regulations restrict some connection activities.

**No release of rights.**

The inactivity on the part of Spark, its affiliates, or suppliers to exercise any right or action derived from this contract should at no time be interpreted as a waiver of said rights or actions.

**Relevant law and jurisdiction.**

This agreement shall be subject to and construed following the laws and before the courts of Mexico City, Mexico, without regard to the conflict of laws herein. You irrevocably submit to the non-exclusive jurisdiction of the courts located in Mexico. You agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply. If any provision of this document is held invalid by a court of competent jurisdiction, it will be severed, and the remaining provisions will remain in full force and effect without being invalidated in any way. The Parties are independent contractors. These Terms and Conditions are not intended to create a partnership, joint venture, or agency relationship between the Parties. Except for any written agreements with Spark that expressly reference these Terms and Conditions, this is the entire agreement between you and Spark relating to the matters contained herein and will not be modified except in writing by Spark.

Spark reserves the right to terminate your account at any time for violation of these Terms and Conditions without prior notice.

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# WELCOME



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