



Terms and Conditions of use

1. GENERAL INFORMATION

The current Terms of Use (the “**Terms of Use**”) regulate the use and access to the Website hosted under the domain name www.pulpomatic.com (the “**Website**”) as well as the contents and services that the Website holder makes available for its users (the “**Users**”).

Additionally the current Terms of Use establish, together with the Privacy and Cookie Policies related to the Users’ personal data management, the terms and conditions by which the Website is governed (the “**Terms and Conditions**”).

In compliance with Article 10 of Act 34/2002 of July 11, regarding the Information Society and E-Commerce Services, the following Website holder’s identification data is presented:

PULPOMATIC, S.L., is a society of Spanish nationality, located in Madrid, Monte Esquinza 30, bajo izq., C.P.28010, duly registered in the Commercial Registry of Madrid, Volume 33.881, Folio 55, Page number 609728 and with T.I.N B-87371944 (“**PULPOMATIC**”). The contact email is: hola@pulpomatic.com

2. AGREEMENT

In order for the User to access or use the Website, it necessarily requires, without reserve, knowing and agreeing to the current Terms and Conditions; which is why it is highly recommended that the User reads them thoroughly, in case of using the Website.

The access and use of the Website is prohibited for Users under the age of (18). Hence, by accepting the present Terms of Use, the User recognizes being a person with enough ability to contract the obligations derived from their actions and has read, understands and accepts its contents.

PULPOMATIC reserves the right to modify the Terms and Conditions at any time, in which case it will produce effects and will apply to all Website Users.

PULPOMATIC reserves the right to deny access to the Website to any physical or legal entity at any time.



3. REGISTRATION CONDITIONS

Users who wish to use the Services provided on the Website (as defined in section 4) must sign up on said Website through the form created for this purpose, for which Users will have to follow the instructions indicated on the form and provide the required data (the "Registration Form").

Once the Registration Form is completed, the User will receive an email at the address specified on the Registration Form, in order to proceed in contracting the Services.

Once the corresponding contractual conditions between PULPOMATIC and the User are signed, the latter will receive the instructions needed to access the service platform through the Website (the "User Microsite") as well as the access codes to it.

The User is solely responsible for selecting a password with an appropriate security level. To that effect, it is recommended that the User does not select a password with obvious combinations that will allow a third party to easily decipher it. The User will be responsible for safeguarding and keeping the password secret, by not sharing it with a third party. In case of suspicion that the password has been disclosed, said password must be changed immediately.

For any questions regarding User registration or deregistration, you can contact us at the following email address: hola@pulpomatic.com.

4. SERVICES

4.1. What does PULPOMATIC do?

PULPOMATIC is a company that offers Users a platform through which said Users can manage their vehicle fleet easily and efficiently.

4.2. How does PULPOMATIC work?

Through the Website, Users who have contracted the Services will be able to proactively manage their vehicle fleet from User Microsite, maximizing its resources. The User can access his or her User Microsite from any electronic device at any time. In this sense, Users can:

- Create reports and comparative analyses;
- Import Excel documents, like fuel extracts, drivers, maintenances, suppliers, expenses etc;
- Receive automated alerts which help keep track of if vehicles have been fined, license renovations, insurance, vehicle inspections, etc;



- Be informed of what driver spends the most, what vehicle is the most cost-efficient, which is the most efficient supplier;
- Control your vehicle fleet's activity; and create usage patterns.

4.3. Contracting Services

Prices shown on the Website do not include taxes. Prior to contracting the Services, the User may get to know service prices, all applicable characteristics and features will be clearly explained in detail.

Non-payment of said bills will entail the termination of the contracted service.

4.4. Service Cancellation

Users may cancel their user account at any time by sending a notice to the following email hola@pulpomatic.com or through the tool enabled for that purpose on the User account's control panel.

Once Services have been cancelled the User will not be able to access their data or any of their operations.

5. LICENSE FOR USE (USER LICENSE)

Through the present Terms of Use we grant the User a non-exclusive, non-transferable license for a global geographical scope and a specific duration period in which the User is registered on the Website, in order to use the User Microsite with any device in his/her possession. Said licence will only be granted for the purpose of allowing the User to enjoy the contracted Services. Under no circumstances can the User rent, lease, lend, sell, distribute or sublicense the User Microsite to a third party.

Unless it is otherwise expressly stated, using the User Microsite for a different purpose to what was previously stated is subject to prior consent from PULPOMATIC. In particular, but without limitation the User will request PULPOMATIC's authorization to: (i) replicate or transform the User Microsite or any of its elements with the objective of correcting errors; and (ii) make successive versions of the User Microsite or programs derived from it.

The User is not authorized to decompile, disassemble, reverse engineer, decrypt or modify the User Microsite and/or its source code in any other way. In spite of the above, the User is authorized to observe, study and verify its operation, without previous authorization from PULPOMATIC, when such acts are necessary for using the User Microsite. Using the User Microsite does not require making any backup copies, which is why the User will abstain from creating such a thing.



6. INTELLECTUAL AND INDUSTRIAL PROPERTY

All the information included on the Website and the User Microsite, including its graphic design and its source code, are protected by copyright laws and other rights compiled in the Royal Legislative Decree of April 12 through which the Copyright Law's Consolidated Text is approved, as well as the rest of the norms that regulate Intellectual Property.

These rights belong exclusively to PULPOMATIC, which is why any reproduction, distribution, transformation or public communication is expressly prohibited, as well as any type of transfer, of all or part of the Website and User Microsite's content. In general any act of exploitation of all or part of the content (images, texts, design, indexes, forms, etc.), as well as databases and the necessary software to view its operation and of any other object according to current legislation will be protected by intellectual property rules.

Users cannot, in any case, exploit or commercially make use of, directly or indirectly, totally or partially, of any content that makes up the Website and/or User Microsite without written previous authorization by the account holder.

Authorization for using any of the Website's and/or User Microsite's content can be requested at the following email address hola@pulpomatic.com. In any case, what is stipulated in the previous paragraphs will not entail the assumption of responsibility on PULPOMATIC'S side regarding content, nor can it generate the right to compensation for Users or third parties.

Brands, commercial names, store signs, denominations, logos, slogans or any type of distinctive sign displayed on the Website and/or User Website which belongs to PULPOMATIC may not be used. Specifically the name "PULPOMATIC" may not be used without previous written authorization by PULPOMATIC.

In accordance with Spanish and foreign legislation, PULPOMATIC expressly reserves the right to any civil claims and criminal charges that may correspond as a consequence of the violation of the peaceful possession and/or unauthorized use of both industrial and intellectual property rights.

7. TECHNOLOGICAL LIMITATIONS

We make it known to the User that in some cases there may be temporary interruptions on the Website and/or the User Microsite as a consequence of maintenance tasks or other causes. Likewise, we inform the User that, in addition to what has been previously stated, a wide variety of elements that can affect the Website and/or its quality exist,



such as, including, but not limited to: environmental conditions, network overloads, connectivity, third party software, etc.

Additionally, PULPOMATIC can eliminate, limit or block the access to its Website when technical difficulties arise due to events or circumstances beyond PULPOMATIC'S control which, at their discretion, decrease or override security levels or standards implemented for the Website's adequate functioning.

You can contact us at the following email address to communicate any errors you may detect, as well as any comments or suggestions: hola@pulpomatic.com

8. PROHIBITED USES AND LIABILITIES

Users acknowledge and accept that they use the Website and/or the User Microsite at all times at their own risk and under their own responsibility, which is why PULPOMATIC is not responsible for the misuse, inappropriate use or any use contrary to the present Terms and Conditions that Users may perform. The User commits to not using the Website or Services in a neglectful way, with fraudulent purposes or with the objective of breaking the Law.

Therefore, the User will abstain from using the Website and/or the User Microsite to engage in illicit activities. In particular, but without limitation, the User will abstain from using the Website and/or User Microsite to:

- (i) Supplant other Users' or any third party's identity;
- (ii) Falsify information and/or operations; and
- (iii) Any conduct that entails a fraudulent act.

The User will not carry out any activity that could cause damage to any third person, PULPOMATIC or the operation and/or development of the Website or the User Microsite.

In any case PULPOMATIC will not be held responsible for:

- (i) Any type of loss or damage that may arise from accessing and using the Website or the User Microsite, including, but not confined to those generated on computer systems or those caused by the introducción of viruses and/or cyber attacks.



(ii) The damages Users could undergo as a consequence of misusing the Website or User Microsite, or due to the falls, interruptions, lack of or defects in telecommunications.

(iii) The updates, accuracy or integrity of information that has not been created personally.

(iv) Information that indicates another source, nor for those located on other webs found on the hyperlinks included on the Website.

(v) The possible discrepancies that, with transitional nature, could arise between the printed version of documents and the electronic version published on their Website.

In any case, PULPOMATIC will only respond to those damages that the User could suffer as a consequence of wilful misconduct, or any expressly negligent actions on our part, related to the Website's access, the provision of our services, as well as the use of our contents, tools and features.

9. LINKS TO THIRD PARTIES

PULPOMATIC assumes no responsibility for anything derived from the links found on the Website, which enable Users' access to benefits and services offered by third parties, provided that they are external to the Website. Likewise, PULPOMATIC is not responsible for the information included on those links, nor of any effects that could arise from said information.

If any User or third party observes that said links could be against the law, moral or the public order, they must inform PULPOMATIC via email: hola@pulpomatic.com.

10. CONFIDENTIALITY AND DATA PROTECTION

In accordance with the Organic Law 15/1999, of December 13, on Personal Data Protection, all personal data provided through the corresponding forms while using the Website will be handled as set out in the Website's Privacy Policy, hosted at the URL: <https://pulpomatic.mx/documents/PULPOMATIC%20-%20Pol%C3%ADtica%20de%20Privacidad.pdf>

11. COOKIE POLICY

In accordance with the Organic Law 32/2002, of July 11, on Information Society and E-Commerce Services, cookies may be used while navigating through the Website, they



will be regulated in accordance with what is provided in the Website's Cookie Policy, hosted at the URL: <https://pulpomatic.mx/documents/PULPOMATIC%20-%20Pol%C3%ADtica%20de%20cookies.pdf>

In this regard, we inform you that cookies are small data files stored in the User's terminal, which contain certain information about his/her visit to the site.

However, the User has the alternative, which exists in the majority of web browsers, of disabling cookies. Which is why we inform the User that we use our own cookies as well as third-party cookies in order to improve their experience and our services, by analyzing how they browse through the Website.

12. AMENDMENTS

PULPOMATIC reserves the right to revise the current Conditions at any time due to regulatory requirements, technical reasons, changes in services provided by PULPOMATIC or because of the company's strategic decisions. In that case, changes made to the Website's Terms of Use will be published before they take place. If the User is not in agreement with the changes, he/she must stop using the Website and unregister as a User. Using the Website after being notified of the changes will assume the User is accepting them.

13. CONTACT AND WRITTEN NOTIFICATIONS

The applicable legislation requires that part of the information or notifications that PULPOMATIC sends the User must be in writing. By accepting the present Terms of Use, the User accepts the fact that the majority of PULPOMATIC'S notifications are electronic. PULPOMATIC will contact the User via email. The User agrees to using this electronic means of communication and acknowledges that all notifications, information and other communications that PULPOMATIC sends electronically meet the legal requirements of being in writing. For any consultation or incidence, complaint or claim related to the Website, the User can contact PULPOMATIC by sending an email to the following address hola@pulpomatic.com.

14. JURISDICTION AND APPLICABLE LAW

The operation and use of the Website, as well as the present Terms of Use are governed by Spanish legislation. PULPOMATIC and the User agree to submit to the jurisdiction of



the Courts and Tribunals of the city of Madrid (Spain), to the extent permitted by the law, with express waiver to any other jurisdiction that could correspond,.

In compliance with what is stated on the EU Directive 2013/11 of the European Parliament and Council of May 21, 2013, related to the alternative resolution to consumer disputes, and the Parliament and Council Regulation 524/2013, of May 21, 2013, on online consumer litigation resolution, we bring it to all Users´ knowledge that they may carry out their consumer complaints through the online conflict resolution platform which they can access through the following link <http://ec.europa.eu/consumers/odr/>.

Updated in May, 2018.