

¡Welcome to Fenix Alliance Group!

We would like to thank the global community for making use of our products and services ("The Services"). The Services are provided by Fenix Alliance Inc. A General-Purpose C-Class Delaware Corporation ("Fenix Alliance"), which has as its main notifications address at 16192 Coastal Hwy, Lewes, DE 19958, United States. By using our Services both physical and material, you are agreeing to these terms. Please read them carefully. Our set of Services may be very diverse, which is why additional conditions or other requirements (including age, schooling, and economic solvency requirements) may sometimes apply. The additional terms will be available together with the relevant Services and will form an integral part of this agreement to which you are subject to us through the use of the Services. The Services provided by Fenix Alliance are constantly evolving and the form and nature of such Services (as well as the terms and conditions inherent in each of them) may change from time to time without notice. In addition, Fenix Alliance may stop providing (permanently or temporarily) the Services (or any features included in the Services) to you or users in general and without notice. It also reserves the right to set limits on use and storage to its sole understanding, at any time and without notice.

1. Use of our Services

These govern your access to and use of our services, you agree to follow the policies available within the Services. Do not misuse our Services. For example, do not interfere with or attempt to access our Services by method other than the interface and instructions we provide to you. You may use our Services only as allowed by law, including applicable export control and re-export laws and regulations. We may suspend or stop providing our Services to you if you breach our terms or policies or if we are investigating alleged misconduct. Use of our Services does not grant any intellectual property rights to our Services or content you access. You may not use the content of our Services unless you obtain permission from your owner or are permitted by law. These terms do not grant you the right to use any trademark or logo used on our Services. Do not remove, obscure or modify any legal notices displayed on or next to our Services. Our Services display certain non-Fenix Alliance content. Such content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violate our policies, and we may remove or reject the display of content that we reasonably believe violates our policies or the law. However, this does not mean that we review content, so you should not assume that we will. In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may refuse some such communications. Some of our Services are available on mobile devices. Do not use these Services in a way that may distract you and prevent you from complying with traffic or safety laws.

2. Your Alliance ID Holder account

In some cases, it is necessary to obtain an Alliance ID Holder identification number to use some of our Services or access some features exclusive to identified customers. You can create your own Alliance ID Holder account and you will be assigned a unique number. You may only use these Services if you agree to a binding contract with Fenix Alliance and are authorized to receive such Services under U.S. laws regarding applicability and data protection or other applicable jurisdiction. If you agree to these Terms and use the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may only use such Services in accordance with these Terms and any applicable laws, regulations or regulations of a local, state, national or international nature. Sometimes an administrator, such as your employer or school, may assign your Alliance ID Holder account to you. If you use an Alliance ID Holder account assigned by an administrator, different or additional conditions may apply (determined by the administrator, who will be able to access, sanction, or disable your account).

2.1 Passwords

You are solely responsible for maintaining the confidentiality of your password that you use to access the Services and for any other activity or action for which you need your password. Remember that you are responsible for the activity that develops in or through your Alliance ID Holder account. We recommend that you use "secure" passwords (passwords that use the combination of uppercase and lowercase letters, numbers, and symbols) in your account. Fenix Alliance cannot and will not be liable for any loss or damage arising from non-compliance with the above requirements.

3. Privacy and Intellectual Property Protection

Any information you or other users provide to Fenix Alliance is subject to [our Privacy Policy](#), which governs the collection and use of your information. By using our Services, you agree that Fenix Alliance may use such data in accordance with our privacy policies and thereby submit to the use of this information, including the transfer of such information to the United States, and/or other countries for storage, processing and use by Fenix Alliance. As part of providing the Services, we may need to send you some communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt out; However, we are committed to avoiding "*Spam*" in the content we submit.

3.1 Copyright Policy

Fenix Alliance respects the intellectual property of others and expects users of the Services to do the same. If you believe that your Content has been copied in a manner that constitutes copyright infringement, Fenix Alliance strongly requests that you provide the following information: (i) a physical or electronic signature of the copyright owner or the person authorized to act on your behalf; (ii) identification of copyrighted material claiming to have been infringed; (iii) identification of material that is alleged to have been infringed or subject to rape activity and which must be removed, or access to which should be prohibited, and any relevant information to enable our operators to localize the material; (iv) the user's contact information, including address, telephone number and email address; (v) the user's statement that he/she believes in good faith that the copyright owner, his representative or the law, has not authorized the use of the material in the manner in which it has been exposed; and (vi) a statement confirming that the information in the notification is accurate and, under penalty of perjury, that the user is authorized to act on behalf of the copyright holder.

We reserve the right to remove Content that allegedly infringes these rights without notice, to our sole understanding and without any liability to you. In certain circumstances, Fenix Alliance may also close a user's account if it is determined that the user has violated these provisions on more than one occasion. Fenix Alliance will respond to notices of alleged copyright infringement that are provided appropriately and terminate AlliancesID Holder accounts of repeat infringers in compliance with the Digital Millennium Copyright Act of the United States of America. The agent designated for the notification of alleged copyright infringements on the Services is as follows:

Fenix Alliance Inc.
Attn: Copyright Agent
16192 Coastal Highway, Lewes, DE 19958.
United States.

Reports: <https://www.fenix-alliance.com/es-co/corporate/legal/dcma/>

Electronic Correo: copyright@fenix-alliance.com

4. User Rights and Content Responsibility on Our Services

Responsibility for all Content, published publicly or privately, rests with the author of such Content. Some of our Services allow you to upload, store, send, or receive content. You retain any intellectual property rights you own in such content. In short, what belongs to you remains yours. By submitting, playing or exposing Content on or through the Services, you will grant Fenix Alliance (and those with whom we work) a worldwide, non-exclusive and free license (as well as the right to sub-license) about the use, copying,

reproduction, processing, adaptation, modification (such as translations, adaptations or modifications we make to make your content work better with our Services) , publication, transmission, exposure and distribution of such Content through any means or method of distribution present or future. The rights you grant in this license are for the limited purpose of operating, promoting and improving our Services, and for developing new ones. The above license will survive even if you stop using our Services (for example, from a course uploaded to the Learn Alliance). Some Services may offer you different ways to access and delete content that has been provided for that Service. In addition, on some of our Services, there are conditions or configuration parameters that limit the scope of our use of the content provided on those Services. Please ensure that you have the necessary rights to grant us this license for any content you submit to our Services. We cannot monitor or control Content posted through the Services and are not responsible for such Content. You are solely responsible for any use or reliance you may provide to any Content or material reproduced through the Services or obtained through the Services. You are responsible for your use of the Services, any Content you provide, and any other consequences that this causes, including use of your Content by other users and third-party partners. You understand that your Content may be syndicated, transmitted, distributed or posted by our partners and that, if you do not have the right to submit such Content for such use, your liability would be your responsibility. Under these Terms, Fenix Alliance will not be responsible for Fenix Alliance's use of User Content. You represent and warrant that you have all rights, powers and authority necessary to license the rights granted through this document of all Content you submit. We do not approve, support, represent or warrant that content or communications made through the Services are complete, truthful, accurate or reliable, nor do we approve the opinions expressed through the Services. You understand that your use of the Services may expose you to Offensive, Harmful, Erroneous, or Inappropriate Content, or in some cases, to incorrectly labeled or misleading messages. Fenix Alliance shall not be liable, under any circumstances and in any way, for any Content, including but not limited to any errors or omissions in the Content or any loss or damage of any kind as a result of the use of any Content posted, emailed, transmitted or made available through the Services or broadcast on other media. Our automated systems analyze content (including emails) to provide you with product features that are relevant to you, such as posting marketing comments and circulars, as well as detecting "spam" and malware. This analysis is performed with the use of security plugins while the content is sent, received and when it is stored. If you have an Alliance ID Holder account, we may display your Profile name, Profile photo, and actions you take on our platform or in third-party applications connected to your account using the Fenix Alliance Connect Services (External Content Connection Agent) service. We will respect the decisions you make to limit sharing or visibility level settings in your Alliance ID Holder account. For example, you can set up your account so that your name and photo don't appear as visible to the general public.

If you use the trading features of the Services that require credit or debit card information, such as the "Buy Now" or "Sensitive Data Storage" feature, you agree to our Terms of Commerce. You can find more information about how Fenix Alliance and Fenix Alliance Connect Services use and store content in the privacy policy or additional terms of specific Services. If you submit comments or suggestions about our Services, we may use them without any obligation to you.

5. About software on our Services

Fenix Alliance accomplishes most of its goals using a Platform as a Service (PaaS) model, including service automation for best results. When a Service requires or includes downloadable software (own or third party), this software may be automatically updated on your device when a new version or feature is available. Some Services may allow you to predetermine your auto-update settings, such as our official Android (Google OS), OS X (Apple OS), and Microsoft OS apps. The privacy policies and terms of service of third parties are still effective even upon the end of the service by Fenix Alliance, and will no longer be binding at the time of non-compliance with the services of these third parties.

6. User License to Use the Services

Fenix Alliance provides you with a personal, international, royalty-free, non-transfer, non-exclusive license to use the software that Fenix Alliance makes publicly available as part of the Services upon acceptance of these Terms and Conditions. The license is provided for the only purpose of allowing you to use and enjoy the benefit of the Services as provided by Fenix Alliance as set forth in these Terms. You may not copy, modify, distribute, sell or license any of our Services or the included software, nor may you reverse engineer or attempt to extract the source code of such software, unless these restrictions are prohibited by law or you have obtained our written permission. Open source software is important to us. Some of the software used in our Services may be offered under an open source license that we will make available to you. Some of the provisions of the open source license may expressly override some of these terms.

7. Modification and Cancellation of Our Services

We continually change and improve our Services. We may add or remove features or features, and also suspend or discontinue a Service in its entirety. You may stop using our Services at any time, although we regret that you do so. Fenix Alliance may also stop providing the Services to you, or add or create new limits to the Services at any time. The Terms in effect will continue to apply until terminated by you or Fenix Alliance as follows: You may terminate your legal agreement with Fenix Alliance at any time and for any reason if you deactivate your accounts and stop using the Services. You do not need to

specifically inform Fenix Alliance when you finish using the Services. If you stop using the Services without deactivating your accounts, our system may deactivate them due to prolonged inactivity under your Inactive Account Policy. Fenix Alliance may suspend or terminate Alliance ID Holder accounts or stop providing you with all or part of the Services, at any time and for any reason, for the following reasons, including but not less: if we believe (i) that you have violated these Terms or the Rules of Use and Enjoyment of the Service, (ii) that you pose a risk or possible legal exposure to Fenix Alliance; or (iii) that Fenix Alliance's provision of the Services is no longer commercially viable for our corporate and business interests. The company will make reasonable efforts to notify you through the email address associated with your account or the next time you attempt to access your Alliance ID Holder account. In such cases, the Terms, including but not limited to your license to use the Services, will be terminated, except for the following sections that continue to apply: 4, 5, 7, 8, 10, 11 Nothing in this section will affect Fenix Alliance's rights to change, limit or stop the provision of the Services without notice, as provided in Section 1. We consider that you own your data and that preserving your access to such data is important. If we cancel a Service, and where reasonably possible, we will notify you reasonably in advance and provide you with the ability to obtain information under that Service.

8. Fenix Alliance Rights

Any right, title or interest in connection with the Services (except User Provided Content) is and will remain the exclusive property of Fenix Alliance and its entities. The Services may be protected by copyright and trademark laws, and by other laws of both the United States and other countries. These Terms do not grant you any right to use the name, trademarks, logos, domains or other distinctive features of the brand belonging to the Fenix Alliance. Any response, comment or suggestion you provide with respect to Fenix Alliance, its entities or the Services is completely voluntary and Fenix Alliance is free to use such information, comments or suggestions that it deems appropriate without any obligation to you.

9. Our warranties, disclaimers and limitations of liability

Please read this section carefully because it limits the liability of Fenix Alliance and its departments, parent companies, subsidiaries, affiliates, related companies, officers, employees, agents, representatives, partners and assignors (called "Fenix Alliance Entities"). We provide our Services with a commercially reasonable level of competence and care, and we expect you to enjoy such Services. But there are certain things we don't promise about our Services. Each subsection below only applies to the maximum extent permitted under applicable law. Some jurisdictions do not allow disclaimer of implied warranties or limitation of liability in contracts, so the content of this section may not

apply. Nothing in this section is intended to limit any rights available to you that cannot be legally limited.

To. Services are available "AS IS"

Access to and use of the Services or any Content shall be at your own risk. You understand and agree that the Services are offered "AS IS" and "AS AVAILABLE". Notwithstanding the foregoing, and to the maximum extent permitted by applicable law.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OR ADDITIONAL CONDITIONS, Fenix Alliance Entities make no representations or warranties, EXPRESS OR IMPLIED, and disclaim all liability arising from the following: (i) merchantability of the service, (ii) FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF AUTHOR RIGHTS. (iii) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (iv) damage to any computer system, loss of data or any other damage resulting from access to or use of these Services or any Content; (v) the deletion or failure to store or transmit any Content or other communication maintained by the Services; and (iiv) the fact that the Services meet your requirements or are available uninterrupted, securely or error-free. No notice or information, in oral or written form, obtained from the Fenix Alliance Entities or through the Services, shall create any warranty not expressly found herein.

CERTAIN WARRANTIES ARE PROVIDED IN SOME JURISDICTIONS, FOR EXAMPLE, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE AND NON-INFRINGEMENT OF RIGHTS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that Fenix Alliance Entities are not responsible for the following: (i) the availability or accuracy of such websites or resources or (ii) the content, products or services of these websites or resources, or that they are available on such websites or resources. Links to these websites or resources do not imply support from Fenix Alliance Entities for such sites or resources, or the content, products or services available on such sites or resources. You know and assume all responsibility and risk arising from the use of any of these websites or resources.

C. Limitation of Liability for Our Services

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FENIX ALLIANCE, ITS ENTITIES AND ITS SUPPLIERS AND DISTRIBUTORS SHALL NOT BE LIABLE FOR CESANT LUCRO, LOSS OF WINNINGS, DATA OR FINANCIALS, USE, GOOD VOLUNTAD OR OTHER INTANGIBLE LOSSES, OR FOR INDIRECT, SPECIAL, EMERGENCY, EXAMPLE OR PUNITORY DAMAGES ARISING AS A RESULT OF (i) YOUR ACCESS TO, USE OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONTENT OR CONDUCT OF ANY THIRD PARTY ABOUT THE SERVICES, INCLUDING, BUT NOTED, ANY OFFENSIVE OR DEFAMATION ACT OR ANY ILLEGAL ACT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF FENIX ALLIANCE, ITS ENTITIES AND ITS SUPPLIERS AND DISTRIBUTORS FOR ANY CLAIM UNDER THESE TERMS, INCLUDING ANY IMPLIED WARRANTIES, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO USE THE SERVICES (OR TO PROVIDE THE SERVICES TO YOU AGAIN, IF YOU CHOOSE).

IN NO EVENT SHALL FENIX ALLIANCE AND ITS SUPPLIERS AND DISTRIBUTORS BE LIABLE FOR LOSSES OR DAMAGES THAT ARE NOT REASONABLY PREVISIBLE.

IN NO EVENT SHALL THE TOTAL LIABILITY OF FENIX ALLIANCE, ITS ENTITIES AND ITS SUPPLIERS AND DISTRIBUTORS EXCEED THE VALUE OF ONE HUNDRED US DOLLARS (\$100) OR THE VALUE THAT THE USER PAID TO FENIX ALLIANCE, IF YOU HAVE PAID ANY FOR THE PROVISION OF A SERVICE, PHYSICAL OR DIGITAL, IN THE LAST SIX MONTHS FOR THE SERVICES THAT CAUSED THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTIES, CONTRACTS, STATUTES, GRIEVANCES (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER FENIX ALLIANCE IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT, AND WHETHER A REMEDY PROVIDED HEREIN HAS FAILED IN ITS ESSENTIAL PURPOSE.

10. Commercial Uses of Our Services

If you use our Services with an Alliance ID for Business account on behalf of a company, that company agrees to the following terms. The Company will hold Fenix Alliance and its affiliates, directors, agents and employees indemnified and indemnified for any claims, lawsuits or actions relating to the use of these Services or breach of these Terms, including compensation in costs (any costs or liability arising out of claims, losses, damages, lawsuits, judgments, litigation costs and attorneys' fees).

11. General considerations of these Terms

We may revise and modify these terms or additional terms applicable to a Service to, for example, reflect changes in laws or our Services. You should review the conditions periodically; the most current (current) versions will always be present on this page. We will post notices about the modified additional terms on the applicable Service. The modifications will not be applied retroactively and will take effect no earlier than fourteen days after publication; however, modifications that reflect new features of a Service or modifications made for legal reasons will take effect immediately. If you do not agree to the modified terms on a Service, you should terminate your use of that Service. If the review, to our sole understanding, is relevant, we will notify you by your access to the Services or an email sent to the email address associated with your account. By continuing to access or use the Services after reviews, you agree to be bound by the revised Terms.

To. Partial transfer and nullity clause

Fenix Alliance's inability to enforce any right or provision of these Terms shall not be deemed to be a transfer of such right or provision. In the event that any provision of these Terms is deemed invalid or unenforceable, such provision shall be limited or removed to the minimum extent necessary, and the remaining provisions of these Terms shall remain in full force and effect.

In the event of a conflict between these terms and the additional terms, the additional terms shall prevail in all regards to that conflict.

These conditions govern the relationship between Fenix Alliance and you, and do not generate any rights in favor of third parties.

If you do not comply with these conditions, and we do not take immediate action, this does not imply any waiver of any rights that may apply to us (such as initiating an action in the future).

If any provision of these terms proves undeniable, this will not affect the validity of the remaining terms and conditions.

B. Applicable law and competent jurisdiction

These Terms or any other action relating therein shall be governed by the laws of the State of California excluding conflicts of laws of California, the state or country of residence of the user. All claims arising out of or related to these Terms or Services shall be filed

exclusively in the federal or state courts of Santa Clara County, California, USA, and you agree to submit to such jurisdiction and to the personal action of such courts.

If you are a U.S. federal, state, or local government entity that uses the Services in its official capacity and is legally unable to accept applicable law, jurisdiction, or place of the clauses cited above, such clauses will not apply to you. For such U.S. federal government entities, such Terms, or any action in connection with them, shall be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law or to the extent permitted under federal law, by the laws of the State of California (excluding choice of law applicable).

C. The entire agreement and agreement between the parties

These Terms, including the Terms of Use and Enjoyment of Service and the additional terms applicable to the Fenix Alliance Services and our Privacy Policy constitute the entire and exclusive agreement between Fenix Alliance and you in connection with the Services (excluding those services for which you have a separate agreement with Fenix Alliance in which you are deemed an explicit addition or replacement with respect to these Terms), and these Terms supersede and supersede any prior agreements between you with respect to the Fenix Alliance and the Services. Beyond the members of the group of companies of which Fenix Alliance International is the parent company, no other person or company shall be a third-party beneficiary of these Terms.

For information on how to contact Fenix Alliance, please visit [our contact page](#).

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