

# Terms and Conditions of Use and Privacy Policies



This agreement constitutes a legal contract between you and Diseños Unificados y Organizados Sociedad Anónima, a Guatemalan corporation. Upon registering with Simple-Pick, you are agreeing to the terms and conditions of use in which you ensure us that you are over 18 years old and sufficiently capable, according to law, to enter into and be bound by this agreement.

We reserve the right to modify this Agreement at any time by publishing a new updated version on our website. The updated version will be in effect once it is published. Your continued use of the services after such publication means that you accept the new terms and conditions as provided. If you do not accept these terms, you will be unable to access or use the Simple-Pick website, Instagram and Facebook pages. These terms expressly supersede previous contracts or agreements that you have entered into. Simple-Pick may immediately cancel these Terms where you are concerned or, in general, no longer provide or deny you access to our web site, and Instagram and Facebook pages, or any part of such, at any time and for any reason.

Our Terms and Conditions are the following:

## 1. Uso de la marca

Any use of the Simple-Pick trademark that is not authorized in writing by any representative of Simple-Pick is strictly prohibited and may produce legal consequences.

## 2. Use of the trademark

Simple-Pick offers an on-line platform assisting those who wish to purchase logos. By agreeing to the terms and conditions described on the webpage, you understand that Simple-Pick is not responsible for operational errors caused by the Internet Service Provider. We do not guarantee that our downloadable files are completely free of errors, interruptions, infections or viruses that as well as other types of codes, may contaminate or destroy property. The User is responsible for the use of the Simple-Pick website, Instagram and Facebook pages, and their services and such must be separately obtained by the User at said User's own risk. You hereby take full responsibility and undertake the risk of using the Simple-Pick website, Instagram and Facebook pages. Simple-Pick will not be liable for any direct or indirect damage. The User is responsible of assessing the use, content, suggestions and services offered by Simple-Pick through its website, Instagram and Facebook pages. Simple-Pick shall not be liable for the misuse of the logo to be used by the User or the User's inability to use the website, Instagram and Facebook and related services.

Upon browsing the Simple-Pick website, Instagram or Facebook pages, you agree to the following terms and conditions:

- You may not transmit, disclose or use messages, information, texts, images or any other unlawful, damaging, threatening, abusive, defamatory, vulgar or obscene context that may constitute an invasion of the privacy or publicity right of the website, Instagram or Facebook pages. It is hereby understood that all patents, copyrights relating to the logos, trademarks and trade secrets of this line of business belong to Simple-Pick and the use of such in any way is prohibited without prior written authorization from Simple-Pick.
- You may not send corrupt or infected material. You will not use the Simple-Pick website, Instagram or Facebook pages in such a way as to affect their operation or purpose of such, nor hack or interfere in such site and social networks, their servers or any connected network, as well as use such for any other purpose or in any other way that violates the applicable legislation.

- You shall not send artwork or designs steered towards promoting or advertising Simple-Pick without prior written authorization from a representative.
- You shall not communicate or engage the service under a false name or with false data.
- You may not copy, publish or reproduce the Simple-Pick website nor its Instagram or Facebook pages.
- You may not use a robot, Web crawler, manual and/or automatic processes or devices for data mining, tracking, retrieving information from this website, or from its Instagram or Facebook pages.
- You acknowledge that the written or graphic material contained on the Simple-Pick website and Instagram or Facebook pages constitutes a valuable asset for Simple-Pick and agree not to copy, disclose, transfer or use or intend to induce others to copy, disclose, transfer or use such written or graphic material found on the Simple-Pick website, and its Instagram or Facebook pages, since such are owned by Simple-Pick and to use such, you must purchase it or obtain written authorization to do so from Simple-Pick. You must immediately notify Simple-Pick in writing in any circumstance that could constitute the unauthorized copy, disclosure, transfer or use of that stated herein.
- You shall be provided with clear instructions to purchase the logo of your choice. You are responsible of clearly understanding the conditions and sales features offered in terms of the logo.

### **3. Final artwork**

Our designers create each logo based on their creativity and imagination. We do not use stock images or clip arts of any kind.

You may possibly find similarities between one of our simple-pick logos and others. Basic concepts are created by our designers for common themes. For example, flower drawings will be used for a flower shop. However, we at Simple-Pick focus on continuously creating new and different designs. Each designer has his/her own style and creates his/ her own designs based on previous ideas or existing logos. Simple-Pick respects the Intellectual Property of others and expects you to do the same. If you, in good faith, consider that any of the logos provided on our website, Instagram or Facebook pages, violate your intellectual property rights, send us an email with the information protecting your rights.

### **4. Right of admission and registration**

Simple-Pick reserves the right to deal with any person or user as may be necessary and at any time.

### **5. Failure and Malfunction**

You understand that as a Simple-Pick website, Instagram and Facebook page User you may encounter issues unrelated to Simple-Pick such as:

- Internet Connection
- Website, Instagram or Facebook Speed and Operation
- Final artwork downloads
- Remitting the physical invoice through the local post office
- Credit Card Payments

## 6. Payments and Returns

If payment is made with a check or bank transfer, the order shall be processed after the funds have been duly credited in any of the corresponding accounts. All orders that are not backed by the payment required for processing, within a maximum term of thirty (30) days, shall be cancelled. After you have agreed to purchase the logo of your choice, you must deposit or make payment in accordance with the established guidelines. Once the terms and conditions are approved, Simple-Pick shall not return any payment. Simple-Pick shall likewise not make any changes without incurring in additional costs once the final logo artwork has been downloaded by the User.

## 7. Invoices

You hereby acknowledge and agree to the value of the invoice for the purchase of the logo, which includes the Value Added Tax -VAT-. Every purchase shall be subject to prior verification of payment.

## 8. Privacy Policy

Information containing your name, email address and invoice data, whether private or public, shall not be sold, exchanged, transferred or assigned to any other company, without your consent, for any reason other than for the express purpose of providing the required service.

If you wish to stop receiving emails from Simple-Pick at any given time, instructions to do so are provided at the end of each email.

Simple-Pick has taken safety measures to protect your personal information each time you login, send or access your personal information.

This Privacy Policy only applies to information gathered through the Simple-Pick website, Instagram or Facebook pages and not to information gathered in any other way.

## 9. Disputes

The Parties agree that any dispute or claim you may have against Diseños Unificados y Organizados Sociedad Anónima, deriving from this Agreement must be resolved by the competent courts of the Guatemala City, Republic of Guatemala; whereby the Parties expressly waive any other jurisdiction corresponding to their current or future domiciles, or for any other reason. This Agreement shall be governed by the applicable laws of the Republic of Guatemala.

**BY SIGNING UP FOR THIS SERVICE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND HAVE TAKEN MEASURES TO SERIOUSLY CONSIDER THE CONSEQUENCES OF THIS AGREEMENT, THAT YOU UNDERTAKE TO REMAIN BOUND BY THE TERMS AND CONDITIONS AND PRIVACY POLICIES OF THIS AGREEMENT AND THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO THIS AGREEMENT WITH DISEÑOS UNIFICADOS Y ORGANIZADOS SOCIEDAD ANÓNIMA.**