

Framework Document of Legal Notices and Regulations for ReferenciasLocales.com

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Background

ReferenciasLocales.com is a digital platform aimed at interaction between residents of condominium communities and local service providers. Its purpose is to facilitate the recommendation, search, contracting, and qualification of services within a georeferenced, transparent, and secure environment.

Given its technological, commercial, and social scope, it is essential to establish a solid legal framework that regulates the relationship between users, suppliers, community ambassadors, and site administrators. This framework includes privacy policies, terms and conditions of use, cookie provisions, disclaimers,

and guidelines on the processing of personal and financial data.

This document is proposed as a basic guide for the development of the legal and regulatory sections that should be a visible and functional part of the website, both for Mexico and for other countries where the platform has a future presence.

Objective of the Document

The objective is to establish in a clear and accessible way the legal texts that will provide regulatory support for the operation of ReferenciasLocales.com, guaranteeing compliance with national and international laws on personal data protection, consumer rights, electronic commerce, intellectual property, and responsible use of digital platforms.

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1. Privacy Policy

1.1 Purposes of Personal Data Processing

ReferenciasLocales.com.mx collects, processes, and safeguards personal data exclusively for legitimate, proportional, and necessary purposes in relation to the operation of its platform. The main purposes include:

1. Registration of users, suppliers, administrators, and other participants.
2. Facilitation of contact and commercial interaction between the parties.

3. Manage access, notifications, payments, billing, and service tracking.
4. Continuous improvement of the user experience through functional and statistical analysis.
5. Compliance with legal, tax, contractual, or regulatory obligations.

The data will not be used for other purposes unless the explicit consent of the owner is obtained.

1.2 Informed and Explicit Consent

By registering or using the services of the platform, the user freely and expressly accepts the processing of their data following the terms of this policy. Consent may be revoked at any time, without retroactive effect, through the mechanisms established in this document.

1.3 Exercise of Rights of Access, Rectification, Cancellation and Opposition

The owner of the data may exercise the following rights at any time:

1. **Access:** Know what personal data is held.
2. **Rectification:** Correcting incorrect, inaccurate, or incomplete data.

3. **Cancellation:** Request the deletion of the data when it is no longer necessary.
4. **Opposition:** Refuse to use the data for specific purposes, provided that there is a legitimate cause.

These rights will be attended to at no cost following current legislation.

1.4 Means of Contact and Mechanisms for Exercising Rights

To exercise any of these rights or resolve doubts about data processing, the user may send a request to the email:

legal@referenciaslocales.com.mx The request will be attended to within a maximum period of 15 business days, after validation of identity.

1.5 Data Retention, Storage, and Deletion

Personal data will be kept only for the time necessary to comply with the purposes reported or as required by applicable legislation. At the end of this period, the data will be deleted or anonymised, unless there is a legal requirement that justifies its additional storage.

1.6 Delivery of Information to Authorities

ReferenciasLocales.com.mx reserves the right to provide information to administrative, fiscal, or judicial authorities when required by order or a duly founded request, and by applicable legal procedures. The user acknowledges and accepts this possibility as part of the platform's normal operation.

2. Terms and Conditions of Use

2.1 Rules of Behavior and Participation

All users, suppliers, administrators, and visitors to the platform must behave with respect, good faith and follow the rules of digital coexistence. It is strictly forbidden:

1. Post offensive, defamatory, violent, or illegal content.
2. Carrying out identity theft or false registrations.
3. Promoting services that do not comply with health, tax, or legal provisions.
4. Use the platform for purposes other than those established.

The community may report inappropriate behavior, which will be evaluated and sanctioned according to internal rules.

2.2 Scope of Services Offered

ReferenciasLocales.com.mx acts as a digital intermediation platform that facilitates contact and visibility between residents and service providers within a georeferenced community. It does not undertake or guarantee the effective provision of services or the legality, quality, or timeliness of the same. It does not act as an employer, legal representative, or responsible party for the fiscal, labor, contractual, or health obligations between the parties.

2.3 Obligations and Responsibilities of Users

Residents and registered users agree to:

1. Provide truthful and up-to-date information.
2. Use the platform only for lawful purposes.
3. Maintain the confidentiality of your password and account.
4. Evaluate and assume responsibility for any contact, payment, or contracting with suppliers inside or outside the platform.

2.4 Obligations and Responsibilities of Suppliers

Registered service and product providers must:

1. Have the necessary permits, licenses, and knowledge to provide the service offered.
2. Issue invoices, receipts, or vouchers when legally applicable.
3. Comply with local consumer protection, hygiene, safety, intellectual property, and tax legislation.
4. To respond to its customers regarding the quality and results of the service.

ReferenciasLocales.com.mx does not certify, audit, or endorse the identity, professional capacity, or regulatory compliance of suppliers.

2.5 Account Registration, Verification, and Cancellation Process

Registration on the platform implies full and express consent to these terms and conditions. The platform reserves the right to:

1. Request additional documentation to verify identity or activity.
2. Temporarily suspend accounts under review.
3. Terminate accounts with a history of abuse, fraud, recurring complaints, or non-compliance.

Cancellation can also be made at the request of the user, in which case their data will be deleted following the privacy policy.

2.6 Limitations on Use and Penalties

It is forbidden to use the platform for mass commercial purposes, spam, piracy of services, unauthorized external advertising, or actions that affect the operation, security, or reputation of the site. Failure to comply with these rules may result in:

1. Temporary suspension of access.
2. Permanent cancellation of the profile.
3. Inclusion in internal block lists.
4. Complaint to competent authorities, if applicable.

3. Disclaimer

3.1 Referential Nature of the Recommendations

ReferenciasLocales.com.mx acts as a digital platform for information intermediation. The recommendations, ratings, comments, or reviews published on the site are personal expressions of the users and do not represent a guarantee on the part of the platform about the quality, legality, or compliance of the services or products offered by the providers.

3.2 Limitation of liability for acts of third parties

ReferenciasLocales.com.mx assumes no liability for damages, losses, or losses arising from the relationship between users and service providers, even if this has been initiated through the platform. Any contracting, agreement, or exchange between external parties is carried out under your sole responsibility and following the applicable laws in your jurisdiction. The platform is not responsible for fraud, contractual breaches, hidden defects, or the behavior of users, suppliers, administrators, or visitors.

3.3 Voluntary and informed use of the platform

The use of the platform is done in a free, voluntary, and informed manner. By registering and participating, users expressly agree to the terms, conditions, and limitations of the service.

ReferenciasLocales.com.mx does not guarantee continuous availability or specific results, and may modify or discontinue services at any time, without prior notice.

3.4 Disclaimers in cases of force majeure or misuse of information

The platform will not be responsible in cases of force majeure, fortuitous event, or events beyond its control, such as pandemics, natural disasters, internet outages, cyberattacks, military conflicts, or government restrictions. Likewise, it disclaims any consequences derived from the improper use, misrepresentation, or misinterpretation of the information contained in the platform by any user or third party.

4. Cookies Policy

4.1 Types of cookies ReferenciasLocales.com.mx uses its own and third-party cookies to optimize the user experience. Among the main categories of cookies used are:

1. **Technical cookies:** necessary for the basic functioning of the platform.
2. **Analysis cookies:** allow us to collect statistical data on browsing behaviour.
3. **Personalisation cookies:** remember user preferences such as language or local settings.
4. **Advertising cookies:** managed by third parties, to show relevant ads to the user.

4.2 Purpose of the use of cookies

The use of cookies allows ReferenciasLocales.com.mx to continuously improve its technical operation, adapt the content to the user's preferences, analyse usage patterns, and offer safer, faster, and more personalised browsing. Under no circumstances do the cookies used store sensitive personal information or access content on the user's device.

4.3 Management, configuration, and deletion of cookies

The user has full control over the management of cookies. You can set your browser to accept, block, or delete cookies at any time. Specific instructions for each browser can be found on the browser's official support sites. By disabling certain cookies, some functionalities of the platform may be limited.

4.4 Express consent and future modifications

The use of cookies requires the express consent of the user, granted when accepting the pop-up notice during their first visit to the site. This consent can be revoked at any time via browser settings.

ReferenciasLocales.com.mx reserves the right to update this policy to reflect legislative, technological, or strategic changes, notifying such updates in the same section of the platform.

5. Notice to Members and Providers

5.1 Responsibility for publications and shared data

Each user, whether resident, supplier, ambassador, or promoter, is fully responsible for the content they publish on the platform. This includes comments, reviews, images, contact details, promotions, or offers.

ReferenciasLocales.com.mx is not responsible for the truthfulness, legality, or accuracy of content posted by third parties, and reserves the right to remove any content that violates applicable community rules or legal provisions.

5.2 Acceptance of terms when registering

By creating an account on ReferenciasLocales.com.mx, the user expressly and knowingly accepts the general terms and conditions, as well as the complementary policies, including the privacy policy, cookies, limited liability, use of the digital wallet, and dispute resolution mechanisms. This acceptance shall be considered as a binding agreement between the platform and the user.

5.3 Specific Rules for Ambassadors and Promoters Ambassadors and promoters designated to represent the platform in specific condominiums or communities must:

1. Respect the image and reputation of ReferenciasLocales.com.mx.
2. Promote the ethical registration of suppliers and users without resorting to deceptive practices.
3. Not to solicit unauthorized compensation or to act on behalf of the platform without formal permission. Failure to comply with these rules may result in immediate termination of your access, removal of benefits, and possible legal action.

5.4 Penalties for non-compliance or fraudulent use. The following are considered improper and punishable uses:

1. Identity theft.
2. Manipulation of ratings or comments.
3. Inclusion of false or illegal data.
4. Use of the system for activities outside the purpose of the platform. The penalties range from temporary suspension of the account to permanent deletion, including possible reporting to the competent authorities if criminal behavior is identified.

6. Financial Data Protection

6.1 Security measures and encryption

ReferenciasLocales.com.mx implements high-level computer security protocols to protect all financial information that may be processed through its platform. This includes the use of SSL/TLS encryption in all transactions and communications, as well as firewalls and intrusion prevention systems that ensure data integrity and confidentiality.

6.2 Processing through certified gateways

All transactions involving payments, collections, or credit/debit card registrations are processed exclusively through external payment gateways, duly certified following PCI DSS (Payment Card Industry Data Security Standard) standards. ReferenciasLocales.com.mx acts solely as an intermediary channel, with no direct access to sensitive information.

6.3 Policy on the non-storage of banking information

The platform does not store, register, or save bank card numbers, security codes (CVV), or any confidential financial data of its users or suppliers. This policy is aligned with international best practices in financial data protection and cyber risk reduction.

6.4 Limited liability for fraud

ReferenciasLocales.com.mx will not be responsible for fraud, identity theft, unauthorized access, or any other illicit activity related to means of payment that have not been managed within the certified infrastructure of the payment gateway itself. In the event of detecting irregularities, the platform undertakes to cooperate with the relevant authorities and suppliers to facilitate the relevant investigations, but does not guarantee refunds or compensation outside its technical or contractual control.

7. Intellectual Property

7.1 Ownership of the software, design, and brand

The website ReferenciasLocales.com.mx, including its source code, graphic design, functional structure, logo, trade name, brand, and other distinctive elements, is the exclusive property of its founders or of the natural or legal persons who have been expressly authorized as owners. These elements are protected by national and international copyright and industrial property laws.

7.2 Permitted use and restrictions

The use of the platform does not imply any transfer of intellectual property rights. Users and suppliers may only use the functionalities of the page following the established purposes: consultation, publication, recommendation or contracting of services, and it is strictly forbidden to copy, distribute, decompile, reproduce, modify or commercially exploit any part of the content or technological structure without the express written authorisation of the owners.

7.3 Procedure for complaints of infringement

Any natural or legal person who considers that their intellectual property has been violated within the platform may file a complaint through the email legal@referenciaslocales.com.mx, accompanied by sufficient documentary evidence that proves the ownership of the right and the alleged infringement. The platform will evaluate the case and may suspend the infringing content within no more than five business days, without this implying an admission of responsibility.

7.4 Transfer of content by users

The content (texts, images, ratings, comments, or promotional materials) that users voluntarily publish on the platform will be understood as a non-exclusive, free of charge, and indefinite transfer in favor of ReferenciasLocales.com.mx for reproduction, dissemination, adaptation, or modification within the environment of the platform and promotional purposes. This assignment does not grant the platform any economic rights outside the original digital context of use.

8. Vigencia y Modificaciones de Políticas

8.1 Entrada en vigor

Las presentes políticas, términos y condiciones entran en vigor a partir

de su publicación en el sitio web www.referenciaslocales.com.mx, siendo aplicables a todo usuario, proveedor, visitante o tercero que interactúe con la plataforma desde dicha fecha. El uso continuado de la plataforma después de esa fecha se considerará como aceptación expresa y vinculante de estas disposiciones.

8.2 Procedimiento de actualización

ReferenciasLocales.com.mx se reserva el derecho de modificar, actualizar o complementar, en cualquier momento y sin previo aviso, el contenido de estas políticas. Dichas modificaciones se realizarán conforme a los principios de legalidad, transparencia y proporcionalidad, con el objetivo de mejorar el funcionamiento de la plataforma, cumplir con obligaciones regulatorias o adaptar las condiciones al entorno digital cambiante.

8.3 Notificación y aceptación de cambios

Toda modificación sustancial será notificada mediante un aviso visible en la plataforma y, cuando aplique, a través de los correos electrónicos registrados por los usuarios. El uso continuado del sitio después de una actualización se considerará como aceptación tácita de los nuevos términos. En caso de no estar de acuerdo con los cambios, el usuario podrá cancelar su cuenta sin penalización, siempre que no tenga obligaciones pendientes.

9. Jurisdiction and Dispute Resolution

9.1 Applicable Legislation by Country

ReferenciasLocales.com.mx operates as a digital platform available to users in different countries, so each user, provider, or participant will be responsible for complying with the legislation in force in their country of residence or operation, especially concerning data protection, e-commerce, consumer rights, tax, and labor obligations.

For legal purposes in Mexico, the use of the platform will be governed

by the provisions contained in the Political Constitution of the United Mexican States, the Federal Consumer Protection Law, the Law on the Protection of Personal Data in Possession of Private Parties, and other applicable regulations.

9.2 Alternative methods of conflict resolution

Any difference, complaint, or controversy that arises between users, suppliers, or administrators within the framework of the platform will be addressed in the first instance through voluntary digital conciliation mechanisms, facilitated by the site's own internal communication channels.

If no agreement is reached, the use of alternative dispute resolution methods, such as mediation or arbitration, will be encouraged before resorting to judicial instances, provided that local laws allow it.

9.3 Express waiver of non-agreed international litigation

Users and suppliers expressly waive the right to file international litigation or claim foreign jurisdictions unless there is an express agreement signed by both parties.

In all cases, if there is no agreement between the parties, the jurisdiction of the courts of the City of Playa del Carmen, Quintana Roo, Mexico, will be accepted as the competent jurisdiction, without prejudice to the jurisdiction that may correspond according to local laws in other jurisdictions.

10. General Statement of Responsibility and Scope of the Platform

10.1 Introduction and nature jurídicaReferenciasLocales.com.mx is a technological platform that facilitates interaction, linkage, and communication between residents, service providers, community developers, and residential property managers. Its nature is that of a digital channel of contact and recommendation, without assuming the character of legal representative, contractor, employer, commercial

intermediary, or guarantor of the relationships established between users.

10.2 Stakeholders and scope of responsibility platform ecosystem may include:

1. Master Community or Residential Subdivision
2. Condominiums and Their Managers
3. Residents, Registered Users, and Visitors
4. Service and product providers
5. Promoters, ambassadors, or strategic allies

Each party is responsible for its acts, postings, collections, services rendered, legal compliance, and interactions on or off the platform. ReferenciasLocales.com.mx assumes no direct or joint liability for such acts.

10.3 Payments, Invoicing, and Tax Obligations

All suppliers who generate revenue through the Platform are responsible for complying with the applicable tax laws in their jurisdiction, including issuing valid invoices, reporting taxes, and complying with obligations to tax authorities. The platform does not serve as a tax withholding or as a validator of the tax compliance of its users.

10.4 Platform Features and Limitations platform offers tools such as:

1. Publishing profiles and services
2. Rating and feedback between users
3. Alerts and contact tools

4. External payment gateways
5. Visibility on promoted listings

However, it does not guarantee:

1. The quality, compliance, timeliness, or result of the services
2. The veracity of information published by third parties
3. Automatic conflict resolution
4. Certification of identity or professional skills
5. The success of any transaction or interaction generated on the platform

10.5 Claims, Disputes, and Dispute Resolution

Claims or complaints between users shall be resolved directly between the parties involved. The platform will only intervene if the rules of use are violated or if the content published is illegal, offensive, or contrary to internal policies.

Disputes may be marked as "resolved" by mutual agreement within the system, without legal involvement on the part of ReferenciasLocales.com.mx.

10.6 Blacklist and Community Sanctions

The platform reserves the right to suspend, limit or delete accounts when:

1. There is a recurrence of verified complaints
2. Fraudulent or malicious activity is detected
3. Internal regulations are violated, or deceptive means are used
4. Identity theft, payment evasion, or false publications are identified

These sanctions may be applied without prior notice, as part of the exercise of Community control.

10.7 Jurisdiction and applicable laws

This chapter is subject to Mexican laws, in particular those relating to electronic commerce, consumer protection, intellectual property, and protection of personal data. For legal purposes, the exclusive jurisdiction will be that of the competent courts in Playa del Carmen, Quintana Roo, Mexico, without prejudice to the legislation applicable to each user according to their country of residence.

10.8 Endnotes

This statement forms an integral part of the site's regulatory framework. Its update will be notified through the official means of the platform. Your continued use of ReferenciasLocales.com.mx implies full and voluntary acceptance of the terms set forth herein. Any additional exceptions, interpretations, or agreements must be in writing between the parties involved.

11. Bibliographic References (APA Style)

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