

Terms of Use

These Terms of Use are an agreement ("Agreement") between you and Puentes Company ("PuC") regarding your use of the information, software, products, and services contained in or available through the Puentesonline.com website ("Site"). The Site is comprised of various web pages operated by "PuC." Your use of this Site is governed by and subject to these terms of use ("Terms of Use"). The term "you" refers to an individual accessing this Site and, to the extent applicable, also includes the corporation or other legal entity (e.g., your employer), if any, on whose behalf you are accessing this Site. By accessing and using this Site, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, please do not continue use this Site.

All materials provided on this Site, including but not limited to information, documents, products, logos, graphics, images, software and services (the "Materials") are provided by PuC and by third-party providers, and are the copyrighted work of PuC and their respective third-party providers. No PuC Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or means without PuC's prior expressed written permission. Nothing on this Site confers any license under PuC's intellectual property rights except as specifically noted below, whether by estoppel, implication, or otherwise. You acknowledge sole responsibility for obtaining required licenses. PuC grants you permission to display, copy, distribute and download the Materials on this Site provided that: (1) both the copyright notice identified below and this permission notice appear in the Materials; (2) the use of such Materials is solely for personal, non-commercial use; and (3) the Materials are not modified in any way. Permission terminates automatically and without notice if these terms of use are breached. Upon termination, you will immediately destroy any downloaded or printed Materials. Unauthorized use of Materials from this Site may violate copyright, trademark and privacy laws.

Modifications to Terms of Use

PuC reserves the right to change the terms, conditions, and notices under which the Site is offered, including but not limited to the charges associated with the use of the Site. You understand and agree that your use of the Site after the date on which the Terms of Use have changed shall be treated as acceptance of the updated Terms of Use. You may view a change

log at anytime at the end of this document for any updates to the Terms of Use.

Copyright

All Site Materials, including, without limitation, text, graphics and other files, and the arrangement thereof, are copyrighted and PuC reserves all rights associated with such copyrights. This Site itself is protected by copyright as a collective work or compilation under U.S. copyright and other laws. The names, trademarks, service marks and logos appearing on this Site may not be used in any advertising or publicity, or otherwise to indicate PuC's sponsorship of or affiliation with any product, service, event or organization without PuC's prior express written permission. You may electronically copy and print to hard copy any portion of this Site for the sole purpose of using the Materials it contains for non-commercial use. Any other use of the Materials on this web Site, including any commercial use, reproduction for purposes other than described above, modification, distribution, republication or display, without the express written permission of PuC is strictly prohibited.

Any rights not expressly granted herein are reserved by Puentes Company.

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Trademarks

Unless otherwise noted on the Site, all other trademarks, service marks, and logos used in this Site are the trademarks, service marks or logos of their respective owners.

Claims of Copyright Infringement

PuC considers itself an online service provider under Subsection 512(c) of the Digital Millennium Copyright Act, Title 17 of the U.S. Code and has this notice in place to address claims of copyright infringement on PuC Internet services. If you believe that material on a PuC Site or service infringes your copyright, you may submit a notification to PuC's designated agent to receive copyright notices. Notice and Procedure for Notification of Claimed Copyright Infringement Pursuant to 17 U.S.C. Sec. 512 of the U.S. Copyright Law (<http://www.copyright.gov/title17/92chap5.html>) :

RE: Copyright Infringement Claim

Attn: Sean Daly

Puentes Company, Inc.

55 Merrick Way, Suite 202

Coral Gables, Florida 33134

Proprietary Content

PuC has expended substantial time, effort and funds to create the Site and to collect and provide the materials, products and services that are available through the Site. You understand and agree that PuC owns or (where required, appropriate or applicable) has been licensed by third parties to use all right, title and interest in and to the Site and the products and services made available on or through the Site, and all information, text, data, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other content contained therein, and the collection, design, selection and arrangement thereof (collectively, the "Content," that are accessed, used or obtained on or through the Site). You acknowledge that the Content contains valuable proprietary information that is protected by applicable intellectual property and other proprietary rights and laws of the United States and other countries, and that you acquire no ownership interest therein by accessing or using the Site or the Content. Such intellectual property and proprietary rights include, but are not limited to, patents, copyrights, trademarks, service marks, trade dress and trade secrets, and all such rights are and shall remain the property of PuC and its licensors.

Subject to the Terms of Use of this Agreement, and until termination of the Agreement, PuC grants you a non-exclusive, non-transferable, limited license to view or print the PuC's Content in this Site without alterations, for personal, non-commercial use only. This limited license does not apply to any media or platform other than that of the current Site. As between You and PuC, other than any User Posting that You contribute to the Site, all Content on the Site is (and shall continue to be) owned exclusively by PuC, and is protected under applicable copyrights, patents, trademarks, trade dress, and/or other proprietary rights, and the copying, redistribution, use or publication by you of any such Content or any part of the Site is prohibited. Under no circumstances will you acquire any ownership rights or other interest in any Content by or through your Site Use, unless previously agreed upon with written notice by both You and

Puentes Company.

Your Privacy

Information that you provide or that we collect about you through your access to and use of this Site is subject to our Privacy Policy, the terms of which are hereby incorporated into these Terms of Use by reference. Please review our Privacy Policy, which explains how Puentes treats your personal information and protects your privacy.

Security

PuC takes commercially reasonable measures to secure and protect information transmitted to and from the Site, however we cannot and do not guarantee that any such communications or any electronic commerce conducted on or through the Site is or will be totally secure.

PuC secures your personal information from unauthorized access, use or disclosure. PuC secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

Your Passwords

If you are allowed access to password-protected areas of the Site, you agree to keep your password confidential. If your password is compromised, You agree to send Notice to PuC within 24 hours. You acknowledge that PuC neither endorses nor is affiliated with any Linked-Site and is not responsible for any information that appears on the Linked-Site. You acknowledge that (i) the Internet is a network of computers worldwide, and that any Information submitted by you to PuC necessarily is routed via third party computers to PuC, (ii) PuC is not responsible for lapses in online security and does not assume liability for improper use of your Information by a third party.

Your Submissions

By submitting information and materials to the Site or to PuC, whether by e-mail, telephone or other mode of communication, or through access to and use of the Site or the Content including, but not limited to, access to and use of any available pages or applications, submitting

or posting feedback, questions, comments, suggestions, ideas, graphics, text, software or computer files of any type, you hereby expressly grant, or warrant that the owner of such material has expressly granted PuC a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, make and have made, reproduce, modify, adapt, publish, translate and distribute such information and material (in whole or in part) worldwide and to incorporate it in other works in any form, media or technology now known or hereafter developed, subject to our Privacy Policy, as set forth on this Site and without compensation to you; provided, however, that the rights granted to PuC in this paragraph shall not apply to any Customer Content, as defined in the applicable PuC Master Subscription and Services Agreement, if you are a Customer of PuC.

PuC does not claim ownership of the materials you provide to the Site (including feedback and suggestions) or posts, uploads, inputs or submissions to any PuC website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting PuC, its affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. PuC is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in PuC's sole discretion. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Your Links to Third Party Sites and Services

For your convenience, certain hyperlinks may be provided on the Site which link to other web sites that are not under the control of PuC. PuC does not sponsor or endorse such web sites and is not responsible for the accuracy, content or any aspect thereof. PuC disclaims all liability for such web sites, and for any use of the links to such web sites or use of such web sites themselves. We also disclaim all liability and make no representations or warranties for any products or services made available, sold or provided to you by any third party. Your

use of other web sites, and the offer or purchase of products or services on or through such other web sites, is subject to the terms of use thereof. You agree that you will bring no suit or claim against PuC arising from or based on your use of, or the offer or purchase of products or services on or through, such other web sites. Links do not imply that PuC is affiliated or associated with, sponsored by or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in connection with or accessible through such links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of PuC or any of its affiliates.

Your Compliance with Law

You access and use the Site and the materials, products and services available on or through the Site or PuC at your own initiative and risk. In connection with your access to and use of the Site and that of any person authorized by you to use the Site, you are responsible for compliance with all applicable laws, regulations and policies of all relevant jurisdictions. Recognizing the global nature of the Internet, you agree to comply with all applicable local rules regarding online conduct and acceptable content. You expressly agree to comply with all applicable laws regarding the transmission of data or information out of the country in which you reside. You further agree not to upload to the Site any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain encryption software. These assurances and commitments by you shall survive termination of these Terms of Use.

You acknowledge that PuC has the right, but no obligation, to monitor the Site and to disclose any Information necessary to operate the Site, to protect PuC, PuC's customers, and others to comply with legal obligations or governmental requests. PuC reserves the right to refuse to post or to remove any Information on the Site, in whole or in part, for any reason. You agree to comply with all governmental laws, statutes, ordinances, and regulations (including unfair competition, anti-discrimination or false advertising) regarding your Site Use.

Prohibited Acts

Concerning your Site Use or any Content, you agree not to knowingly: (i) use any device, software or technique to interfere with or attempt to interfere with the proper working of the Site; (ii) post or transmit to the Site any unlawful, fraudulent, harassing, libelous, or obscene

Information of any kind; (iii) post or send to the Site any Information that contains a virus, bug, or other items that may be harmful to others or the wellbeing of PuC; (iv) publish, perform, distribute, prepare derivative works, copy, reverse engineer, or use the Content (other than as expressly permitted herein); (v) post or transmit into or on the Site any Information in violation of another party's copyright or intellectual property rights; (vi) take any action which imposes an unreasonable or disproportionately large load on PuC's infrastructure; (vii) redeliver any of the Content using "framing", hyperlinks, or other technology without PuC's express written permission; or, (viii) use any device or technology to provide repeated automated attempts to access password-protected portions of the Site or, (ix) engage in any marketing or advertising activities, other than with PuC's expressed consent, or, (x) to falsely represent your identity on the Site.

As a condition of your use of the Site, you warrant to PuC that you will not use the Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

Disclaimer

All materials, products and services available on or through this site and through the Site are provided "As Is" and "As Available," without any warranties or guarantees whatsoever, whether express or implied. PuC disclaims all warranties, including the implied warranties of merchantability, fitness for a particular purpose, title and infringement. PuC does not represent, warrant or covenant that this site, products and services available on or through this site and through PuC are or will be accurate, current, complete, reliable, appropriate for any particular use to which you, or your company, may choose to put them, or that they are or will be available on an on an uninterrupted and error-free basis, that defects will be corrected, or that this site and the materials, products and services available on or through this site are free of viruses or other harmful components.

Limitation of Liability

Neither PuC, its subsidiaries, contractors, suppliers, co-branders and other similar entities, not the officers, directors, employees, representatives and agents of any of the foregoing (all such individuals and entities as listed heretofore in this sentence, collectively, the "PuC Associates"), shall be liable to you, your company, or any third party for any loss, cost, damage or other injury, whether in contract, tort, negligence, strict liability or otherwise, arising out of or in connection with: (a) your use, negligent use or non-use, or your reliance on or failure to rely on this site, the content, products and services accessible, accessed or used on or through the site or PuC; (b) any decisions made or not made, or actions taken or not taken by you, your company, or any third party with regard to, in reliance on, or as a result of, access and use of the site, the content, products and services available on or through the site and PuC; (c) PuC's performance of or failure to perform its obligations under or in connection with these Terms of Use, or (d) your purchase and use of any goods or services provided by third parties through PuC. Under no circumstances shall the PuC Associates be liable to you, your company or any third party for any indirect, consequential, incidental, punitive, special or similar damages or costs (including, but not limited to, lost profits or data, loss of goodwill, loss of or damage to property, loss of use, business interruption and claims of third parties, arising out of or in connection with these terms of use, the use, negligent use or non-use of products and services available on or through the site or PuC, the use, copying or display of this site or the content, transmission of information to or from the site over the Internet, or any other cause beyond the control of PuC, even if PuC was advised, knew or should have known of the possibility of such damages or costs. In a jurisdiction that does not allow the exclusion or limitation of liability for certain damages, the liability of the PuC Associates shall be limited in accordance with these Terms of Use to the fullest extent permitted by law. Without limiting any of the foregoing, if any of the PuC Associates are found liable to you or any third party as a result of any claims or other matters arising under or in connection with these Terms of Use. The PuC Associates collective, aggregate and maximum liability for all such claims and other matters in any calendar year shall not exceed \$10.

Indemnification

You agree to indemnify, defend and hold all of the PuC Associates harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees), made by any third party due to or arising out

of content, data or information you submit, post to or transmit through the Site, your access to and use, negligent use or non-use of the Content, the Site, products and services available on or through the Site and PuC, your violation of these Terms of Use or your violation of any rights of another. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you. All rights and duties of indemnification set forth herein shall survive termination of these Terms of Use.

Dispute Resolution By Binding Arbitration

Most customer concerns will be resolved as quickly as possible through one of our help blogs or by emailing directly to sean@puentesonline.com. In the unlikely event that our customer service resources are unable to resolve a complaint or concern you may have (or if PuC has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through the process detailed below.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to PuC should be addressed to Sean Daly, Puentes Company, 55 Merrick Way, Suite 202, Coral Gables, Florida 33134 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If PuC and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, you or PuC may commence an arbitration proceeding.

a) Any "unresolved" dispute, controversy or claim arising from, connected to or related in any manner with this Agreement including, but not limited to, its breach, termination, expiration, or invalidation, or with the relation of the parties under the terms hereof (the "Dispute"), shall be resolved and decided by binding arbitration, pursuant to the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The arbitrator shall have the exclusive right to determine the arbitrability of any Disputes. In the event of any conflict between the rules of the ICC and any provisions of this Agreement, this Agreement shall govern.

b) The juridical seat of the arbitration shall be the City of Miami, Florida, United States of America, and the proceedings will be conducted there or at such other location upon which the Parties to the arbitration may agree.

- c) The arbitration shall be conducted in the English language, provided however, that any Party may submit testimony or documentary evidence in a language other than English and shall, upon the request of the sole arbitrator or any other Party to the arbitration proceeding, furnish a translation or interpretation into English of any such testimony or documentary evidence.
- d) There shall be a sole arbitrator for all Disputes. The Parties may, by agreement, nominate the sole arbitrator for confirmation by the ICC. If they fail to do so within 30 days from the date that the Respondent receives Claimant's Request for Arbitration, or such additional time as allowed by the ICC Secretariat, then the sole arbitrator shall be appointed by the ICC.
- e) The sole arbitrator shall award the prevailing Party its attorneys' fees and costs, arbitration administrative fees, panel member fees and costs, and any other costs associated with the arbitration. The sole arbitrator may only award damages as provided for under the terms of the Agreement and in no event may punitive, consequential and special damages be awarded.
- f) The sole arbitrator shall be required to apply the substantive law of the Customer's home country in ruling upon any Dispute.
- g) The Parties hereby agree that the dispute resolution procedures specified in this Article shall be the sole, exclusive procedures for the resolution of Disputes between or among the Parties arising from or relating to the Agreement, including all documents made a part thereof, provided, however, that any Party may seek a preliminary injunction or other preliminary judicial relief if, in its reasonable, good-faith judgment, such action is necessary to avoid irreparable damage. Despite such action, the Parties shall continue to participate in good faith in the procedures specified in this Article.
- h) Any decision or award of the sole arbitrator shall be reasoned and in writing, and shall be final and binding upon the Parties to the arbitration proceeding. The Parties hereby agree not to invoke or exercise any and all rights to appeal, review, vacate or impugn such decision or award by the sole arbitrator. The Parties also agree that the arbitral decision or award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found, and that a judgment upon the arbitral decision or award may be entered in any court having jurisdiction thereof.
- i) The Parties hereby agree that if any Party to the arbitration proceeding fails or refuses to voluntarily comply with any arbitral decision or award within 30 days after the date on which it receives notice of the decision or award, the other Party, the sole arbitrator or their attorneys-in-fact may immediately proceed to request judicial approval necessary for the execution of such decision or award, before a competent judge of the domicile of such refusing Party or before

any other court of competent jurisdiction. Further, if any prevailing Party is required to retain counsel to enforce the arbitral decision or award, the Party against whom the decision or award is made shall reimburse the prevailing Party for all reasonable fees and expenses incurred and paid to said counsel for such service.

References to "PuC", "you", "us", "party" or "parties" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or devices under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and PuC are each waiving the right to a trial by jury or to participate in a class action. This agreement evidences a transaction in the interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

Fees and Renewals

From time to time, we may offer different subscription terms, and the membership fees for such subscriptions may vary. The membership fees are non-refundable except as expressly set forth below. Unless you notify us before the renewal date of your membership that you want to cancel or auto renew, your subscription will automatically renew and you authorize us (without notice to you) to collect the then applicable subscription fees, using any valid payment source we have on record for you.

Free Trials and Refund Policy

Free trials of certain PuC products and services may be offered from time to time. The terms and conditions of such free trials shall be contained in the offer. No refund of any amount paid shall be granted under any of the following circumstances: 1) the accurate conversion of a free trial to a paid service; 2) the accurate collection of any fee for any active subscription service; or 3) the accurate collection of fees or other payment for any other product or service.

Miscellaneous

- a) Location & Interpretation. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- b) Equitable Relief. You acknowledge that any breach by you of the provisions of the Agreement will cause irreparable damage to PuC or Others and that a remedy at law will be inadequate. Therefore, in addition to any and all other legal or equitable remedies, PuC and Others will be entitled to injunctive relief for any breach of this Agreement.
- c) Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- d) Complete Integration. This Agreement constitutes the entire agreement between you and PuC pertaining to the subject matter hereof, and serves as an absolute integration thereof. You agree to review this Agreement prior to any Site Use, and each Site Use by you shall constitute and be deemed your unconditional acceptance of this Agreement. This Agreement may be prospectively modified by PuC, by posting a revised Agreement on the Site.
- e) Termination. The Agreement may be terminated by either Party, in its sole and absolute discretion, at any time and for any reason (with or without cause), with or without notice. If the Agreement is terminated, you agree to cease all Site Use and, upon request by PuC, to return all Information in your possession relating to the Site, and all copies thereof.
- f) Survival of Certain Provisions. Any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the parties, their successors and permitted assignees.
- g) Waiver. No delay or omission to exercise any right or remedy accruing to PuC upon any breach or default by you shall constitute a waiver by PuC of any breach or default.
- h) Headings. All article or section headings, or exhibit names, are for reference and convenience only and shall not be considered in the interpretation of the Agreement.
- i) No Agency. You and PuC are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

j) Conflicts. If this Agreement conflicts with a provision of any other contract between you and PuC relating to the Site, the provision in such other Agreement shall govern.

Glossary

The following terms, when used in this Agreement, shall have the following meanings.

"Content". The term "Content" means all Information, data, or other material, in any form or media, contained in, obtained from, or relating to the Site, including all results obtained from the Site and any User Postings.

"Content Providers". The term "Content Providers" means both PuC and Others.

"Information". The phrase "Information" includes all data, information, documents, files, personally-identifying information, and software disclosed by one party to the other in connection with the Site or your Site Use.

"Linked-Site". A "Linked-Site" means any Internet site (including all information, data, and content thereon) that is linked to the Site, but not owned by PuC.

"Notice". The phrase "Notice" refers to the sending of Information by you to PuC via certified mail, return receipt requested, to PuC at the address noted below.

"Others". The terms "Others" means PuC's direct or indirect licensors, PuC's affiliates, or other contributors to the Site (other than PuC).

"Privacy Policy". The phrase "Privacy Policy" refers to PuC's official published privacy policy, if any, describing PuC's intended uses of your personally identifiable Information.

"Site". The term "Site" means any PuC internet site, page (and all sub-pages), uniform resource locator ("URL"), domain location, and all Information and Content thereon.

"Site Use". The term "Site Use" means your use of or access to the Site.

Questions Regarding Terms of Use

Please contact us with any questions regarding this Site or these Terms of Use by e-mail sean@puentesonline.com.

Change log:

There have been no changes to date to the terms of use.