

TERMS AND CONDITIONS

Date of last update: [April 21, 2022]

BMC Medical Manufacturing, S.A. de C.V. (hereafter "**BMC**") welcomes users to the Site, identified with the domain name: [**www.bmcmm.com**] (the "**Site**"). Stated the aforementioned, users of the Site recognize and accept that their sole interaction with the Site or their registry under any of the following modalities implies, in all cases, the express acceptance of the current terms and conditions (the "**Terms and Conditions**") and the Privacy Notice, which may be consulted at [**www.bmcmm.com/docs/BMC – Privacy Notice.pdf**].

1. Use of the Site.

The services provided by the Site will exclusively be available to those who comply with the following registry requirements.

- Individuals that:
 - Are over 18 (eighteen) years of age;
 - Are Mexican citizens or residents of the 32 (thirty-two) Mexican states

Without prejudice to the contents of the present section, BMC reserves the right to validate any information that it considers necessary to safeguard the integrity of BMC and of the Site, prior to the user's access to services.

2. Veracity of Information.

Users hereby recognize and accept that all the information provided to the Site and/or BMC, as appropriate, will always be accurate, reliable, and up to date, therefore acknowledging their liability for such, releasing BMC of all liability in this regard.

3. Intellectual Property Rights.

Intellectual Property of BMC.

On the Site and using the provided services, users may find information related to or directly considered, including but not limited to, distinguishing signs, brands, commercial names, and trade secrets. Their exploitation, ownership, compilation, and storage, as well as corresponding inherent and derived rights, belong, in all cases, to BMC, even if such information is protected or not by the Mexican legislation in force or the treaties subscribed to by Mexico regarding intellectual property. Therefore, through this means, users recognize and accept that all information contained on the Site is subject to exclusive use and enjoyment of BMC, therefore they accept to liberate and, if applicable, indemnify BMC for the unauthorized reproduction, assumption, alteration, or any other use of such.

To clarify, all logotypes, photos, images, programs, applications, source codes, programming codes, functionalities, modalities, the Site itself, and generally, any information contained or published on the Site will be considered as protected information under the established by the previous paragraph.

Third party intellectual property.

BMC informs the users that various content included in the Site and part of the Services, belongs to, or could belong to distinctive signs, brands, commercial names, and trade secrets of BMC providers, which are used by BMC under their authorization, in terms of the content of the Terms and Conditions, the Privacy Notice, the legal tools celebrated with BMC in each case, and the Mexican legislation in force regarding intellectual property.

Therefore, BMC recognizes, accepts, and notifies users that the use of such information, whether protected or not, registered or not, belongs exclusively to their owner or beneficiary. Thus, through this means, users accept to liberate BMC of the misuse, exploitation, and/or unauthorized use that a user may make of such information, affecting its respective owner or beneficiary.

Generalities in respect to the intellectual property contained in the Site.

Through this act, users recognize, agree, and guarantee that the total or partial use, modification, alteration, or suppression of the notices and commercial names, brands, signals, advertisements, logotypes, or, in general, any information contained in the Site, is expressly and strictly prohibited. Likewise, through this act, users expressly waive their right to pursue any action, suit, or claim against BMC and its related parts, for whichever current or prospective infringement of any copyright or intellectual property right derived from the information, programs, applications, software, source codes, programming codes, ideas, and other material that the user himself sends to the Site or shares with BMC through any other means, whether physical, electronic, optical, or magnetic.

BMC expresses its will to act against violations that may occur regarding intellectual property, in accordance with the dispositions foreseen in the applicable legislation. Therefore, if pertinent, and given such assumption, BMC may block or eliminate access to material that is subjected to activities that infringe third party intellectual property rights or the intellectual property rights of BMC and its related parties.

Without prejudice of the provisions of the present section, BMC reserves any right and/or action in respect to or over such rights and third-party rights, in accordance with the applicable regulations in Mexico and the international treaties regarding intellectual property to which Mexico has subscribed.

4. Liability and Compensation.

Regardless of any contrary disposition included herein, the user acquires all direct and derived liability that results from his or her interaction with the Site, for which the user is required to defend, indemnify, exclude from liability, and keep BMC and its shareholders, officers, directors,

employees, contractors, and providers safe against any action, suit, complaint, damage, prejudices, fines, sanctions, costs, and expenses of any kind, included but not limited to reasonable legal fees exercised by a third party against the user, with the motive of any action, inaction, omission, or negligence of any kind. Likewise, users are obligated to pay BMC for damages and prejudices that they may have caused due to non-compliance of any provision included in any legal instrument that he or she sustains with BMC.

The user will not be able to argue unawareness of the present Terms and Conditions and the Privacy Notice, as well as any other legal or contractual disposition that results from Site interaction.

5. Consent and Validity.

The adherence to any instrument related or derived from the Site and/or BMC may be established through the consent procedure found in the Site, which complies with the applicable legal requirements. The electronic consent will serve for all legal purposes as an autographic signature and as a digital signature, of the user's consent, and as proof of their will to submit to the legal instruments in question; under the agreement that consent will be granted through electronic means.

The Terms and Conditions remain valid until they are modified. Therefore, BMC reserves the right to make any changes, at any time, unilaterally, and without prior or subsequent notice to the user; with the understanding that such modifications shall take effect [15 (fifteen) natural days] after the date of its respective notification. The continuity in the use of the Site after its modification will be considered as fully accepted by the Users.

6. Miscellaneous.

Agreement and Subsistence.

This document represents the agreement between BMC and the users of the Site, and replaces all previous communications, proposals, and agreements, whether oral, written, or electronic, between BMC and the users of the Site, with exception of the protection of personal data foreseen in the Privacy Notice.

If any disposition found in the current Terms and Conditions results inapplicable or invalid, such disposition will be eliminated to the minimum extent necessary and the remaining Terms and Conditions will remain in force.

Resignation.

No right or obligation is waivable by the users and BMC.

Transfer of Rights.

Given the personal nature of the rights and obligations granted to the user and BMC in the current Terms and Conditions, they should not grant, transfer or assign the rights and obligations that they may have acquired to a third party. The foregoing, with the exception that BMC may assign its rights and obligations in case of transferring the domain of the Site to a third party, without such transfer implying the subsistence of rights and obligations of BMC.