# **Terms and Conditions**

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We offer a wide range of IGOU TELECOM Services and sometimes additional conditions may apply. Each time you use any IGOU TELECOM Service (for example, Your Profile, Gift Cards, or IGOU TELECOM mobile applications) you will also be subject to the particular guidelines, terms and conditions applicable to said IGOU TELECOM Service. (the "General Conditions of Services"). The General Conditions of the Services will prevail over the Conditions of Use in case of discrepancy between both.

# **PRIVACY**

We kindly ask you to review our Privacy Policy, which also governs your use of the IGOU TELECOM Services, so that you are aware of our practices.

#### **ELECTRONIC COMMUNICATIONS**

Every time you use a IGOU TELECOM Service or send us an email, text message and other communications from any device, you are communicating with us electronically. You agree to receive communications from us electronically in a variety of ways, for example through the following types of data messages: email, text messages, push notifications from our app, or through notices and messages posted on this website or through others. IGOU TELECOM services, such as our Message Center. You agree that all contracts, notices, messages, and other notifications and communications that we send you by electronic means satisfy any legal requirement in writing and have full legal effect and validity.

#### INTELLECTUAL PROPERTY

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#### **PRICES**

Except as stated separately, all prices displayed through the IGOU TELECOM Services include taxes.

The terms and conditions of the rates, application rules and marketing policies of the monthly rental plans, as well as the amount of airtime that appear on www.figou.mx, as well as its content may be modified by IGOU TELECOM, without prior notice. For more information go to your customer service center.

#### **PAYMENT METHODS**

Cash payment with Openpay paynet and Conekta Oxxopay payment gateways. Payment with AMEX VISA MASTERCARD credit or debit card with Openpay and Conekta payment gateways.

#### **IGOU TELECOM APP PERMISSIONS**

When you use the apps created by IGOU TELECOM, such as the IGOU TELECOM App, you can grant us certain permissions indicated in the privacy notice, from your device. Most devices provide you with this permission information. For more information regarding these permissions, see our privacy notice.

#### GENERAL CONDITIONS ON IGOU TELECOM SOFTWARE

All software, including updates, enhancements and any other documentation related to such software, that we make available to you at any time in connection with the IGOU TELECOM Services (the "IGOU TELECOM Software") is subject to, in addition to these Conditions of Use and Sale, to the conditions that you can find here.

### **QUALITY**

By using this page, the user acknowledges and accepts that IGOU TELECOM, its subsidiaries and / or affiliates, do not control and do not guarantee the absence of viruses in the content of the linked sites, nor the absence of other elements that could produce alterations in their computer systems or in electronic documents and files stored in their computer systems.

## POLICIES, MODIFICATION, AND INDEPENDENCE OF PROVISIONS

Please review our other policies posted on this website. These policies also govern your use of the IGOU TELECOM Services. We reserve the right to make changes to our website, policies, Terms of Services, and these Terms of Use at any time and your continued use of the IGOU TELECOM Services will certify your acceptance of such changes. If any of these conditions is considered invalid, null, or unenforceable for any reason, said condition will be considered independent and will not affect the validity and enforceability of any of the remaining conditions.

#### APPLICABLE LAW AND JURISDICTION

The user by making use of the internet pages of IGOU TELECOM, its subsidiaries and / or affiliates, expressly accepts, in the event of any controversy, to submit to the jurisdiction of the courts of Mexico City, United Mexican States, as well as the applicable laws for the specific case in force in said place, expressly renouncing any other jurisdiction that may correspond by reason of their nationality or domicile.

Any dispute or claim related to the use of the IGOU TELECOM Services, the products or services sold by IGOU TELECOM or through www.figou.mx or these Terms of Service will be submitted and resolved at your choice, either through from the administrative jurisdiction of the Federal Consumer

Prosecutor's Office ("PROFECO") or through a complaint to the Federal Telecommunications Institute.

### **Software Additional Terms**

- 1. Use of IGOU TELECOM Software. You may use the IGOU TELECOM Software exclusively to allow you to use and enjoy the IGOU TELECOM Services provided by IGOU TELECOM, and to the extent permitted by the Conditions of Use, these Software Conditions and any General Conditions of the Services. You may not incorporate any portion of the IGOU TELECOM Software into your own programs or compile any portion thereof in combination with your own programs, transfer it for use with another service, or sell, rent, lease, loan, credit, distribute or sub-license the IGOU TELECOM or otherwise assign any rights to the IGOU TELECOM Software in whole or in part. You may not use the IGOU TELECOM Software for any illegal purpose. We may stop providing any IGOU TELECOM Software and terminate your right to use any IGOU TELECOM Software at any time. Your rights to use the IGOU TELECOM Software will automatically terminate without notice from us in the event that you breach any of these Software Conditions, the Conditions of Use or any other General Conditions of the Services. Additional thirdparty conditions included in or distributed with certain IGOU TELECOM Software may apply to the IGOU TELECOM Software (or software embedded in the IGOU TELECOM Software) that are specifically identified in the applicable documentation that will govern the use of such software in case of conflict with these Terms of Use. All software used in any IGOU TELECOM Service is the property of IGOU TELECOM or its software providers and is protected by the intellectual property laws of the United States of America and by the laws of the matter applicable internationally.
- Prohibition of Reverse Engineering Acts. You may not, nor will you encourage, assist or authorize any other person to copy, modify, or reverse engineer, decompile or disassemble, or otherwise manipulate, the IGOU TELECOM Software, in whole or in part, or create any derivative works from or from the IGOU TELECOM Software.

- 3. Updates. In order to keep the IGOU TELECOM Software updated, we may offer automatic or manual updates at any time and without the need to notify you.
- 4. The services and use of data, content and use of the platform will be governed by current Mexican laws, therefore, for all disputes arising from the use of the services, content and software of IGOU TELECOM, the parties submit to expressly to the laws and jurisdiction of the competent courts of Mexico City, Mexico, waiving any other jurisdiction that may correspond to them by reason of their domicile.