

1. Contractual relationship

These Terms and Conditions of use govern your access or use as a person, only within the American territory of applications, web pages, content, products and services made available by "Evolve Shoppers", a limited liability company variable capital incorporated in Mexico City, with registered office in Georgia 152, Colonia Nápoles, C.P. 03810, Benito Juárez, Mexico City, registered in the Public Registry of Property and Commerce under the mercantile folio 564284.

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

By accessing and using the Services, you agree to be legally bound by these Terms and Conditions, which establish a contractual relationship between you and Evolve Shoppers. If you do not accept these Terms and Conditions, you will not be able to access or use the Services. These Terms and Conditions expressly supersede previous agreements or commitments with you. Evolve Shoppers may terminate these Terms and Conditions or any of the Services regarding you or in general, cease offering or denying access to the Services or any part of them, at any time and for any reason.

Supplementary conditions may apply to certain Services, such as policies for a particular event, activity or promotion and said supplementary conditions will be communicated to you in relation to the applicable Services. The supplementary conditions are established in addition to the Conditions and will be considered a part of these, for the purposes of the applicable Services. The supplementary conditions will prevail over the Conditions in the case of conflict in respect to the applicable Services.

Evolve Shoppers may modify the Conditions related to the Services when it deems it appropriate. The modifications will be effective after the publication by Evolve Shoppers of such updated Conditions in this location or the modified policies or supplementary conditions on the applicable Service. Your access to or continued use of the Services after such publication constitutes your consent to be bound by the Terms and its modifications.

The collection and use we make of personal information in connection with the Services is as established in the Evolve Shoppers Privacy Policy, available at <http://ms.evolve.com.mx>.

2. The Services

The Services constitute a technology platform that allows users of Evolve Shoppers mobile applications or web pages provided as part of the Services (each an "Application") to register their visits to the establishments assigned to the user of Evolve Shoppers, the services offered by the platform are for personal use. THE USER ACKNOWLEDGES THAT EVERY VISIT THAT IS PAYED WILL BE REIMBURSED IN ACCORDANCE WITH THE VISIT'S COST, COVERING ONLY THE CONCEPTS INDICATED TO IT AND NO OTHER.

License.

Subject to compliance with these Terms and Conditions, Evolve Shoppers grants you a limited, non-exclusive, non-sublicenseable, revocable, non-transferable license for: (i) access and use of the Applications on your personal device only in connection with your use of The Services; and (ii) access to and use of any content, information and related material that may be made available through the Services, in each case only for your personal, non-commercial use. Evolve Shoppers and its licensors reserve any rights not expressly granted herein.

Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any part of the Services; (ii) reproduce, modify, prepare derivative works on the Services, distribute, license, lease, resell, transfer, publicly display, publicly display, transmit, retransmit or in any form exploit the Services, except as expressly permitted by Evolve Shoppers; (iii) decompile, conduct reverse engineer or disassemble the Services, except as permitted by applicable law; (iv) link, reflect or frame any part of the Services; (v) cause or launch any program or script for the purpose of extracting, analyzing or otherwise conducting data searches on any part of the Services or overloading or improperly blocking the operation and / or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access or damage any aspect of the Services or its related systems or networks.

Third Party Services and Content.

The Services may be available or accessible in relation with third party services and content (including advertising) that Evolve Shoppers does not control. You acknowledge that different privacy policies and conditions may apply to your use of such third party content and services. Evolve Shoppers does not endorse such third party content and services and in no event will Evolve Shoppers be responsible for any products or services of such third party suppliers. In addition, Apple Inc., Google Inc. and / or its respective international subsidiaries or affiliates will be third party beneficiaries under this contract if you access the Services using Applications developed for mobile devices with iOS, Android, respectively. These third party beneficiaries are not part of this agreement and are not responsible for the provision or support of the Services in any way. Your access to the Services using these devices is subject to the conditions set out in the applicable third-party beneficiary conditions of service.

Ownership.

The Services and all rights related to them are and will remain the property of Evolve Shoppers or its licensors. None of these Terms and Conditions or your use of the Services transfer or grant any right: (i) to or in connection with the Services, except as for the previously granted limited license; Or (ii) as to use or mention in any way the company names, logos, product and service names, trademarks or service brands of Evolve Shoppers or its licensors.

3. Service use

User account.

In order to use most aspects of the Services, you must register and maintain a personal account of the Services ("Account"). To obtain an Account you must be at least 21 years old. Account registration requires you to provide *Evolve Shoppers* certain personal information, such as your name, address, mobile phone number and Paypal account. You agree to keep the information in your account accurate, complete and up to date. Failure to maintain account information accurate, complete and up to date, or even having an invalid or expired payment method, may result in your inability to access and use the Services or in the resolution by *Evolve Shoppers* of this Terms. You are responsible for all activity that occurs in your Account and you agree to keep the username and password of your account safe and secure at all times. Unless *Evolve Shoppers* allows otherwise in writing, you may only own one account.

Requirements and user behavior.

The Service is not available for use by people under 21 years of age. You may not authorize third parties to use your Account, nor may you allow people under 21 years old to receive the benefits granted to you. You may not transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services and you may only use the Services for legitimate purposes. In some cases, you may be required to provide an identity document to access or use the Services and you agree that you may be denied access to or to the use of the Services if you refuse to provide the identity document.

Text messages.

By creating an Account, you agree that *Evolve Shoppers* personnel may communicate with you for informational purposes as part of the normal business activity of your use of the Services. You may request the withdrawal or cancellation of your *Evolve Shoppers* account at any time by sending an email to support@evolve.com.mx indicating that you no longer wish to become part of the mystery shopping program, along with all the data associated with your account to cancel it permanently.

Promotional codes.

Evolve Shoppers may, in its sole discretion, create promotional codes that may be exchanged for Account credit or other elements like benefits related to the Services and / or services of a Third Party Provider, subject to any additional condition *Evolve Shoppers* establishes about The basis of each promotional code ("Promotional codes"). You agree that Promotional Codes: (i) must be used for the intended purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any way, or made available to the general public (whether published in a public forum or otherwise), unless it is with permission of *Evolve Shoppers*; (iii) may be invalidated by *Evolve Shoppers* at any time for any reason without liability to *Evolve Shoppers*; (iv) may be used only in accordance with the specific conditions that *Evolve Shoppers* establishes for said Promotional Code; (v) are not valid as cash; And (vi) may expire before you use them. *Evolve Shoppers* reserves the right to withhold or deduct the credit or other elements or benefits obtained through the use of the Promotional Codes by you or any other user in the event that *Evolve Shoppers* determines or believes that the use or exchange of The Promotional Codes was wrong, fraudulent, illegal or in violation of the conditions of the Promotional Code or these Conditions.

Conditions of promotional codes.

In order for the user to continue recommending our services of mystery shopping, *Evolve Shoppers* will give the user 50 points for each new shopper that the user of the account recommends with his promotional code. (i) These points will have a specific value of \$ 1.00 Mexican peso, these points are only usable within the *Evolve Shoppers* platform and for the specific products that *Evolve Shoppers* authorize and in no other way, also depending on the third party beneficiary for which *Evolve Shoppers* gives service. (ii) These points will be transferred to your account only when the recommended shopper with your promotional code, creates an account, fills in the information required, pays a visit successfully and complete in its entirety as Mystery Shopper; only in this case and once all steps have been completed the 50 points will be transferred to your account. (iii) In case the registered user with the promotional code does not complete each of the registration steps on the *Evolve Shoppers* page and correctly completes his visit as a mystery shopper, he will not be awarded any item, without responsibility for *Evolve Shoppers*.

Content provided by the User.

Evolve Shoppers may, at its sole discretion, allow you when it deems appropriate, to submit, upload, post or otherwise make available to *Evolve Shoppers* through content services and text, audio and / or visual information, comments and opinions related to the Services, initiation of requests for support, as well as admissions' presentations for competitions and promotions (User content). All User Content provided by you will remain your property. However, by providing User Content to *Evolve Shoppers*, you grant a worldwide, perpetual, irrevocable, transferable, royalty-free license entitled to sublicense, use, copy, modify, create derivative works, distribute, publicly display, submit publicly or otherwise exploit in any way said User Content in all formats and distribution channels, now known or hereafter devised (included in the relationship with *Evolve Shoppers*' services and business and at third party sites and services), without further notice or consent from you and without requiring payment to you or any other person or entity.

You represent and warrant that: (i) you are the sole and exclusive owner of all User Content or that you have all rights, licenses, consents and permissions necessary to grant *Evolve Shoppers* the User Content license as stated previously; and (ii) neither User Content nor its presentation, uploading, posting or otherwise launching User Content, nor the use by *Evolve Shoppers* of User Content as is authorized here, will infringe, misappropriate or violate intellectual property or property rights of a third party or the rights of publicity or privacy or result in violation of any applicable law or regulation. You agree not to provide User Content that is defamatory, slanderous, hateful, violent, obscene, pornographic, unlawful or otherwise offensive, such as determined by *Evolve Shoppers*, in its sole discretion, whether or not such material may be protected by law. *Evolve Shoppers* may, in its sole discretion and at any time and for any reason, without prior notice, review, control or delete User Content, but without being obligated to do so.

Access to network and devices.

You are responsible for obtaining access to the data network necessary to use the Services. The rates and fees for data and messages on your mobile network may apply if you access or use the Services from a wireless device and you are responsible for such fees and charges. You are responsible for acquiring and updating the compatible hardware or devices necessary to access and use the Services, Applications and any updates thereof. Evolve Shoppers does not guarantee that the Services, or any part thereof, will operate on any particular hardware or device. In addition, the Services may be subject to malfunctions or delays inherent in the use of the Internet and electronic communications.

4. Payment

You understand that as a mystery shopper of *Evolve Shoppers* for each visit you make, you will be reimbursed to your current account the cost per visit, as well as the expenses you make exclusively on specific products that *Evolve Shoppers* authorizes. After having visited the theater as a mystery shopper you will be refunded the amount spent on the products specified by *Evolve Shoppers*, you will also be paid as a bonus for the visit made, an extra specific amount of money which will be made of your knowledge prior to your visit, from the time you register and *Evolve shoppers* contacts you; such value will depend on the location in which you are assigned to and make the visit, which will be transferred to your account within a period of no more than fifteen days. For the reimbursement of such expenses the user must register a Paypal account to which the transfer can be made to. *Evolve Shoppers* will respond accordingly to any request from a third party provider to modify the charges for a service or in particular. (i) All of the above will be only a way of evaluating the establishments by the user that *Evolve Shoppers* indicates to you without this implying labor relationship between any of the parties.

All charges are payable immediately and payment will be provided by Evolve Shoppers using the preferred Paypal account indicated in your Account/Profile and after that, *Evolve Shoppers* will send you a notification by email. If it is determined that the payment method of your Account has expired or otherwise invalid, you agree that *Evolve Shoppers*, as a third party limited collection agent, uses a secondary payment method in your Account, if available.

Indemnity.

You agree to hold harmless and respond to *Evolve Shoppers* and its counselors, directors, employees and agents for any claim, plaint, loss, liability and expense (including attorneys' fees) arising out of: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms and Conditions; (lii) Evolve Shoppers' use of your User Content; or (iv) your breach of the rights of any third party, including third party providers.

5. Applicable legislation; Arbitration.

Unless otherwise specified herein, these Terms shall be governed by and construed exclusively under the laws of the United Mexican States, excluding its conflict of laws rules.

6. Other provisions

Claims for copyright infringement must be sent to the *Evolve Shoppers* designated agent. Visit the Evolve Shoppers website at <http://ms.evolve.com.mx/> for the designated addresses and additional information.

Notifications.

Evolve Shoppers will be able to notify by means of a general notification in the Services, by means of an email sent to your electronic address in your Account/Profile or by written communication sent to your address, as arranged in your Account. You may notify *Evolve Shoppers* by written notice to the Evolve Shoppers address in Georgia 152, Colonia Nápoles, C.P. 03810, Benito Juárez, Mexico City.

General disposition.

You may not cede or transfer these Terms and Conditions, in whole or in part, without the prior written consent of *Evolve Shoppers*. You give your consent to *Evolve Shoppers* to assign or transfer These Terms and Conditions, in whole or in part, to: (i) a subsidiary or affiliate; (ii) an acquirer of the capital, business or assets of *Evolve Shoppers*; or (iii) a successor by merger. There does not exist a joint venture or partnership employment or agency relationship between you, *Evolve Shoppers*, or any Third Party Providers as a result of the agreement between you and Evolve Shoppers or the use of the Services.

If any provision of these Terms and Conditions shall be deemed to be unlawful, void or unenforceable, in whole or in part, in accordance with any law, such provision or part thereof shall be deemed not to be a part of these Terms and Conditions, even though the legality, validity and enforceability of the rest of the provisions of these Terms and Conditions will not be affected. In such a case, the parties shall replace such unlawful, null or unenforceable provision, in whole or in part, by a legal, valid and enforceable provision that has, to the possible extent, a similar effect to that of the unlawful provision, void or unenforceable, given the contents and purpose of these Terms and Conditions. These Terms and Conditions constitute the entire agreement and understanding between the parties in relation to the object and supersedes and replaces all prior or contemporaneous contracts or agreements in relation to that object. In these Terms and Conditions, the words "including" and "include/s" mean "including, but not limited to".