#### TERMS AND CONDITIONS

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#### **GENERAL**

This website is operated by AliBio. The terms "we", "us", and "our" refer to AliBio. By using this website, including its information, tools, and services, you agree to all terms, conditions, policies, and notices stated here.

By visiting our site or purchasing something from us, you interact with our "Service" and agree to the following terms and conditions ("Terms of Service" or "Terms"), including those additional terms, conditions, and policies mentioned here or available through hyperlinks. These Terms of Service govern the use of this website by all users, including but not limited to browsers, suppliers, customers, merchants, and content contributors. Please read these Terms carefully before accessing or using any part of the site. By accessing or using the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions in this agreement, you may not access or use this website or any of its services. These Terms of Service constitute the entire agreement between you and AliBio.

The addition of any new features or tools to the current store shall also be subject to these Terms of Service. We reserve the right, at our sole discretion, to update, modify, or replace any part of these Terms of Service by posting updates and/or changes to our website. You may review the most current version of the Terms of Service at any time on this page. You are responsible for checking this page regularly for any changes to the Terms of Service. By continuing to use or access the website after changes are posted, you agree to those changes.

Our store is hosted on Shopify Inc.'s e-commerce platform, which allows us to sell our products and services to you.

## **SECTION 1: GENERAL CONDITIONS**

We reserve the right to refuse service to anyone, for any reason, at any time.

Your content (excluding credit card information) may be transmitted unencrypted across various networks and may be modified to meet technical requirements. Credit card information is always encrypted during transmission.

You agree to refrain from reproducing, duplicating, copying, selling, reselling or exploiting any portion of the Service, use of the Service, or access to the Service, or any contact on the website through which the Service is provided, without obtaining our express written permission beforehand.

The headings used in this agreement are for convenience only and shall not limit or affect these Terms.

#### SECTION 2: ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability of the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

Please be advised that this site may include certain historical information. By its nature, historical information is not current and is presented solely for reference purposes. We reserve the right to modify the content of this site at any time, but we have no obligation to update any information contained herein. You agree that it is your responsibility to monitor changes to our site.

### SECTION 3: MODIFICATIONS TO SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension or discontinuance of the Service.

## SECTION 4: PRODUCTS OR SERVICES (if applicable)

Certain products or services may be offered exclusively online through the Website. These products or services may have limited availability and are subject to return or exchange only in accordance with our Return Policy

We have made every effort to display as accurately as possible the colors and images of our products that appear in the store. We cannot guarantee that the display of any color on your computer monitor will be accurate.

We reserve the right, but are not obligated, to limit sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services we offer. We reserve the right to modify product descriptions or prices at any time without prior notification. Additionally, we retain the right to discontinue any product at our sole discretion. Any offer for a product or service made on this site is void where prohibited by law.

We make no warranties that the quality of any products, services, information, or other materials purchased or obtained through the Service will meet your expectations, nor do we guarantee that any errors in the Service will be rectified.

SECTION 6: ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us.

We reserve the right, at our sole discretion, to limit or cancel the quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was placed.

We reserve the right to limit or prohibit orders that, in our sole discretion, appear to have been placed by dealers, resellers or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You further agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as necessary.

For more information, please see our Return Policy.

#### **SECTION 7: OPTIONAL TOOLS**

We may provide you with access to third party tools that we do not monitor, have no control over, or contribute to.

You acknowledge and agree that we provide access to such third-party tools "as is" and "as available" without any warranties, representations, or conditions of any kind, and without any endorsement. We shall have no liability whatsoever arising from or in connection with your use of optional third-party tools.

Any use you make of optional tools offered through the Site is entirely at your own risk and discretion. It is your responsibility to ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services or features through the site (including, the release of new tools and resources). These new features or services will also be subject to these Terms of Service.

### **SECTION 8: THIRD PARTY LINKS**

Some content, products and services available through our Service may include third party resources.

Please note that this site may contain links to third-party websites that are not affiliated with us. We do not examine or evaluate the content or accuracy of these <sup>1</sup> sites, and we do not warrant <sup>2</sup> or assume any liability or responsibility for any third-party materials, products, or services, or for any other materials, products, or services of third parties.

We shall not be liable for any harm, loss, or damage of any kind incurred as a result of, or in connection with, the purchase or use of goods, services, resources, content, or any other

transactions made in connection with any third-party websites. You are strongly advised to carefully review the policies and practices of third parties and ensure that you understand them before engaging in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the relevant third party.

## SECTION 9: USER FEEDBACK, COMMENTS AND OTHER COMMUNICATIONS

In the event that you submit specific communications (e.g., contest entries) at our request, or voluntarily submit creative ideas, suggestions, proposals, plans or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time and without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, defamatory, pornographic, obscene or objectionable, or that infringes any party's intellectual property or these Terms of Service.

You agree that your comments do not infringe any third party rights, including copyright, trademark, privacy, personality or other personal or proprietary rights. You further agree that your comments will not contain defamatory, libelous, unlawful, abusive or obscene material, or contain any computer viruses or other harmful software that may in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone else, or otherwise mislead us or any third party as to the origin of any comments. You are solely responsible for the comments you make and their accuracy. We assume no responsibility or liability for any comments posted by you or any third party.

## **SECTION 10: PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

# SECTION 11: ERRORS, INACCURACIES AND OMISSIONS

There may be information on our site or in the Service that, from time to time, contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, to change or update information, or to cancel orders if any information on the Service or any related website is inaccurate at any time without notice (including after you have submitted your order).

We undertake no obligation to update, modify, or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law.

No specified update or update date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### **SECTION 12: PROHIBITED USES**

In addition to the prohibitions set forth in the Terms of Service, you are prohibited from using the Site or its content (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful act; (c) to violate any international, federal, provincial or state regulation, rule, law or local ordinance; (d) to infringe or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, libel, slander, denigrate, intimidate or discriminate on the basis of gender, sexual orientation, religion, ethnicity, race, age, national origin or disability; (f) to post false or misleading information; (g) upload or transmit viruses or any other harmful code that affects or may affect the functionality or operation of the Service or any related website, other websites or the Internet; (h) collect or track the personal information of others; (i) spam, phish, pharm, pretext, spider, track or mine; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, or other websites or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### SECTION 13: DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not warrant, represent, or guarantee that your use of our service will be uninterrupted, timely, secure, or error-free. Furthermore, we do not warrant that the results that may be obtained from the use of the service will be accurate or reliable

You agree that from time to time, we may remove the service for indefinite periods of time or cancel the service at any time without notice to you.

You expressly agree that your use of the service or inability to use the service is at your own risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

AliBio, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors will not be liable for any injury, loss, damage, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, arising from your use of the service or any product purchased through the service, or for any other claim related to your use of the service or any product, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

In those states or jurisdictions where the exclusion or the limitation of liability for consequential or incidental damages is not permitted, our liability shall be limited to the maximum extent permissible under applicable law.

#### **SECTION 14: INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless AliBio and our parent company, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

### **SECTION 15: SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

# **SECTION 16: TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

In the event that, in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

# **SECTION 17: ENTIRE AGREEMENT**

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service, along with any policies or operating rules we post on this site or in relation to the Service, constitute the entire agreement between you and us and

govern your use of the Service. They supersede any prior or contemporaneous agreements, communications, or proposals, whether oral or written.

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the party who drafted them.

**SECTION 18: GOVERNING LAW** 

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Mexico.

SECTION 19: CHANGES TO THE TERMS OF SERVICE

You may review the most current version of the Terms of Service at any time on this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to the website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

**SECTION 20: CONTACT INFORMATION** 

Questions about the Terms of Service need to be sent to contacto@alibio.com.mx.