

## TERMS OF SERVICE

TALENTO HATCHERS, S.A.P.I. DE C.V. (hereinafter the "Company") welcomes you to [www.hatchers.mx] or any of its digital platforms (hereinafter the "Website" or "Platform"), which is headquartered in [Ave. Los Angeles Ote. 1323, Col. Garza Cantú, San Nicolas de los Garza 66480, N.L.], and these terms of service agreements presented, include your legal rights and obligations, by entering and using the website you accept each and every one of the agreements contained within it, if you do not accept any of the terms and conditions established herein, you must cease using the Website immediately.

If you wish to access and/or subscribe and/or use the Website and offer your Services through it, you can only do so by accepting the Terms and Conditions and the privacy and personal data processing policies, which are found in Hatcher's website (the "[Privacy Policy](#)").

Consequently, if you use the Website and/or any of the services offered by the Company, you will indicate that you have read, understood, and accepted each and every one of the conditions established in these Terms and Conditions, as well as the conditions indicated in the Privacy Policies. Likewise, you acknowledge that all transactions that you carry out on the Website and/or using the services will comply with the regulations established in these Terms and Conditions, and the applicable legislation of the United States of Mexico.

## REGARDING DE LA EMPRESA

The Website is a platform which allows independent workers, external to the Company, to offer and sell their services including but not limited to programming, design, verification, analysis, and in general any kind of related service that can be offered to Users of the Website (hereinafter referred to as "[Programmers](#)"). Consequently, despite the fact that the Company facilitates transactions through the Website, the Company is not the provider of these services nor responsible for the services offered by the Programmers. The Company complies with its service by providing a fluid and continuous space where Programmers and Clients (understanding "[Clients](#)" as *people who contract the services of Programmers*) can carry out their transactions with satisfactory results.

Consequently, the corresponding contract for the provision of services that is generated once the contracting of any service offered by a Programmer has been carried out, concerns only and exclusively the Programmer and the Client of assumed service.

Recognizing the acceptance of these terms and conditions that the Company does not offer programming services or works as a company that performs programming in general, the services are provided exclusively by third parties and that at no time they are Company employees.

The Company is not part of the contract signed between the Programmer and the Client, it does not assume any responsibility related to the same, nor does it acts as a representative of the Programmer nor the Client.

These terms and conditions may be modified at any time, being the responsibility of the User to constantly verify them in order to verify any change in them.

In consideration of the above, the Client and Programmers understand, accept, and submit to the following:

## CLAUSES

### FIRST: DEFINITIONS

For the purposes of this document, the terms indicated below will have the meaning established in this section:

1.1. "[Appointment](#)": Refers to the meeting between the Client and the Programmer derived from the Reservation, in order for the Client to explain to the Programmer the Service that he needs. The meeting may be held remotely through the use of ICTs (or Information and Communication Technologies).

1.2. "[Customer](#)": Refers to any Person who enters the Company's Website in search of a Service, whether or not they hire a Programmer.

- 1.3. "Comment": Refers to the Customer's opinion about their level of satisfaction with respect to the Service provided by a certain Programmer and the general aspects of the service, using the valuation criteria determined by the Company.
- 1.4. "Disable": Refers to the decision of the Company or the Programmer to cancel the publication of the Programmer Profile within the Website.
- 1.5. "Programmer File": Refers to all the information that the Programmer completes when registering on the Company's Website, which contains complete and truthful data on his Programmer Profile, specialty, personal data, etc., and which part of it will be published within the Website and eventually provided to the Client.
- 1.6. "Parties": Refers to the Company and the Programmer together.
- 1.7. "Person": Any natural person, legal person, company, or partnership, regardless of its type, class, nationality or place of incorporation or registered office.
- 1.8. "Programmer Profile": Refers to all the information that the Programmer provides to the Company for purposes of publication on the Platform, including the data and photographs provided.
- 1.9. "Platform" or "Website": Virtual platform for contracting services offered by independent workers of different categories.
- 1.10. "Programmer": Refers to that person who, having studies and/or sufficient experience that accredits him as a qualified person, decides to register to offer and sell his services, including but not limited to programming, design, verification, analysis, and in general any kind of related service that can be offered to the Users of the Website and authorizes the Company to publish its "Programmer Profile", being willing to be hired by a Client.
- 1.11. "Reservation": Refers to the agreement between the Client and the Programmer through the Platform to set the date and time of the Appointment.
- 1.12. "Service": Are all those services provided by the Programmer in favor of the Client; the same that are offered and marketed on the Platform by the Programmers with the approval of the Company.
- 1.13. "Terms and Conditions": Refers to this document.
- 1.14. "User" Term referred indistinctly to any person who enters the Website.

Unless expressly indicated otherwise or the context so requires it, in the interpretation of these Terms and Conditions the following rules must be observed:

- a. The singular includes the plural and vice versa.
- b. Reference to one gender includes the other gender.
- c. Reference to any agreement (including these Terms and Conditions), document, or instrument shall be understood to refer to such agreement, document, or instrument, as may be modified, clarified, or confirmed from time to time by the Parties.
- d. Any reference to any legal provision contained in these Terms and Conditions includes any renewal, modification, substitution, or extension of the provision that comes into force later.

## **SECOND: OBJECT**

The Company has a digital platform through which it makes available and lends the Programmers so that, using the Website, but at their own risk, they can carry out direct transactions with the Clients registered in the website and use the services stipulated in these Terms and Conditions, which are provided by the Company to the Programmers.

## **THIRD: ACCESS**



By entering the Website, the Company may collect all the information necessary to corroborate the personal use of the same, therefore the User declares that all the information presented is real, accurate, and is obliged to always update the information so that it is always up to date.

The passwords that you generate to enter the Website are your entire responsibility, so in the event of sharing it with third parties or for not taking due care and passwords are published, the Company will not be responsible at any time for the patrimonial impairment that this generates.

It is your intention to perfect this agreement and any instrument accessory to it by means of your autograph signature or by means of some valid form of electronic or digital signature, in accordance with the provisions of the applicable legislation. The Parties acknowledge that the use of some valid form of electronic signature represents substantial benefits for the operation of their ordinary businesses and better risk management. Likewise, the Parties acknowledge that the technological instruments and methods that they have decided to use to enter into this Agreement are sufficient to unequivocally identify the grantor, to indicate whether such grantor approves the information contained in the data message (the term is defined in the Commercial Code, a "Data Message"), are reliable and appropriate for the purposes for which the corresponding Data Messages are generated or communicated, and are technological instruments that represent a sufficient degree of control and security by the sender of a Data Message. Thus, the Parties state that it is their express intention not to deny any legal effects, validity, or binding force to the information contained in the corresponding Data Messages, or to disown the issuance of Data Messages by a specific issuer, for the sole reason of being contained in a Data Message or by the use of some valid form of electronic or digital signature.

#### **FOURTH: AGE OF MAJORITY**

This website is not intended in any way for minors, therefore, the Website will request the age of majority, considering that the age of majority is 18 (eighteen) years, if in the region where the Website operates, the age of majority is higher and you do not have that age, you must stop using the application immediately. The company prohibits all persons who do not comply with this requirement to access the Website.

Consequently, you state the following when using and accessing this Website:

- I. You are at least 18 (eighteen) years old, have reached the age of majority in the place where you live, and have the legal capacity to enter into this agreement.
- II. You are not accessing the Website from a place, country, or location where doing so could be considered a violation of law.

#### **FIFTH: INTELLECTUAL PROPERTY**

Users who access the Website can view the information contained therein and make private downloads or reproductions into their computer system, as long as the reproduced elements are not subsequently transferred to third parties or are installed on a server connected to the Internet or a local network.

Consequently, with the provisions of the previous section, the User will not be authorized to, by way of example, distribute, modify, transform, assign, make available to the public, or carry out any other activity that has not been expressly authorized on the elements and contents indicated above, including the computer codes of any of the elements of the Website.

The User will be directly responsible for all the consequences, damages and losses that derive for the Company and/or third parties from the infringement of any obligation contained in this clause.

The user who proceeds to send any type of content to the Website ensures that he holds the necessary rights to do so, the Company being exempt from any responsibility for the content and legality of the information offered.

The user acknowledges to the Company the right to modify the contents entered so that they are adapted and compatible with the technical and aesthetic characteristics of the Website.



The works/projects commissioned on the Website are the property and authorship of the Programmer until they have been approved and paid for by the Client, at which time they will be passed entirely to the Client.

#### **SIXTH: EXTENT OF THE SERVICES PROVIDED BY THE COMPANY**

The Company reserves the right to accept or not the Programmer's request, as well as to choose the order of priority in which each Programmer will appear on the Platform, against any search criteria defined by the Client.

Likewise, the Company reserves the right to establish evaluation criteria, establish Comment policies, and the Programmer authorizes to publish in his profile the qualification of the Services received by the Client and the Comments of the latter, provided that they comply with the criteria of the Company's qualification system.

In case the Programmer does not agree with any Comment, he must support his opinion to the Company, who reserves the right to withdraw or not the published Comment.

#### **SEVENTH: PAYMENTS TO PROGRAMMERS**

The Programmer assumes the necessity to provide the Company with the tax information necessary to be able to make the corresponding invoices for the Services provided, as well as to deliver any kind of tax receipt for the services provided.

At the time that both parties have finalized the service provision agreement, both the client and the contracted Programmer will receive an electronic certificate which, in addition to containing the agreement reached, will indicate the total amount of the remuneration that the client must pay to the Programmer hired for the provision of the contracted service.

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (for example, payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors, whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set forth by PCI-DSS as administered by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express, and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The total sum of the amounts indicated above must be paid by the Client by credit card. Upon receipt of the agreed value, the Company acts as depository intermediary of the amounts paid.

The approval of the payment by the Client implies the granting of an express and irrevocable mandate to the Company so that it proceeds to make the payment of the contracted services to the Programmer, in the event that the appropriate conditions are met and in the terms agreed by the Programmer and the Client, retaining those corresponding amounts and withholding any interest that the amounts deposited could generate.

The Company will retain a commission percentage of the value of the contracted project for the provision of services and the use of the platform between the Client and the Programmer, which will be stipulated when contracting the respective Services for each of the Users.

Once the payment is approved by the Client, it will be disbursed to the Programmer within the next 7 (seven) business days after the approval.

Payments approved by the client cannot be returned or reimbursed once they have been authorized by the client for the completion of the work.

#### **EIGHTH: STATEMENTS BY THE PROGRAMMER**

The Programmer declares, under protest to tell the truth, that he works as an independent worker, and provides the Services in strict observance of the applicable laws and regulations, likewise declares that all the information provided to the Company is accurate, correct, precise, and truthful.



The Company reserves the right to review and verify each and every one of the data entered by the Programmer in the Programmer File in order to provide greater security for both itself and the Client, in case of the Programmer not being able to prove the corresponding qualifications, the Company shall be entitled to delete the programmer account.

### **NINTH: CODE OF CONDUCT**

Users who access the Website are bound by the Code of Conduct, this being binding for both Parties, in the event that a violation is found, the User's account will be deleted without the possibility of renewing it.

1. Users declare under their sole responsibility that they will act in compliance with the applicable regulations, in a responsible, respectful, diligent manner, and in good faith.
2. The Programmer guarantees that the services it offers and that can be subject to agreement with other users are not illegal, immoral, prohibited, nor do they attempt or infringe the rights of third parties, and that it has all the authorizations and other requirements demanded by the legal system to develop the contracted activity.
3. In the same way, the User undertakes, under his sole responsibility, to provide complete, exact, and truthful information about his business activity and about the services offered through the Website, as well as, about his experiences in relation to the transactions carried out with the rest of the Users in the website.
4. The user is expressly prohibited from the following conducts described below:
  - a. Create false identities, act on behalf of third parties without sufficient power or legitimacy and/or impersonate others.
  - b. Enter false data and/or fictitious offers of services, all offers must be completely accurate and truthful.
  - c. Infringe the rights of third parties, especially industrial or intellectual property rights.
  - d. Misrepresenting the truth, falsifying documents, signatures, infringing applicable laws, regulations, and/or regulations.
  - e. Introduce offers on things or objects that are out of commerce.
  - f. Register and use the Website without having sufficient capacity to do so.
  - g. Manipulate or alter the Website tools to market with third parties or other Users in a manner other than those indicated in the Terms and Conditions.
  - h. Not respecting the predetermined norms, rules, and processes for accessing and using the Website, using methods that may cause damage to the Website or third-party systems.
  - i. Use the Website for purposes other than those for which it is intended.
  - j. Contact other Users of the Website, as well as have the data provided by them for purposes other than those established in these Terms and Conditions, and in particular that may regulate access to services offered through the Website.
  - k. Send chain letters and/or unsolicited advertising, unless you have the express consent of the recipient.
5. The User agrees not to transmit information or commercialize through the Website material, products or services of any kind or nature that is illegal, libelous, defamatory, harmful, vulgar, obscene or in any other objectionable manner.

6. In the event the user has access to confidential information, they agree to use it exclusively for the sole purposes for which they were disclosed, always respecting confidentiality.
7. The Company, at its own discretion, may terminate access to the Website immediately, and without the need for prior communication, if the User's conduct is not in accordance with these Terms and Conditions.

#### **TENTH: TERM**

The duration of the relationship between the Parties is indefinite and may be terminated by the Parties with fifteen (15) calendar days prior notification in advance without any reason or justification, indicating their desire to terminate this relationship, without prejudice to the fact that in that case the obligations and rights that are in progress must be terminated in accordance with the provisions of these terms and conditions and any communication.

The Parties agree that the provisions contained herein regarding: (i) confidentiality and protection of personal data and (ii) indemnity obligations, will survive the termination of the relationship between the Parties.

Notwithstanding the foregoing, the Company reserves the right to deactivate the Programmer's Service at any time and without prior notification and is entitled to unilaterally terminate this contract at any time in the event that: (i) the Programmer have failed to provide the Service on two or more occasions; or, (ii) the Programmer carries out an attempt to fraud and/or any other activity that is considered an illegal act in accordance with current regulations in the Mexican Republic.

#### **ELEVENTH: COMPENSATION**

The Programmer will freely set the price that he will charge for the Service that he provides in favor of the Client, through the Platform within the minimums and maximums that the Company may establish.

The Programmers are obliged to enter their personal bank information for the corresponding deposits, forcing themselves not to enter the bank account of a third party in any way, in the event any anomaly is detected, the corresponding account will be deleted.

Users may choose the compensation mode, which may consist of the following:

1. Payment by project: the project is divided into sections, once the section is authorized by the Client, the payment will be released within the following 7 (seven) business days.
2. Payment by time: an approximate number of hours to be worked is defined initially to be covered by the Client and a summary of the actual work hours is made every 15th (fifteenth) and last day of the month, to be paid to the Programmer within the following 7 (seven) business days.

The Company is not responsible for any advance payment made to the Programmer, in the event that inactivity is reported, the Programmer's account will be permanently deleted and the possibility of refunding services of the same quality and type will be verified, without this obliging the Company in any way to make the payment.

In case of non-payment by the client, the situation will be verified, in case of no response from the Company, the Client's account will be permanently deleted.

#### **TWELFTH: PROGRAMMER OBLIGATIONS**

The obligations of the Programmer are those listed below, which are listed optionally but not limited to:

1. Allow the Company to share on its profile the data contemplated in the Programmer File in the form and manner that the Company deems appropriate;
2. Maintain the rate for your services provided to the Company as the best rate (that is, the cheapest rate) that you offer for the same service in your private practice, Firm, or where you provide services. This allows the Company to offer the best rate guaranteed by the Programmer every time.



3. Authorize the Company to store your personal data;
4. Comply with transferring the percentage of the rate that corresponds to the Company, duly and in a timely manner, in accordance with the provisions of the "Compensation" section of these Terms and Conditions;
5. Declare complete and truthful information in the Programmer File;
6. Keep updated the information declared in the Programmer File;
7. Provide the Services for which the Programmer was contracted by the Client in the best way, using at all times the greatest diligence possible;
8. Complete your time availability and workload on the Website, keeping the information updated at all times;
9. Issue the proof of payment and the invoice that corresponds to the name of the Company.
10. Do not contact the Client or User directly to offer your Services.

#### **THIRTEENTH: OBLIGATIONS OF THE COMPANY**

The Company's obligations are limited to the following:

1. Share the information of the Programmer on the Website;
2. In the case of Programmers with similar characteristics, choose the order of priority in which each Programmer will appear on the Website;
3. Establish evaluation criteria for Programmers;
4. Establish the terms of the rating system;
5. Post Comments on the Developer's profile as appropriate;
6. Transfer the percentage of the price that corresponds to the Programmer, duly and in a timely manner.

#### **FOURTEENTH: RESPONSIBILITY**

Without prejudice to the limitations established in current legislation, the Company is not responsible for damages of any kind that may be due to the lack of accuracy, completeness, timeliness, as well as errors or omissions that the information may suffer from contained in the Website or other content that can be accessed through it.

The Company is not responsible for damages caused by the improper use of the service by Users. Users must refrain from performing acts of any kind that contravene the applicable legislation.

The Company will not be obliged to repair the damages or losses, direct or indirect, that are caused by incomplete or incorrect and not true information, provided by the Users, nor is it responsible for the behavior of the Users, for their possible breaches and/or possible insolvency situations in which they may find themselves.

The Company will not be obliged to repair damages or losses, direct or indirect, that are a consequence of services provided by external providers with which the COMPANY has reached collaboration or commercial agreements, in which it acts solely as a mere intermediary and that are outside to the activity of the Website between registered Users.

The Company does not guarantee the availability, continuity, or infallibility of the operation of the Website and, consequently, excludes, to the maximum extent permitted by current legislation, any liability for damages of any nature that may be due to the lack of availability or continuity of the operation of the Website and the services enabled on it, as well as errors in accessing the different web pages or those from which services are provided.

The Company declines all responsibility for computer or other types of damage that could be caused to the visiting User when accessing the contents of the Website. For this reason, the Company does not guarantee the absence of viruses or other harmful elements that could cause damage or alterations in the computer system, in electronic documents or in the files of the User or third parties.

In no case will the Company be responsible for the damages that the user may suffer in case of breach of these Terms and Conditions.

The user will be solely responsible for the activity carried out, based on which products and services he offers that are marketed through the Website, both in relation to management, and in relation to compliance with the current regulations in everything that is applicable in response to the type of activity he develops, such as obtaining permits, licenses, authorizations, etc. For these matters, it will be understood by management, all activities related to the provision of the contracted service, as well as any other activity related to the transaction model carried out through the Website.

The User will be the sole responsible for the damages and losses that may be caused to the Company, to any User, Client, and/or third party, which are caused by bad faith, illegality, falsehood, inaccuracy, lack of diligence, breach of any information, content, and/or the object of any transaction, commitments or agreements that it assumes with another Client or User as a result of the use of the Website or that derives from it.

If the Company were declared responsible for any damage or loss due to the above causes in a judicial or extrajudicial proceeding, by a Court, Tribunal, or competent administrative Public entity, it may repeat against the User all the amounts that it has had to pay and bear, including consequential damages and lost profits, and any cost or encumbrance that would have had to face, including taxes, fees, lawyers, solicitors, experts, arbitrations, travels, stays, and any other expenditure that the Company requires regarding the case.

The Company reserves the right to communicate the confidential information that the Users have communicated to it when it is imposed by law, regulation, normative, ordinance, and/or any other legal, judicial mandate, or governmental request.

#### **FIFTEENTH: CANCELLATIONS**

In the case of cancellation at the request of the Programmer, the cancellation of the Service can be managed directly with the Client within a period not to exceed twenty-four (24) hours following the moment of acceptance of the Service, when this should be the case; however, it is the Programmer who is obliged to respond for claims, guarantees, and/or returns that may correspond as a result of the cancellation required by the Programmer. The Company will not assume any cost that incurs nor accrues from the cancellation of one or more Services at the request of the Programmer, including but not limited to, the return of the commission corresponding to the interconnection service between Programmer and Client.

In the event of cancellation at the request of the Client, the latter must manage the cancellation of the service directly with the Programmer within a period not to exceed twenty-four (24) hours following the moment of acceptance of the Service, in case it occurs in a different time, the Client must verify each and every one of the due payments to the Programmer as compensation for the work done.

In the event that complaints in this regard are made by the Client and/or the Programmer, the Company is empowered to revoke any User who contracts and/or provides a fraudulent service.

#### **SIXTEENTH: ADVERTISING**

We may use third-party service providers to show you advertisements to help support and maintain our Service.

#### **Google AdSense DoubleClick Cookie**

Google, as a third-party provider, uses cookies to serve ads on our Service. Google's use of the DoubleClick Cookie allows Google and its partners to serve ads to our users based on their visit to our Service or other websites on the Internet.



You can opt out of the use of the DoubleClick Cookie for interest-based advertising by visiting the Google Ads Settings web page: <http://www.google.com/ads/preferences/>

### **Remarketing Behavior**

The RESPONSIBLE uses Re-marketing services to advertise on third-party websites after visiting our Service. We and our third-party vendors use cookies to inform, optimize, and serve ads based on your previous visits to our Service.

### **Google AdWords**

The Google AdWords Remarketing service is provided by Google Inc.

You can opt out of the use of Google Analytics for Display Advertising and customize Google Display Network ads by visiting the Google Ad Settings webpage: <http://www.google.com/settings/ads>

Google also recommends installing the Google Analytics Opt-out browser add-on <https://tools.google.com/dlpage/gaoptout>. The Google Analytics Opt-out browser add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics.

For more information about Google's privacy practices, please visit the Google Privacy Terms web page: <http://www.google.com/intl/en/policies/privacy/>

### **Twitter**

The Twitter Remarketing service is provided by Twitter Inc.

You can opt out of Twitter's interest-based advertising by following the instructions below: <https://support.twitter.com/articles/20170405>

You can learn more about Twitter's privacy practices and policies by visiting its Privacy Policy page at: <https://twitter.com/privacy>

### **Facebook**

The Facebook Remarketing service is provided by Facebook Inc.

You can learn more about interest-based advertising from Facebook by visiting this page: <https://www.facebook.com/help/164968693837950>

You can opt out of Facebook's interest-based advertising by following the instructions below from Facebook: <https://www.facebook.com/help/568137493302217>

Facebook adheres to the Self-Regulatory Principles for Online Behavioral Advertising established by the Digital Advertising Alliance. You can also opt out of Facebook and other participating companies through the Digital Advertising Alliance in the United States. <http://www.aboutads.info/choices/>, the Digital Advertising Alliance of Canada in Canada <http://youradchoices.ca/> or the European Interactive Digital Advertising Alliance in Europe <http://www.youronlinechoices.eu/>, or opt out using your mobile device settings.

For more information on Facebook's privacy practices, visit Facebook's Data Policies: <https://www.facebook.com/privacy/explanation>

### **Pinterest**

The Pinterest Remarketing service is provided by Pinterest Inc.

You can opt out of interest-based advertising from Pinterest by enabling the "Do Not Track" functionality in your browser or by following Pinterest's instructions: <http://help.pinterest.com/en/articles/personalization-and-data>

You can learn more about Pinterest's privacy practices and policies by visiting its Privacy Policy page at: <https://about.pinterest.com/en/privacy-policy>

## **SEVENTEENTH: MISCELLANEOUS**



1. Taxes. The Programmer will be exclusively responsible for the declaration, withholding, and payment of all its taxes, including applicable tariffs in accordance with the laws, regulations, or any applicable ordinance in force, as well as the issuance of corresponding invoices for sales made through the Website of the Business.

2. Language. The language of these terms and conditions and their related documents is Spanish, which in any case will prevail over translations or versions in another language.

3. Applicable Law and Jurisdiction. These terms and conditions and any communication, by whatever means used, related to the Website and the actions derived from it, will be governed by the laws of the United States of Mexico and will be subject to the jurisdiction of the competent courts in Mexico, waiving the Parties any other jurisdiction that may correspond to them due to their present or future domiciles or for any other cause.

4. Modifications. These terms and conditions may be modified by the Company at any time, being notified of these changes to the account that was established for this purpose within the Website, in the understanding that it is the responsibility of the User to verify any change that is made to these Terms and Conditions.

These terms and conditions are published on date: [December 27, 2022].