



TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use ("Terms and Conditions") apply to your use of and registration with ALEENA.com (the "Site").

Your access to, and browsing, review and use of the Site is subject to these Terms and Conditions and all applicable laws. By accessing and using the Site, you accept these Terms and Conditions, without limitation or qualification. If you do not agree to the Terms and Conditions, do not use the Site. If, at any time, any part of the Terms and Conditions is no longer acceptable to you, immediately terminate your use of the Site.

ALEENA reserves the right to change, modify, add or delete portions of the Terms and Conditions at any time for any reason, without prior notice. Nothing contained herein creates or is intended to create a contract or agreement between ALEENA and any user visiting the ALEENA website or providing identifying information of any kind.

ALEENA understands the importance of protecting children's privacy in the interactive online world. Minors are restricted from using this Site. If you are a minor, please do not use the Site.

Please re-review the Terms and Conditions periodically for changes. Your continued use of the Site will mean that you accept such changes or deletions.

Personal Information Collection and Use

In general, you can visit our Web Sites without telling us who you are or revealing any information about yourself. There are times, however, when we ask for personally identifiable information from you, such as your name, company, e-mail address, phone number, and address ("Personal Information"). We request this information in order to correspond with you, to provide you with a subscription to a newsletter or publication, to notify you about events, or otherwise to respond to your requests or provide you with information that we consider may be of interest to you. Where applicable, we will differentiate between personal data fields that are optional and those that are mandatory to obtain the requested information.

Please note that if you reply to an ALEENA address in one of our marketing e-mails or otherwise send a communication to us, your communication will not create a lawyer-client relationship with us. Do not send us any information that you or anyone else considers to be confidential or secret unless we have first agreed to be your consultants in that matter. Any information you send us before we agree to be your consultants cannot be protected from disclosure.

Where appropriate, personally identifiable information may be disclosed to law enforcement, regulatory or other government agencies, or third parties where necessary or desirable to comply with legal or regulatory obligations or requests or for the purposes identified above.

Data Sharing

ALEENA has member firms around the world. We may share Personal Information among our member for purposes of responding to your requests or otherwise as necessary for the purposes described above. We may also in limited circumstances share Personal Information with government authorities or others as required to protect the interests of the ALEENA or others, as necessary in connection with the sale or transfer of all or a portion of the business, or as required by applicable law or court order.

International Data Transfers

These Web Sites are hosted on web servers in the United States. If you are located in a non-US jurisdiction, your provision of Personal Information or other access to our Web Sites constitutes your transfer of such data to the United States and or Mexico, a jurisdiction that may not provide an equivalent level of data protection to the laws in your home country.

Copyright and Use of Site Content

The Site and any related services are available to you, provided that you can form legally binding agreements under applicable law.

This Site and all the information it contains, or may in the future contain, including, but not limited to, articles, memoranda, bulletins, reports, press releases, opinions, text, directories, guides, photographs, illustrations, trade-



marks, trade names, service marks and logos (collectively, the "Content"), is the property of ALEENA, and is protected from unauthorized copying and dissemination by US and international copyright law, trademark law, international conventions, and other intellectual property rules, regulations and laws. Certain of the trademarks and logos displayed on the site are owned by third parties. Except as we have described in these Terms and conditions of Use, nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any Content displayed on this Site, through the use of framing or otherwise, without the prior written permission of ALEENA or such third party that may own the trademark or copyright of material displayed on this Site.

ALEENA encourages and permits links to Content on the Site. However, ALEENA is an organization committed to the highest professional standards. Therefore, ALEENA does not grant any license or other permission for links or other use of the Site or its Content if such use or link: (a) suggests that ALEENA promotes or endorses any third party's causes, ideas, political campaigns, web sites, products or services, (b) copies, displays, disseminates or otherwise uses the Content without ALEENA's express written consent, or (c) uses the Content for commercial purposes. Furthermore, ALEENA does not grant its consent for links to the Site where the linking party engages in any Prohibited Conduct. We reserve the right to withdraw permission for any link at any time.

Subject to your full compliance with these terms, ALEENA authorizes you to view the Content, make a single copy of it, and print that copy, but only for your own lawful, personal, noncommercial use, provided that you maintain all copyright, trademark and other intellectual property notices contained in such Content, and provided that the Content, or any part thereof, is not modified.

User Conduct

You agree that you will not use the Website for any illegal purpose. In addition, you agree that:

1. You will not harvest, collect, or otherwise use contact information made available on the Website for the purpose of sending unsolicited improper communications, including without limitation, unsolicited bulk email (collectively, "spam") and that you will not use any ALEENA communications facility to deliver or attempt to deliver spam
2. You will not attempt to gain unauthorized access to the Website or the servers and network associated with the Website;
3. You will not circumvent or attempt to circumvent any security or access control technology implemented on the Website, or the servers and network associated with the Website;
4. You will not use the Website in any manner designed to degrade the performance or functioning of the Website, including, without limitation, launching Denial-of-Service ("DoS") attacks against the Website.

ALEENA expressly disclaims any liability related to Users' Content, and you acknowledge that any reliance upon such Subscriber Content shall be at your sole risk.

Security Measures

ALEENA maintains organizational security measures to protect the security of your Personal Information against the loss, misuse, unauthorized access, disclosure or alteration.

Third Parties

ALEENA may provide you with links to third party Web sites, and some of the Content appearing to originate from the Site may be supplied by third party Content providers. ALEENA has no responsibility for these third-party Web sites, which are governed by the terms of use and privacy policies, if any, of the applicable third-party Content providers.

E-mail Disclaimer

NOTICE: If you have received an e-mail from ALEENA, the e-mail message and any attachment transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential information. If the reader of the message is not the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other



use of the message or its attachments is strictly prohibited. If you have received a message in error, please notify the sender immediately by replying to the message and please delete it and all copies and attachment from your system or computers.

PLEASE NOTE that all incoming e-mails will be automatically scanned by us and by an external service provider to eliminate unsolicited promotional e-mails ("spam"). This could result in deletion of a legitimate e-mail before it is read by its intended recipient at our firm. Please tell us if you have concerns about this automatic filtering.

Cookies and Passive Tracking

To ensure that the ALEENA website is well managed and to facilitate improved navigation within it, cookies (small text files stored in a user's browser) or Web beacons (electronic images that allow websites to count visitors who have accessed a particular page and to access certain cookies) are used on the ALEENA website to collect aggregate data. Cookies and Web beacons may be used to track information and identify categories of visitors by items such as IP address, domain, browser type and pages visited. This information is used to analyze the number of visitors to different areas of the ALEENA website to make sure that it is serving as a useful, effective information source.

It is not our intention to use such information to personally identify a user. You have the option to configure your Internet browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it. Further, you have the option to block all cookies. Please note, however, that if you refuse or otherwise block cookies you may not be able to use all of the functionality available on the Web Sites. However, under specific circumstances, visitors may be denied access to some parts of the ALEENA website if their browsers are set to decline cookies.

Availability of the Site

The Site may become unavailable to you as a result of maintenance, malfunction of computer hardware or software, or for other reasons, and may result in damages to your systems or operations. You shall be solely responsible for ensuring that any information or content obtained from the Site does not contain any virus, worm, mole or other computer software code or subroutine designed to disable, erase, impair or otherwise damage your systems, software, or data.

Restriction, Suspension or Termination

ALEENA reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Site at any time for any reason without prior notice or liability and without any obligation to refund any portion of fees paid for any product or service.

ALEENA may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any Site feature, database, or content, without prior notice or liability.

Access and Correction

If you wish to access or update the Personal Information you submit through our Web Sites, or to make any inquiries about the processing of such information, please contact us as described below. We provide individuals with access to their Personal Information where we believe appropriate, including in situations where you are entitled to access and review your Personal Information under applicable data protection and privacy laws.

Disclaimers

THE CONTENT AND FUNCTIONALITY ON THE SITE IS PROVIDED WITH THE UNDERSTANDING THAT ALEENA IS NOT HEREIN ENGAGED IN RENDERING PROFESSIONAL ADVICE AND SERVICES TO YOU. ALL CONTENT AND FUNCTIONALITY ON THE SITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALEENA AND ITS THIRD-PARTY CONTENT PROVIDERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE OWNERSHIP, ACCURACY, OR ADEQUACY OF THE SITE CONTENT. ALEENA SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY INFORMATION PUBLISHED



ON LINKED WEB SITES, CONTAINED IN ANY USER SUBMISSIONS PUBLISHED ON THE SITE, OR PROVIDED BY THIRD PARTIES. NEITHER ALEENA NOR ITS THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR LOST REVENUES OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 THAT PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MIGHT HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Indemnification

You hereby agree to indemnify, defend and hold ALEENA, and all of its predecessors, successors, parents, subsidiaries, affiliates, and past and present officers, directors, shareholders, investors, employees, agents, information providers, attorneys, representatives licensors and information providers harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by ALEENA or any ALEENA Representative in connection with any claim arising out of any use or alleged use by you of this site or arising out of or in relation to any breach by you of the Terms and conditions, or the representations, warranties and covenants you made by agreeing to these Terms and Conditions. ALEENA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate reasonably with ALEENA's defense of such claim.

Choice of Law.

The Terms and Conditions shall be construed in accordance with the United States of Mexico, without regard to conflict of laws principles.

Questions or Comments

For questions or comments about our Privacy Statement, or if you need assistance accessing or updating information we have collected about you, please contact: administrador@aleenaconsulting.com