

TERMS AND CONDITIONS OF PURCHASE OF THE CSMOBEE WEBSITE.COM (www.csmobee.com/store)

Introduction

This contract describes the terms and conditions of use of the services, offered by Fresh Jamaica, S.A. de C.V. within its portal: csmobee.com and csmobee.com/tienda; Any person wishing to access and/or use the site or services may do so subject to the General Terms and Conditions, together with all other policies and principles governing this site csmobee.com and which are incorporated into this contract.

ANY PERSON WHO DOES NOT ACCEPT THESE GENERAL TERMS AND CONDITIONS, WHICH ARE MANDATORY AND BINDING, MUST REFRAIN FROM USING THE SITE AND / OR SERVICES.

The use of the Site and / or the Services by the User, implies their express, free, informed, specific and unequivocal consent to the Privacy Notices of Fresh Jamaica, SA. De CV. As well as your express consent to all the policies established in the General Conditions and their Annexes, and other policies and principles incorporated therein by reference. As follows:

The Services are only available to persons who have the legal capacity to contract with them.

It is mandatory to fill out a registration form in all its fields with valid data to be able to use the services of csmobee.com in an accurate, precise and true way, in order to generate a user and an access code for its use.

Welcome to online shopping websites csmobee.com/tienda, these sites are owned by Fresh Jamaica, S.A. de C.V. the latter with fiscal address at: Cerrada de Yecla 8, Cerro de la estrella, Iztapalapa, C.P. 09860, México, CDMX; with Federal Taxpayers Registry number: FJA191120IX3 (referring all the time to this site as www.csmobee.com) as a service to our customers. Please review the following TERMS AND CONDITIONS governing your use of the www.csmobee.com website. By favoring us with your purchase, it means that you have read, understood and accept in full the TERMS AND CONDITIONS of the same. The Terms of Use were last updated on June 10, 2021.

We put at your disposal the Chat from 9 am to 8 pm available 365 days a year

Comercializadora Suarez MOBEE, S.A. de C.V., reserves the right to change, modify, add or delete parts of these terms and conditions of use at any time, the changes will be effective when published on the site www.csmobee.com, please periodically review the updates of these terms and conditions of use, since you will have to accept the changes made in order to continue accessing the platform and continue accessing the platform. buying products.

Definitions

1. ALWAYS LOW PRICES

"Always low prices" It has been the philosophy of Comercializadora MOBEE since we started operations in 1985. Today, we remain committed to bringing the best products to the customer at low prices every day.

Pricing on our site www.csmobee.com We strive to constantly review and maintain our highly competitive prices in order to provide you with great values every day.

2. MARKETPLACE PRODUCTS

Marketplace is an online shopping website, through which various manufacturers and distributors, hereinafter "sellers" offer their products for sale through this site, in order that you can buy or order certain goods. Please note that through the Marketplace modality, all transactions that you carry out are solely and exclusively between you and the approved sellers, so you are invited in the most attentive way to review the following TERMS AND CONDITIONS.

3. USE OF THE SITE

The contents and services offered by our sites are reserved and directed only to an audience over 18 years of age. It is under the responsibility of the parents or guardians, to supervise the behavior of minors who enter the site.

Csmobee.com may cancel or restrict your account if any misuse of the site and the services offered therein is detected, including **but not limited to misuse:**

- Use the Website to resell products and any other commercial use of the Websites or the Contents of the Sites.
- The use of automated mechanisms or tools or similar technology whose purpose is to extract, obtain or collect, directly or indirectly, any information contained in the site.
- Any attempt to modify, adapt, translate, or convert the formats or computer programs of the Websites or their contents.
- Use HTML codes available to a third party.
- Collect and use product descriptions.
- Copy, imitate, replicate for use on mirror servers, reproduce, distribute, publish, download, display or transmit any Site Content (including trademarks) in any form or by any means; This restriction includes, but is not limited to, the following means: electronic, mechanical, photocopying, recording, or any other means.
- Acceder a datos no destinados al usuario o iniciar sesión en un servidor o cuenta en la que el usuario no esté autorizado su acceso.
- Attempt to interfere with service to any user, guest or network, including, without limitation, through sending viruses to the Site, overloading, flooding, spamming, mail bombing or failure.
- Send unsolicited mail, including promotions and / or advertising of products or services.
- Forge any TCP/IP header or any part of the header information in any email or newsgroup.
- Attempt or performance of fraudulent activities among which are without limitation, the falsification of identities or forms of payment.

All registration and billing information provided must be true and accurate. Providing any false or inaccurate information constitutes a breach of these TERMS AND CONDITIONS. By confirming your purchase and finalizing the payment process, you agree to accept and pay for the items ordered, as well as the billing information provided to Csmobee.com

Violations of the system or safety net may result in civil or criminal liability. Comercializadora Suarez MOBEE, S.A. de C.V will investigate occurrences that may involve such violations, as well as cooperate with the authorities in the prosecution of users who infringe such violations. By using these sites, you agree not to use any device or software to interfere or attempt to interfere with the proper use of these sites or any activity carried out on them. You are obligated on these sites not to use or attempt to use

any machine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to browse or search these sites other than the reason for search and search agents available from Csmobee.com on this site and other third-party browsers that are generally available (e.g., Google, Chrome, or Microsoft Explorer).

In case of having any claim or clarification regarding the use of these sites and their TERMS AND CONDITIONS, we put at your disposal our central office at the aforementioned address.

We also put at your disposal our Customer Service Center via [Chat](#).

4. INFORMATION ON PRICES, PRODUCTS AND CONTENT

The information of the products advertised on the site is Csmobee.com accurate and attached to the characteristics of these, this same quality is offered by the "sellers"; however, if by an error, the item contains a different feature than advertised you can return it, delivering its original packaging and accessories within the period established in the Returns section.

We accurately display the colors that appear of our products on the sites. However, the current colors you see will depend on your monitor, we can not guarantee that any of the colors shown on your monitor are accurate, we remind you that the images or photographs, as well as those of the authorized "sellers", are for illustrative purposes and are exposed to you for guidance. We recommend that you always check the conditions of purchase before placing your order, in order to make sure of the terms, conditions and restrictions that may apply to each product.

All product prices include VAT and other taxes that may apply. The foregoing, regardless of the shipping costs that may or may not be generated. These amounts will be indicated to you before you place your order, so that you are able to accept them.

The format in which prices are displayed within the portal may Csmobee.com be modified by browser versions, operating system or devices for internet browsing, so there may be variations in the use of various devices.

In view of the above, the usual format as prices are presented is as follows:

Correct format: \$0,000.00

If the configuration of the browser or device used to view the page will affect this format, it can be seen as follows:

Inaccurate formats: \$0.000.00

\$0.000,00

This type of format is inaccurate because, usually, thousands and thousands are separated by commas, and the configuration of the browser or navigation device can modify them by points.

If there is any inconsistency or failures at the time of publishing the prices on the portal, you will be informed of this situation, so that you can confirm if it is still your desire to acquire the product, or cancel the order and return the amount paid. In case you have not completed your purchase, you will be notified of the change in price and availability when entering the shopping cart.

Configuration. When using this site the menu and prices shown must be under the Spanish language settings (Latin American). When you change the settings to another language, the menu, categories, and prices displayed by the site on devices will be invalidated.

- Choose correctly: the model that best suits your needs. It is important that you consider the size and functions of the product.

The cost of shipping the product, buying less than \$ 500.00 (Five hundred pesos 00/100 M.N) will be \$ 80.00 Pesos plus VAT.

Product prices are subject to change without notice.

5. MANUFACTURER'S WARRANTY

5.1 WARRANTIES FOR PRODUCTS PURCHASED IN CSMOBEE.COM

COMERCIALIZADORA MOBEE seeks that the items it sells are backed by the manufacturer's warranty, which always adheres to the provisions and terms established in the Federal Consumer Protection Law.

The guarantee will be delivered with your product where the conditions and mechanisms to make them effective will be established.

5.2 WARRANTIES FOR MARKETPLACE PRODUCTS

The items that are marketed through the Marketplace platform are backed with their respective guarantee if applicable, which will always adhere to the provisions and terms established in the Federal Law on Consumer Protection and Official Mexican Standards. The guarantee will be delivered with the product where the conditions, mechanisms, contact information and validity will be established to make them effective, being the responsibility of the Sellers that it is included within the products, which they deliver.

The fulfillment of the guarantees will be provided directly by the authorized "sellers", the validity of said guarantees is referred to in the description of each product being issued and validated by the "sellers", so Comercializadora Suarez MOBEE, S.A. de C.V. , does not assume any responsibility for such guarantees and the customer undertakes to contact the seller directly to make it effective. However, it will carry out the necessary actions to provide customers who request it, the contact information to validate the respective guarantees, if necessary.

1. It is the customer's responsibility to check the goods upon receipt. If the packaging or product is scratched, bumpy, dirty, wet or otherwise damaged. Suggest:

Do not receive it and report it to the customer service area

We will validate substitute shipping or apply return.

2. Upon receipt of the item, you must sign as received and in conformity.

4. In case of having a manufacturing defect you must send an email with photos of the article.

Direct it to ventas@csmobee.com

Include: Order number. Contact telephone number.

Description of the defect presented.

To request the application of the guarantee you must have proof of payment (invoice or sales note).

5. This information will be reviewed to validate the guarantee of the same.

A. We will contact the customer to follow up on their warranty.

The guarantee **Not** applicable

B. If the wear is derived from normal use, as well as when these evidence an improper use of the product manifested in the presence of stains, dirt, burns, holes, breakage and abuse.

C. And if the breakage is caused by improper handling / lifting / loading.

6. QUANTITY AND AVAILABILITY LIMITS

The items are subject to availability, which the Customer must verify before processing the payment. With the intention of validating the existence of the items and in case of not being available, the system will display the following legend "No products available."

Orders for items NOT belonging to the catalog of Comercializadora MOBEE, will be subject to availability from the seller who offers them.

7. ORDER ACCEPTANCE

Once you place your order you will be sent to your email the "order number" and details of the product (s), the above does not mean that the payment has been processed or authorized by the bank or means of payment you chose, nor that the order has been confirmed. If the payment is authorized or authenticated we will send you another email with the order confirmation and purchase details. Once you place your order, start the purchase process, if in 24 hours you have not received the purchase confirmation email, you must enter our page, access your account (if you are registered) or call our call center and check the status of the order.

We inform you that all purchase requests are subject to a bank authorization process. In the event that your purchase is approved or stopped, Comercializadora MOBEE will be informing you within 24 hours by email when your purchase is approved.

If for any reason your bank determines that it is not possible to complete the transaction and your card has already been charged, a refund will be issued for the same amount and payment method. If you require additional information to accept your order, we will contact you by phone within 24 to 48 hours after your purchase.

8. TOTAL DELIVERY TIME FOR AN ORDER

The total delivery time of your order is the period of time from the moment you place the order until the moment you receive it. An order is made up of two parts: processing time and shipping time. The processing time of a product is the time in which its purchase order is generated, processed and leaves the warehouse. The shipping time runs from when your product leaves the warehouse to reach the delivery address indicated in your purchase order. Check the delivery times in the corresponding section.

For items purchased in Csmobee.com/tienda, we offer a shipping method, in which the delivery time will begin to run as soon as you receive the confirmation email of your order:

Normal Shipping (3 to 10 business days). The shipping cost of the items is based on the size of the product, weight, shape and delivery address. Each time you make a purchase, you will immediately be able to know the shipping cost that corresponds to the chosen item. Check this cost before paying.

For cases where your order cannot be delivered ("delivery exception") we will make three attempts at the address registered in your order, when unsuccessful, you will be notified via email. Once you receive this, you will have 15 calendar days to communicate your desire regarding the delivery of these items. In case of not receiving your response and once this time has elapsed, the order will be canceled and the return will be made in accordance with the provisions of the terms and conditions.

The delivery in buildings is only on the ground floor and reception, for your safety and your items will not be delivered on another level.

The tracking of your order can be consulted through our www.csmobee.com portal in the section of your orders or by dialing our call center.

☒ The shipment of the products will be made through parcels so it is possible that they arrive in separate packaging. Or failing that, if the MOBEE Marketing Company deems it prudent, the delivery will be made through the company's staff.

9. Pick up in store

Step 1. Place your order and select Store Pickup

For the purchase of product (s) in the modality of "**Pick up in Store**", you must register on the page www.csmobee.com/tienda.

In the "**Pick up in Store**" mode, you can purchase the products sold by Comercializadora MOBEE, in case a product is not available for this modality, the "Pick up in Store" option will not be enabled. (Does not apply to purchases of products sold by third parties "Marketplace").

When you select the option "**Pick up in Store**" if the order is in the status of Shipped or Delivered, you can no longer request change, it is important that before confirming your purchase you review the amounts to be paid. Subsequently, no additional amount will be charged at the time you pick up your order at the establishment (check the shipping details and its costs as established in point number 7).

The tracking of your order can be consulted through our portal www.csmobee.com/tienda in the "Your orders" section or write to us in our Chat.

Step 2. We will notify you by mail when your order is ready to be picked up!

As soon as your order is ready in the selected store, we will send a notification to the registered email, with the subject: "**Your order is ready to be picked up!**" indicating the days and hours in which the order can be delivered in the eCommerce module or kiosk, which is located inside the establishment.

Step 3. Go to the establishment to pick up your order!

To pick up your order in the store or at the parking place, we suggest you consider the following points:

☑ If you are the "**Holder**" of the account registered in www.csmobee.com you must present any of the following options:

☑ Confirmation email of **Your order is ready to be picked up!**

☑ Order number and a valid official photo ID.

☑ If you are the "**Person authorized to pick up the order**" you must present the Order Number and a valid official photo ID.

For your safety it is very important the proper use of emails or notifications you receive from www.csmobee.com, since they contain all the authorizations to collect your merchandise in Store.

The warranty of the product(s) starts from the moment you pick up your order at the establishment (check the details in Point 9).

10. RETURNS

We want your satisfaction and if you decide to change your mind about your purchase or you are not satisfied, we offer you 30 calendar days after delivery to return the items, receiving a full refund of the amount paid. We recommend that you keep the original packaging during this period of time so that you can deliver your items inside it if necessary.

- **We do not accept returns of items:**
- Installed incorrectly or damaged by tampering or improper use (in accordance with the recommendations indicated in the instructions)
- That have been personalized (engraved, decorated, with personal keys, etc.).
- From the following departments and/or articles (due to the nature thereof):
- Foods

How to return an Item purchased on Csmobee.com?

I want to bring my item to the property, this option is recommended for low-volume items and does not apply this option for items sold by a third party (Marketplace)

- Verify that the order meets the deadline and conditions to return your item.
- Contact us by Chat from 9 am to 8 pm Monday through Friday
- Receive via email format for return which you must print
- Go to the establishment to **the** customer service area with the format. In case the payment has been made with cash, proof of payment, valid official identification, is required. If the payment was made by credit or debit card in **the** online store, the card will be requested to make the refund
- Recibimos article, performs physical inspection and notifies you about the origin of the return (If it is accepted, the refund instruction is generated in the same form of payment of the purchase).

I want them to come for the item, this option is to facilitate the maneuver of high volume items and for items sold by third parties (Marketplace)

- Verify that the order meets the deadline and conditions to return your item.
- Contact us by Chat from 9 am to 8 pm Monday through Friday.
- You will be assigned a schedule to collect the product.
- It will not be possible to schedule pickups at specific times, however, anyone can deliver the merchandise

Receive Your Refund

Depending on the form you have chosen to return the merchandise and the form of payment will be the time and process to receive your refund.

Online payment by debit, credit card or PayPal delivery of item in establishment, Does not apply to items sold by third parties (Marketplace)

Once the item is delivered and the return is accepted, the bank time will run so that you see your refund in the same means of payment with which you executed the purchase. If you paid by Credit Card your refund will be displayed in 2 to 3 business days and in the case of having paid by Debit Card your refund may be reflected up to 30 calendar days.

Online payment by debit, credit or PayPal card, delivery of item in collection

Once the item returns to our facilities or those of the third party and the return is accepted, the bank time will run so that you can see your refund in the same means of payment with which you executed the purchase. If you paid by Credit Card your refund will be displayed in 2 to 3 business days and in the case of having paid by Debit Card your refund may be reflected up to 30 calendar days.

FOODS

In the purchase of any product of the Food category there will be no possibility to return the items. As consumer products, we must protect the health and integrity of our customers.

10. CANCELLATIONS

Your order starts processing immediately after clicking on Buy in the "Review and Pay" section. Once the order is confirmed by our system, it will not be possible to cancel and must be processed as a return. To make a return of your order, write to us in our Chat **and** request it, you must have at hand your order number and in case of a partial cancellation, the detail of the items to be canceled.

It is important that you remember that in cases of "packages", "combos" or "bundles" we can replace some items, but we will not be able to make partial returns. The refund will be made with the same payment method of your order and will be carried out within 3 to 4 business days once the acceptance of the cancellation is confirmed. If at the time of delivery it is not possible for you to review the product and subsequently find defects in your product, it will be necessary to write to our Chat within 24 hours of delivery of the product.

11. UNAUTHORIZED USE OF THE ACCOUNT ON www.csmobee.com

For your greater security, we provide you with a service in which you must notify us of any unauthorized use of your account or password. That is why we remind you that as a user and / or account holder, you are solely responsible for keeping your password, as well as other secure account identifiers, confidential.

- Means of contact to report unauthorized use of the account. Csmobee.com Chat

12. SECURITY MEASURES

In our sites we offer security and confidentiality to your information since we have a secure server under the SSL (Secure Socket Layer) protocol of 128 bits, in such a way that the information sent is transmitted encrypted to ensure your protection. To verify that you are in a protected environment, make sure an "S" appears in the navigation bar ("https://").

13. MISCELLANEOUS

INTELLECTUAL PROPERTY All content and materials on this site, including images, illustrations, designs, icons, photographs and texts, trademarks, combination of distinctive signs, operational and image

elements and / or any other intellectual property right are the property and exclusive use of Csmobee.com

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Csmobee.com does not regularly review posted Comments, but reserves the right (but not the obligation) to monitor and edit or remove any comments submitted on the site when they contain an improper or unlawful nature. You grant Csmobee.com the right to use the name you submit in connection with any comment and agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any feedback you submit. You are and will remain solely responsible for the content of any comment(s) you make and agree to indemnify Csmobee.com and its affiliates for all claims arising from any comment(s) you submit. Csmobee.com and its affiliates are not responsible or assume any responsibility for any of the comments submitted by the user or any third party.

USE OF WIDGETS AVAILABLE ON OUR SITE

As part of our Site, links may be available for your use and display on your website or personal page (the "Widgets"). We grant you a revocable, non-exclusive, worldwide, royalty-free license for the duration of the term of these Terms of Use, solely for the purpose of providing references from your site or personal page to the Csmobee.com Site, to display Widgets on your site. Without prejudice to other remedies, we may limit, suspend or terminate this license and/or your right to access or display Widgets at any time for any reason, including, but not limited to, your display of Widgets on a site or in any manner that we find unacceptable for any reason. Except for the license granted herein, you do not obtain any rights under these Terms of Use in any intellectual property, including, without limitation, any intellectual property with respect to the Widgets, link formats, technical specifications, guidelines or graphic illustrations, or with respect to the domain name of Csmobee.com. For the avoidance of doubt, the foregoing license does not grant you any right to use any of the Csmobee.com trademarks, service marks, trade names, domain names, trade dress or other proprietary or indicia logo (collectively

"Trademarks") except as such Trademarks that may be included by us within the configuration defect of a Widget. In connection with your use and display of Widgets, you:

(a) use any data, images, text or other information you obtain from us ("Widget Content") only lawfully and solely in accordance with the terms of these Terms of Use;

(b) no modifythe changewidgets;

(c) you will not sell, redistribute, sublicense or transfer any Widget content; and

(d) you will not use or display Widgets or any Widget content in a manner for the purpose of sending sales to any site other than the Csmobee.co m Site.

You will not display Widgets on any site or page that:

1. Promote sexually explicit material.
2. Promotes violence or hatred towards some individuals or groups.
3. Promote illegal activities.
4. Promote alcohol, tobacco, gambling/lottery in any way.
5. Promote the use of "ponzi" pyramid or similar investment schemes.
6. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
7. Contains in our judgment, defamatory, fraudulent or harassing material to us or any third party.
8. Contain blogging of any kind.
9. Include "mobee", "csmobee" or variations or misspellings thereof in your domain names.
10. In another respect violate intellectual property rights of Csmobee.com or its suppliers. Discredit Csmobee.com, affiliates of Comercializadora MOBEE or their suppliers.

Privacy Notice.

To know our comprehensive privacy notice, go to:
http://www.csmobee.com/index.php?q=aviso_de_privacidad

14. BILLING

www.csmobee.com

In Comercializadora MOBEE we accept the following forms of payment:

Debit Card (TDD) (Visa, Mastercard, American Express)

Credit Card (TDC) (Visa, Mastercard, American Express)

Interbank transfer .

PayPal (Does not apply to Interest-Free Months, MSI)

The invoice is processed in the same month in which the purchase is made, after that period it cannot be issued. So we suggest you request it during the confirmation of your purchase.

In case you require an invoice for shipping costs, Comercializadora Suarez MOBEE S.A. de C.V. will be the one who issues the corresponding invoice.

• If you request your invoice after 30 calendar days of delivery, it can no longer be issued by our System.

We suggest you take your precautions and request them as soon as you receive your order.

• The data contained in the invoice are:

1. Invoice date (date on which the invoice is made, which may be different from that of the purchase).
2. Invoice folio.
3. Tax Folio.
4. Tax data of the issuer.
5. Address () and tax data of the client (Name or Company Name, RFC, use of CFDI).
6. Information of products purchased: Code (SKU), Product service key, quantity, item description, unit key, unit, unit value, amount and discounts.
7. Order number.
8. Tax document folio and credit note folio
9. Total with letter.
10. Subtotal, Discounts, VAT and Total (numeric).

11. Original chain of the SAT digital certification complement.
12. Digital Seal of the Issuer.
13. SAT Digital Seal.
14. Place, date and time of issue.
15. Currency.
16. Exchange Rate.
17. Date and time of certification.
18. Nope. serial of the issuer's certificate.
19. Nope. of the SAT certificate series.
20. Payment Method.
21. Payment method.
22. Payment Terms.

- Marketplace

Since the products displayed on the Marketplace platform are sold, offered and guaranteed by third parties, the invoice must be requested at the time of purchase and will be issued directly by the authorized sellers, which must comply with all applicable regulations.

It is important that the request for the invoice is made at the time the purchase is made or during the current month, after that period can not be issued by the sellers. So we suggest you request it during the confirmation of your purchase. In case you require an invoice for shipping costs, Comercializadora Suarez MOBEE S.A. de C.V. will be the one who issues the corresponding invoice.

15. COUPONS

- The validity of the coupons can not be extended, so it must be used within the validity indicated therein.
- Only one coupon can be used per purchase.
- The delivery, restrictions, use and validity of coupons is specified in each promotion.

This agreement will be governed in all its points by the laws in force in the Mexican Republic, in particular with respect to electronic commerce, will be governed by the provisions of the respective federal legislation.