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When accessing and using this Internet portal, whose domain name is www.mezcalarte.com, property of Mezcalarte, A Work of Art with the Soul of Mezcal, S. de R.L. de C.V., hereinafter "Mezcalarte", the user agrees to the TERMS AND CONDITIONS OF USE contained in this agreement and he/she expressly declares to accept them by using electronic means to this effect in the terms of article 1803 of the Mexican Federal Civil Code.

In case the user does not accept absolutely and completely the terms and conditions of this agreement, he/she should abstain from accessing, using and observing the Website www.mezcalarte.com. In case the user visits, uses and views the Website www.mezcalarte.com, it is confirmed that the user absolutely and expressly accepts the TERMS AND CONDITIONS OF USE here stipulated.

The sole use of this Internet page grants to the public in general the condition of user (hereinafter the "user" or "users") and implicates the complete and unconditional acceptance of all and every one of the general and particular conditions included in these TERMS AND CONDITIONS OF USE published by Mezcalarte, from the moment the user accesses the web site.

The page is for the exclusive use of users who, according to their place of residence have the sufficient age to acquire alcoholic beverages (legally of age). If the user has not the legal age to access this site, he could be violating laws or regulations applicable in his country of residence in which case Mezcalarte can not be held liable or responsible.

Mezcalarte reserves the right to modify any of the present TERMS AND CONDITIONS OF USE when it so deems convenient. It will be the exclusive responsibility of the user to consult the modified terms.

Agreement

Agreement for the use of the Internet website www.mezcalarte.com established between: on the one hand, Mezcalarte and on the other hand, the user; both parties accept and agree to be bound by what is established in this document.

License

- a. Under this agreement Mezcalarte authorizes and concedes to the user the non-exclusive, revocable and non-transferable right to view and use the website www.mezcalarte.com in accordance with the TERMS AND CONDITIONS OF USE here indicated. As to the effects of the present agreement, both parties agree that by "user" is understood any person or entity that accesses the Website www.mezcalarte.com and/or any of the subpages that displays its content and/or any person or entity that registers and/or uses any of the services offered through this page.

- b. The user may only print out and/or copy any information contained or published on the Website www.mezcalarte.com exclusively for personal use. The commercial use of the aforementioned information is strictly forbidden. In the case of an entity or corporation, article 148, section IV of the Mexican Federal Law on Copyright is applicable.

- c. The reprinting, publication, distribution, assigning, sublicense, sale, electronic reproduction or reproduction by any other means, partial or total, of any information, document or graphic that appears on the Website www.mezcalarte.com for any other than personal, non-commercial use, is strictly prohibited to the user, unless a prior and written authorization by Mezcalarte is given.

Terms for the use of the website www.mezcalarte.com

The user and Mezcalarte agree that the use of the Website www.mezcalarte.com is subject to the following terms:

1. Information contained on the Website www.mezcalarte.com. The user acknowledges and accepts that the information published or contained on this site is clearly identified in such a way that it is acknowledged that it has been provided and generated by Mezcalarte or its suppliers.
2. However, the information, concepts and opinions published on this website do not necessarily reflect the position of Mezcalarte or of its employees, officials, directors, shareholders, licensees and dealers (hereinafter "affiliates"). Therefore, Mezcalarte cannot be held responsible for any information, opinion and concept issued on the referred web page. In this case, the user is recommended to consult a specialist and/or professional on the subject. Furthermore, Mezcalarte cannot be held responsible for the information contained on the Internet page, subpages included, with the understanding that the use and follow-up of these, is the risk and responsibility of the user.
3. Mezcalarte reserves the right to block access or remove partially or totally any information, communication or material that in its sole discretion may result: i) abusive, libelous or obscene; ii) fraudulent, tricky or deceptive; iii) infringing on copyrights, trademarks, confidentiality, industrial secrets or any intellectual property rights of a third party; iv) offensive or; v) which breaches in any form what is established in this agreement. If the user wishes to obtain more information on a specific subject provided by Mezcalarte or its suppliers, he/she should consult them directly accordingly, and/or consult a specialist on the subject.

4. The user acknowledges that Mezcalarte does not control or previously censure the available information on the Web page. Therefore, Mezcalarte shall not be responsible for the content on this page provided by independent or outside suppliers and it has no editorial control on the contents, information and/or material produced and/or provided by third parties. All opinions, advice, declarations, services, offers, sales and other information or contents expressed or provided to the public by third parties, belong to their respective author and Mezcalarte excludes all liability for them. In the same way, Mezcalarte does not guarantee the accuracy, veracity, extent and/or use of any content provided by third parties. Additionally, Mezcalarte cannot be held responsible nor guarantees the accuracy, exhaustiveness, veracity and/or reliability of any opinion, information, advice or declaration expressed by Mezcalarte through its Internet pages. Mezcalarte excludes under any circumstances all liability for any direct or indirect damage and/or prejudice, caused by any reliance the user deposits on the information obtained through its Website. Mezcalarte reserves the right to suppress or modify the content of the page that, in its sole discretion, does not fulfill its standards or that may result contrary to the legislation in force and Mezcalarte shall therefore not be liable for any defect or delay resulting from the elimination of this material.

Formats

The users acknowledge that, when providing the personal information requested by any of the services provided on this Website, they grant Mezcalarte the authorization indicated in article 109 of the Mexican Federal Copyright Law.. In any case, users shall be held responsible for the veracity of the information provided to Mezcalarte.

Furthermore, by using the services or purchasing products, the user accepts to be bound by the terms and conditions indicated herein.

Products and sales

The products exposed in the Website www.mezcalarte.com are realized based on the information directly provided by the suppliers of Mezcalarte. However, the information given on each Product, as well as the

photos or videos related to those products and the commercial names, brands or distinctive signs of any kind contained in the Website www.mezcalarte.com, are property of Mezcalarte.

All products are subject to availability without previous notice. All product prices indicated on the Website www.mezcalarte.com include V.A.T. and other taxes that may correspond. These prices do not include the cost of shipping and handling, which will be calculated according to the place of delivery and product quantity and should be accepted and paid for previous to their shipment, directly and exclusively by the user as well as the respective insurance costs for shipment of the product.

Payment

The user is under the obligation to pay for the total price of the products purchased on completion of the order. To the initial price indicated on the Website www.mezcalarte.com the corresponding shipping costs will be added.

The user must realize the payment by means of electronic transfer or any other means agreed upon by the parties in private contract.

Cancellation and Returns

Mezcalarte shall NOT accept cancellations of orders or returns.

There will only be refunds in case of defects or damage caused through carelessness or fault of Mezcalarte.

Product Delivery

Mezcalarte undertakes to deliver the product in perfect state to the address indicated by the user in the order format, whenever this address is situated within the territory. In order to optimize the delivery, we appreciate if the user would indicate an address that allows us to deliver the order during normal working hours, in other words, between 9.00 AM and 06.00 PM from Monday till Friday.

Mezcalarte shall not be responsible for delivery mistakes when the delivery address indicated by the user in the order form does not exist, does not correspond in reality or has been omitted.

The maximum period established for delivery is thirty days, although the normal delivery time of Mezcalarte is between fifteen and twenty days, counting from the day of payment.

These are average delivery periods, and are therefore only an estimation and not a guarantee, as the delivery shall be realized through courier services not belonging to Mezcalarte but hired for this purpose. It is therefore possible that delivery time may vary due to logistics, unforeseeable circumstances or force majeure. In the case of late delivery, Mezcalarte shall inform the user of the situation as soon as it has been made aware of it.

Every delivery shall be considered realized from the moment the courier service has put the product at the disposal of the user at the address indicated by him/her when placing the order and materialized through the control system of the courier service.

The e-mail that informs the user the product has been dispatched by Mezcalarte, also provides the shipment or tracking number and the client service number of the transportation company responsible for the delivery, so that should there arise any anomaly in the delivery, the user may contact this service to resolve the problem.

If at the time of delivery the user is absent, the courier service will leave a notice indicating how to proceed in order to arrange a re-delivery. Three delivery intentions will be realized in order to guarantee the arrival of the product.

If a period of seven labor days has passed after the product has been dispatched for delivery and the delivery has not been realized, the user should contact Mezcalarte by any means. In case the user omits doing so, once a period of 10 working days has elapsed counting from the dispatch for delivery of the order, the order shall be returned to the warehouse of Mezcalarte and the user must bear the costs of shipping and returning the product to the warehouse.

If the delivery has not been realized because the package has gone astray, our courier service shall initiate an investigation. In this case, an answer from the courier is to be expected within a period of between one and three weeks.

It is the sole and exclusive responsibility of the user to verify the good state of the package in the presence of the conveyor who, on behalf of Mezcalarte, realizes the delivery of the requested product(s), indicating on the delivery notice any anomaly that may be detected on the package of the product. If, after having re-visited the product, the user detects any indication it has been broken, damaged, opened or has any flaws caused in the product due to shipment, the user is under the obligation to contact Mezcalarte within 24 hours of the delivery. In case no communication has been received or no notice has been realized on the delivery note, it will be understood that the product has been delivered and accepted to his/her complete satisfaction.

Copyrights and Industrial property rights

Mezcalarte, the Website www.mezcalarte.com, its logos and all the material displayed on this site are brands, domain names, commercial names and works of art property of the respective holders and protected by international agreements and applicable laws on the subject of intellectual property and copyrights.

The copyrights of the content, organization, summary, compilation, information, logos, photos, images, programs, applications and in general of any information contained or published on the Website www.mezcalarte.com are duly protected in favor of Mezcalarte, its affiliates, suppliers and/or respective owners, according to applicable legislation on the subject of intellectual and industrial property rights.

It is expressly forbidden for the user to modify, alter or suppress totally or partially, notices, brands, commercial names, signs, advertisements, logos or in general, any indication referring to the property of the information contained on this website.

In case the user transmits to Mezcalarte through its Website www.mezcalarte.com any information, programs, applications, software or in general any material that requires license, the user authorizes with this act to Mezcalarte a perpetual, universal, free, non-exclusive, worldwide, royalty-free license that includes

the rights to sublicense, sell, reproduce, distribute, transmit, and create derivative works, which may be publicly exhibited and executed.

What is established in the paragraph above will equally apply to any other information sent or transmitted by the user to Mezcalarte, including and without limitation, ideas to renew or improve the Website www.mezcalarte.com, regardless of whether they have been included in any space on the indicated page or sent by any other means of transmission, known or yet to be developed.

Consequently, by this act, the user expressly renounces to realize any action, demand or claim against Mezcalarte, its affiliates or suppliers on any actual or eventual infringement of any intellectual property or copyrights derived from the information, programs, applications, software, ideas and other material that the user him/herself sent to the Website www.mezcalarte.com

It is our policy to act against infringements that could arise or originate on the subject of intellectual property, as indicated in the legislation and in other applicable laws on intellectual property, including the elimination and blocking of access to material that infringes the intellectual property rights of third parties.

In case a user or a third party considers that any of the contents displayed or introduced on www.mezcalarte.com and/or any of its services, infringes his/her intellectual property rights, they must send a notification to the following address: info@mezcalarte.com, indicating: i) true personal information (name, address, telephone number and e-mail address of the complainant); ii) signature and personal information of the holder of the intellectual property rights; iii) precise and complete indication of the content(s) protected by the supposedly infringed intellectual property rights, as well as the localization of these infringements on the referred site; iv) explicit and clear declaration of the fact that the indicated content(s) has been introduced without approval of the holder of the supposedly infringed intellectual property rights; v) explicit and clear declaration, under the responsibility of the complainant, that the provided information in the notification is exact and that the introduction of the content(s) constitutes an infringement of these rights.

Publicity Material

Mezcalarte is a Mexican, commercial company whose information, images, advertisements, products and other publicity or promotional material (hereinafter "publicity material") will be published on the Website www.mezcalarte.com

The user acknowledges and accepts that the publicity material belongs to Mezcalarte and acknowledges and accepts with this act that this material is protected by the applicable laws on the subject of intellectual and industrial property.

Disclaimer of warranties

The user accepts that accessing the Website www.mezcalarte.com is done at his/her own risk and that the services and products there provided and offered are on an "as is" and "as available" basis. Mezcalarte does no guarantee that the indicated page shall satisfy the requirements of the user or that the services there offered shall not be interrupted, be safe or error-free.

Mezcalarte makes no warranties of any kind whatsoever on the veracity, precision, legality, morality or any other characteristic of the contents of the material published on the Website www.mezcalarte.com

Mezcalarte disclaims all responsibility and conditions, explicit as well as implicit, in regard with the services and information contained or available on or through this website; including, without any limitation:

The availability of use of the Website www.mezcalarte.com

1. The absence of viruses, errors, deactivators, or any contagious material or harmful component in the information or programs available on or through this page or in general any failure of this site.
2. Nonetheless, Mezcalarte and its suppliers may update the contents of the page continuously, wherefore the user is requested to accept that some of the information published or contained on or through this website may have become obsolete and/or contain inaccuracies or typographic or orthographic mistakes.

Limitation of liability

To the full extent permissible by applicable law, Mezcalarte will not be liable under any circumstances, for direct, special, incidental, indirect or consequential damages under any form derived from or related to:

- a. The use or execution of the Website www.mezcalarte.com, delays in operation or unavailability of use.
- b. The availability or failure of services of any information or graphics contained or published on or through this site.
- c. The update of or failure to update the information.
- d. The total or partial alteration or modification of the information after having been included in this site.
- e. Any other aspect or characteristic of the information contained or published on its web page or through links that may eventually be included on this site.
- f. The provision of or failure to provide other services; all the above assumptions, will be in force even in the case Mezcalarte should have been notified or advised on the possibility that such damages will occur.

Modifications to Web site www.mezcalarte.com

Mezcalarte can at any moment and whenever it deems convenient, without notice to the user, realize corrections, additions, improvements or modifications to the content, presentation, information, services, areas, data bases and other elements of this site, without giving right to any complaint or indemnification and without acknowledging any liability in favor of the user.

Agreement modifications

Mezcalarte reserves the right to modify the TERMS AND CONDITIONS OF USE of this agreement at any time. These modifications shall be effective immediately through:

- Publication of the modified agreement on the Website www.mezcalarte.com
- Notification to the user of these modifications.

- In this way, the user agrees to review this agreement periodically in order to be informed on these modifications. However, every time the user accesses this website it will be considered as an absolute acceptance of the modifications to the present agreement.

Information Privacy

Through www.mezcalarte.com, Mezcalarte may obtain information on the user that may be stored or processed into the data base wherefore Mezcalarte publishes its "Privacy Notice" on the site www.mezcalarte.com. It is recommended the user consults the information on the treatment of personal information.

If Mezcalarte decides to change its Privacy Notice, then such changes will be announced on the site www.mezcalarte.com so the user may always know who is responsible of the treatment, what information is stored, why it is requested, etc.

Additional terms

Occasionally, Mezcalarte may add to the TERMS AND CONDITIONS OF USE of the present agreement, additional provisions with regard to specific areas or new services offered on or through the Website www.mezcalarte.com (hereinafter "additional terms"), which will be published in the specific areas or new services of that site for reading and acceptance. The user acknowledges and accepts that these additional terms form integral part of the present agreement for all legal effects.

Assignment of rights

Mezcalarte may at any time and whenever it deems convenient, assign totally or partially the rights and obligations derived from the present agreement. In accordance with this assignment, Mezcalarte will be freed from any obligation in favor of the user established in the present agreement.

Indemnity

The user hereby agrees to indemnify Mezcalarte, its affiliates, suppliers, salesmen and agents for any action, demand or complaint (including attorney fees and judicial costs) derived from any breach of this agreement on behalf of the user; including without limitation, the ones derived from:

- Any aspect regarding the use of the Website www.mezcalarte.com. The information contained or available on or through this site or offense, libel or any conduct infringing the present agreement on behalf of the user in the use of this web page.
- The infringement of the applicable laws or international treaties with regard to the copyrights or intellectual property rights of the contents available on or through this Website.

Termination

Mezcalarte reserves the right, without notice or notification to the user, and in its sole discretion, to:

- Definitely terminate the present agreement.
- Suspend or definitely stop publishing the Website www.mezcalarte.com without any liability for Mezcalarte, its affiliates or suppliers.

Subsistence

These TERMS AND CONDITIONS OF USE, as well as the additional terms, constitute the comprehensive agreement between the parties, and substitutes any other previously established agreement or convention. Any clause or provision or additional terms to the present agreement that are legally declared invalid, will be eliminated or modified as decided by Mezcalarte in order to correct its vices or flaws. However, the rest of the clauses or provisions will remain their force, and be legally binding and valid.

Non-Waiver

The inactivity on behalf of Mezcalarte, its affiliates or suppliers in the exercise of any rights or action derived from the present agreement, cannot at any time be interpreted as a waiver to these rights or actions.

Applicable legislation and jurisdiction

This agreement will be subject to and shall be interpreted in accordance with the laws and before the courts of the city of Puebla, State of Puebla, Mexico.

PERSONAL INFORMATION

Your personal data will be processed and transferred to the database of Mezcalarte, A Work of Art with the Soul of Mezcal, S. de R.L. de C.V., whose domicile is registered at Calle 2 Sur, Number 1109, Colonia El Carmen, C.P. 72000 Puebla, Mexico (hereinafter "Mezcalarte").

Purpose of use

Your personal information will be used for the purposes set out below:

- i. Providing you the information you have requested us
- ii. In case of buying a product or hiring a service, improving, fulfilling and controlling the correct fulfillment of the contract
- iii. Attending the legal requirements of Mezcalarte
- iv. Informing you on promotions, if you explicitly requested this (when registering on our website, through a check box or section on the web at www.mezcalarte.com).

Contents: Mezcalarte may send you promotional communications related to the products and services offered on our website (these products or services are products and services of a third party offered on our

website www.mezcalarte.com to our users, and they include at present the selling of sculptures and alcoholic beverages).

Means: Mezcalarte may send you these promotional communications by any means (post, telephone, e-mail or any other electronic means).

Opt-out: In every promotional communication sent through electronic means, you shall be informed on how to opt out in a simple way, without any costs and your request shall be attended to as soon as possible and within the limits legally established. However, when opting out on the option of receiving publicity, we may send you messages for other purposes such as messages referring to the state of your purchase realized through our website.

In the case of merger, acquisition, joint-venture, global cession of actives and passives or other corporate transactions, your personal data shall be controlled by the company resulting from this corporate transaction and used for the same purposes as here indicated (unless both parties agree otherwise or the applicable law requires to do otherwise).

You may contact us at the address indicated at the beginning of this section or at info@mezcalarte.com in order to exercise your rights of access, rectification, cancellation and/or opposition (without prejudice to the specific opt-out procedure for promotional communication with the purpose of publicity by electronic means).

Before providing any data of third parties, you should have informed them and obtained their consent to do so, according to this Privacy Policy. This service may not be used to send massive spam mails or realize any action that violates the privacy of any person. Mezcalarte shall not take any decisions with regard to such dispatch and shall only follow your instructions. The dispatch shall be done immediately, and it is therefore impossible to correct the given address later. We would like to inform you that security measures of our system for this kind of service are of basic level. We will not use or reveal the data given by you for any other purpose than transmitting your message with the corresponding IPS. Therefore, once the shipment requested by you has been concluded, we will not store this personal information, unless the law requires us to do so.

The personal data requested when purchasing a product through our website www.mezcalarte.com are necessary for Mezcalarte for the purpose here mentioned and include name, family name, contact infor-

mation, document for identification, bank account data (which in some jurisdictions may be considered sensitive information). If you voluntarily use our services, you consent explicitly to Mezcalarte to process your personal information as explained here.

Mezcalarte has the right to change this Privacy Notice from time to time. If any of these changes affects your rights, you shall be informed of them by email (to the most recent email address provided by you) .The reviewed privacy notice shall always be accessible through the website www.mezcalarte.com.