



TERMS AND CONDITIONS OF SERVICE AND SUBSCRIPTION AGREEMENT

EFFECTIVE:

Qwetrust Unique, Qwetrust, Turnos Unique, TurnosPR and Turnos Media, LLC Terms and Conditions of Service and Subscription Agreement. When we use the name Qwetrust Unique or Qwetrust in this policy, it also means including Qwetrust, Qwetrust Unique, TurnosPR, Turnos Unique and Turnos Media, LLC.

IMPORTANT, READ CAREFULLY:

YOUR USE OF THE PLATFORM AND

APPLICATION, PRODUCTS AND SERVICES AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE “SERVICES”) OF QWETRUST, QWETRUST UNIQUE, TURNOS UNIQUE, TURNOS PR AND TURNOS MEDIA, LLC, IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS, WHICH INCLUDE YOUR AGREEMENT TO WAIVE ANY AND ALL CLAIMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING/CHECKING THE “I AGREE” BUTTON/BOX, ACCESSING OUR WEBSITE OR BY UTILIZING OUR SERVICES YOU AGREE TO BE

BOUND BY THESE TERMS OF SERVICE, ORDER FORMS, AND INCORPORATED POLICIES. OUR SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF SERVICE.

Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC will provide the Services, and you may access and use the Services, in accordance with this Agreement. If You order Services through an on-line registration page or an order form (each an “Order Form”), the Order Form may contain additional terms and conditions and information regarding the Services you are ordering; those additional terms are hereby incorporated into this Agreement in relation to Your use of that Service.

1. SYSTEM REQUIREMENTS.

Use of the Services requires compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

2. DEFINITIONS.

The following definitions will apply in this Agreement.

- “Initial Subscription Term” means the initial subscription term for a Service as described in an Order Form.
- “Service Effective Date” means the date an Initial Subscription Term begins as specified in an Order Form.

- “Renewal Term” means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in an Order Form.
- “Taxes and Fees” and “Taxes or Fees” means all applicable sales taxes.
- “Your Data” means information provided to Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC, so we can fulfill the terms of the Agreement and provide access to the Services (e.g., company name, billing address, registration number, contact name and information). You are solely responsible for the accuracy of Your Data, and Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC has no liability whatsoever for errors and omissions in Your Data.

3. SERVICES.

Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC will provide the Services as described on the Order Form and Service Description, and standard updates to the Services that are made generally available by Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC, during the term. Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC may, in its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice.

4. USE OF SERVICES AND YOUR RESPONSIBILITIES.

You may only use the Services pursuant to the terms of this Agreement. You are solely responsible for Your and Your End Users’ use of the Services and

shall abide by, and ensure compliance with, all Laws in connection with Your and each End User's use of the Services, including but not limited to Laws related to intellectual property, privacy, and export control. We control and operate the Web Site from our headquarters in the Territory of Puerto Rico. Users that choose to access our Web Site from other locations will do it from their own initiative and are responsible for complying with local laws, to the extent in which they are applicable. For all disputes arising from or related to the Site, you agree to submit to the personal and exclusive jurisdiction of the state courts located in the Commonwealth of Puerto Rico. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

5. REGISTRATION INFORMATION.

You may be required to provide information about Yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate. You may also be asked to choose a username and password. You are entirely responsible for maintaining the security of Your user's name and password and agree not to disclose such to any third party.

6. PROHIBITED USE.

You agree that You will not use, and will not permit any End User to use, the Services to: (i) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC's networks, Your accounts, or the Services; (ii) engage in activity that is illegal, fraudulent, false, or misleading, (iii) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (iv) engage in any

activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, (v) use the Services in violation of any Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC policy or in a manner that violates applicable law, including but not limited to antispam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for compliance with all such laws and regulations.

7. LIMITATIONS ON USE.

You may not offer or enable any third parties to use the Services purchased by You, display on any website, or otherwise publish the Services or any Content obtained from a Service (other than Content created by You) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.

8. RESPONSIBILITY FOR END USERS.

You are responsible for the activities of all End Users who access or use the Services through your account, and you agree to ensure that any such End User will comply with the terms of this Agreement and any Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC policies. Turnos Unique, Turnos PR and Turnos Media, LLC assumes no responsibility or liability for violations. If You become aware of any violation of this Agreement in connection with use of the Services by any person, please contact at: www.qwetrust.com

9. CHARGES AND CANCELLATION.

You agree that Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC will charge Your credit card all amounts due and owing for the Services. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. You will also be charged for Puerto Rico sales taxes (11.50%). Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC may change prices at any time. Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC will provide you with prior notice and an opportunity to terminate Your Account if Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC changes the price of a Service to which you are subscribed. You agree that in the event Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC is unable to collect the fees for the Services through Your Account, Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC in connection with such collection activity, including collection fees, court costs and attorneys' fees. You may cancel your subscription at any time. If you cancel, you will not be billed for any additional terms of service, and service will continue until the end of the current Subscription Term. If you cancel, you will not receive a refund for any service already paid for.

10. USE.

In case You purchase Services and those Services are used and enjoyed by a branch or individual in a zone that is different to Your location, You agree

to inform Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC of the Services that have been allocated and You acknowledge that we reserve the right to charge Taxes and Fees based on the use of those Services.

11. TERMINATION.

The Service Description contains information on how to terminate Your Account. If you have purchased a Service for a specific term, such termination will be effective on the last day of the then-current term. Your Order Form will provide that a Renewal Term will begin automatically unless either party provides notice of termination at least thirty (30) days prior to the commencement of the next Renewal Term. If You fail to comply with any provision of this Agreement, Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC may terminate this Agreement immediately and retain any fees previously paid by You. Upon termination of this Agreement, you will cease any further use of the Services. If at any time You are not happy with the Services, your sole remedy is to cease using the Services and follow the termination process as described in the Service Description.

12. PROPRIETARY RIGHTS.

Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names (“Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC Marks”) associated or displayed with the Services. You may not use any “hidden text” utilizing Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC Marks.

13. COPYRIGHT.

You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights belonging to Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC. We may deny access to the Services to any User who is alleged to infringe another party's copyright. Without limiting the foregoing, if You believe that Your copyright has been infringed, please notify Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC, at: 787-399-0998.

14. EXPORT RESTRICTIONS.

You acknowledge that the Services, or a portion thereof, are subject to the Export Administration Regulations, 15 C.F.R. Parts 730-774, of the United States and may be subject to other applicable country export control and trade sanctions laws ("Export Control and Sanctions Laws"). Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC will provide the U.S. export classification(s) applicable to its Services upon request. You and Your End Users may not access, use, export, re-export, divert, transfer, or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of Export Control and Sanctions Laws. You represent and warrant that: (i) You and Your End Users (a) are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) and that You and Your End Users will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories; (b) are not persons, or

owned 50% or more, individually or in the aggregate by persons, identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List or Foreign Sanctions Evaders Lists; and (c) are not persons on the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List, or U.S. Department of State proliferation-related lists; (ii) You and Your End Users located in China, Russia, or Venezuela are not Military End Users and will not put Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC's Services to a Military End Use, as defined in 15 C.F.R. 744.21; (iii) no Content created or submitted by You or Your End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control and Sanctions Laws; and (iv) You and Your End Users will not take any action that would constitute a violation of, or be penalized under, U.S. antiboycott laws administered by the U.S. Department of Commerce or the U.S. Department of the Treasury. You are solely responsible for complying with the Export Control and Sanctions Laws and monitoring them for any modifications.

15. INJUNCTIVE RELIEF.

You acknowledge that any use of the Services contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services, may cause irreparable injury to Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC, its Affiliates and under such circumstances Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC, its Affiliates, will be entitled to relief, including, but not limited to, preliminary and permanent injunctive relief.

16. DISCLAIMERS:

QWETRUST, QWETRUST UNIQUE, TURNOS UNIQUE, TURNOS PR AND TURNOS MEDIA, LLC, AND ITS AFFILIATED DOES NOT GUARANTEE THAT YOUR USE OF THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED.

WE ASSUME NO RESPONSIBILITY FOR DAMAGES THAT MAY BE SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSSES FROM DELAYS, ERRORS, SYSTEM DOWN TIME, MISCOMMUNICATIONS, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION, OR SERVICE INTERRUPTIONS CAUSED BY ITS NEGLIGENCE OR ITS AFFILIATES, OR YOUR OWN ERRORS AND/OR OMISSIONS.

WE ASSUME THAT YOU ARE COMPLAINT THAT THE INFORMATION ON THE SITE, AND ANY SOFTWARE MADE AVAILABLE ON THE SITE, ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.

17. INDEMNIFICATION.

You agree to indemnify, defend and hold harmless Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC, its affiliates, officers, directors, employees, consultants, agents, from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Services, Your violation of this Agreement or the violation by You or any other user of Your account, of any intellectual property or other right of any person or entity or applicable law.

18. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL QWETRUST, QWETRUST UNIQUE, TURNOS UNIQUE, TURNOS PR AND TURNOS MEDIA, LLC OR ITS AFFILIATES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF QWETRUST, QWETRUST UNIQUE, TURNOS UNIQUE, TURNOS PR AND TURNOS MEDIA, LLC, ITS AFFILIATES, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS.

19. PRIVACY AND OTHER POLICIES.

Use of the Services is also subject to Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC's Privacy Statement, a link to which can be found by selecting "Privacy Policy" www.qwetrust.com The Privacy Statement, and all policies noticed at: www.qwetrust.com are incorporated into this Agreement by this reference. Additionally, you

understand and agree that Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC may contact You via e-mail or otherwise with information relevant to Your use of the Services, regardless of whether You have opted out of receiving marketing communications or notices. We may disclose all of the information we collect about you as permitted by law. Of the non-public personal information we collect, we may disclose the following types of information about you to affiliated and non-affiliated third parties: ANY INFORMATION YOU SUPPLIED TO US DURING THE SUBSCRIPTION BASED PURCHASE PROCESS, INCLUDING, BUT NOT LIMITED TO YOUR NAME, TELEPHONE NUMBER, EMAIL ADDRESS, BUSINESS NAME, CLIENTS LISTS, ADMINISTRATIVE INFORMATION OF YOUR BUSINESS. You agree that, except as provided in Our Internet [Privacy Policy](#), any information, or materials that you or individuals acting on your behalf provide to us will not be considered confidential or proprietary. By providing any such information or materials, you grant US permission to use it.

20. MISCELLANEOUS

- A. Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the Government of Puerto Rico.
- B. For the avoidance of any doubt, Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC under no circumstances may be liable for any Claims, judgments, awards, costs, expenses, damages, and liabilities (including reasonable attorneys' fees) of any kind and nature that may be asserted, granted, or imposed against, directly or indirectly, arising from or in connection to any User.

21. General Provisions.

This Agreement embodies the entire understanding and agreement between the Parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the Parties respecting such subject matter. Qwetrust, Qwetrust Unique, Turnos Unique, Turnos PR and Turnos Media, LLC may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. Turnos Unique, Turnos PR and Turnos Media, LLC will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You. If You do not agree with the changes, you should discontinue using the Services. If You continue using the Services after such ten-business-day period, you will be deemed to have accepted the changes to the terms of this Agreement. In order to participate in certain Services, you may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement. This Agreement has been prepared in the English Language and such version shall be controlling in all respects.

22. WAIVER:

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE PARAGRAPH AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. YOU ARE WAIVING ANY RIGHT THAT YOU MAY HAVE TO BRING LEGAL ACTION TO ASSERT A CLAIM AGAINST US.