

Terms of Service

Effective Date: February 10, 2024

USER AGREEMENT

Welcome to the SpectrumView Laboratories (“SpectrumView”, “we”, “us” or “our”) website (“Website”). By accessing the Website, you agree to comply with this binding user agreement (“User Agreement”) between you and SpectrumView, which governs your access and use of the Website and is a legally binding agreement between you and SpectrumView. If you do not accept the terms and conditions of this User Agreement, do not use the Website. Your use of the Website indicates your full acceptance of this User Agreement in its then-current form each time you use the Website.

SpectrumView reserves the right to change the terms and conditions at any time. If we change this User Agreement, we will give you notice by posting the revised User Agreement on the Website. The changes will go into effect on the effective date shown in the revised User Agreement. If you do not agree with the changes in the User Agreement, your sole remedy is to discontinue the use of the Website. By continuing to use the Website after the new effective date, you agree to be bound by such changes.

The information that we provide is for your information only. Some information provided may not be current, or may have changed since the last time you viewed or downloaded it. All information is subject to change without notice. We do not in any way represent or warrant the accuracy or reliability of any of the information provided, and all information is provided subject to the disclaimers and limitations of liability set forth below.

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Our Services are protected by trademark, copyright, patent laws, trade secret, and various other US and foreign intellectual property ("IP") rights and unfair competition laws. SpectrumView and its affiliates own all rights, title, and interest in all IP displayed in, transmitted through, or otherwise used in connection with our Services. Nothing in SpectrumView Services, including these Terms, nor any use of our Services, shall be construed as conferring, implied or otherwise, any license, right, or title to, or interest in, any IP of SpectrumView or its affiliates, or of any third party.

ONLINE PRIVACY

SpectrumView may collect and store any personal information that you knowingly provide to us. We do not disseminate personal information of our customers to any third parties.

DISCLAIMERS

You expressly understand and agree that:

(a) Your use of the Website is at your sole risk. The Website is provided on an "as is" and "as available" basis. To the fullest extent permissible pursuant to applicable law, we expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

(b) We do not warrant or represent that (i) the Website will meet your requirements, (ii) the Website will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Website will be accurate or reliable, (iv) the quality of any services, or information, or other material obtained by you through the Website will meet your expectations, (v) the server that makes

the Website available is free of viruses or other harmful components; or (vi) any errors in any software or in the Website will be corrected.

(c) Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and you will be solely responsible for any loss or damage incurred, including, without limitation, damage to your computer system or loss of data that results from the download of any such material. You (and not us or any of our affiliated entities or any of our or their respective licensors or suppliers) assume the entire cost of all necessary servicing, repair or correction to restore your system.

(d) No advice or information, whether oral or written, obtained by you from us or through or from the Website shall create any warranty not expressly stated in this User Agreement.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

LIMITATION OF LIABILITY

You agree that we shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use of or the inability to use the Website, including but not limited to, damages for loss of profits, use, data or other intangible, even if we have been advised of the possibility of such damages.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

If you are dissatisfied with any portion of the Website or service you receive through it, or with any of portion of this User Agreement, your sole and exclusive remedy is to discontinue using the Website.

GOVERNING LAW AND JURISDICTION

These Terms and any dispute that arises between you and SpectrumView will be governed by Mexican law. Any dispute between you and SpectrumView shall be resolved exclusively in the state or federal courts located in Mexico city.

INTERNATIONAL USE

We make no representation that materials on the Website are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with local laws.

OTHER THIRD-PARTY WEBSITES

The Website may contain links to websites controlled and maintained by third parties. We do not have any control over the content of these websites, and we assume no liability or responsibility for such sites, the content contained in them, or the manner in which any information collected on such sites is used.

COMMUNICATIONS

You agree that communications and transactions between you and SpectrumView may be conducted electronically and that such communications will satisfy the requirements for legal notices. We welcome feedback from users of our Services, including suggestions for improving our Services. You have no obligation to give us feedback, but if you do, you agree that we may use the feedback without any limitations or restrictions, and without compensation.

TERMINATION

We may terminate your access, or suspend any user's access to all or part of the Website, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, a third-party provider, a service provider, or us.

MISCELLANEOUS

If any provision of this User Agreement should be held to be unenforceable or invalid for any reason, then such provision or portion thereof shall be modified or deleted in such manner as to render this User Agreement as modified legal and enforceable to the maximum extent permitted under applicable laws. This User Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SpectrumView without restriction.