



The smart way to drive your car

www.driveapp.mx

Terms of Use and Terms of Service

These terms of use establish the conditions under which you can use our application and the services offered through it. www.driveapp.mx is a site of Mobile Application Drive of Mexico, S.A. of C.V. hereinafter "Drive".

1. ACCEPTANCE

The use of our application, your registration as user of the same or the payment of the products or services offered through our application, represents your express acceptance of these terms of use and conditions of service.

2. ACCOUNT ACTIVATION

By registering as a user of our application or site, you are accepting, in terms of the provisions of paragraph 1 of these terms of use and conditions of service, the content and scope thereof. In addition to this, it will be necessary to click on the checkbox of the acceptance of the terms of use and conditions of service and the privacy notice so that your account is duly activated. Your email account is the official means of communication between you and "Drive" so when you activate your user account, you grant your express consent so that all notifications that we make through the registered email and linked to your user, have legal validity in terms of the provisions of the Commercial Code, Federal Civil Code and Federal Code of Civil Procedures.

3. PAYMENT OF PRODUCTS OR SERVICES THROUGH THE APPLICATION

Once registered as a user of our application and validated your account, it will be necessary to register a credit card in order to start making the payment of the products or services offered through the application.

The financial information that you enter through the application will not be processed or stored by "Drive". Said information will be treated and stored safely by Grupo Conekta, S.A. de C.V., who is our ally for processing payments. To learn more about the data treatment policy of Grupo Conekta, S.A. of C.V. we ask you, please, enter the site www.conekta.io.

Each product or service you pay using our application will be subject to the payment of a fee of one peso per transaction plus a commission of 10% (ten percent) of the amount paid. For example, if you pay a parking lot that costs \$ 30 (thirty pesos), the total charge that will be charged to your credit card will be:

Parking- \$ 30.00
Transaction fee- \$ 1.00
Commission- \$ 3.00
Charge to your card- \$ 34.00

4. LOYALTY PROGRAM

"Drive" has a loyalty program that rewards you with the equivalent of 10% (Ten percent) of the commissions you pay in kilometers Drive that you can use to pay for products or services through the application. For example, if you pay a parking lot whose cost is \$ 30 (thirty pesos), the commission will be \$ 3 (three pesos) and you will earn 0.30 (zero point thirty) kilometers Drive.

Drive kilometers have no monetary value and can not be exchanged for cash. The kilometers Drive can only be used by means of the application.

Drive reserves the right to modify or cancel the loyalty program at any time. In case of cancellation of the loyalty program, the accumulated kilometers will expire and Drive will not be obliged to compensate or compensate, for any reason, the holder of the kilometers.

5. LIMITATION OF LIABILITY

"Drive" serves only as a means of payment for the products or services offered through the application. "Drive" does not provide or offer other services other than payment management through your application.

Consequently, "Drive" will not be responsible for any problem that may arise between the service provider and you, nor will it be responsible for any damage or injury that may be caused by the parties.

"Drive" does not guarantee the quality, availability or certainty of the products or services offered through the application due to the fact that they are offered or provided by third parties not belonging to "Drive".

6. PRIVACY AND PERSONAL DATA

Tus datos personales están seguros con "Drive". Para mayor información sobre los datos que recabamos, la finalidad del tratamiento y el ejercicio de tus derechos ARCO, por favor consulta nuestro aviso de privacidad en www.driveapp.mx/privacidad.

Los datos personales que proporciones para la realización del pago de los productos o servicios ofrecidos a través de la aplicación son recabados y tratados por Grupo Conekta, S.A. de C.V. y su tratamiento se encuentra regulado por el aviso de privacidad de Grupo Conekta, S.A. de C.V. ubicado en el sitio <https://www.conekta.io/es/legal/privacidad>.

7. INTELLECTUAL PROPERTY

Trademarks, logos, commercial notices, application design and application code are property of "Drive". The use of any of these elements is forbidden without the prior written authorization of "Drive".

8. CHANGES TO TERMS OF USE AND CONDITIONS OF SERVICE

"Drive" reserves the right to modify these terms of use and conditions of service, at any time. In this case, we will send you an email to the account that you have indicated, through which we will let you know the changes we are making and the effective date for those changes. If you do not agree with the new terms of use and terms of service, you can cancel your account.

9. CANCELLATION OF ACCOUNT FOR MISUSE

"Drive" reserves the right to cancel any account in case it is used in contravention of these terms of use and conditions of service. The decision to cancel a user account will be made at the sole discretion of "Drive".

10. BILLING

"Drive" will issue the corresponding invoice to the proportional payment of the services that you request through our site or application whenever you provide us with your tax information and your e-mail. The difference in the invoice value must be invoiced directly by the service provider or seller of the product.

11. APPLICABLE LEGISLATION AND JURISDICTION

Your relationship with "Drive" is governed by the provisions of the federal laws of the United Mexican States. Therefore, by accepting these terms of use, you agree to submit to the jurisdiction of the Federal Courts located in Mexico City, Federal District, for the resolution of any dispute that may exist between "Drive" and you, expressly waiving any other jurisdiction that may correspond to you based on your present or future address or any other circumstance.