

Terms and conditions

General

Parties:

- a. "Mubran" is an extension of the natural person Carlos Javier Múgica García ("the provider"), and therefore, the terms and conditions shall be between "the buyer" and "the provider."
- b. "The buyer" declares to be an individual purchasing this product with legitimate resources.
- c. "The provider" declares to be a Mexican national.

Jurisdiction:

- a. As this is a Mexican product, any dispute between the parties will be resolved in accordance with the laws of the United Mexican States in Mexico City.

Tax and Pricing:

- a. The price displayed of "THE PRODUCT" does not include a 16% tax.
- b. The prices of "THE PRODUCT" are valid until December 31, 2023.

Payment Terms:

- a. The purchase of "THE PRODUCT" requires a 50% advance payment before the commencement of its creation and a remaining 50% within 3 business days after delivery.
- b. Failure to complete the final payment gives "THE PROVIDER" the right to suspend the service until payment is made. "THE PROVIDER" will have all legal rights to claim the remaining 50% for the creation of "THE PRODUCT".

Communication:

- a. The only official communication channels with "THE PROVIDER" are the email addresses javier_mugica@mubran.com and javiermugica95@gmail.com.

Additional Purchases:

- a. Any extra products purchased after "THE PRODUCT" will be governed by the same terms and conditions. **"THE PRODUCT"**

Scope and Duration:

- a. "THE PRODUCT" refers to the development of the website created by "the provider" for the specialized virtual world for the buyer's event.
- b. The duration of "THE PRODUCT" is one year from the date of purchase, with the option to renew for an additional year if allowed by "THE PROVIDER."

Data Authorization and Responsibilities:

- a. The buyer authorizes the use of personal and event data by "THE PROVIDER" for the creation of "THE PRODUCT."

- b. The buyer is responsible for obtaining authorization from third parties for the use of images, design rights, linked websites, specific fonts, specific music, audios, videos, and data of individuals within the virtual world.

Design and Delivery:

- a. "THE PRODUCT" is an imitation of reality and may not be exact in colors, size, or physical design.
- b. The buyer acknowledges that the possible name of the website is the property of "THE PROVIDER," and the chosen domain name must be confirmed as available by "THE PROVIDER."

Delivery Variations and Changes:

- a. The delivery date of the virtual world may vary up to an additional 2 weeks from the specified package I selected.
- b. Changes to the virtual world are not possible after the 3D modeling stage.

Service Suspension and Maximum Liability:

- a. In the event of Microsoft server service interruptions, the website service will be suspended for 30 business days until the system is restored.
- b. The maximum liability for "THE PROVIDER" in case of any failure or dissatisfaction with "THE PRODUCT" is the initial payment amount excluding taxes.
- c. In case of war, natural disaster, death of "THE PROVIDER" the service will be halted immediately.
- d. In case of service interruption by ThinkLink, "THE PROVIDER" has up to 30 business days to restore the website or fix any errors within "THE PRODUCT."

Intellectual Property and Usage:

- a. The music in the virtual world is royalty-free, chosen by "THE PROVIDER."
- b. The 3D world is the intellectual property of "THE PROVIDER"; "THE PRODUCT" consists of 360-degree images within the 3D world.

Additional Terms:

- a. The buyer has the right to request 360° images from "THE PROVIDER."
- b. Notice of discontinuation of the website service requires one week's advance notice.
- c. The buyer is entitled to a maximum of two correction rounds during the modeling stage.
- d. "THE PROVIDER" is authorized to use images from "THE PRODUCT" for advertising on social media.
- e. Any similarity to other virtual worlds is purely coincidental and holds no legal consequences.
- f. The navigation speed of the virtual world depends on the internet connection.
- g. "THE PRODUCT" can be viewed on tablets, mobile phones, computers, and OCULUS QUEST 2 devices.
- h. "THE PROVIDER" reserves the right to refuse to model certain complex objects.
- i. The buyer acknowledges and has read the privacy notice on "THE PRODUCT" website.

PRIVACY NOTICE

CARLOS JAVIER MÚGICA GARCÍA (the "Controller"), residing at Retorno de Cerro del Hombre No. 31, Col. Romero de Terreros, C.P. 04310, Mexico City, Mexico, is responsible for the processing of the personal data, in accordance with the Federal Law on Protection of Personal Data Held by Individuals, its Regulation, and other applicable provisions (hereinafter the "Data Law").

Personal Data Obtained:

The Controller, to fulfill the purposes established in this privacy notice, will collect the following personal data:

- Name and paternal and maternal surnames.
- Gender.
- Wedding date.
- General wedding description.
- Age.
- Example images.

The aforementioned personal data is obtained and processed for the following necessary purpose:

- i. Generation of product orders for the creation of virtual worlds by Carlos Javier Múgica García.

Means to Limit the Use or Disclosure of Your Data:

Your personal data will be safeguarded under strict administrative, physical, and technical security measures, implemented in accordance with the Data Law, to protect your data against any damage, loss, alteration, destruction, or unauthorized use, access, and processing, as well as to limit to the extent possible any risks that may arise.

Transfer of Your Personal Data:

Your personal data will not be transferred to any third party except for those cases allowed by law.

Exercise of ARCO Rights:

To exercise your rights of access, rectification, cancellation, and opposition (ARCO Rights), as well as to limit the use or disclosure of your personal data or revoke the consent you have granted, you or your legal representative must send a written request, meeting the requirements established by the Data Law, to the email address javiermugica@gmail.com to allow us to follow up and address your request within the deadlines established by the Data Law. Likewise, you must provide a copy of your identification and a brief description of the ARCO right you wish to exercise and any information you consider useful. Changes to the Privacy Notice:

This Privacy Notice may undergo modifications to comply with legal requirements or for any other reason that the Controller deems appropriate. However, you will always receive the latest version of this notice.