

VIVIENTE

TERMS AND CONDITIONS

ACCEPTANCE OF TERMS AND CONDITIONS

To purchase products from GAO TAMLEI S.A. DE C.V. or its subsidiaries (the "Provider") through the website (the "Service"), you must read the following terms and conditions ("T&C") in full and fully comply with the requirements and obligations stated herein. By accessing, visiting, browsing, using the website, and/or purchasing the products, the user agrees to be bound by these terms and conditions as well as the Provider's Privacy Notice. If you do not agree to these T&C, you should not use the website. These T&C constitute a contract governing the relationship between the user and the Provider.

DEFINITIONS

In addition to the terms defined in the preceding paragraphs or elsewhere in this document, for the purposes of these T&C, the following terms shall mean:

Consumer: The person receiving the product as the beneficiary of the service. All obligations and requirements set forth in these T&C will apply to the Consumer as if they were the User, with the understanding that the person contracting the service (User) may be different from the Consumer.

Account: The individual User's registration that identifies and distinguishes them from other contractors, which will be unique and non-transferable.

Unrecognized Delivery: When the package is received by a person other than the User or the Consumer and is not recognized by the latter.

Warranty: Refers to the replacement of the product and/or refund of the amounts paid by the User, in accordance with these T&C.

Payment Method Provider: Operator PayPal de México, S. de R.L. de C.V. (PayPal) or any other payment method service provider contracted by GAO TAMLEI for the provision of the Service.

Courier Service Provider: Federal Express Holdings México y Compañía, S.N.C de C.V. (FedEx) or any other courier service provider contracted by GAO TAMLEI for the provision of the Service.

Website: The electronic address <https://www.vivientemezcal.com>, through which the Service can be contracted.

Territory: Territory of the Mexican Republic, in the geographical areas covered by the Courier Service Provider.

User: A legal adult individual with legal capacity to contract according to the laws of the United Mexican States ("Mexico"), who meets the hiring requirements, logs into the website, and obtains their individual User account.

The terms referred to in this section will have the same meaning whether used in the singular or plural.



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MODIFICATION OF TERMS AND CONDITIONS

GAO TAMLEI reserves the right to occasionally change these T&C according to the needs of the Service, with or without notice. The consumer will be eligible for the promotion as long as they show evidence of our promotions in official brand campaigns and it is enabled on the website. The most recent version of these T&C will be available on the website, replacing previous versions. The use of the website, after such modifications to these T&C, means acceptance of these changes.

PRIVACY

For the provision of the Service, the User must provide the Provider with personal data, and by using the website, the User accepts the Privacy Notice in all its terms. [Link to Privacy Notice: <https://vivientemezcal.com/>]

USE OF THE WEBSITE

In addition to what is established in these T&C, the User agrees to: (a) use the website as authorized, only for personal and non-commercial use; (b) not copy or distribute any part of the website without the prior written authorization of the Provider; (c) not alter or modify any part of the website; and (d) not share the website or its content with minors.

The Provider may provide links to websites owned or operated by third parties, and this does not imply, under any circumstances, that the Provider endorses the content, products, or services available on such websites. The Provider is not responsible for the content or security of linked websites. The User's link or connection to any other website is their sole responsibility.

REQUIREMENTS FOR USERS AND CONSUMERS

The general public may contract the Service when they meet all of the following requirements:

Be of legal age (+18 years) and have the capacity to contract according to the laws of Mexico.

Have a valid official identification that proves their date of birth (voter ID, passport, military service card, professional license, etc., issued by an official Mexican government institution). For foreigners residing in Mexico, have a passport or immigration form proving their legal stay in Mexico. For foreigners residing outside Mexico, have a passport or official identification from their country of residence proving their legal age.

Have a valid payment method, which may be: (i) cash deposit through the Oxxo commercial chain, (ii) bank transfer, processed by the same service described in the previous item (i), or (iii) Visa, Mastercard, or American Express credit or debit card, processed by the Payment Method Providers.

Accept the terms and conditions of the relevant Payment Method Provider, according to the option chosen by the User.

Read and accept these T&C in full. These T&C will be deemed accepted by anyone who accesses the website and obtains an account or fills out the corresponding form or is a beneficiary of the Service, whether a User or Consumer.



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SERVICE (HOME DELIVERY)

The Service consists of the sale of alcoholic beverages and consumer products marketed by GAO TAMLEI (the "Products") and their home delivery through the Courier Service Provider. The Service will be provided exclusively within the National Territory (Mexico). Service hours are established by locality according to the terms and conditions of the Courier Service Provider and may change without prior notice.

The catalog of Products, promotions, prices, and expiration dates may vary without prior notice if decided by the Provider for any reason, due to circumstances and according to the locality.

PROCESSING OF PAYMENTS

For the provision of the Service, the Provider relies on Payment Method Providers to facilitate the collection of Product payments. Payment Method Providers will be responsible for the personal financial information requested from the User. Therefore, through these T&C, Users and Consumers release the Provider from all responsibility related to payment processing. By providing credit or debit card information on the website, the Payment Method Provider obtains the User's consent for the processing of the personal data requested, in accordance with the Privacy Notice. The Provider receives payments collected through this third party without direct access to their financial information.

CAUSES FOR DENYING SERVICE

The Provider may at any time deny the Service or cancel ongoing orders without responsibility to the Provider when:

The participation of any minor is detected as a User of the Service or Consumer of the Products.

The User provides any false information or information that cannot be verified.

The User or Consumer refuses or omits the delivery of documents requested by the Provider, such as the official identification document.

The delivery area is categorized as a high-risk zone by the Courier Service Provider or is outside its coverage area.

The User or the Consumer misuses the website or the Product during the provision of the Service to the User.

INTELLECTUAL PROPERTY

The User accepts and acknowledges that all content on the website, including but not limited to texts, trademarks, commercial notices, names, photographs, designs, logos, images, sounds, videos, animations, recordings, computer programs, as well as other distinctive signs and, in general, any intellectual creation available on the website, is duly registered and protected by the Intellectual and Industrial Property laws applicable to the effect. In light of the foregoing, the User and any person accessing the website are prohibited from using it without obtaining the corresponding license or authorization as per the relevant legislation.



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MISCELLANEOUS

It will be understood that any person who, directly or indirectly, requests or receives the Service, has known, understood, and fully accepted to be subject to and governed by these Terms & Conditions, expressly waiving their right to deduce, promote, claim, or exercise any action against the Provider related to cases where their liability is limited or excluded under these Terms & Conditions, up to the maximum allowed by law. The Service is subject to changes caused by federal or local laws, as well as acts of administrative or judicial authorities, without prior notice to Users or the general public. The User acknowledges and accepts that any content generated by them on the website or in relation to the Products that is obscene, defamatory, contrary to applicable legal provisions, constitutes criminal or offensive conduct, or promotes the improper and excessive consumption of alcohol, gives the Provider the right to cancel their account and any service that has not been delivered at the time of the mentioned act or occurrence in this section.

WARRANTY AND REFUND POLICY

The User has a maximum period of 2 (two) natural days, starting from the receipt of the Products, to send the evidence of the described dissatisfaction below and validate the product warranty:

Photographs of the received pieces.

Photograph of the damaged packaging.

Photograph of the tracking guide.

These pieces of evidence should be sent to the email contact@vivientemezcal.com. Once the email with all the mentioned information is received, the provider will analyze the dissatisfaction within a maximum period of 15 (fifteen) business days and will notify the User of the resolution of the particular case and, in any case, whether the refund or warranty is applicable. In cases of Unrecognized Delivery, the Provider will conduct an investigation directly with the Courier Provider and will resolve in accordance with the terms and conditions of the courier service. If the resolution is favorable to the User, the Provider will resend the same claimed Products at no additional cost to the User or, if the Product is no longer in stock, the User may demand a refund of the Service value or the replacement of the Product with any other of the same or lower price, in which case the difference will be refunded to the User. Throughout this process, the Provider may request more information from the User, in which case response times could be extended until the Provider has all the necessary information.

RETURNS

In case the customer is absent, and the package cannot be delivered to the address after two visits by the Courier Provider, it will be returned to the warehouse. The return cost will be charged directly to the User and deducted when refunding the money. The customer can request the re-shipment of the Product, and the amount paid will be refunded in the form of a coupon so that they can place a new order. The cost of the re-shipment will be deducted from this amount.



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DISCLAIMER

Each User is solely and absolutely responsible for all activities that occur through their Account. The Provider has no control over the use of a User's Account, and the User expressly waives any claim arising from the unauthorized or misuse of the same. The Provider does not provide any warranty, nor assumes any responsibility for any direct or indirect damage and/or loss related to the accuracy and completeness of the content on the website or any site linked to the Provider's site. Therefore, the Provider is not responsible for (a) errors or inaccuracies in the content of the website, (b) personal injuries or damages to property of any kind resulting from access or use of the website, (c) unauthorized access to the Provider's servers and information of any kind stored on them, (d) temporary or permanent interruption or disablement of the website, (e) errors in the software used, viruses, malware, or similar, introduced into the website by any third party; and (f) errors or omissions in the content or any loss or damage of any kind resulting from the use of any content published, emailed, transmitted, or otherwise made available to the User through the website. The User also accepts that the Provider is not responsible for any direct or indirect damage arising from or in connection with (i) the performance or navigation on the website; or (ii) its links to other websites, even if the User has been informed of the possibility of such damages. The User accepts that the Provider is not responsible for damages and/or losses resulting from the interruption, suspension, or termination of Services when applicable under these Terms & Conditions or current applicable law. The User acknowledges and accepts that, given the characteristics of the flow of information on the Internet, it is materially impossible for the Provider to control and guarantee the absence of viruses or other similar elements that may cause alterations to their computer system or electronic documents stored on their computer system.

LIMITATION OF LIABILITY

By accepting these Terms & Conditions, the User agrees that in no case will the total liability of the Provider to the User, if determined by a competent judicial or administrative authority, for any kind of damage or loss, exceed the amounts actually paid or payable by the User to the Provider corresponding to the Service from which the claim arises.

APPLICABLE JURISDICTION

Any dispute arising from the Service or against the Provider for the provision of the Service will be governed by these Terms & Conditions and by the laws in force in Mexico, subject to the jurisdiction and competence of the Courts of Mexico City, waiving the jurisdiction of the courts that might correspond to the parties, by virtue of their present or future domicile.

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contact@viventemezcal.com

