

## **The Earthling Project**

### **Terms & Conditions**

These Terms and Conditions will govern the relationship between the User who is the natural person who will use the services of the digital application called "The Earthling Project" or "Earthling" for this purposes, therefore when downloading the application, the User is accepting in each and every one of its parts the conditions contained herein, the present terms and conditions being mandatory. In the event that the User does not agree or does not accept the Terms and Conditions, he must refrain from downloading the App, or if he had downloaded it, he will have the obligation to suspend its use immediately and proceed to its uninstall.

Earthling is a multiplatform computing program (software) developed in swift language available for IOS OS for apple devices, Java language for Android OS and MERN stack for web browsers, through which the User can record audios of his property and authorship, with the purpose of collecting a compendium of human voices from the inhabitants of planet earth, so that the material support of said compendium is sent and deposited on the surface of the terrestrial moon. Additionally, the User, through the application, may reproduce the voices recorded by other users, in order that all users can comment and vote on said recordings.

Earthling is a digital application owned by the co-authors Miguel Ángel Gómez Rubio and Ulises Rodríguez Garduño (jointly the "Co-authors") and other owners of economic rights (the "Owners"), which is operated by the Co-authors, the Owners and by Felipe Pérez Santiago.

#### **Glossary of concepts.**

For a clear understanding and interpretation of these Terms and Conditions, the following terms and concepts will have the following meaning:

"Application (App)" means the computer program or software, in an application version for devices called Earthling.

"Privacy Notice" means the one in which it is specified about the collection and use of personal data provided by the User and that are collected by Earthling, through the digital application, in order to use the services.

"Content" means each of the recordings that the User can make in the Application, as well as the options for playing and voting on the recordings of other Users, offered by the App.

"Contract" means these Terms and Conditions.

"Earthling" means the Owners of the computer program or software, and any other natural person or affiliate and/or subsidiary company, owner of the digital application, or any third party that offers services through or in conjunction with it.

"Platform" means the material support of the computer program, hardware and/or software, used by the Application, in and for, its execution.

"User Profile" means the User name, email and password that the natural person of legal age will use to access the Platform and make use of it.

"Third parties" means any natural or legal person, public or private, other than Earthling and the User, who has a direct or indirect relationship with Earthling.

"User" means the natural person, of legal age, who has full and sufficient capacity to enjoy and exercise, and who uses the Platform in accordance with what is established herein.

### **Ownership of rights.**

Earthling is a digital application owned by the Owners, which is operated by the Owners and by Felipe Pérez Santiago.

Once the User downloads the App and agrees with this Agreement, the Owners will grant them a free, limited, non-exclusive, non-transferable and revocable license.

The App is available for the personal use of the User, notwithstanding the foregoing, the User accepts and expresses its agreement that the Owners reserve the right to collect the amount or rate determined by the use of the App in any moment that determines it, which will be previously made known to the User in order to know said costs and to agree to cover them or else, uninstall the application.

### **Purpose of the Application.**

Earthling aims to collect recordings of original voices worldwide, whose interpretation and authorship belong to the Users, or are in the public domain, that represent the culture and traditions of planet earth. It is part of the objective of Earthling, the compilation of the results derived from the use of the App by each User, to create a report of compilation of sounds and musical works (the "Catalog"), which may be reproduced by other Users within the App, and subject to voting by the Users themselves; Likewise, the Catalog may be shared exclusively by the Owners with third parties.

### **Modifications.**

The User acknowledges that the Owners, may at any time modify the terms and conditions established in this Contract, as well as the characteristics that make up the App, may impose limits on certain characteristics and services or restrict their access to parts or all services without prior notice or liability. Consequently, we recommend that you carefully review the Terms and Conditions each time you wish to use the application, as these terms are binding on the User and on the activities carried out through the App. The only use of the App will be understood as tacit consent regarding the modifications that make up the terms and conditions of this Contract, therefore, it is the responsibility of the latter to review and become familiar with said modifications.

### **The User.**

Any person of legal age (understood to be of legal age, according to the applicable legislation in the territory in which they reside), with legal capacity to enjoy and exercise, may be a User, sufficient to use the App and be bound in accordance with the terms and conditions of this Contract. The use of the App by minors who do not have the legal permission and supervision of their parents or guardians is prohibited.

The User declares under protest of telling the truth, that the data and information provided to make use of the App, are true, real and legally verifiable, however, Earthling reserves the right to verify by itself or by third parties, at any time User data. In the event that the information provided is false or inaccurate, Earthling may deny the User the use of the App and will immediately delete the User Profile, the User being aware from this moment on for this purpose, and granting their consent for the verification of your personal information. Therefore, the User will be responsible to Earthling for the damages that said information may cause to Earthling or its clients, employees, partners, suppliers or any person related to Earthling, reserving the right to take the necessary legal actions to safeguard your interests.

It is forbidden for the User to use any software or method to enter, delete or violate the security of the App, to access the source code, algorithms or Earthling servers.

The User declares and guarantees the following:

1) That he is a natural person and of legal age, with the capacity to enjoy and exercise to be bound in terms of this Contract, and that in the event that the person who will use the digital Application or its Platform, is a minor, he has the permission of their parents or guardians for their use, it will be understood that their parents or guardians have read these terms and conditions in their entirety, and that they accept this Agreement in all its parts; They will also be responsible for registering the User Profile, and all the information provided for such process.

2) That all the registration information you send is accurate and truthful and therefore, will maintain the accuracy of said information.

3) If a minor child (understanding the minority according to the legislation of the territory where the person who will use the App resides), were to use the Application or its Platform, the User will be the father or legal guardian of that child and will have their approval and supervision at all times, guaranteeing legal permission to use and access the services provided by Earthling, including assuming full responsibility for the license of use and access of the minor.

4) That it is your responsibility to protect your password and User Profile, forcing yourself not to provide it or allow third parties to use your profile to carry out any type of acts on your behalf, since the use of the App will be strictly personal .

5) That the Content is 100% owned by the User, that the interpretation and creation and authorship of the voices that the User uses in the recordings of the Application are his, and that for no reason has he used, modified, plagiarized, reproduced sounds or voices that do not belong to you.

6) That the User for no reason will interpret, or record, sounds or voices with respect to which he does not have intellectual property rights, and that in case of doing so, either maliciously or through ignorance, he will remove Earthling in peace and safety , its Owners, partners, employees, suppliers, service providers, and any person related to Earthling (the "Earthling Partners"), from any third party claim and will be responsible for the payment of expenses and costs that Earthling or the Earthling Partners They could incur in their defense against any claim from third parties of this nature.

#### **Minors.**

Earthling, collects from all its users personal information such as name, gender, age, among others, even about minors in the App, only when the User of legal age (parent or legal guardian of the minor), provides said information in the process of registry. Such information may be shared with third parties and internally, to achieve the purpose of the App as described in the Privacy Policy below.

The information generated by the User with the use of the App, such as the recording of their interpretations, voting scores, advancement of the voting level, results, etc., will be shared in the Application, in the User Profile and with the necessary third parties, in order to achieve the objective of the App.

In the event that Earthling becomes aware that personal information has been collected from a minor, without the consent of the parents or legal guardian, it will delete that information as quickly as possible and proceed to the immediate deletion of the User Profile. If any parent or legal guardian is aware of or believes that their child or a minor may have provided Earthling with personal information beyond what was requested when registering on the Platform, the parent or legal guardian will have the obligation to notify Earthling, of such that such information can be withdrawn.

Likewise, any User or third party who has knowledge or suspects that the Content that Users have made available to Earthling through the Platform does not belong to him or does not have sufficient intellectual property rights to use it, will have the obligation to notify Earthling, so that such Content may be removed.

Any User, parent or legal guardian, may contact Earthling to notify any of the above cases, at the electronic address: [contact@earthlingproject.com](mailto:contact@earthlingproject.com).

### **How the App works.**

In order to be able to use the services offered by the App, once downloaded to the device available and compatible with it, the User must exhaust the registration process, for this it will be necessary to enter the information that is required in the corresponding section and accept these Terms and Conditions; With this information, Earthling will create a User Profile, and in order to access it, it will ask the User to choose a unique password. The User will be solely responsible for ensuring and maintaining the confidentiality and security of the password that he uses for his User Profile of the App. The User agrees not to reveal his personal password to third parties and will be solely responsible for any use or action derived from the use of said password or the User Profile itself. Likewise, the User agrees to immediately notify Earthling, in the event that their personal password has been lost, shared or stolen.

The User acknowledges that Earthling will at all times have the right to deny, restrict, suspend, cancel or condition the access or use of the App, totally or partially, temporarily or permanently at its sole discretion.

### **Requirements for use.**

The User must have a Smart mobile device (Smartphone), with an Android or iOS operating system, or a computer with a compatible operating system, with secure and reliable internet access that allows the efficient download of the App.

The Owners for no reason will be responsible for the security of the equipment used by the User to access the App, nor for the availability of the service on the devices on which it is downloaded. Likewise, the User acknowledges that the Owners are not responsible if they use the App outside of an area with an internet connection (Wi-Fi), and that as a result the mobile service provider applies charges for the data consumed. during the connection when accessing the App, as well as third party charges. By virtue of the foregoing, it will be your responsibility to cover the charges that in your case are generated by this or other concepts. The Owners will not be responsible for the damages or effects that the user may suffer during the use of the App due to computer viruses (malware).

### **Permitted uses and obligations.**

The User and any person who downloads the App, will be the only one who may have access to the Content according to the functionalities allowed, as well as the authorized uses in these Terms and Conditions. By virtue of the foregoing, the user undertakes not to use, market, reveal to third parties, distribute, give away, the App or any information contained or that due to the use of it, for purposes other than those established, nor may exploit by himself or by an interposed person, either directly or indirectly, the same. Likewise, the user undertakes to use the Content of the App in such a way that it does not violate the rules of use and coexistence on the internet, the Laws of the United Mexican States and the legislation in force in the place where the User is. at the time of using them, good customs, the dignity of the person and the rights of third parties.

### **Application update.**

The user acknowledges that Earthling may, at any time, request the update of the version of the App or make changes to its platform, the foregoing in order to ensure that the Application works efficiently.

### **Links.**

For quality purposes in the service of the App, the Owners may allow one or more links to other websites or computer programs. The internet pages or computer programs that can be accessed through the Platform are not under the control of the Owners and therefore, they are not responsible for the content of any internet web page or linked computer programs. to the App, or for any damage arising from the connection with the use of said links.

### **Intellectual property.**

The intellectual property rights regarding all the content of the App, the distinctive signs, works, image, its source code, as well as the rights of use and exploitation of the same, including their disclosure, publication, reproduction, distribution and transformation, are the exclusive property of Earthling, the Earthling Owners and Partners; By virtue of this, the User acknowledges that they may NOT disclose, publish, reproduce, distribute, transform or dispose in any way, the information, content, works, domain, etc., property of the App, or of any material that is the result of the intellectual property of the Application, the Platform, Earthling, the Owners and / or the Earthling Partners.

All names, logos and trademarks of the Platform, the Application and Earthling, are the property of the Owners and the Earthling Partners, as applicable, and none of these elements may be used for any purpose without an authorization, express and in writing. of the owner of such intellectual property rights. The unauthorized use of said elements will be sanctioned in accordance with the applicable legislation. All the material contained in the Platform and the App, including but not limited to: designs, drawings, computer programs (source code and object code), databases, graphic, audiovisual, photographic material, texts, inventions, models, patents , among other Intellectual Property rights are the sole and exclusive property of Earthling, the Owners and Partners of Earthling, and are protected by the Federal Copyright Law, the Federal Law for the Protection of Industrial Property, as well as by the Applicable laws on intellectual property of other countries and International Treaties on the matter to which Mexico is a party.

### **Brand use authorization.**

The User may only make use of the trademark "The Earthling Project" or its logo, with the prior written authorization of Earthling, the Owners and Partners of Earthling, as appropriate.

The license of use granted to the User is not applicable to the use of the brand or its logo, nor as a transfer of rights in favor of the User.

The App, its free and additional content, any information published in it, as well as any subdomain that the User can access and that is part of Earthling, including without limitation texts, videos, audio, data and other information are the property of Earthling, the Owners and the Partners of Earthling, and are protected by the Federal Law of Copyright, the Federal Law of Protection of Industrial Property, as well as any other legislation on intellectual property and International Treaty that is applicable.

### **Liability release.**

The user does not reserve any action or right of any kind or nature to claim from Earthling or whose rights it represents, business partners and suppliers, which could derive directly or indirectly from any risk or damage to their property or person, honor or reputation. that may suffer derived from the use of the Platform.

**Applicable laws.**

For the interpretation and fulfillment of these Terms and Conditions, as well as any legal contingency that arises in relation to them, the User expressly submits to the competent courts of Mexico City, Mexico, as well as the laws applicable in said jurisdiction, renouncing any jurisdiction that may correspond to you due to your domicile, regardless of your country of residence.

**Notice of Privacy.**

The Owners, with address at Cerrada Aniceto Ortega 110, Colonia Del Valle, CP 03100, Benito Juárez, Ciudad de México, México, will collect, process and use their personal data obtained only for the provision of services and use of the App.

The User grants his consent to provide all personal data for the correct use of the App, for which the Owners agree not to disclose them to third parties other than those who are part of, have an interest in or assist with the operation of the App.

For more information about the treatment and the rights that it can assert, the User can access the comprehensive privacy notice through the App, digital tools and offices of the Owners.

**Confidential information.**

It will be confidential information, any information disclosed by Earthling and / or the Earthling Partners and / or its affiliates, subsidiaries and / or clients of the latter to the User, in any form and means, without limitation, but not limited to, verbally, electronic, visual, written or in any other tangible form, including without limitation, ideas, formulas, databases, standards, studies, brochures, publications, manuals, systems, procedures, reports, technical reports, minutes, know how ( know how), industrial secrets, patents, copyrights, software, licenses, data, inventions, algorithms, techniques, processes, plans and marketing projects, advertising, strategies, forecasts, confidential information of third parties, customer lists, contacts , suppliers, business plans, market analysis, market knowledge or any other technical, economic, business or any other information that is owned by it, its affiliates, subsidiaries and / or clients, as well as all information related to or related to operations, business development, product development, new project development, finance, marketing, advertising, designs, commercial promotions, logistics, promotional exchange operations or all information whose disclosure and exposure, whatever its form, in any way harms Earthling, the Owners, the Earthling Partners, their affiliates, subsidiaries and / or their clients.

The User undertakes not to seize, use or exploit, by himself or by third parties, directly or indirectly, for his own benefit or that of third parties and not to disclose or reveal to third parties the confidential information of Earthling, the Earthling Partners or their clients, to which you have had, have or will have access in the future. Likewise, the User undertakes to take all reasonable measures to avoid any prohibited dissemination and / or improper use of confidential information.

The User expressly recognizes that the confidential information that Earthling has provided or that it provides in the future, may also constitute an industrial secret, in the terms of article 82 of the Federal Law for the Protection of Industrial Property, for which it is obliged to not to disclose or disseminate said Industrial Secret, by any form or means and to be governed by the Third Title of the Federal Law for the Protection of Industrial Property. The foregoing, without prejudice to the civil and / or criminal penalties that apply for violation of intellectual property rights, including the crime of revealing secrets, contemplated in articles 210, 211, 211 bis and other related items of the Federal Criminal Code, Likewise, the User acknowledges that the confidential information provided by Earthling is and will remain the property of the latter, for which the User does not acquire any type of right, license, property or interest regarding it, to copy, sell, use or dispose of

it in any way, expressly and exclusively limiting itself to using it for the purposes indicated by Earthling.

#### **Breach.**

In the event of breach of any of the obligations of these terms and conditions by the User, as well as the applicable legislation, Earthling may suspend access to the App or permanently delete the User Profile, it also reserves the right of admission and use of the App.

The User agrees to remove Earthling in peace and safety, for any claim, complaint, lawsuit, complaint or procedure of any kind derived from its breach, having to compensate all the expenses incurred for its defense, including, but not limited to, the fees of attorneys, as well as any compensation paid by Earthling.

#### **Non-existence of employment relationship.**

For all legal purposes, Earthling and the User are independent parties. Therefore, the User expressly accepts that there is no employment relationship of any kind between them.

Nothing included in the terms and conditions of this Contract for any reason shall be construed as that there is a relationship of principal and agent, principal and commission agent, employer / substitute employer and employee, partner and associate, between the User and Earthling. Neither party will be empowered to represent and bind the other in any way, and each party will be solely responsible for its own acts.

#### **Limits of liability.**

Earthling will not be responsible for damages of any kind, including without limitation special or consequential damages, derived from access or inability to access or use the Platform and / or the App. Earthling has no obligation to update the App, add content or add more information, so it will not be responsible for the lack of update.

Earthling will not be responsible for the use of links to websites or computer programs, which the User can access through links contained in the App.

Earthling does not establish any guarantee on the accuracy, reliability or integrity of the object and purpose of the App. Within the limits established by law, Earthling disclaims all guarantees, express or implicit, including without limitation the implicit guarantees regarding merchantability and fitness. For a specific purpose, Earthling also does not guarantee that the platform for executing the App, the App, or the server that makes it available is free from "computer viruses or mobile devices" so the use is made by Users under their own responsibility and risk.

#### **Jurisdiction and applicable law.**

The App will be available on different platforms for execution and download, however it will be controlled and operated by the Owners from Mexico City, Mexico, and does not guarantee, explicitly or implicitly, that the information and the material contained in it, including without limitation information and other materials are available in other locations. Additionally, some software of the execution platform or the App may be subject to export regulations imposed by the Government of Mexico, so it cannot be downloaded and / or copied, or exported or re-exported, within ( or to a citizen or resident of) a country that is under embargo by the Mexican government or in which the importation or download of said computer program or software is restricted (hereinafter "Restricted Country").

Mexican laws will govern these Terms and Conditions, therefore, the User expressly agrees to waive any jurisdiction that may correspond to him by reason of his domicile, present or future, expressly submitting to the jurisdiction and competence of the courts of Mexico City, regarding all matters related to these Terms and Conditions.

This agreement is concluded electronically, in accordance with the electronic contracting rules indicated in the Commercial Code, which will be binding on both parties.

**Translation.**

This agreement has been elaborated in English and Spanish. In case of conflicts in its translation or interpretation, the Spanish version will control.

**Contact information.**

If there is any doubt or comment, please send an email to the following email address: [contact@earthlingproject.com](mailto:contact@earthlingproject.com).