

## TERMS AND CONDITIONS OF USE OF "THE CITY".

This application has been designed and managed by the Digital Agency for Public Innovation of Mexico City. Likewise, the modules that integrate the application have been designed to integrate useful information that can be consulted from a mobile device. This includes information related to mobility, connectivity, environment, citizen participation, climate and security of Mexico City. Likewise, users of "THE CITY" are able to issue reports and complaints through the Unified Citizen Attention System module and request services related to security and mobility.

Any person wishing to make use of the services offered by this mobile application may do so subject to these "Terms and Conditions of Use" as well as to the policies and principles described in this document.

### OBJECT

This document describes the general terms and conditions of use of the mobile application, hereinafter "THE CITY", which is an application for mobile devices that integrates into a single application access to the various modules by which it is integrated; through which, various Public Entities make available procedures and services to citizens.

### ACCEPTANCE OF THE TERMS

The entry and use of the application "THE CITY" implies that you have read, understood and accepted these "Terms and Conditions of Use".

And this application will require the express authorization of users to access functions such as Calendar, Camera, Phone, SMS, and GPS to provide care and monitoring of the procedures and services requested within any of the modules of the application.

### RESPONSIBILITY FOR THE USE OF THE APPLICATION "THE CITY".

You assume responsibility for all the actions that you execute, in the use of and consultation with "THE CITY", and it is considered that you do so voluntarily. You will not use, or allow other users to use this mobile application or any service provided through it, contrary to the provisions of these "Terms and Conditions of Use" and the laws applicable to the services offered by the application "THE CITY". It is your responsibility that all acts performed in this mobile application, through your "Username" and "Password"; also, you are responsible for the care and custody of the same, so that this mobile application is only used for the purposes for which it was designed, and that any misuse that is made on your behalf, will be presumed to have been made by you.

As with any technological development, "THE CITY" is fallible and will be in a permanent process of improvement; therefore, there is a possibility, although remote, that technical failures may occur during its use; therefore, the Government of Mexico

City does not guarantee that the mobile application is free of errors; for this reason, you release the Government of Mexico City from all liability corresponding to any damages arising from the circumstances set forth in this paragraph.

The Government of Mexico City will not assume any responsibility for the inconveniences that you may experience with the computer equipment and accessories -hardware and software- used to connect to this mobile application; likewise, it will not assume any responsibility for procedures that have been left unfinished, for reasons beyond the functions of "The Agency".

In no case shall the Government of Mexico City be liable for the consequences of improper or fraudulent use of "THE CITY", whatever the cause of the eventual damage.

#### CHANGES AND UPDATES TO THE SERVICE

The Government of Mexico City through "The Agency", has the full right to make changes to the content offered, whether temporary or permanent, at any time; therefore, it is not possible to guarantee the availability or continuity of the operation of "THE CITY" at all times or during the time of updating. The Government of Mexico City assumes no responsibility for any failure that may occur with the use of this application, whether due to changes and updates, or due to any other cause.

The Government of Mexico City reserves the right to modify, restrict, or delete all or any of the attributes of the modules of "THE CITY" temporarily or permanently, without being subject to any requirement, or the right to claim damages from you.

#### PRIVACY POLICIES AND PROTECTION OF PERSONAL DATA

The processing of your personal data is limited to the fulfillment of the purpose established in the privacy notice of the application and will be carried out in accordance with the provisions of the Law for the Protection of Personal Data Held by Obligated Parties of Mexico City, and the General Guidelines for the Protection of Personal Data Held by Obligated Parties of Mexico City.

#### VI. INTELLECTUAL PROPERTY POLICY

"THE CITY" is a work protected by Mexican and international laws and treaties on intellectual property.

The use of "THE CITY", does not make you the owner of any of the intellectual property rights of the same, nor of the content or information that you access. It is forbidden to use the name, brand, or logo of the same, as well as that of the Government of Mexico City. Likewise, you may not remove, hide, or alter the legal notices displayed therein. Notwithstanding the foregoing, you may print, copy, or store them, as long as it is for strictly personal use.

#### DISPUTES AND APPLICABLE JURISDICTION.

"THE AGENCY" reserves the right to file civil or criminal actions when it notices the improper use of the information contained in "THE CITY", or for breach of these "TERMS AND CONDITIONS OF USE".

The relationship between "THE AGENCY" and the "USER" shall be governed by the laws in force in Mexico City, and applicable federal law. In the event of any legal controversy, the parties shall submit to the jurisdiction of the courts of Mexico City, according to the corresponding matter.

#### ACCEPTANCE OF THESE TERMS.

The entry and use of "THE CITY" implies that you have read and accepted these "TERMS AND CONDITIONS OF USE".