

Terms and Conditions of Use

1. USE AND RESTRICTIONS

The use of the portal expresses the user's full and unreserved adherence with these Terms and Conditions of Use and Privacy. Through the portal, the user will access, check and/or use different services and products (hereinafter, "Services and Products") made available by members of "AXTEL, S.A.B. de C.V." and/or its subsidiaries and affiliates (hereinafter, "AXTEL") and/or by third party suppliers of Services and Products. "AXTEL" shall have the right to deny, restrict or condition access to the portal, fully or in part, at its sole discretion, as well as to modify the Services and Products of the portal at any time and without prior notice. The user acknowledges that the Services and Products are not available in all geographical regions and that some Services and Products may only be used upon contracting them. "AXTEL" does not guarantee the availability and continuity of the operation of the portal and the Services and Products, nor the usability of the portal or the Services and Products in relation to any specific activity. "AXTEL" shall not be liable for any damage or loss of any nature that may be caused due to the lack of availability or continuity of operation of the portal and/or the Services and Products.

2. INTELLECTUAL PROPERTY

The intellectual property rights regarding the Services and Products and the distinctive signs and domains of the portal, as well as the rights of use and exploitation thereof, including their disclosure, publication, reproduction, distribution and transformation, are the exclusive property of "AXTEL". The user does not acquire any intellectual property right through the use of the Services and Products of the portal, and at no time shall such use be considered as authorization or license to use the Services and Products for purposes other than those provided for in these Terms and Conditions of Use and Privacy.

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3. THIRD PARTY INTELLECTUAL PROPERTY

The user agrees that the provisions set forth in item 2 above regarding the ownership of the rights of "AXTEL" are also applicable to the rights of third parties regarding the Services and Products of the pages linked to the portal.

4. PERMITTED USES

The utilization of the Services and Products of the portal is the sole responsibility of the user who, in any case, must use them according to the functionalities allowed in the portal itself and the uses authorized in these Terms and Conditions of Use and Privacy. Therefore, the user agrees to utilize them in a way that does not violate the rules of use and etiquette on the Internet, the laws of the United Mexican States, the current legislation in the country where the user is, good practices, the dignity of the person and the rights of others. The portal is for personal use, so the user may not market or resell the Services and Products in any way.

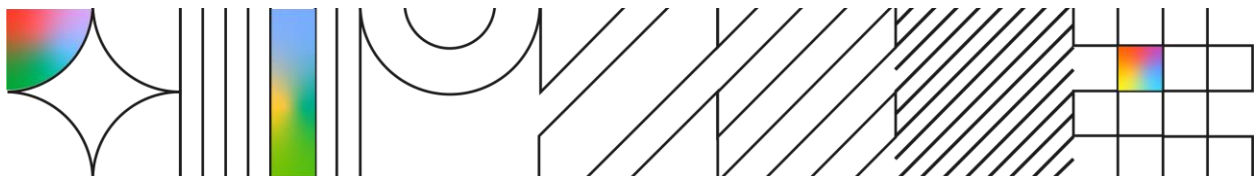
5. PROHIBITIONS

The user does not have the right to place hyperlinks to and from the portal, nor the right to place or use the Services and Products of the portal in theirs or third-party sites or pages without prior written authorization from "AXTEL". Likewise, the user shall not have the right to limit or prevent any other user from using the portal.

6. QUALITY OF SERVICES AND PRODUCTS

Neither "AXTEL", nor its suppliers or trading partners, will be responsible for any damage or harm sustained by the user as a consequence of inaccuracies, typographical errors and changes or improvements made periodically to the Services and Products. The recommendations and advice obtained through the portal are of a general nature, so they should not be taken into account in

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the adoption of personal decisions. The suitable professional who can advise the user according to their specific needs should be consulted.

7. LINKED THIRD-PARTY GOODS AND SERVICES

Regarding the Services and Content offered and/or provided by third parties within or through links to the Portal (such as links, banners and buttons), "AXTEL" is exclusively limited, for the convenience of the user, to: (i) inform the user about the aforementioned, and (ii) to provide a means to put the user in contact with suppliers or vendors. The products and/or services that are sold on the Portal and/or in the linked third party sites are provided by independent sellers to "AXTEL", therefore "AXTEL" is not and shall not be considered to be supplier of the goods and/or services offered in such pages and/or sites, nor shall it be responsible in any case for the sale, consumption, distribution, delivery, availability or provision of goods and/or services offered by third parties in the same pages and/or sites that are within the Portal or that can be accessed through links, banners and buttons. Therefore, the fact that information is offered in the Portal or in other linked third-party sites, does not imply the recommendation, guarantee, sponsorship or approval by "AXTEL" and its subsidiaries, regarding such information, goods and/or services.

There is no type of labor relationship, association or partnership between "AXTEL" and such third parties. All advice, counsel, statements, information and content of the pages of third parties linked or within the portal, represent the views and opinions of such third party. Consequently, "AXTEL" will not be responsible for any damage or harm sustained by the user as a consequence thereof, including, but not limited to, damages caused by the loss of data or programs.

8. CONFIDENTIALITY

"AXTEL" is obliged to keep the information received by the user confidential, pursuant to the applicable legal provisions in the United Mexican States. Likewise, "AXTEL" will safely and reliably keep any other information provided by the user, either when registering to the portal or



at any later time, including the information provided by the user through bulletins, boards or online chats, as well as the information obtained by "AXTEL" through the Cookies described in number 11.

9. PRIVACY AND PERSONAL DATA

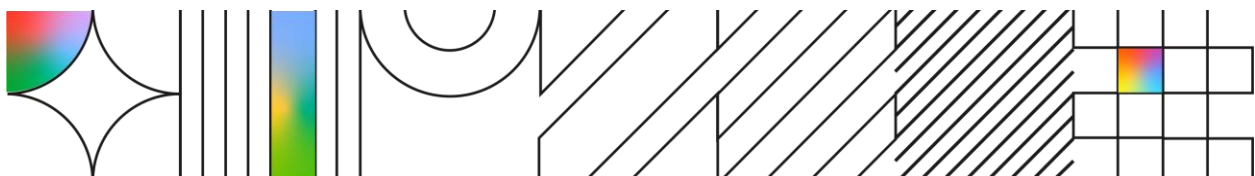
Since the security and protection of the user's personal information is a priority for "AXTEL", an effort has been made to protect this information through the establishment of various security controls, as well as the training of its employees in the adequate handling of such information. Likewise, when using other companies to provide us with services, "AXTEL" requires and obliges them to protect the confidentiality of the personal information they receive. Therefore, "AXTEL" in compliance with the Federal Act on the Protection of Personal Data Held by Private Parties and its Regulations, makes the Privacy section available to you, where you can learn about our Privacy Notice, as well as the way in which "AXTEL" will safeguard the personal data in its possession.

10. USE OF NON-CONFIDENTIAL INFORMATION

By using the portal, the user authorizes "AXTEL" to use, publish, reproduce, disclose, publicly share and transmit non-confidential information, pursuant to Article 109 of the Federal Copyright Act and Section I of Article 76 bis of the Federal Consumer Protection Act.

11. COOKIES

The user that has access to the portal agrees to allow the receipt and installation of the "cookies" that are only transmitted by AXTEL servers in order to provide a more personalized service. "Cookie" means a data file that is stored in the hard drive of the user's computer when the user accesses the portal. "Cookies" may contain information such as the identification provided by the



user or information to track the pages the user has visited. A “cookie” cannot read data or information from the user's hard drive, or read “cookies” created by other sites or pages.

12. PASSWORDS AND CONFIDENTIAL NUMBERS

At all times, the user is solely and ultimately responsible for keeping the number of their personal passwords, access codes and confidential numbers used to access to the Services and Products of the portal, as well as to the pages of third parties, secret.

13. MODIFICATIONS

"AXTEL" shall have the right to modify the Terms and Conditions of Use and Privacy at any time. Consequently, the user must carefully read the Terms and Conditions of Use and Privacy every time they intend to use the portal. Certain Services and Products offered to users on and/or through the portal are subject to specific conditions that replace, complete and/or modify the Terms and Conditions of Use and Privacy (hereinafter, the "Specific Conditions"). Consequently, the user must also carefully read the corresponding Specific Conditions before accessing any of the Services and Products.

14. APPLICABLE LAWS AND JURISDICTION

For the interpretation of, compliance with, and execution of the Terms and Conditions set forth herein, the parties agree that the Federal laws of the United Mexican States shall apply, and the competent courts of Mexico City, Federal District shall have jurisdiction, expressly waiving any other jurisdiction that may correspond to them due to their current or future addresses.

