

## Terms and Conditions

Thanks for visiting the kurimanzutto's website. The following terms and conditions are binding while navigating in our website. While accessing, visualizing or using our contents, materials and other services available throughout our website, you (hereinafter the "user") declare having read and understood these Terms & Conditions (hereinafter T&C) and that you agree with them.

Also you accept and you are willing to be legally bound by these T&C. If you do not agree with this T&C, you cannot navigate throughout and must leave this website.

**1. Website's Informational Purposes.** The information on this Site is for informational purposes only. Without limiting anything else in these T&C or otherwise, kurimanzutto is not responsible for any errors or omissions in the Site or Site Materials.

**2. kurimanzutto's Proprietary Rights.** kurimanzutto owns and/or licenses all data, content, graphics, forms, artwork, images, photographs, functional components, audio clips, video clips, software and software concepts and documentation and other material on, in or made available through the website ("Materials"), as well as the selection, coordination, arrangement, and organization and enhancement of the Materials. You agree not to remove or alter any copyright notice or any other intellectual property notice on any such Materials. Under no circumstances will you have any rights of any kind over the website, in accordance with these T&C.

**3. kurimanzutto's Intellectual Property.** All materials in the website, all materials described in this website in the "kurimanzutto's Proprietary Rights" section (above), are protected by domestic and international Intellectual property laws, referred to and not limited to copyright acts, trademark acts, patents acts, business secrets and industrial secrets provisions, data base protection, etc. Any use (in whole or in part) of kurimanzutto's intellectual property is prohibited, unless you get written authorization and/or license from kurimanzutto.

**4. Fair Use of Materials.** Unless otherwise indicated, use of copyrighted material will be permitted, such use includes: the use of protected materials for non-commercial educational purposes, such as teaching, scholarship, research, and news reporting. Unless otherwise noted, you may print text and image files from this website, provided that you comply with the following conditions: (i) the content may only

be used for personal, educational or noncommercial purposes; (ii) you must cite the author and kurimanzutto as the source of the content; (iii) none of the content may be altered or modified; and (iv) you must comply with all other copyright restrictions. Any use (in whole or in part) of kurimanzutto's intellectual property is prohibited, unless you get written authorization and/or license from kurimanzutto.

**5. User's Prohibited Activity.** You agree that you will not use the website for (i) any illegal or unauthorized purposes that violate any laws including but not limited to importation, exportation and copyright laws; (ii) modifying, adapting or hacking into the website; (iii) falsely imply that you are associated with kurimanzutto; (iv) it is against the law to contact any visitor of the website who has requested not to be contacted; or (v) attempting to gain unauthorized access to kurimanzutto's servers.

**6. Linking.** Some features in kurimanzutto's website may provide third party products, services or content on the website. Such contents include but are not limited to links to other websites and/or social networks, search engines for the convenience of users in locating information that may be of your interest. kurimanzutto does not recommend and expressly disclaims any responsibility for the content, and/or accuracy of the information. Your use of third parties' websites is subject to the terms and conditions of such third parties. We strongly advise you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

**7. Privacy Notice.** Any personal information that you provide to kurimanzutto on the website is subject to our Privacy Notice in compliance with Domestic and International Privacy Laws. Our Privacy Notice can be consulted by clicking the "Privacy Notice" tab in the website. The Privacy Notice is incorporated into these T&C and is binding to the parties.

**8. Sales Privacy Notice.** kurimanzutto is really aware of your privacy, therefore, customer information is collected for the purpose of processing your order, but is kept confidential and will not be shared with third parties. kurimanzutto may contact you later on with its Newsletter with updated information about its shows, artists, program and bookstore news and sales. If you do not want to receive the Newsletter you may unsubscribe at any time by following the instructions in the link at the end of the email sent. To read our full privacy notice go to [www.kurimanzutto.com](http://www.kurimanzutto.com).

**9. Online Purchases.** By purchasing products on our Website, you represent that you are eighteen (18) years of age. You are responsible for all charges incurred under your account. In connection with facilitating purchases made from this Website, we may use the services of third parties, including Stripe. All personal information collected from you in connection with a purchase of products on the Website (the "User Information") shall be subject to the Stripe privacy policy (click [here](#) to view), which is incorporated herein by reference as if set forth fully here. In addition, we may store your User Information (but not your credit card information) in order to process your order and any applicable returns. Our use of this User Information is subject to our Privacy Policy which can be found [here](#), and which is incorporated herein by reference as if set forth fully here. You acknowledge and agree that you are solely responsible for the accuracy of your User Information.

## **10. Products, Pricing and Availability.**

1. Whilst every effort has been made to ensure that all graphical representations and descriptions of products available from kurimanzutto correspond to the actual products, kurimanzutto is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct products, not different products altogether. Please refer to our **Bookstore Sales Policy**.
2. kurimanzutto does not represent or warrant that such products will be available. Should any items not be available you will be contacted by kurimanzutto and offered an alternative or a full refund.
3. All pricing information on our Website is correct at the time of going online. kurimanzutto reserves the right to change prices and alter or remove any special offers from time to time and as necessary. All pricing information is reviewed and updated every day.

In the unlikely event that prices are changed during the period between an order being placed for products and kurimanzutto processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price.

**11. kurimanzutto's Disclaimer and Liability.** kurimanzutto, is not responsible for and can not guarantee the accuracy of any Materials, third party links and/or social networks, or other items contained within the website. kurimanzutto reserves its right to immediately remove any

Material for any reason at its sole discretion. kurimanzutto cannot and does not review all content or posts made on or through the website. Although is not obligated to, kurimanzutto may review, verify, make changes to or remove any Material, with or without notice in its sole discretion. Use of this website is entirely at your own risk.

kurimanzutto shall not be liable for any direct, indirect, accidental, incidental, consequential, indirect or punitive damages of any kind whatsoever, including lost of profits, which may result from the use, access to, or inability to use the website , the Material and/or Information made available through the website, regardless of any legal theory that may apply to each case. If you do not agree with the website policies or with any of these T&C, or you have breached these T&C discontinue using this website.

**12. User's Liability.** You shall indemnify kurimanzutto against all claims, actions, and suits, arising out of or derived from any violation of these T&C or in connection with the use of this website. Any fraudulent use, violation of laws (particularly Intellectual Property Laws) negligence, willful misconduct, or any other use of the website and its Materials, or any breach by you of these T&C shall indemnify and hold kurimanzutto harmless from and against all judgments, losses, liabilities, damages, costs, and attorneys expenses arising out of or incurred in connection with your wrongful use.

**13. Complaints and Reports.** If you believe that any content posted on this website violates your intellectual property or other rights, please send to kurimanzutto at [info@kurimanzutto.com](mailto:info@kurimanzutto.com) a comprehensive detailed message indicating as subject WEBSITE COMPLAINT / REPORT setting forth the following information: (i) your name and the name of your company, if any; (ii) your contact information, including your e-mail address; (iii) the nature and substance of your complaint and/or report, the specific rights at issue, including the content or posting that is objectionable; and (iv) the following statement: "The statements and assertions made in this message are true, complete, and accurate". Also you shall include documentation to verify your legal personality and/or documentation to verify the rights you have over the material you are submitting the complaint and/or report.

**14. Changes to these Terms & Conditions.** kurimanzutto reserves the right at any time to modify, alter or update these T&C. kurimanzutto will give notice of those changes to its users through its website. Your use of the website following any changes means that you agree to follow and be bound by the new TyC. Any change to these T&C shall be

effective at the time kurimanzutto makes them available and these will supersede the latter.

**15. Miscellaneous.** The Site is not intended for children under the age of 15. The Site is controlled and operated from Mexico City, Mexico. Without limiting anything else, kurimanzutto does not guarantee that the website, Materials, and information is appropriate or available for use in other locations, and territories where they are illegal or prohibited.

**16. Jurisdiction.** These T&C represent the entire agreement between the user and kurimanzutto and supersede any prior agreements, expressed and implied that might have, and will be governed by and construed in accordance with the laws of Mexico as jurisdiction, and being the Mexican Federal Tribunals the proper forum. By accessing, viewing, or using the materials on the website, you consent and agree to the Mexican jurisdiction and the Mexican Federal Tribunals; and, the user waives the right to trial in a different/foreign jurisdiction.

Place and date: Mexico City, Mexico, April 27th, 2016.

Copyright © 2016 kurimanzutto, S. de R.L. de C.V. All rights reserved.