

Terms and Conditionst

Please read these Terms carefully. The use of this page is subject to the Terms that are detailed below, therefore, the User who uses this page is, agree with, and accept all of the terms and conditions contained in these Terms, in order to use the portal.

The user agrees to accept that the Terms and Conditions may be modified or adapted to legislative changes, general industry practices, as well as company policies. If you do not agree with the Terms and Conditions of use of the portal, we ask you to refrain from using it.

At PDP ("PDP") we place special emphasis on protecting your privacy and personal data and it is important to establish what you can expect from us when you use our services and what we expect from you.

For this reason, in compliance with current legislation, we report the following:

1) YOUR DATA.

At some point, your personal data may be requested. The provision of this information is completely voluntary on your part and all personal data will be treated in accordance with the provisions of the Federal Law on Protection of Personal Data Held by Private Parties. Whenever you are asked for personal information, you will find detailed information about our privacy policy.

We are aware of how important it is for you the use and treatment that we provide to your information, personal data and the way to share and use them, so we offer the security that we will use them with due care and prudence.

These Terms reflect the commercial behavior of PDP, the laws that apply to our company and certain aspects that we have always considered true. As a result, these Terms define your relationship with us within the framework of your interaction with our services.

Unless otherwise instructed by you, the owner of the personal data, you consent to their treatment, both within and outside the United Mexican States, and understand that they may be treated directly or indirectly by PDP, its affiliates, subsidiaries, as well as any parent company or group company and/or third party service providers and/or business partners, as well as, where appropriate, competent authorities.

2) USE OF OUR SERVICES.

Please do not use our Services improperly. For example, do not interfere with our Services or try to access them by any method other than the interface and instructions that we provide you. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you violate these Terms or if we are investigating suspected misconduct.





CELEBRATION
DESIGNER

Terms and Conditionst

The use of our Services does not grant any intellectual property rights over our Services or content that you access. You will not be able to use the content of our Services unless you obtain the permission of its owner or it is permitted by law. These Terms do not grant you the right to use any brand or logo used in our Services. Do not remove, hide, or modify any legal notice displayed on or next to our Services.

Our Services show certain content that does not belong to PDP, that content is the sole responsibility of the entity that makes it available. We may review content to determine if it is illegal or violates our policies, and we may remove or deny viewing of content that we reasonably believe violates our policies or the law. However, this does not mean that we review content, so you should not assume that we will.

3) PURPOSES AND USES OF PERSONAL DATA.

Some of our Services allow you to upload, store, send or receive content. You will retain the intellectual property rights you own over such content. In short, what belongs to you remains yours.

When you upload, enter, store, send or receive content to our Services or through them, you will grant PDP (and those with whom we work) an international license to use, host, store, reproduce, modify, communicate, publish, publicly perform and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. Some Services may offer you different ways to access and remove content that has been provided for that Service. In addition, in some of our Services, there are conditions or settings that limit the scope of our use of the content provided in those Services.

The personal information that we collect from our clients helps us to personalize and continuously improve their experience, to be contacted and to send information in order to know your level of satisfaction in relation to the acquisition of goods or services that have been provided by PDP as well as follow up on your requests, suggestions, claims and/or any other request from you.

We use this information to contact you and send information, issue promotional codes, process orders, offer products and services, process payments, recommendations for products and services of interest to you, as well as send advertising regarding products and services offered by PDP, we use this information to be able to provide these services and functions on our own behalf or on behalf of third parties to improve our services, features and platform, prevent or detect fraud or abuse, and allow third parties to provide technical, logistics or other services in our name.





CELEBRATION
DESIGNER

Terms and Conditionst

We use this information to tailor our communications, such as by sending email messages, text messages or other means with offers and promotions that are more relevant to our customers.

We also use this information so that you can be contacted and send you information to comply with legal requirements, keep our records updated, follow up on our business relationship if it exists and maintain communication in general.

To prevent unauthorized access to your personal data and in order to ensure that the information is used for the purposes established in this privacy notice, the options and means that we have established are, in general, the same ones that we use to our own data and documents.

Regarding the information that you provide us, we receive and store all the information that you enter on our website or that you provide us by any other means, however you can choose not to provide certain information and if you do so, you will not be able to enjoy many of the features and promotions that we will post.

The information that you provide us is useful to respond to your requests, improve our catalog and contact you by email.

4) COMMUNICATIONS VIA EMAIL.

To provide our services to you, we sometimes send you service announcements and other information.

To help us make the emails we send you more useful and interesting, we usually receive a confirmation when you open an email sent by the website of PDP, if you do not wish to receive emails or other notifications from us, please let us know as soon as possible to remedy any inconvenience that may be caused.

Information regarding customers is only shared with subsidiaries under the control of PDP, which will be subject to this Privacy Notice, giving consent to this Notice you agree to share your information in accordance with this Agreement of Terms and Conditions.

Occasionally we will send offers on behalf of other companies but to which your name or address will not be provided, if you do not wish to receive such offers please let us know.



Terms and Conditionst

5) IMPROVEMENTS IN THE SERVICE.

We continually develop new technologies and features to improve our services to detect and block spam or malicious software. As part of these continuous advances, we sometimes remove or add functions and features, increase, or decrease the limits of our services, and begin offering new services or stop offering existing ones. If we make significant changes that negatively affect the way you use our services or if we stop offering a service, we will notify you reasonably in advance.

You can stop using our Services at any time, although we would regret if you did.

We believe that you are the owner of your data and that preserving your access to such data is important. If we cancel a Service, and whenever reasonably possible, we will notify you with reasonable anticipation and provide you with the ability to obtain information under that Service.

6) RESPECT FOR THIRD PARTIES.

We want to maintain a respectful environment for everyone, which means that you must follow the following basic rules of conduct.

- Comply with applicable legislation, including laws related to export control, sanctions, and human trafficking.
- Respect the rights of others, including privacy and intellectual property rights.
- Not abuse others or harm others or yourself (or threaten to commit such abuse or harm, or encourage it) by actions such as deceiving, defrauding, defame, intimidating, harassing, or stalking others.
- Do not abuse the services or damage, interfere with, or interrupt them.

If you think other people are not following these rules, many of our services allow you to report the abuse.

Finally, some of our services give you access to content that belongs to other people or organizations. You may not use that content without the permission of that organization or person or as permitted by law.



Terms and Conditionst

7) PROBLEMS OR DISAGREEMENTS, RESPONSIBILITY FOR OUR SERVICES.

We provide our Services with a commercially reasonable level of competence and care, and we hope that you will enjoy such Services. But there are certain things that we do not promise about our Services.

Nor PDP nor do its suppliers or distributors make any specific promises about the Services. For example, we do not make any commitment regarding the content within the Services or the specific functions of the Services, nor the reliability, availability, or ability to meet your needs. The Services are provided as outlined.

If the law allows it, PDP and its suppliers and distributors will not be responsible for lost profits, loss of profits, data or financial, nor for indirect, special, consequential, exemplary, or punitive damages.

To the extent permitted by law, the total responsibility of PDP and its suppliers and distributors for any claim under these conditions, including any implied warranty, will be limited to the amount paid by you to use or require the Services or to provide the Services to you again.

8) COMMERCIAL USES OF OUR SERVICES.

If you use our Services on behalf of a business, that business agrees to the following terms. The company will hold harmless and indemnify PDP and its affiliates, directors, agents and employees from any claim, lawsuit or action relating to the use of these Services or breach of these conditions, including any cost or liability arising from claims, losses, damages, lawsuits, judgments, costs of litigation and attorney's fees.

We may modify these Terms to any of our services, for example, reflect changes in the law or in our Services. You should review these Terms periodically. We will post notices about changes to these terms on this page. Modifications will not be applied retroactively and will be effective no earlier than fourteen days after they are posted. However, modifications that reflect new functions of a Service or modifications made for legal reasons will be effective immediately. If you do not accept the modified Terms of a Service, you should cancel your use of that Service.

These conditions govern the relationship between PDP and you, and do not generate any type of rights in favor of third parties.

If you do not comply with these conditions, and we do not take immediate action, this does not imply any waiver of any right that may correspond to us (such as taking action in the future).



Terms and Conditionst

If any provision of these conditions is unenforceable, this will not affect the validity of the rest of these Terms.

You agree to submit to the jurisdiction of the competent local or federal courts in the City of Guadalajara, Jalisco, Mexico, renouncing to any other jurisdiction that for any reason could make them competent. The courts of some countries will not apply some of the laws in force in Guadalajara, and/or in the State of Jalisco, and/or in Mexico, to certain types of controversies. If you reside in any country other than Mexico, any dispute will be resolved in accordance with the applicable laws in Guadalajara, Jalisco, Mexico, and in the event of such dispute, you agree to submit to the jurisdiction of the competent Courts for the City of Guadalajara, Jalisco, Mexico, or the arbitration centers in that Jurisdiction.

9) RIGHTS OF ACCESS, RECTIFICATION, CANCELLATION AND OPPOSITION (ARCO RIGHTS)

The rights of access, rectification, cancellation, opposition, as well as revocation for the processing of your personal data, are rights whose exercise is very personal. That is, they can only be exercised by the owner of the data, by their legal representative or by an accredited representative, so that the person responsible for the file can deny these rights when the request is made by a person other than the affected person and is not proven. acting on their behalf.

The exercise of these rights must be carried out through simple and free means, made available by the person responsible for these and consist of:

A) RIGHTS OF ACCESS.

This is the right of the affected person to obtain information about whether their own personal data is being processed, the purpose of the treatment that, where appropriate, is being carried out, as well as the information available on the origin of said data and the communications made or planned thereof.

Justification: Not necessary, except if the right has been exercised in the last twelve months.

Term: 10 business days.

B) RIGHT OF RECTIFICATION.

Right of the affected person to modify the data that prove to be inaccurate or incomplete.

Justification: It must be indicated what data it refers to and the correction to be made by providing documentation.

Term: 10 business days.



Terms and Conditionst

C) RIGHT OF CANCELLATION.

Right of the affected party to have data deleted, that turns out to be inappropriate or excessive.

Justification: The data to be canceled and the cause that justifies it must be indicated.

Term: 10 business days.

D) RIGHTS OF OBJECTION.

Right of the affected person not to carry out the processing of their personal data or to cease it in the cases in which:Your consent is not necessary for the treatment. Their purpose is to make decisions regarding the interested party and based solely on the automated processing of their data.

Justification: concurrence of well-founded and legitimate reasons related to their specific personal situation.

Term: 10 business days.

E) PORTABILITY RIGHT.

The interested party will have the right for the Data Controller to transmit their data to another Data Controller or to the same interested party, through a structured format of regular use and mechanical reading, when the treatment is carried out by automated means and is based on: The consent of the interested party for specific purposes. The execution of a contract or pre-contract with the interested party.

The right to data portability will not apply when:Transmission is technically impossible. Could negatively affect the rights and freedoms of third parties. The treatment has a mission of public interest based on current legislation.

The deadline to answer the portability request is one month, except for those more complex cases for which a period of three months is granted, but always informing within the first month of the reasons for said delay.

You will be able to update your data and specify the means by which you wish to receive information, since, if you do not have this specification on your part, PDP, will establish the channel that it considers pertinent to send you information.

The user also accepts that for all legal purposes, he is considered as if he were Mexican.

With no other matter to deal with, we thank you for your attention to these Terms and Conditions.

