



NUBIMETRICS TERMS AND CONDITIONS

The present terms and conditions (hereinafter, the " **Terms and Conditions** ") of service regulate the contractual relationship between the users (hereinafter the " Users " or the " **User** "), with **NUBIMETRICS** (Yalvatar SA), CUIT 30-71160117-8; with legal address in Ricardo Balbín Nro. 1474-Of 1, e-mail address [contacto@nubimetrics.com], website <https://www.nubimetrics.com/>(hereinafter " **NUBIMETRICS** " and together with the Users, the " **Parties** "). Users will be subject to the respective General Terms and Conditions, together with all other policies and principles governing **NUBIMETRICS** and that are included herein by reference.

ANY PERSON WHO DOES NOT ACCEPT THESE GENERAL TERMS AND CONDITIONS, WHICH ARE OBLIGATORY AND BINDING IN NATURE, SHALL REFRAIN FROM USING THE SITE.

The User must read, understand and accept all the conditions established in the Terms and Conditions and in the Privacy Policies. NUBIMETRICS reserves the right to modify these Terms and Conditions at its sole discretion and convenience by notifying Users fifteen [15] days in advance to the changes implementation. Once the Terms and Conditions have been modified, the User must decide if he/she accepts them, in which case he/she may continue using NUBIMETRICS website.

The User accepts that he / she shall be considered as having been notified of any modification to the Terms and Conditions once NUBIMETRICS has published them in [Link](#), and would have notified by means of the contact channels that the User has declared. The continuation of the User in the use of the Site and / or Service once this new version is published shall be considered as an acceptance of said modifications to the Terms and Conditions. Consequently, the User agrees to check [Link](#) periodically.

NUBIMETRICS offers a web platform (hereinafter, the " Site ") to Users in order to receive daily information, statistics and / or data related to purchases and sales made through Mercado Libre SRL platform (hereinafter , the " Service ").That is to say, NUBIMETRICS is in charge of carrying out an analysis of those data, made available by Mercado Libre SRL (hereinafter " Mercado Libre ") related but not limited to market analysis, competition study, products trends and services with more sales, with the purpose of providing Users with a quantitative and qualitative study of said data, which allows them to improve their business productivity. Given this, Users understand and comprehend that the information provided by NUBIMETRICS is estimative, so NUBIMETRICS is limited to providing information on market trends, not accurate information.

The words defined in these Terms and Conditions shall be interpreted according to the context in which they were used, they include both genders and may be found in the plural and singular as well.

FIRST CLAUSE: The Registry

1.1. To join NUBIMETRICS Site, the User must obtain an account registered in Mercado Libre to be linked to NUBIMETRICS Site as established in clause 1.2. That is, prior to registering with NUBIMETRICS, the user must accept the Terms and Conditions established in https://www.mercadolibre.com.ar/ayuda/terminos-y-condiciones-de-uso_991

1.2 Once the requirement established in the previous clause has been fulfilled, the User must link his Mercado Libre account to NUBIMETRICS, and thus he can register and obtain an account on NUBIMETRICS Site (the " Account "). The User accepts that NUBIMETRICS obtains the data entered in the account owned by the User in Mercado Libre. Once the accounts are linked, NUBIMETRICS shall be able to differentiate those Users who are professional sellers from non-professional ones. NUBIMETRICS shall consider that a User is a professional seller when he makes ten (10) or more sales within the last thirty (30) days (the " Professional Seller ") and otherwise he will be considered as a non-professional seller (the " Non-Professional Seller "). "). Once, the corresponding qualification has been made, NUBIMETRICS shall notify the User if according to the standards established by NUBIMETRICS he/she will be considered as a Professional Salesperson or a NonProfessional one. The User accepts that NUBIMETRICS analyses the information contained in the account registered in Mercado Libre for said purposes. Notwithstanding the provisions of this clause, the User understands that his/her Free Market account will be completely independent of NUBIMETRICS Account, consequently, to access NUBIMETRICS Account, the User may select another user name and password. NUBIMETRICS may, at its sole discretion, reject and / or cancel any User Account.

1.3. Should the User be considered as a Professional Salesperson, he / she shall be able to use the Site free of charge for a fourteen (14) consecutive days period (the " Trial Period "). The Trial Period shall not be renewable, nor can it be extended. Should the User decide to continue using the Site and / or Service, the User must pay NUBIMETRICS the Product that has been selected according to the detail in the fourth clause. It is highlighted that the Trial Period shall be available only and exclusively for the User who is qualified by NUBIMETRICS as a Professional Salesperson. Should the User be qualified as a Non-Professional Seller, then he/she can use the Site only and exclusively under the payment of said Service, in accordance with the provisions in the fourth clause.

1.4. Notwithstanding the previous clause provisions, all Users shall have the possibility of doing a free training regarding the Site and / or the Service (the " Training "). Should the User decide to carry out the Training, NUBIMETRICS shall send him/her an email indicating the date, time and place of the Training. Notwithstanding the registration, the User shall not be obliged to use the Service once the Training finishes.

1.5. The User shall be the solely responsible for the Account and is obliged not to reveal the Account password to any third party. Any use of the Site, through the User's Account, shall be considered by NUBIMETRICS as being made by the User, without the User being able to prove otherwise. The Account is personal, unique and non-transferable.

1.6. Anyone wishing to become a User must verify that the information they make available to NUBIMETRICS is precise, accurate and true (hereinafter, the " Personal Data "). NUBIMETRICS reserves the right to request any additional voucher and / or data to corroborate Personal Data, and to temporarily and / or permanently suspend the User whose data could not be confirmed. NUBIMETRICS is not responsible for the accuracy of the data recorded at the time of the Account registration. The User guarantees and responds, in any case, to the veracity, accuracy, validity and authenticity of their Personal Data. The Personal Data that the Registered User provides shall be included into a personal database for which NUBIMETRICS is responsible. For further information, consult the Privacy Policy.

1.7. Should the User intend to unregister the Account and / or Service, the User must send an email to contacto@nubimetrics.com with the subject "Unsubscribe User" and complete the withdrawal form so that a commercial executive advises him/her in the process. Once NUBIMETRICS processes the withdrawal, NUBIMETRICS shall suspend the future Payment, as defined below, and the User shall maintain access to the Account until the last day paid for.

1.8. NUBIMETRICS shall offer the User online support through a personalized chat offered at www.nubimetrics.com .

SECOND CLAUSE: General Conditions of Services Use

2.1. The Service offered by NUBIMETRICS Site is exclusively aimed at those Users who have registered their Account under the first clause provisions.

2.2. NUBIMETRICS will offer the user three different modules that can be hired individually or in groups:

My Business: This product is focused on visualizing the metrics of the clients business itself. They will be able to see their daily transactions, know their market share, strengths, and weaknesses. This product includes the chance for you to track up to 100 thousand listings of your own and one nickname with 10 operators. On top of this there will be a chance for the client to purchase more nicknames to track.

Competitors: This product is focused on the client being able to monitor their key competitors and understand their strategy. The client will be able to compare simultaneously with up to 10 competitors and 100 listings of his choice. The option for the client to add more competitors or listings is available.

Market: The client will be able to spot business opportunities in every category that Mercado Libre has. Also, the most searched words, product demand, what is being bought and an in depth information of the category in which the client has 10 or more sales in the last month and cumulative sales of a minimum of 300USD in the last 3 months. The user has the possibility of analyzing one category per month in which they do not have to meet this requirements.

2.3. NUBIMETRICS reserves the right to add, modify and / or eliminate the Products and / or functionalities belonging to the Products. In this event, NUBIMETRICS shall proceed to notify the User to the contact that has been provided at the registration time, reporting this situation. The continuation of the User in the use of the Site and / or Service once the new adherence, modification and / or elimination of the Products and / or functionalities belonging to the Products is reported, shall be considered as an acceptance thereof.

2.4. In order to offer Users Products and the best possible platform experience, NUBIMETRICS shall use public information and private information. Public information of Mercado Libre users shall be provided by the Mercado Libre API itself, which consists of web pages visited, IP addresses, searches performed, publications, purchases, sales, ratings, messages in forums, among others (" Public Information "). The User accepts the use of Public Information by NUBIMETRICS when accepting the Privacy and Confidentiality Policies of the Information found at https://ayuda.mercadolibre.com.ar/ayuda/Politicadeprivacidad_993 .

Private information shall be provided by the User to NUBIMETRICS and shall consist of sales, movements made, products sold, means of payment used, buyers' contact details, location, among others from the User's MercadoLibre account (the " Private Information "). NUBIMETRICS assures the User that it shall only use the Private Information to improve the experience and the use of the Platform by the User. NUBIMETRICS shall not be able to sell or give this information to other Users. Notwithstanding the foregoing, NUBIMETRICS may use the Private Information provided by the User to improve the overall experience of the Platform. That is, NUBIMETRICS may share the Private Information of all Users only in a general way without giving Users' specific information.

THIRD CLAUSE: about the Products offered

3.1. NUBIMETRICS shall offer the User through the Site, a rate that shall determine the amounts that the User must pay according to the Service and / or selected Product. NUBIMETRICS reserves the right to change, modify, add or delete the mentioned amounts from time to time, at its sole discretion and the new tariff versions shall be notified by publication of said new version on the Site and shall be notified by the contact channels that the User authorizes and declares.

The value of the Service and / or Product shall vary according to the number of selected Products. NUBIMETRICS reserves the right to make promotions and / or discounts for any of the Services offered.

FOURTH CLAUSE: Payment and Invoicing Conditions

4.1. Each of the Products must be paid on the NUBIMETRICS Site through the PayPal payment platform owned by PayPal Pte. Ltd. or through Mercado Pago owned by Mercado Libre SRL (hereinafter the " Payment Processors ") that shall be determined and reported according to the country in which the User decides to use the Service. The User may choose the Payment Processor that he/she wishes to use to make the corresponding payments related to the Site. The User understands that prior to making payments through the

Payment Processors he/she must accept the Terms and Conditions and all the use conditions of said Payment Processors.

The amount corresponding to the Product selected by the User shall be paid through the Payment Processors (the " Payment "). The Payment made by the Users shall not be refundable, so should there be a mistake in the Payment or from the User, said Payment will represent a credit in the User's favour.

4.2. The User shall be able to use the Products once the Payment is accredited to NUBIMETRICS Account. The User understands that the term in which the Payment shall be accredited to the NUBIMETRICS account is beyond NUBIMETRICS control, therefore the User exempts NUBIMETRICS from liability for the delay in the payment's accreditation and for the consequences thereof may cause to the User.

4.3. Users accept that the Payment must be made monthly by automatic debit. The Payment shall be deposited to the NUBIMETRICS account a month in advance. NUBIMETRICS will proceed to notify the User monthly about the payment date closeness, and once it has passed, the User will have the possibility of making the Payment within the first five (5) business days of the payment date beginning (the " Payment Term "). If the User does not make the Payment in the Term mentioned previously, NUBIMETRICS will proceed to cancel the User's Account. In the case NUBIMETRICS cancels the User's Account, and the User intends to restore his/her Account, the User must communicate said intention to NUBIMETRICS by email to [contacto@nubimetrics.com] under the "Restore Account" subject. Once NUBIMETRICS receives the email, it shall contact the User shortly in order to restore the Account, as long as the payment is regularized. Notwithstanding the foregoing, NUBIMETRICS may decide at its sole discretion not to restore the User's Account.

4.4. The credit card holder is responsible for the data consigned at the time of the request and / or reservation of the selected Product and is the only one obliged to pay it to its issuer. Any ignorance must be made to the issuing Bank of the credit card in accordance with the provisions of Credit Card Law No. 25.065.

FIFTH CLAUSE: Use of the Site.

5.1. NUBIMETRICS shall have the power to deny or restrict the use of the Site to any User at its sole discretion, without causing any damage to the User. ^[SEP]The User agrees to make appropriate and lawful use of the Site in accordance with the enforceable legislation, these Terms and Conditions, morality and generally accepted good practices and public order. By using the Site or the Service, the User agrees that:

a) He/she shall only use the Service for his/her personal use and he/she will not have the power to resell his/her Account to a third party.

b) He/she shall not authorize third parties to use his/her Account.

- c) He/she shall not assign or transfer his/her Account in any other way to any other person or legal entity, except affiliates, subsidiaries, controlled or controlling companies.
- d) He/she shall not use an account that is subject to any rights of a person other than himself/herself without proper authorization.
- e) He/she shall not request the use of the Products for illicit, illegal, contrary to the provisions of these Terms and Conditions, to good faith and public order, harmful to the rights and interests of third parties.
- f) He/she shall not try to damage the Site in any way, nor will access restricted resources on the Site.
- g) He/she shall securely and confidentially keep his/her Account password and any identification provided to allow his/her access to the Site.
- h) He/she shall not use the Site with an incompatible or unauthorized device.
- i) He/she shall not attempt to access, use and/or manipulate NUBIMETRICS and /or other Users data.
- j) He/she shall not introduce nor spread computer viruses or any other physical or logical systems that are likely to damage the Site.

SIXTH CLAUSE: Responsibility

6.1 NUBIMETRICS only makes the Site available to Users to offer the Products to said Users. NUBIMETRICS does not take part in the improvement of the operations carried out by the Users, therefore, it shall not be responsible for the success or failure of the operations carried out by the Users from using the Products and NUBIMETRICS Site.

6.2 The User knows and accepts that when carrying out operations with the Site he/she does so at his/her own risk. Under no circumstances shall NUBIMETRICS be liable for profits loss, or for any other damage and / or loss suffered by the User, due to Products use offered through the Site.

6.3 NUBIMETRICS recommends acting with prudence and common sense when contracting the Products. Should one or more Users or any third party initiate any type of claim or legal action against a User, each and every one of those involved in such claims or actions exempt NUBIMETRICS and its directors, managers, employees, agents, operators, representatives and attorneys from any liability.

6.4 The User understands and accepts that the Products offered by NUBIMETRICS shall not give the User accurate information about the market, but that NUBIMETRICS shall limit itself to offering the User estimates and trends of the commercial conditions of Mercado Libre users.

SEVENTH CLAUSE: Site Use and Guarantee

7.1 NUBIMETRICS does not guarantee the availability and continuity of the Site operation. Consequently, NUBIMETRICS shall by no means be responsible for any damages and losses that may arise from (i) the lack of availability or accessibility to the Site; (ii) the interruption of the Site functioning or computer failures, telephone breakdowns, disconnections, delays or blockages caused by deficiencies or overloads in telephone lines, data centres, the Internet system or in other electronic systems, produced in the course of its operation; and (iii) other damages that may be caused by third parties by means of unauthorized interferences beyond NUBIMETRICS control.

7.2. NUBIMETRICS does not guarantee the absence of viruses or other elements in the Site introduced by third parties outside NUBIMETRICS which may cause alterations in the User's physical or logical systems or in the electronic documents and files stored in their systems. Consequently, NUBIMETRICS shall not be responsible in any case for any damages of any nature that may arise from the presence of viruses or other elements that may cause alterations in the User's physical or logical systems, electronic documents or files.

7.3. NUBIMETRICS adopts various protection measures to protect the Site and its contents against computer attacks by third parties. Nevertheless, NUBIMETRICS does not guarantee that unauthorized third parties cannot know the conditions, characteristics and circumstances in which the user accesses the site. Consequently, NUBIMETRICS shall not be responsible in any case for any damages that may arise from such unauthorized access.

7.4. By subscribing to these Terms and Conditions, the User declares that he/she shall hold harmless against any claim to NUBIMETRICS , its parent company, directors, partners, employees, lawyers and agents derived from (i) the User's breach of any provision stated in the present Terms and Conditions or any law or regulation enforceable to them, (ii) breach or violation of third parties' rights, including other Users; and (iii) breach of the Site permitted use.

EIGHTH CLAUSE: Intellectual and Industrial Property Rights

8.1. The User acknowledges and accepts that all intellectual and industrial property rights over the contents and / or any other elements inserted in the Site (including, without limitation, trademarks, logos, trade names, texts, images, graphics, designs, sounds, databases, software, flow charts, presentation, audio and video), belong to NUBIMETRICS

8 .2. NUBIMETRICS authorizes the User to use, view, print, download and store the contents and / or elements inserted in the Site exclusively for their personal, private use, abstaining from performing any act of decompilation, reverse engineering, modification, resale, marketing, disclosure or supply. Any other use or exploitation of any content and / or other elements inserted in the Site other than those expressly provided herein will be subject to NUBIMETRICS prior authorization.

NINTH CLAUSE: Data Protection

9 .1. Personal Data that the User provides in the Registry shall be included in a personal database for which NUBIMETRICS is responsible, whose address appears in the heading of this document.

9 .2. NUBIMETRICS declares that the Users' Personal Data shall be used only for the registration purpose mentioned in the FIRST CLAUSE.

9 .3. Users may exercise the rights to access, rectify, delete and update their Personal Information, as well as to oppose the processing thereof, in accordance with the provisions of the enforceable regulations (Law 25.326 - Law on Protection of Personal Data).

9 .4. NUBIMETRICS, commits itself to ensuring compliance with the provisions of Law 25.326 and Decree 1558/2001 regarding the Protection of Personal Data, users and / or any third party, as well as guaranteeing the rights conferred in the regulations mentioned.

9 .5. Issues related to the protection of the personal data linked to the Service shall be considered in the Privacy Policies published in the following link: [ADD LINK TO THE PRIVACY POLICIES], which are an integral part of these Terms and Conditions.

TENTH CLAUSE: Notifications

10 .1. NUBIMETRICS shall make the appropriate notifications to the User by means of a general notification on the Site, through text messages and / or the email address provided by the User in his Account. The User may notify NUBIMETRICS by sending an email to the address [contacto@nubimetrics.com].

ELEVENTH CLAUSE: Assignment

11 .1 The User may not assign his/her rights and obligations arising from these Terms and Conditions without NUBIMETRICS' prior written consent. NUBIMETRICS may assign, without the User's prior consent, these Terms and Conditions to any entity included within its group of companies worldwide, as well as to any person or entity that succeeds it in the exercise of its business for any titles.

TWELFTH CLAUSE: Enforceable Law and Jurisdiction

12 .1. These Terms and Conditions, as well as the relationship between NUBIMETRICS and the User, will be governed and understood in accordance with the legislation in force in the Argentine Republic.