

**“To register as a supplier for Banco de México at the POC Banxico website you must sign and turn in this document in its original Spanish version. In the case of a controversial interpretation and/or application of the different versions, the Spanish version will prevail and govern for all legal purposes.”**

**“TERMS AND CONDITIONS OF USE OF THE ELECTRONIC PROCUREMENT PORTAL OF BANCO DE MÉXICO”**

***I. General provisions***

The POC Banxico website (or “Procurement Portal”) is part of the “Electronic means” developed by Banco de México to carry out all public procurement processes as set forth in article 134 of the Political Constitution of Mexico; article 46, section XII, article 47, section III, articles 57 and 62, section IV, of Banco de México’s Law; article 2, section IX, articles 14, 18, 19, and Second Transitory of Banco de México’s Rules regarding real estate acquisition and leasing and services provision; in the Public Sector Law of Real Estate Acquisition and Leasing and Services, of supplementary use; in article 2, section IX, and in articles 18, 21, 22 and Second Transitory of Banco de México’s Rules regarding real estate and related services; in the Law of Public Works and Related Services, of supplementary use; in article 2, section XVIII, and articles 9, 12, 13, and Fourth Transitory of Banco de México’s Rules regarding the transfer of real estate; and in other applicable regulations.

By using the POC Banxico or any of its components and/or pages, the user accepts to expressly and voluntarily abide by the provisions set forth in the aforementioned “terms and conditions”.

All information in the POC Banxico website is public in terms of legislation and other applicable regulations on information access and transparency, unless otherwise stated.

Any person or company accessing the POC Banxico website is considered, by this very fact, a user.

***II. The user undertakes:***

- a) Not to damage, disable or deteriorate Banco de México’s IT systems or any of the content included and/or stored in them, including the POC Banxico website;
- b) Not to modify Banco de México’s IT systems; as well as those provided to carry out all procurement procedures done through electronic means;
- c) Not to use modified versions of systems to gain unauthorized access to any of the website’s IT systems, contents and/or services;
- d) Not to interfere or interrupt the access, functioning, and use of the POC Banxico website and of the servers or networks connected to it;
- e) Not to use the POC Banxico website for purposes other than participating in the procurement procedures conducted by Banco de México, and
- f) To update his/her registration information as needed.

***III. The user agrees to the following:***

- a) In order to utilize the POC Banxico website, the user must have, if required, a digital certificate issued by Mexico’s Tax Administration Service (Servicio de Administración

Tributaria, SAT), as set out in applicable regulations, and should use it when so required. To use and gain access to the POC Banxico website the user must provide authentic and proprietary information, assuming all responsibility and/or risks entailed in using such information, as well as the keys/codes and files corresponding to his/her digital certificate, and the account provided by the POC Banxico system and its corresponding password.

- b) The procurement procedures done through the POC Banxico website will be executed electronically in compliance with applicable laws and with the regulations and specific characteristics of each procedure.
- c) The user assumes all responsibility or liability deriving from the improper use of his/her digital certificate.

The user also acknowledges that his/her participation in any of the procurement procedures done through the “Procurement Portal” obliges him/her to the provisions described in the first paragraph of the aforementioned terms and conditions.

The POC Banxico website might include links to other websites or web pages. Nevertheless, such links are provided for information purposes only and their contents and resources, and even their data processing, are the sole responsibility of the person that, according to the law, is responsible for managing the website or web page and the corresponding handling of data as well.

Banco de México disclaims any responsibility that might arise from using the POC Banxico website, including any liability for damage or injury that might arise from using such website.

#### ***IV. Handling of personal data***

Banco de México will be solely responsible for the handling and use of personal data collected directly through the website [www.banxico.org.mx](http://www.banxico.org.mx), in compliance with legislation and other applicable provisions on information transparency, access to information and personal data protection.

All personal data collected will be for users to gain access to the POC Banxico website and for procurement procedures. These data may also be included, protected, and processed by Banco de México’s personal data system, to fulfill the exercise of its statutory powers.

All personal data might be submitted according to relevant legislation and other applicable regulations on information transparency, access to information, and personal data protection.

#### ***V. Information security measures***

Users must be cautious to ensure that, when gaining access to the POC Banxico website, they are not vulnerable to IT risks (computer virus, malware, or other related) that could damage the POC Banxico website or their own computer equipment, mobile phone, or mobile device.

Banco de México reserves the right to deny access to users or any equipment that might become infected with any type of malicious software.

***VI. Intellectual property / copyright***

All property rights of the POC Banxico website are Banco de México's property and users must therefore respect them according to the provisions governing copyright and industrial property rights.

Users may cite the information included in the POC Banxico website, in which case they commit themselves to mention expressly in the citation the electronic link and the date in which they consulted the information. Users commit to respect and safeguard the rights of third parties on the contents included in the POC Banxico website, according to applicable law. Any user that decides to utilize such contents must obtain the corresponding authorization directly from the owners of the copyrights associated with the use of such contents.

Banco de México does not grant any license to reproduce and/or distribute this website or any of its parts.

***VII. Update of terms and conditions***

The "TERMS AND CONDITIONS OF USE OF THE ELECTRONIC PROCUREMENT PORTAL" can change any time. Users should therefore consult them frequently since, for the mere fact of using the POC Banxico website, they agree to the aforementioned terms and conditions.

**I AGREE TO THE TERMS AND CONDITIONS OF USE OF THE ELECTRONIC PROCUREMENT PORTAL  
OF BANCO DE MÉXICO**

(Signature)  
(Name of legal representative)  
(Name of supplier)  
**DATE OF SUBSCRIPTION**

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