

Users Terms and Conditions

This document provides the terms under which you use Appuntos.

Appuntos is owned and operated by Pier 84 S.A.de C.V, Mexico City, D.F. Mexico. By downloading, installing and using the Appuntos application on your Smart phone you (user) acknowledge and agree to the following terms:

1.0 Fair and Responsible use

1.1 The Appuntos loyalty reward smart phone application is provided by Appuntos (Pier 84 S.A.de C.V.) for personal use by you, and may not be used for commercial purposes

1.2 Users are required to keep their contact details up to date

1.3 Users must keep their login and password details confidential

1.4 Users agree not to interfere or tamper with the Appuntos application or its related internet sites

2.0 Right of refusal

2.1 Conditions of the offer is provided by the named business on the phone application. The named business is able to vary its offer and ultimately has final right of refusal on provision of the specified reward.

2.2 Appuntos reserves the right to modify or alter the terms and conditions of its loyalty reward program at any time

2.3 Appuntos reserves the right to terminate a users membership to the application at anytime if we believe these conditions have been breached

3.0 Information about you

3.1 You consent to us using the application to collect information about you. In its most basic form we require your name and a current email address to activate an account with Appuntos. Any additional personal information you provide to us will be used for the purposes of providing you with relevant discounts and offers for goods and services. For more information see our Privacy Policy.

3.2 We will not sell or pass on your personal information to a third party. Businesses that you join offers with, within the app, will be able to contact you through the Appuntos application, email or SMS. You are able to unsubscribe from these services and businesses when you receive any communication. As Appuntos is a free application for the user to download, we do not require any financial information from the user.

4.0 Limitation of Liability; Indemnity

4.1 Your use of the Service constitutes your agreement that you waive and will not assert any claims or allegations of any nature whatsoever against Appuntos (Pier 84 S.A.de C.V.), or any business

partners and all of their directors, agents or staff in any way relating to your use of the Service. This also means that you will not claim or allege an infringement of proprietary rights, any inaccuracy of the Service, or allegations that any person or entity has or should protect you from any claim or allegation arising from your use or other exploitation of the Service. You use the Service at your own risk. Without limitation of the foregoing, Appuntos (Pier 84 S.A.de C.V.) will not be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of opportunity, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of the Service, including without limitation any damages caused by or resulting from your reliance on the Service or information accessible via the Service, or that result from mistakes, errors, omissions, interruptions, deletion of files or email, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to the Service and all warranties, guarantees, conditions or other terms implied by statute, common law, trade usage or otherwise are excluded to the fullest extent permitted by law. In no event shall the aggregate liability of Appuntos (Pier 84 S.A.de C.V.), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the Service exceed the cumulative sum paid by you for access to or use of the Service during the three months prior to the date of any claim. You shall defend, indemnify and hold harmless Appuntos (Pier 84 S.A.de C.V.) and the other persons referred to before from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of your use of the Service, including any claims made by any person that any information you have provided to Appuntos (Pier 84 S.A.de C.V.) damages their reputation or defames them or infringes the rights, including the intellectual property rights, of any third party.

5.0 Applicable Law

5.1 The Service is operated by Appuntos (Pier 84 S.A.de C.V.) from its site in Mexico City, D.F. United Mexican States. You and Appuntos (Pier 84 S.A.de C.V.) both benefit from establishing a predictable legal environment in regard to the Service. Therefore, you and Appuntos (Pier 84 S.A.de C.V.) explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Service will be governed by the laws of Mexico City and the national laws of United Mexican States applicable therein. You consent to the jurisdiction of these laws and to the courts of United Mexican States.

6.0 Miscellaneous

6.1 If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, this will not affect the validity and enforceability of any remaining provisions. Appuntos (Pier 84 S.A.de C.V.) may assign any or all of its rights under these Terms to any party without your consent. You are not permitted to assign any of your rights or obligations under these Terms without the prior written consent of Appuntos (Pier 84 S.A.de C.V.), and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and Appuntos (Pier 84 S.A.de C.V.) regarding your use of the Service, and supersede all other Terms or purported agreements.

The Terms and Conditions were established on June 1st 2016. Appuntos (Pier 84 S.A.de C.V.) has the right to change these Term and Conditions at any time and will post updates on this website.