

Terms & Conditions

Read these terms carefully before using or accessing the CEMEX iCollect Application (“iCollect”), or any materials contained in or linked to iCollect. If you do not agree to these terms and conditions, you may not access or otherwise use iCollect or any part of iCollect. Your continued use of iCollect, and/or your causing the use of iCollect through electronic or other means indicates your acknowledgement that you have read and accepted these terms and conditions. CEMEX reserves the right to update or revise these terms and conditions without notice to you; please check these terms and conditions periodically to review any changes. Your continued use of iCollect following the posting of any changes to these terms and conditions constitutes acceptance of those changes.

Welcome to the CEMEX iCollect application. These Terms and Conditions of Use govern your use and access to iCollect, and constitute a binding contract ("Agreement") by and between CEMEX, SA de CV, a Mexican corporation with its principal place of business at Av. Constitución 444 Pte., Colonia Centro, 64000 Monterrey, N.L. and you. Please read this Agreement carefully. By using iCollect and/or by causing the use of iCollect through electronic or other means, you signify that you accept this Agreement and that you:

- Acknowledge that CEMEX specifically disclaims any liability, loss, damage or risk incurred as a consequence, directly or indirectly, of iCollect;
- Agree that your use of iCollect is governed by this Agreement, as amended from time to time;
- Will only use the materials contained in iCollect for personal, non-commercial and informational purposes, and that you will not modify any materials contained in iCollect.

1. USER CONDUCT

You agree to abide by all applicable local, state, national and international laws, regulations, ordinances, by-laws and rules and are solely responsible for all acts or omissions that occur as a result of your use of or access to iCollect, including, without limitation, the content of your transmissions through or to iCollect. By way of example, and not as a limitation, you agree not to:

A. use iCollect in connection with chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);

B. harvest or otherwise collect or disseminate information about others, including email addresses, without their consent;

C. create a false identity or forged email address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of a message;

D. transmit through iCollect unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, offensive or otherwise objectionable material;

E. transmit any material that may infringe the intellectual property rights or other rights of third parties, including without limitation, trademarks, trade secrets or copyrights;

F. transmit any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;

G. use iCollect to violate any applicable law restricting the export or import of data, software or any other content;

H. interfere with or disrupt networks connected to iCollect or violate the regulations, policies or procedures of such networks;

I. gain or attempt to gain unauthorised access to iCollect, or other accounts, computer systems or networks connected to iCollect, through password mining or by any other means;

J. interfere with another member's use and enjoyment of iCollect;

K. use iCollect in any unethical manner or contrary to accepted community standards; or

L. use iCollect to solicit business for any competitive company or service.

2. MEMBER PRIVACY

CEMEX's policy is to respect the privacy of users of iCollect. CEMEX's Privacy Policy is set forth and reviewable within the 'information' section of the iCollect app.

3. PROPRIETARY RIGHTS TO CONTENT

You acknowledge that content, including but not limited to text, data, software, music, sound, photographs, video, graphics or other material accessible to you by virtue of your use of iCollect is protected by copyrights, trademarks, service marks, patents, trade secrets, data rights, publicity or privacy rights or other intellectual property rights and laws. Unless you are expressly authorized to do so, you shall not sell, lease, modify, copy, republish, upload, download, post, broadcast, transmit, or distribute in any way content available through iCollect. You acknowledge that any information provided by or through CEMEX is for informational purposes only and is not intended to constitute professional advice.

4. CONTENT PROVIDED BY USER

By posting or submitting content to iCollect you automatically grant to CEMEX the right to use, reproduce, display, perform, adapt, modify, distribute or promote the content in any form for any purpose. You further represent and warrant that you own or otherwise control all necessary rights to the content and that public posting and use of the content by CEMEX will not infringe or violate the rights of any third party. You acknowledge and agree that you are responsible for all content posted or submitted by you.

5. ENDORSEMENTS

All trademarks, service marks and/or trade names that appear on iCollect that are not CEMEX marks are the trademarks of their owners. References to any names, marks, products or services of third parties do not constitute or imply endorsement, sponsorship or recommendation of the third party or the products or services.

6. SUSPENSION OR DENIAL OF ACCESS

CEMEX may, without notice, suspend, disconnect, deny or restrict your access to iCollect: (a) during any technical failure of, or modification or maintenance to, iCollect; (b) if you use iCollect in breach of this Agreement; or (c) if you do or fail to do anything which in CEMEX's opinion may have the effect of jeopardizing the operation or integrity of iCollect.

7. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

A. iCollect may contain links to third party sites, resources and sponsors. Links to and from iCollect to other third party sites do not constitute an endorsement by CEMEX of any third party sites, resources, sponsors or content, and CEMEX shall not be responsible or liable, directly or indirectly, for any such sites, resources, sponsors or content.

B. CEMEX does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed or distributed through iCollect. You acknowledge that any reliance upon any such opinion, advice, statement or information is at your sole risk.

C. CEMEX does not and cannot review all materials posted to iCollect by users, and CEMEX is not responsible for any such materials.

D. iCollect, including all content, software, functions, materials and information made available thereon or accessed therethrough is provided "as is." CEMEX and its partners make no representations or warranties of any kind whatsoever for: (1) the content contained iCollect; (2) the materials, information or functions made accessible by the software used on or accessed through iCollect; (3) any products or services of or links to third parties; or (4) any breach of security associated with the transmission of sensitive information through iCollect or any linked sites. CEMEX and its partners disclaim any express or implied warranties, including, without limitation, non-infringement, merchantability or fitness for a particular purpose. CEMEX does not warrant that the functions contained in iCollect or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that iCollect or the server on which it operates is free of viruses or other harmful components. CEMEX will not be liable for any loss or damage (including without limitation indirect, special or consequential loss or damage) arising from iCollect whether or not caused by any negligent act or omission. If any legislation, rule or decision implies any term or warranty that cannot be excluded, CEMEX's sole liability will be, in the case of goods or services, to resupply of the goods or services, or to pay for the cost of having the goods or services resupplied.

E. CEMEX may offer members tools through which to transact business or otherwise interact with third parties, including individuals. Members must take appropriate precautions in providing information to such third parties or in otherwise interacting with such third parties. All contacts or interactions between you and such third parties are at your own risk, and CEMEX shall have no liability for any such contacts or interactions.

8. INDEMNITY

You hereby agree to indemnify, defend and hold CEMEX and all of its subsidiaries, affiliates, officers, directors, owners, agents, employees, information providers, partners, licensors and licensees (collectively "Indemnified Parties") harmless from and against any

and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Agreement or the foregoing representations, warranties or covenants, including without limitation, attorneys fees and costs. You shall cooperate fully as reasonably required in the defence of any claim. CEMEX reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without written consent of CEMEX.

9. GOVERNING LAW AND FORUM

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of England and Wales, notwithstanding its choice of law rules. The Parties agree that any legal action or proceeding relating to this Agreement shall be filed in and heard by, and venue shall be proper in, the courts of England and Wales, and the Parties voluntarily submit to the jurisdiction of those courts for such purposes.

10. INVALIDITY

If a provision of this Agreement or a right or remedy under it is invalid or unenforceable in a particular jurisdiction: (a) it is to be read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and (b) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.

11. WAIVER

A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right. Failure by a party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver. A waiver is only effective in the specific instance and for the specific purpose for which it is given.

12. CUMULATIVE RIGHTS

The rights and remedies of a party under this Agreement do not exclude any other right or remedy provided by law.

13. ENTIRE AGREEMENT

This Agreement is the entire agreement between you and CEMEX with respect to the subject matter hereof. Any understanding, arrangement, representation or provision not expressly set out herein is not binding. All correspondence, negotiations and other communications in relation to its subject matter that precede this Agreement are suspended by it and merged into it.