

## TERMS AND CONDITIONS

### INTRODUCTION

**INFINITY SOUL TECHNOLOGY CORP**, (hereinafter "INFINITY", the "Company" or "Us") located in 80 SW 8<sup>TH</sup> ST, STE 2000, MIAMI, FL, U.S.A., are pleased to provide you with access to our service, subject to these terms and conditions (hereinafter "Terms of Service") and the Company's applicable [Privacy Policy](#). By agreeing and using the Service, you express your consent, agreement and understanding of the Terms of Service and Privacy Policy.

In addition, **INFINITY** will enforce the consumer rights protection, such as the entitlement to receive quality products, entitlement to safety and indemnity, entitlement to receive information, entitlement to receive protection against misleading advertising, entitlement to complaint, entitlement to choose, entitlement to equality, among others. (U.C.C. Article 2-Sales).

### DEFINITIONS

- "Parent company" means the Company and its direct and indirect holding or subsidiaries companies, agents, employees, licensors, distributors, business partners, suppliers and associates (and each of the respective officers, directors, employees and agents of the foregoing entities).
- "Site" will be the **INFINITY'S** website.
- "Service Content" means the music, images, text and other items that you may obtain or access in digital form from the Service, whose content is owned by the Company or third-party licensors.
- "Contact Information" means the information you provide to **INFINITY** through the Site to subscribe or communicate with us.
- "Privacy Policy" refers to the **INFINITY** Privacy Policy which you can visit by following the link at the bottom of the **INFINITY** homepage, which may be amended, modified or revised from now and then as indicated in the terms of the Privacy Policy.
- "Service or Product" means the service provided by **INFINITY**.
- "User or Customer" means the individual or legal entity that is accessing the service provided by the Site.
- "Terms of Service" are these Terms and Conditions.
- "Supplier" Is whoever habitually, directly or indirectly, offers, supplies, distributes or commercializes products with or without profit purposes.

### SERVICES

**INFINITY** specializes in providing intermediary services for wholesale retailers in Asia, facilitating the seamless distribution of goods to markets in Latin America (LATAM). Acting as a strategic bridge between these regions, **INFINITY** streamlines the process of sourcing high-quality products from trusted Asian suppliers and delivering them efficiently to LATAM businesses. Their service includes handling the

complexities of international trade, such as negotiating competitive pricing, managing bulk orders, coordinating logistics, and ensuring timely shipping across borders.

By leveraging their deep understanding of both Asian and LATAM markets, Company X helps wholesale retailers access a broad range of products, from consumer goods to industrial supplies, at favorable costs. The company also ensures compliance with local regulations, customs procedures, and quality control standards, providing clients with peace of mind when importing large volumes of goods. Through their extensive network of suppliers and logistics partners, INFINITY offers a reliable, cost-effective solution for businesses in LATAM looking to expand their product offerings and maintain a competitive edge in the market. Their expertise in cross-regional trade and commitment to building strong, long-term partnerships make them a valuable intermediary in the global supply chain.

The INFINITY Service may rely on third party owned and/or operated platforms (each, a "Third Party Platform") or interoperate with such platforms, and can require you to register as a member or subscriber of such Third Party Platform in order to access the INFINITY Service.

## ADMISIBILITY

The **INFINITY** Service is not intended for or directed to children under the age of 21.

By using the **INFINITY** Service, the User states, warrants and agrees that:

1. The User is 21 years of age or older and resides in any country in which **INFINITY** provides the Service available, the majority of age will depend on the jurisdiction.
2. The use of the **INFINITY** Service does not violate any applicable law, rule or regulation or any applicable terms, conditions or requirements issued.
3. The User is not included on any restricted list adopted by the government of any country within the Territory. Certain features of the **INFINITY** Service may be subject to additional age and/or other requirements and restrictions. If the User is between the ages of 13 and 21, he or she should consult these Terms and Conditions in the supervision of his or her parent or guardian. Their parent or guardian must agree to these Terms and Conditions on their behalf and parental privacy is recommended for all users under the age of 21.
4. If the User provides any information that is false, inaccurate, outdated or incomplete, or **INFINITY** has any reason to suspect that such information is false, inaccurate, outdated or incomplete, **INFINITY** has the right to suspend or cancel the registration ( as a whole or partially) and refuse any and all current or future use of the **INFINITY** Service (or any feature thereof), at our absolute discretion, with or without prior notice, and without liability or obligation to the User or any third party.

## MODIFICATIONS

By using the Service, you will be subject to any other guidelines or rules applicable to specific services and features that may be published by us over time (hereinafter "Guidelines"). All Guidelines are incorporated by reference into these Terms of Service.

These Guidelines will be applied generally on a non-discriminatory basis to all end users of the Service and may include, for example, upgrades, modifications and reinstallations to, among other reasons, address security, interoperability and/or performance issues.

If we implement substantial amendments we will notify them by publishing or displaying a notice on the **INFINITY** Service and/or through other electronic means. Once we post or make them available on the **INFINITY** Service, these changes will automatically become effective, and any use of the **INFINITY** Service after constitutes your agreement to be bound by the changes

## TERMS

These Terms and Conditions, and any revisions or modifications to these Terms and Conditions that may be posted, shall remain in full force and effect while Customer uses the **INFINITY** Service. Customer may terminate Customer's use of the Service at any time, for any reason, and **INFINITY** may terminate Customer's use of the Service at any time, for any or no reason, with or without notice or explanation, and without liability or obligation to Customer or any third party. Even after termination of your use, your obligations under these Terms and Conditions, including, without limitation, any indemnities, warranties and limitations of liability contained herein, shall continue in effect.

## USER CONDUCT

Your use of the Service is restricted as follows:

### 1. Company standards and policies.

By using the Service, you will be subject to any other guidelines or rules applicable to specific services and features that may be published by us. All Guidelines are incorporated by reference into these Terms of Service.

These Guidelines will apply generally on a non-discriminatory basis to all end users of the Service and may include, for example, required or automatic software upgrades, modifications and reinstallations, and obtaining available patches to, among other reasons, address security, interoperability and/or operational issues. These updates, modifications and similar operations may be performed periodically or as needed, without notice provided that these changes do not substantially change the Service or the use of your personal data.

### 2. Age restriction.

You must be at least 21 years of age to agree to and accept these Terms of Service on your own behalf. If you are a minor, you are requested not to provide any information to the Company, whether through use of the Service, or participation in connection with the Service, or through any other activity.

### 3. Prohibited behavior.

You will not use the Site to transmit, display, perform or otherwise make available messages, content or materials (i) that are unlawful, obscene, threatening, unsolicited bulk or "spam," defamatory, invasive of privacy, or (ii) that violate or infringe copyrights, trademarks, patents, trade secrets and other intellectual property rights, rights of privacy or publicity, communications regulations or statutes, or any other laws, including, without limitation, libel, harassment, obscenity and pornography laws; (iii) that constitute political campaigning or sales or marketing solicitations or that contain computer viruses or other computer code intended to interfere with the functionality of computer systems, or (iv) that otherwise harm minors. You agree not to interrupt or attempt to interrupt the operation or the Service in any way. Any violation hereof shall be subject to review and appropriate action by the Company, at its sole discretion, including the right to terminate the Service in accordance with the "Termination" Section herein. In addition, you may not use a false e-mail address or otherwise mislead as to your identity.

### 4. Restrictions on the use of the Site.

The Site includes security features and therefore special rules and policies are applicable. You may not attempt (or support the attempts of others) to circumvent, reverse engineer, decrypt, decompile, disassemble or otherwise modify, alter or interfere with any aspect of the Site. You may not distribute, exchange, modify, sell or resell, or transmit to any other person any part of the Site, including, without limitation, any text, images or audio, for any business, commercial or public purpose. You agree not to copy, sell, distribute or otherwise transfer Content from the Site, except as expressly permitted herein.

The Company has the right to delete a User's account and/or prevent or otherwise prohibit a User from accessing the **INFINITY** Service, if **INFINITY** determines, in its sole discretion, that such User has violated these Terms and Conditions. **INFINITY** reserves the right to investigate and take appropriate legal action against any person who, in **INFINITY'S** discretion, violates, or is suspected of violating, this Section, including, without limitation, reporting to law enforcement authorities.

## PAYMENT

### 1. Payment.

The user must pay the amount corresponding to the service by credit card, debit card or PayPal, depending on the selected method of payment at the time of purchase and according to the availability of the platform.

The user must report to the company any irregular or fraudulent charge on the credit card used, via e-mail, in the shortest possible time for the company to proceed with the appropriate procedures. Any payment will be subject to all taxes applicable to the case.

The Company reserves the right to modify in the future the price of the service, the percentage of the sales commission or the minimum payment threshold, considering that the fluctuating market conditions are unpredictable.

Therefore, it is recommended that the user read them carefully each time he/she accesses the platform. In addition, the User knows, understands and accepts that he/she shall be the only responsible for the veracity of the billing information provided to **INFINITY** under the platform, understanding that the omission or provision of erroneous information leads to penalties by the tax authorities.

## COPYRIGHTS

### **1. Commercial confidentiality and copyright information.**

The Service contains and/or incorporates trade secrets, patented (and/or patent pending) inventions and/or other proprietary materials and intellectual property of the Site and/or its licensors. All title and ownership rights in the Site, including without limitation the Site Content and any copies related to the Service and the content, remain the property of the Company and its licensors, as applicable. You agree to keep confidential such information contained in the Site that is not in the public domain, and not to disclose such information to any third party without the prior written approval of the Company.

Users are not authorized to attempt to reconfigure, decompile or reverse engineer the Site and/or the Content of the Service.

### **2. Copyright.**

The Content of the Channel and other works of authorship found on or forming part of the Channel (collectively, the "Content") are protected by applicable copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Content is licensed, not sold. You may not make unauthorized copies or use any portion of the Content except as specified herein and in accordance with applicable law. All title and copyrights in and to the Content and the Service (including, without limitation, images, photographs, photographs, animations, video, audio, code, articles, text and applets, incorporated into the Service), are owned by the Company or its licensors. You agree to comply with all applicable copyright laws in connection with your use of the Service and Content. In addition to the provisions of these Terms of Service, the Company may take appropriate measures to protect copyrights in the Content.

### **3. Trademarks.**

You may not use any of the trademarks found within the Site and the Service, except as specified herein and in accordance with applicable law. You may not copy, display or use any of the trademarks without the prior written permission of the owner. Any unauthorized use may violate trademark laws, the laws of privacy and publicity, as well as civil or criminal laws. The marks listed below are trademarks of the Company, its direct or indirect parents, and/or its parent companies, licensors or third party owners. Nothing contained on the Service should be interpreted as conferring by estoppel or otherwise any license or right to use any Trademark. Please note that

the following list of trademarks is updated periodically. Therefore, neither this list or its updates are all-inclusive of all trademarks. For questions regarding any of the marks or the following list of marks, please send your concerns to the following responsible person: **INFINITY SOUL TECHNOLOGY CORP**, [admin@infinitysoul.net](mailto:admin@infinitysoul.net)

The Site and its logo, platforms, and other trademarks used on the Service are trademarks of their respective owners.

#### **4. Legal proceedings for infringement of copyright and intellectual property rights.**

If the Company receives notice claiming that You have engaged in conduct that violates any of the intellectual property rights of the Company or its parent companies, or a third party, or reasonably suspects this, the Company may suspend or terminate Your access to the Service, without notice. If the Company acts under this Section, the Company shall have no liability to you, including for any amounts you have previously paid or any credits you have on the Sites offering the Service.

### **COPYRIGHT INFRINGEMENT**

you may file a notice of infringement under the Digital Millennium Copyright Act ("DMCA") by providing our Designated Agent with the following information in writing (17 U.S.C. 512(c)(3) for details):

- 1.** A physical or electronic signature of the person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
- 2.** Identification of the copyrighted work claimed as infringed, or, if multiple copyrighted works on the **INFINITY** Service are covered by a single notification, a representative list of such works on the **INFINITY** Service.
- 3.** Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material.
- 4.** Information that is reasonably sufficient to allow us to contact you, such as your address, telephone number and an e-mail address.
- 5.** A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- 6.** A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The written notice of the of the alleged infringement must be sent to the following designated agent:

- 1.** Address of Designated Agent: INFINITY SOUL TECHNOLOGY CORP - 80 SW 8TH ST, STE 2000, MIAMI, FL 33130
- 2.** Email of Designated Agent: [admin@infinitysoul.net](mailto:admin@infinitysoul.net)

For a clearer understanding, only DMCA notices must be sent to the Designated Agent. You acknowledge and agree that if you fail to comply with all of the above requirements, your DMCA notification may be deemed invalid.

## PERSONAL INFORMATION

The Company respects User 's privacy and the use and protection of their personal information. In the use of the **INFINITY** service, the User may be asked to provide certain personal information or **INFINITY** may obtain such information from certain third parties, including Third Party Platforms. Collection of information and use policies with respect to the privacy of such personal information are set forth in the Privacy Policy which is incorporated herein by reference. We highly encourage the User to read the Privacy Policy and to use it to make informed decisions. The User acknowledges and agrees that they are responsible for the accuracy and content of the personal information.

## ADVERTISEMENTS

Occasionally, you may choose to communicate or interact with advertisers, sponsors, or promotional partners (collectively, the "Advertisers") found on or through the **INFINITY** service or platform, or obtained through, form or on behalf of Third Party Services (as such term is defined herein). Any communication, interaction and participation is strictly and exclusively between you and such Advertisers, and the Company will not be held liable to you in any way in connection with such activities or transactions (including without limitation, any representations, warranties, covenants, agreements or other terms or conditions that may exist between you and the Advertisers, or any goods or services you may purchase or obtain from any Advertiser)

## THIRD PARTY PLATFORMS, SERVICES, AND CONTENT

The Service may contain links to third-party websites and online services that are not owned or controlled by **INFINITY**. Third Party websites, content, data, information, applications, platforms, goods, services or materials, including Third Party Platforms (collectively, the "Third Party Services") do not constitute an endorsement by **INFINITY** nor incur any obligation or liability.

**INFINITY** does not verify, endorse or hold any responsibility or liability for Third Party Services or the business practices of any third parties (including, without limitation, their privacy policies), regardless of whether **INFINITY'S** logos, trademarks, names, and/or sponsorship or other identification of the **INFINITY** Service appear on the Third Party Services.

Any and all Third Party websites, content, data, information, applications, platforms, goods, services or materials, do not constitute an endorsement by **INFINITY** and **INFINITY** assumes no responsibility or liability for those websites and online services.

## ASSIGNMENTS

These Terms and Conditions, and all rights, licenses and privileges granted herein, may not be transferred or assigned by the User, but may be assigned or transferred by **INFINITY** without restriction and without notice.

## INDEMNITY

You agree to defend, indemnify and hold the company harmless from and against any and all claims, losses, damages, liabilities, deficiencies, judgments, liens, fines, costs and other expenses (including reasonable attorneys' fees) arising out of or in connection with your use of the Service, or any breach by you of these Terms of service, and agree to reimburse the Company, upon request, for any losses, costs or expenses incurred by you on account thereof.

#### DISCLAIMER AND LIMITATIONS OF LIABILITY

**INFINITY** makes no representations or warranties regarding: a) the content provided through the service b) the specific features of the service or its accuracy, reliability, availability or ability to meet your needs c) that any content you submit will be accessible on the service.

**INFINITY** will not be held liable for any loss of profits, revenue, business opportunities, goodwill or anticipated savings; loss or corruption of data; indirect or consequential loss; punitive damages caused by the following:

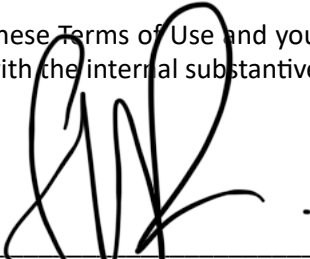
1. Errors, mistakes or inaccuracies in the service.
2. Personal injury or property damage resulting from your use of the service.
3. Any unauthorized access to or use of the service.
4. Any interruption or cessation of the service.
5. Any virus or malicious code transmitted to or through the service by any third party.
6. Any content submitted by a user, including your use of the content.
7. The deletion or unavailability of the content.

#### GOVERNING LAW, MISCELLANEOUS (WARRANTIES)

These Terms and Conditions, together with our Privacy Policy, and any other regulations, procedures and policies to which we refer and which are incorporated by reference, contain the entire understanding and agreement between you and **INFINITY** regarding the service and its use, and supersede all prior or inconsistent understandings relating thereto.

If any provision of these Terms and Conditions of Use is held to be illegal, invalid or unenforceable, this will not affect the other provisions and they will be deemed modified to the extent necessary to make them legal, valid and enforceable.

These Terms of Use and your use of the Service are governed by, construed and enforced in accordance with the internal substantive law of the State of Florida.



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SIMON VASQUEZ ROMERO  
Sole Owner & CEO  
Date: 02 January 2024