# KUENTAB TERMS AND CONDITIONS OF USE

Last updated: September 2026

Welcome to Kuentab.

These Terms and Conditions of Use (the “Terms”) govern access to and use of the digital platform, mobile application, website, and related services operated by Kuentab, S.A.P.I. de C.V. (“Kuentab”).

By registering, accessing, or using Kuentab, the User agrees to be bound by these Terms. If the User does not agree with them, the User must refrain from using the Platform.

## 1. DEFINITIONS

For purposes of these Terms:

“Platform” means the Kuentab digital ecosystem.

“User” means any person who accesses or uses the Platform.

“Group” means a private or public community created within Kuentab.

“League” means a prediction competition within a Group.

“Predictions” means selections, results, or forecasts made by Users.

“Content” means any information, text, image, avatar, reaction, comment, or material posted by Users.

## 2. NATURE OF THE PLATFORM

Kuentab is a digital platform for entertainment, social interaction, and tracking of sports predictions.

Kuentab:

IS NOT a sportsbook; IS NOT a casino; DOES NOT organize gambling activities; DOES NOT administer bets among Users; DOES NOT guarantee prizes; DOES NOT act as a financial intermediary; DOES NOT hold or custody Users’ funds or financial resources.

The Platform is exclusively for recreational, social, and statistical purposes.

Any private agreement entered into between Users outside the Platform shall be the sole responsibility of such Users.

## 3. USE REQUIREMENTS

Use of Kuentab is exclusively limited to persons over 18 years of age who have sufficient legal capacity.

By using the Platform, the User represents and warrants:

that the User is of legal age; that the information provided is truthful; that the User will use the Platform in accordance with the law and these Terms.

Kuentab may suspend or delete accounts that violate this provision.

## 4. REGISTRATION AND ACCOUNTS

To access certain functionalities, the User must create an account using email, social authentication, or any method enabled by Kuentab.

The User is responsible for:

maintaining the confidentiality of their credentials; all activities carried out through their account; notifying Kuentab of any unauthorized access.

Kuentab may suspend, restrict, or cancel accounts when it detects:

fraudulent use; identity impersonation; improper manipulation; abuse of the Platform; violation of these Terms.

## 5. GROUPS AND LEAGUES

Users may create, administer, or participate in Groups and Leagues within the Platform.

Group administrators shall be responsible for:

inviting participants; managing settings; managing internal activities; moderating Content within their Groups.

Kuentab shall not be responsible for:

conflicts between Users; private agreements; external collections or charges; prizes; disputes arising from activities organized by Users.

## 6. PREDICTIONS AND RESULTS

Predictions made by Users are exclusively for recreational purposes.

Kuentab does not guarantee:

absolute accuracy of sports information; continuous availability of data; absence of errors; real-time updates.

Results, rankings, statistics, and scores may depend on:

manually entered data; external providers; sports APIs; League settings; rules established by administrators.

Kuentab may correct errors, recalculate results, or modify scores when necessary for technical, operational, or Platform integrity reasons.

**7. PROHIBITED CONDUCT**

The User agrees NOT to:

use the Platform for unlawful purposes; harass, threaten, or insult other Users; publish offensive, discriminatory, or illegal Content; engage in fraud or manipulation of results; attempt to compromise security or infrastructure; use bots, scraping, or unauthorized automation; commercialize access or accounts; infringe third-party rights; use the Platform to operate illegal betting activities.

Kuentab may remove Content, restrict functionalities, or cancel accounts without liability.

**8. USER-GENERATED CONTENT**

The User retains rights to the Content they publish.

However, by using the Platform, the User grants Kuentab a non-exclusive, worldwide, royalty-free, and revocable license to:

store; reproduce; display; adapt; distribute; such Content solely for purposes related to the operation and promotion of the Platform.

The User warrants that they have the necessary rights to the Content they share.

**9. INTELLECTUAL PROPERTY**

All rights relating to:

software; design; interface; trademarks; logotypes and logos; functionalities;

databases; Kuentab’s own Content; are the exclusive property of Kuentab or its licensors.

The following are prohibited:

reproduction; distribution; reverse engineering; commercial exploitation; unauthorized modification; of any element of the Platform.

Certain information available within Kuentab, including, without limitation, team names, player names, league names, sports schedules, results, statistics, images, logos, emblems, trademarks, distinctive signs, and other content related to sporting events (“Third-Party Sports Content”), may be provided by external providers, public sources, technological integrations, or sports APIs.

Such Third-Party Sports Content is displayed exclusively for informational, descriptive, identification, and entertainment functionality purposes.

Kuentab does not claim ownership of any trademarks, logos, images, trade names, copyrights, or other intellectual property rights belonging to third parties. Such rights belong exclusively to their respective owners.

The availability of Third-Party Sports Content within Kuentab does not imply sponsorship, association, affiliation, authorization, collaboration, or endorsement by any sports league, federation, team, player, association, brand, or organization, unless expressly stated otherwise.

The User acknowledges that certain content provided by third parties may be subject to restrictions, additional terms, or rights belonging to third parties.

Kuentab may modify, replace, or remove any Third-Party Sports Content when necessary for legal, contractual, commercial, or operational reasons.

## 10. SERVICE AVAILABILITY

Kuentab does not guarantee uninterrupted availability of the Platform.

The Platform may experience:

maintenance; updates; interruptions; errors; technical failures; outages of third-party services.

Kuentab may modify, suspend, or discontinue functionalities at any time.

## 11. THIRD-PARTY SERVICES AND TECHNOLOGIES

The Platform may integrate with third-party services, including: authentication providers; cloud services; sports APIs; analytics tools; notification services; communication platforms.

Kuentab shall not be responsible for: third-party failures; unavailability; errors in external data; changes to third-party policies.

Likewise, the User acknowledges that certain sports information available within the Platform may originate from external providers; therefore, Kuentab does not guarantee ownership, permanent availability, absolute accuracy, or continuity of such content, which shall be subject to the applicable commercial and legal terms of such providers.

## 12. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Kuentab shall not be liable for:

indirect losses; loss of profits; loss of data; damages arising from use of the Platform; decisions made based on predictions; private agreements between Users; conduct of third parties; technological interruptions; errors in sports information.

The User uses the Platform at their own risk.

## 13. PRIVACY

The processing of personal data is governed by Kuentab's Privacy Notice, available within the Platform.

## 14. SERVICE COMMUNICATIONS

By creating an account and using Kuentab, the User agrees that Kuentab may send electronic communications directly related to the User's operation, use, and participation in the Platform.

These communications may include, among others:

These communications may include, among others:
a) reminders to make or complete predictions before the start of a sporting event;
b) reminders related to prediction pools, Leagues, or Groups in which the User participates;
c) notices regarding results, closing times, updates, or material changes to prediction pools or Leagues;
d) notifications related to the User's activity within the Platform; and
e) other messages necessary or reasonably related to the provision and operation of Kuentab's services.

These communications are operational, functional, or transactional in nature and do not constitute advertising or marketing communications, provided that their content is limited to information related to the services used by the User.

The User may disable these communications at any time through the options available in their account or through the cancellation mechanism included in emails. Disabling these communications will not result in deletion of the account and will not prevent Kuentab from sending communications strictly necessary for security, account administration, compliance with legal obligations, or the essential operation of the Platform.

Any promotional, advertising, or marketing communication shall be subject to the applicable communication preferences and, where applicable, to the consent and objection mechanisms provided in the Privacy Notice and applicable law.

**15. AMENDMENTS**

Kuentab may modify these Terms at any time.

Amendments shall become effective upon publication within the Platform or through official channels.

Continued use of the Platform shall constitute acceptance of such amendments.

**16. TERMINATION**

Kuentab may suspend or terminate access to the Platform at any time when:

there is a violation of these Terms; suspicious activity is detected; there is a legal or technical risk; it is necessary to protect the Platform or Users.

The User may stop using the Platform at any time.

**17. GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by the laws of the United Mexican States.

Any dispute shall be submitted to the competent courts of the City of Monterrey, Nuevo León, Mexico, and the parties waive any other jurisdiction that may otherwise correspond to them.