



## SERVICE TERMS AND CONDITIONS

Thank you for being here. Below you will find the "**Terms and Conditions of the Academic Offer**" (hereinafter "**Terms**") of **AZC Servicio de Alimentos, S.A.S. de C.V.** (Hereinafter "**Exploravid**"), a legally incorporated company under the laws of Mexican territory. We wish you have an unforgettable experience in order to maintain your preference. These "**Terms**" govern the relationship of any person who hires the services of "**Exploravid**" (who will have the status of student), so it is mandatory to read, understand and accept them, in accordance with the following:

### TERMS AND CONDITIONS OF THE ACADEMIC OFFER

#### I. GENERAL

These "**Terms**" have been written in a simple and friendly language, in order to facilitate their reading and understanding, however, there may be legal terminology, essential to determine the rights, obligations, conditions and scope of service of "**Exploravid**".

"**Exploravid**" declares that it is a company that supports the dissemination of knowledge and the study of the environment and nature of wine. In this sense, it is a **Wine in Moderation** supporter, a European organization dedicated to promoting responsible, conscious, and informed wine consumption and consequently avoid excess.

The academic offerings of "**Exploravid**", which may include but are not limited to courses, workshops, diploma courses, trainings, consultancies, conferences, collaborations and/or certifications, are specifically aimed at people of legal age (18 years old according to Mexican law)<sup>1</sup> and interested in the world of wine. "**Exploravid**" is a certified educational provider of the **Wine & Spirit Education Trust (WSET)**<sup>2</sup>, so it has offerings and educational programs of this Organization and others owned by "**Exploravid**", all related to the study and nature of wine. Additionally, "**Exploravid**" may add, as it deems appropriate, other courses or certifications from other acknowledged organizations in the sector, which will be informed in the media where "**Exploravid**" offers them. The modalities will be in-person and/or virtual learning through different platforms (venues, virtual classes or classrooms, webinars, self-study) according to the schedules and timetables published by "**Exploravid**" and **WSET**.

The courses, workshops, diploma courses, trainings, consultancies, conferences and/or certifications from "**Exploravid**" will be provided mostly by Adriana Zazueta, who has extensive experience in the field as well as certifications in the following categories: a) **WSET** level 4 Diploma in Wines; b) **WSET** Educator Certification; c) French Wine Scholar FWS; and d) Certified Sommelier CMS. She also has had a successful career of more than 30 years in the restaurant industry. However, the courses may also be taught, with prior notice by certified wine experts.

#### II. OF THE ACADEMIC OFFERING

1. The opening of the academic offerings imparted by "**Exploravid**" is subject to a minimum of 8 participants. If this limit is not met, the service cannot be provided.

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<sup>1</sup> In case of foreign students, it is advisable to verify the regulations of their country.

<sup>2</sup> London-based organization, internationally recognized for qualifications (specialized training to perform a professional activity, RAE) in wines, spirits and sake. It is a worldwide benchmark for the wine industry.



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2. “**Exploravid**” has courses for people who do not have any knowledge of wine, nevertheless, from the third level on, in any modality, “**Exploravid**” may require prior knowledge, for which it may apply a placement test<sup>3</sup>.
3. The academic offering consists of:

<b>WSET Level 1 Award in Wines</b> <i>In-person</i>
<b>WSET Level 1 Award in Wines</b> <i>Online (classrooms or self-learning on the WSET platform).</i>
<b>WSET Level 2 Award in Wines</b> <i>In-person</i>
<b>WSET Level 2 Award in Wines</b> <i>Virtual by Zoom</i>
<b>WSET Level 2 Award in Wines</b> <i>Online (classrooms or self-learning in the WSET platform).</i>
<b>WSET Level 3 Award in Wines</b> <i>In-person</i>
<b>WSET Level 3 Award in Wines</b> <i>Virtual by Zoom</i>
<b>WSET Level 3 Award in Wines</b> <i>Online (classrooms or self-learning in the WSET platform).</i>
<b>WSET Level 1 Award in Sake Online</b> <i>(Only self-learning on the WSET platform)</i>
<i>Other courses, workshops, diploma courses, trainings, consultancies, conferences, collaborations and/or “Exploravid” certifications. The syllabus will be shared with the student in a timely manner.</i>

4. The costs of educational services will be shared with the student once they contact “**Exploravid**” and indicate their interest in a course, as explained in the **REGISTRATION** chapter.
5. Included but not limited to, the programs and their content, the material, the certifications, the exams, the modalities, the levels, and the venues are linked to the approval of **WSET**, this is why the timetable of the academic offering is not subject to changes. When applicable, all matters related to cancellation and/or rescheduling must be subject to the terms of the “**Exploravid**” **Cancellation Policy**.
6. “**Exploravid**” requests that the student properly verifies the course they will take, since once the payment has been made, there will be no changes.

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<sup>3</sup> The placement test will consist of 40 multiple-choice questions to be completed in an estimated time of 50 minutes. 70% approval rate is required to enter the third level.



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7. The student can choose the language, either English or Spanish. If a different language is required, please contact Adriana Zazueta at [hola@exploravid.com](mailto:hola@exploravid.com) or [azazueta@exploravid.com](mailto:azazueta@exploravid.com).
8. For the **WSET** qualifications, the student will receive a certification only when achieving a passing score. According to "**Exploravid**" specifications, the student may as well receive a **WSET** representative pin. Regarding own academic offerings of "**Exploravid**", an Accreditation Diploma may be awarded. Due to the importance of the Certificate or Diploma, (as appropriate), in order to deliver the document(s), students residing in Mexico City must present themselves (previous appointment) at the offices of "**Exploravid**" (without exception since documents cannot be delivered to third parties). The document(s) will be delivered via certified courier service selected by "**Exploravid**" in the case of students residing in other places. Foreign students must cover the cost of the international courier service.
9. "**Exploravid**" welcomes all students interested in its academic offerings, regardless of their ethnicity, nationality, skin color, language, gender, age, special needs, physical appearance, health condition, religion, ideology, sexual orientation, tattoos, or any other reason.
10. "**Exploravid**" will pursue equal opportunities and no discrimination, therefore, in case of having any impairment or limitation (special needs) and requiring any reasonable adaptation, the student may declare it in writing on the registration form and thereby give consent to store this sensitive treatment data as well as "**Exploravid**" along with **WSET** to perform the appropriate actions for the evaluation and substantiation of such situation. "**Exploravid**" may request support documentation and/or evidence to share with **WSET**. Such declaration shall be made at least 5 weeks prior to the beginning of the course(s) and/or exam(s) in which the student will be participating. Reasonable adaptations and circumstances will be evaluated on a case-by-case basis, for further information please contact Adriana Zazueta via [hola@exploravid.com](mailto:hola@exploravid.com) o [azazueta@exploravid.com](mailto:azazueta@exploravid.com). The processing of this information will be in light of what is stipulated in the "**Exploravid**" **Privacy Notice**. The reasonable adaptations cannot, for any reason, foster a differential advantage with the rest of the students.
11. It is strictly forbidden that students record the classes offered by "**Exploravid**" in any modality.

### III. REGISTRATION

**Note:** "**Exploravid**" cannot register minors. If the registration of a person in such circumstance is detected, it will be automatically void. In this case, no reimbursement will be made. Additionally, "**Exploravid**" reserves the right to perform the appropriate legal actions. Pregnant women and/or people with allergies must consult their doctor and "**Exploravid**" disclaims any responsibility.

The registration process for every modality will be conducted in accordance with the following:

- a) Contact "**Exploravid**" via its website [www.exploravid.com](http://www.exploravid.com), email [hola@exploravid.com](mailto:hola@exploravid.com) or [azazueta@exploravid.com](mailto:azazueta@exploravid.com), call +52 5527588034 or through social media accounts (Facebook *Exploravid*, Instagram *exploravid* y LinkedIn *Exploravid*).
- b) Request information regarding the academic offering such as costs, course quota, characteristics, programs, certification and/or timetables, in order for the student to select the one they are interested in. From level 3 onwards, previous knowledge will be requested,



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for which a placement test will be conducted as explained above. “**Exploravid**” will send the information to the student as well as the following documents: a) Registration Form; and b) Letter of Intent.

- c) The student must read the “**Privacy notice**”, these “**Terms**”, as well as the “**Cancellation Policy**”, which will allow them to get to know in detail the scope of the academic service contract with “**Exploravid**”. All these documents can be accessed freely on the website [www.exploravid.com](http://www.exploravid.com), or you may request to receive them via email.
- d) The payment methods are:

Wire transfer/Bank Deposit	Debit/Credit Card Payment
Banking institution: _____ Name on the account _____ Account: _____ CLABE (Transfer code): _____ _____	<ul style="list-style-type: none"> <li>• Payment gateway Paypal, and/or Clip terminal or Payment link.</li> <li>• Ask about participating cards, commission charges, restrictions, and seasonality.</li> <li>• Interest-free monthly payments and exclusive promotions. Restrictions apply.</li> </ul>

In any case, the student must have paid in full the course fee prior to the exam. In the case of interest-free monthly payments, the student must have completed the last payment of the established fee prior to the exam, which would finalize the course. If the course is not paid in full, the student will not be entitled to the exam. Transactions will be made in a secure environment, complying with all the security measures and parameters established by each payment gateway and banking institutions.

- e) Registration will be finalized once “**Exploravid**” receives the **Registration Form** (can be done through Google forms, printed and/or digital), the **Letter of Intent** (both must be duly completed) and the corresponding **payment** per student (proof of transfer, deposit or credit card payment must be sent to “**Exploravid**”). The student must send the information and proof of payment to the email addresses [hola@exploravid.com](mailto:hola@exploravid.com) or [azazueta@exploravid.com](mailto:azazueta@exploravid.com) or by WhatsApp text to +52 5527588034, preferably in PDF, Word o JPG files. If the above is not verified, the student will not be able to join the sessions of any academic offer of “**Exploravid**”. Filling out the form and the letter of intent does not guarantee the enrollment of the student.
- f) Once the actions in section (e) have been completed, “**Exploravid**” will send a confirmation and welcome email. In the online modality (classrooms or self-study on the **WSET** platform), the registered student will additionally receive the required technical and computer specifications<sup>4</sup> to access and register their user in the **WSET** or digital platform. Additionally, a password may be needed, and it will be within the responsibility of the student to create it, protect its confidentiality, use it, and avoid its transfer for any reason.

<sup>4</sup> “**Exploravid**” will not be for any reason held responsible for any computer damage caused to the equipment of the student, nor those resulting from failures, cookies, omissions, interruptions, blockages or electrical or other disconnections, viruses or malicious programming and/or improper application and/or use of the programs, web browsing or equipment.



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- g) In the case of **WSET** qualifications, the student will receive a unique and non-transferable student ID which will identify them as a student from that organization.
- h) The delivery of the relevant material (books and/or wine set) for each academic offering will be responsibility of "**Exploravid**". Material is elaborated, authorized, and provided by **WSET** by request of "**Exploravid**" and/or prepared by "**Exploravid**" in the case of its own programs. In the in-person modality, the material will be delivered to the student during the first session according to the corresponding venue. For the online modality, the material will be sent to the registered address of the student<sup>5</sup>. In both cases, reception of the material must be confirmed to "**Exploravid**"<sup>6</sup>. The student must be formally registered at least 10 days prior to the beginning of each program so that "**Exploravid**" can deliver the material timely and in due form.
- i) Once enrolled, no changes of level or modality will be accepted. For more information or questions, contact Adriana Zazueta at [hola@exploravid.com](mailto:hola@exploravid.com) or [azazueta@exploravid.com](mailto:azazueta@exploravid.com) and/or call +52 5527588034.
- j) For invoicing purposes, since the prices do not include VAT, the student must cover 16% for this concept. Likewise, the student must provide their fiscal data to the email [hola@exploravid.com](mailto:hola@exploravid.com) or [azazueta@exploravid.com](mailto:azazueta@exploravid.com). It is important that the student and/or interested parties request the invoice with at least one day prior to the end of the current month in which "**Exploravid**" service is performed; otherwise, the invoice cannot be issued.

#### IV. OF THE EXAMINATIONS

- a) In order to take an exam, the student must submit an updated official identification (the copy attached to the letter of intent can be used). Failure to do so will disable the student to take the exam. The exam instructor will indicate the students the established **WSET** guidelines for the correct implementation of the evaluation; however, the following are included, but not limited to: 1) The student must assert their identity with an updated official identification; 2) Once the exam session has started, students may not leave and re-enter the evaluation room; 3) The student must sign the registration list and thus verify that their information is correct; 4) The student must start the exam only when the instructor indicates so; 5) Students must arrive on time to the exam in order to be able to complete it within the established time frame; if they arrive late, the instructor may admit the student as long as others are not affected and no student has finished and left the exam room; 6) If a student shows suspicious behavior, their exam will be removed; 7) The student may not consult any type of material by

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<sup>5</sup> The shipment of the material will be subject to the terms and conditions of the chosen courier service. However, "**Exploravid**" will make sure that the ideal packaging is provided to avoid any damage to the material. "**Exploravid**" will record the necessary evidence to prove, at the shipment date, the optimal condition of the material (new). In case of any controversy related to this subject, the provisions indicated above will apply. However, you may contact Adriana Zazueta at [hola@exploravid.com](mailto:hola@exploravid.com) or [azazueta@exploravid.com](mailto:azazueta@exploravid.com) and/or call +52 5527588034.

<sup>6</sup> If applicable, it will be responsibility of the student to ensure that they or the authorized person to receive the material are available at the place, time and date indicated (business days and hours) for delivery. Once the material has been handed over to the student or the authorized person, "**Exploravid**" will not be held responsible for any loss or deterioration; it will be considered negligence of the student and/or the authorized person and therefore "**Exploravid**" will not replace the material. In the event that the student and/or the authorized person are not available at the place, time and day set for the material reception, it will not be delivered, "**Exploravid**" will not be able to schedule another delivery date and the student will be held responsible for the subsequent expenses.



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any means; 8) Students may not communicate during the exam or share answers; 9) The student may not photograph the exam nor the room where the evaluation is taking place; 10) Electronic devices may not be used (among others, smart phones, tablets, notebooks), these must not be placed on the table where the exam is being taken, they must be turned off and out of sight; 11) Dictionaries of any kind may not be used nor audible alarms in clocks; and 12) Students may not disclose the content of the exams (questions and partial or complete answers) to third parties by any means.

- b) The examination(s) will be the only means to accredit each of the levels and programs of the academic offering of "**Exploravid**". The registration fee for each course (level) includes a first attempt at the exam, which in case of achieving a passing score will be reflected by obtaining a certification number<sup>7</sup> issued by **WSET** and/or an accreditation diploma in the case of an "**Exploravid**" program. If the student does not pass the test(s), specifically in the case of **WSET** qualifications, they will not be able to receive any accreditation document and may try again (with no limit), as long as the corresponding costs for each attempt are met, depending on the course/level certification and according to the following prices:

<b>WSET Level 1 Award in Wines In-person</b>	<b>\$ 3,600.00 Mexican pesos</b>
<b>WSET Level 1 Award in Wines Online</b> (classrooms or self-learning on the <b>WSET</b> platform).	
<b>WSET Level 2 Award in Wines In-person</b>	<b>\$ 4,200.00 Mexican pesos</b>
<b>WSET Level 2 Award in Wines Online</b> (classrooms or self-learning on the <b>WSET</b> platform).	
<b>WSET Level 3 Award in Wines In-person</b>	<b>Unit 1</b> <b>Theory \$ 5,000.00 Mexican pesos</b> <b>Tasting \$ 2,000.00 Mexican pesos</b>
<b>WSET Level 3 Award in Wines Online</b> (classrooms or self-learning on the <b>WSET</b> platform).	
<b>Sake Online</b> (Only self-learning on the <b>WSET</b> platform)	<b>\$ 3,600.00 Mexican pesos</b>
Other " <b>Exploravid</b> " courses	<b>Not Applicable</b>

**Note:** Prices are subject to change with no prior notice. Costs are set in local currency. VAT not included. The examination dates will be scheduled according to **WSET** availability. "**Exploravid**" will inform the options to the student.

- c) The scheduled dates for each exam are known by the student since their registration date. These have been set and approved by **WSET** and may not be suspended, postponed, or reprogrammed under any circumstance.
- d) In order to accredit the courses, for no reason can only taking the exam(s) is enough; it is compulsory, by **WSET** requirement, to comply with the attendance to the scheduled classes

<sup>7</sup> When achieving a passing score, the certificate will be issued in accordance with what is indicated in numeral **8**, section **II. OF THE ACADEMIC OFFERING**.



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for each academic offering of "**Exploravid**" for the sake of disseminating knowledge and ethical and responsible wine education.

- k) For each examination level, whether in-person or online (classrooms or self-learning in the **WSET** platform), the necessary guidelines will be provided to adequately take the exam as well as an ID number for the identification of the student. Additionally, a password may be needed, and it will be within the responsibility of the student to create it, protect its confidentiality, use it, and avoid its transfer for any reason. If the student fails to comply with these rules, they will be subject to the following measures, which may include but not be limited to: a) Termination of the exam(s), regardless of the percentage of answered questions; b) Cancellation of their registration and/or previous certifications; c) Lose their rights for reimbursement and/or accreditation, among others.
- e) If the student does not achieve a passing score for the qualifications at any level, they may appeal to **WSET** and request a review of the exam(s), according to the procedure and costs detailed in the **APPEALS** chapter.

### V. OF THE MODALITIES AND VENUES

As detailed in this document, "**Terms**", "**Exploravid**" has an academic offer in the modalities of in-person and online (classrooms or self-learning on the **WSET** platform) that will be defined in the program of each level or course. Both can be taken in an intensive format. The student must choose the one they prefer, according to the availability of "**Exploravid**". Once the modality has been chosen, it cannot be modified since each one entails a different management.

**NOTE:** In the event that the Mexican sanitary measures resulting from SARS-CoV.2 (COVID19) promote new provisions related to the warning and fighting systems against the virus, in order to comply with what is determined by the authorities, in-person classes that cannot be carried out in the venues of the courses will be adapted into a virtual/online format for their realization and completion. **WSET** qualifications will additionally require the approval of that organization.

"**Exploravid**" states that its formal and fiscal headquarters office is located at **Paseo de la Reforma 231, second floor, Col. Renacimiento, Del. Cuauhtémoc, Zip code 06500, CDMX**. However, "**Exploravid**" may provide its academic offerings in different touring venues, located in Mexico that need to be authorized by **WSET**, prior involvement of "**Exploravid**". In this regard, "**Exploravid**" will necessarily conduct a site visit in the prospect venue in order to take photographs and video of its facilities. These will serve as evidence that will be shared for the analysis and approval of **WSET** (scheduling inspections will be subject to the agendas of "**Exploravid**" and the owner/ legal representative of the venue). If **WSET** grants authorization, "**Exploravid**" will inform of this decision to the owner/legal representative of the venue in order to negotiate the academic services provided by "**Exploravid**". The validity of the authorized touring venues will not expire as long as there are no substantial modifications to the facilities, otherwise, they will be subject to a new approval process.

"**Exploravid**" disclaims any liability caused by the carelessness or negligence of any person who represents or is linked to the touring venue as well as any legal, civil, criminal, labor, administrative responsibility and/or of any kind, accident claims and/or injuries that may occur during the academic delivery of "**Exploravid**". "**Exploravid**" will provide the guidelines and characteristics signed by **WSET** for enabling the place of study within the touring venue. If any adjustments are





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required, these will be the responsibility of the owner and/or legal representative of the touring venue. The owner/legal representative of the venue will be liable for their updated fiscal obligations and compliance with the respective legal provisions in place in Mexico such as having the proper operating license that considers the sale of alcoholic beverages and/or the required permits, releasing “**Exploravid**” from any responsibility or procedure. “**Exploravid**” may agree on payment or compensation in kind for the rental of the touring venue, which will be settled and approved by the parties. “**Exploravid**” will be responsible of authorizing any advertising, images, texts, slogans, photographs and/or videos that the parties may use jointly in all media.

“**Exploravid**” will not generate any type of labor relationship or legal obligation with any of the persons related to the touring venue and shall not be held responsible for any liability whatsoever.

The touring venue may not request “**Exploravid**” any additional payments derived from the use and wear of the facilities as a consequence of the delivery of the academic offering.

#### **VI. OF THE WSET LICENSE**

“**Exploravid**” declares that on the effective date of these “**Terms**”, it has complied with the rigorous accreditation and quality process of **WSET**, so that so that “**Exploravid**” is an official independent teaching center of **WSET**<sup>8</sup> denominated *Approved Programme Providers (APP)*, and it is consequently qualified to provide the courses and certifications above described in these “**Terms**”. The license has jurisdiction over any place or location within Mexico. “**Exploravid**” will endeavor to update and adjust its services in accordance with the provisions of **WSET**, as well as with any progress in knowledge and technology related to the wine environment.

#### **VII. COPYRIGHT AND SOCIAL MEDIA INTERACTIONS**

This website [www.exploravid.com](http://www.exploravid.com) and its entire contents, as well as the trade names, slogans and logos of “**Exploravid**” and “**WSET**” (trademarks, each with its corresponding ownership), are protected under copyright and industrial property laws in the respective countries of origin of “**Exploravid**” and “**WSET**”, as well as any applicable international agreements on the subject, so they may not be used, in any form, by no third party. Material and programs of “**Exploravid**” and **WSET** are intellectual property protected by the aforementioned laws, so it is forbidden to any person, the modification, total or partial reproduction, by any form, purpose or means (electronic, mechanical, visual, audiovisual, etc.), for any use, disclosure and/or storage. “**Exploravid**”, at any time, may update, modify, or renew the content and use of this site, reserving the right and the pertinent actions to safeguard its trademark and intellectual interests.

However, students who obtain a **WSET** qualification certificate, **WSET** pin and/or “**Exploravid**” diplomas (hereinafter “**Qualifications**”), may refer to such “**Qualifications**” in whole or in part, by any form of communication. In addition, by obtaining the “**Qualifications**”, the student may use the **WSET** and “**Exploravid**” logos. The references to the “**Qualifications**” and logos must be subject to the following guidelines established by **WSET**, such as but not limited to: a) The “**Qualifications**” are for personal use and should not be transferred in any way; b) The “**Qualifications**” and logos should not be used or referred to for purposes contrary to **WSET** and “**Exploravid**”; c) The use of the “**Qualifications**” and logos, in any media, should safeguard the reputation and prestige of **WSET** and

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<sup>8</sup> **WSET** refers to “**Exploravid**” as an educational provider on their website [www.wsetglobal.com](http://www.wsetglobal.com).





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“**Exploravid**”; d) References shall not imply that the holder of the “**Qualifications**” represents the opinion or ownership of **WSET** and “**Exploravid**”; e) The “**Qualifications**” shall be accurately referenced, correctly specifying their name; f) Misleading references shall not be published; and g) If inappropriate use of the logo and “**Qualifications**” is identified, **WSET** and “**Exploravid**” may take appropriate legal action. For any other form of reference or use of “**Qualifications**” and logos, written permission from **WSET** and “**Exploravid**” must be sought.

“**Exploravid**” promotes freedom of expression, however, it also calls for an atmosphere of respect within a framework of healthy coexistence. In this sense, if there are enough reasons to determine that any comment or post linked to this site and/or the social media of “**Exploravid**” and the accounts and/or references of students and/or any person who signs a service with “**Exploravid**” do not comply with these “**Terms**”, the healthy coexistence, cordiality and respect, or that infringe any current and/or applicable legislation in Mexico, or incur in defamation or damage to third parties without the need for prior trial, will be partially or totally removed.

#### **VIII. COMPLAINTS, APPEALS AND SUSPENSIONS**

Below, we inform the provisions and procedures for the resolution of complaints and appeals:

In the case of complaints, the student holder of the rights (must have reliably certified their enrollment in “**Exploravid**”), must prove their identity (updated official identification) and send their written complaint with an autographed signature in a Word or PDF format to Adriana Zazueta to the following email addresses: [hola@exploravid.com](mailto:hola@exploravid.com) or [azazueta@exploravid.com](mailto:azazueta@exploravid.com). The student must call +52 5527588034 to verify the receipt of the submission. The complaint will include the full name of the student, contact information and a brief, well-founded and motivated account, as well as the people involved and the corresponding evidence. “**Exploravid**” will treat this information confidentially, without prejudice to the student; notwithstanding this, it will not be able to respond to anonymous complaints. “**Exploravid**” will send the resolution to the email address of the student.

Appeals will only apply to issues concerning the exam(s) provided by **WSET**, organization that has in place its own procedures for handling appeals. Adriana Zazueta will function as liaison between the student and **WSET**. In this sense, the student holder of the rights (must have reliably certified their enrollment in “**Exploravid**”), must prove their identity (updated official identification) and may send their written appeal with an autographed signature in a Word or PDF format to Adriana Zazueta to the following email addresses: [hola@exploravid.com](mailto:hola@exploravid.com) or [azazueta@exploravid.com](mailto:azazueta@exploravid.com). The student must call +52 5527588034 to verify the receipt of the appeal. The appeal must include the full name of the student, contact information and a brief, well-founded motivated account, course level, modality as well as the evidence and corresponding payment (the fee is appraised by **WSET**; without payment, the appeal cannot be initiated). Additionally, “**Exploravid**” will provide continuation forms during the process and may request the correction or further information, as requested by **WSET**. Invariably, an examination attempt must have been made with a failing result, there will not be appeals on passing scores. “**Exploravid**” will initiate communication with **WSET** and the progress and resolution of the appeal will be shared with the student. All communications will be performed via email.

Additional considerations:

- The **WSET** appeal processes are called: *Enquiry and Feedback Form* and *Appeal Against Enquiry Application Form*.



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- The *Enquiry and Feedback Form* must be initiated no later than six weeks from the date of examination, otherwise, the action will have prescribed.
- The *Appeal Against Enquiry Application Form* will only apply when the student is dissatisfied with the resolution of the *Enquiry and Feedback Form*. It must be filed within 10 business days after the notification of the resolution of the *Enquiry and Feedback Form*, otherwise the action will prescribe.
- The *Enquiry and Feedback Form* and the *Appeal Against Enquiry Application Form* have a processing fee, which will be detailed and confirmed below and, in the forms, provided by “**Exploravid**”. Applies to all levels in any modality. The forms must be completed by the student and submitted in a timely manner. The fees are as follows:

<i>Enquiry and Feedback Form, Appeal Against Enquiry Application Form, Levels 1 and 2, for each process.</i>	<b>\$ 2000.00 Mexican pesos</b>
<i>Enquiry and Feedback Form, Level 3, for each unit.</i>	<b>\$ 3000.00 Mexican pesos</b>
<i>Enquiry and Feedback Form and Appeal Against Enquiry Application Form, Level 3.</i>	<b>Unit 1 \$4,900.00 Mexican pesos Unit 2 \$3,500.00 Mexican pesos</b>

**Note:** Prices are subject to change with no prior notice. They are stated in local currency. If the student pays in US dollars, the exchange rate will be determined by Banco de México at the date of the transaction (purchase and/or contractual). Prices do not include VAT.

- If the student is not satisfied with the resolutions, they may send a complaint to **WSET** Quality Assurance Team to the email [qa@wsetglobal.com](mailto:qa@wsetglobal.com), who will intervene as an appeal authority. The decision of such team is indisputable. All actions will be kept confidential; however, anonymous complaints cannot be acted upon.
- “**Exploravid**” and the student can request an investigation before **WSET** Quality Assurance Team at [qa@wsetglobal.com](mailto:qa@wsetglobal.com), by virtue of witnessing and having evidence of malpractice or mismanagement, these being deemed to mean negligence and non-compliance of **WSET** policies and procedures, either accidentally or unintentionally. Examples of these activities, such as but not limited to are: a) Late registration of students; b) Fraudulent use of certificates; c) Inappropriate behavior during examination; d) Unsafe storage of assessment materials; e) Impersonation and/or fraudulent use of signatures; f) Misleading advertisement, among others. Penalties will be considered on a case-by-case basis, which could result in cancellation of **WSET** qualification certificate(s) and/or loss of **WSET** qualification license, among others.
- “**Exploravid**” and the students shall at all times seek to avoid a conflict of interest, being deemed to be the potential effect to an impartial and objective performance of responsibilities due to personal, family or business interests and/or in activities related to the



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evaluation or **WSET** qualifications, for example, such as but not limited to: a) When the same person performs the role of counseling students and of being involved in formulating exam questions; b) When a person involved in the assessment process has a tutoring role of students; c) When the person in charge of formulating exam questions, participates in the preparation of the students; d) Any person who cannot act impartially in the investigation of an incident; e) If a person hires an APP<sup>9</sup> while they are performing an Internal Advisor role in a different APP<sup>10</sup> ; and f) The commitment of taking a **WSET** qualification by an individual employed by the APP<sup>11</sup> or **WSET**. In this regard, conflicts of interest will be managed and considered on a case-by-case basis. Assuming that a student considers that a conflict of interest exists, they may communicate it to [hola@exploravid.com](mailto:hola@exploravid.com) or [azazueta@exploravid.com](mailto:azazueta@exploravid.com).

Regarding Suspensions, "**Exploravid**" reserves the right to suspend or cancel the registration and access of the student, in any academic offering and modality, by virtue of:

- Failure to formally comply with the registration procedure.
- Failure to make the corresponding payment.
- For partial or complete failure to meet these "**Terms**".
- In case of insult and/or slander or lewd actions of any kind, to any person associated with "**Exploravid**".
- In case of submitting misleading information, apocryphal documentation and/or performing illegal actions.
- For impersonation.
- By legal mandate.
- In the case of online modalities, the user registered on the **WSET** platform will be also canceled.
- For fully and/or partially recording classes or sharing or posting test questions and answers.

### IX. ACCEPTANCE, UPDATES AND MODIFICATIONS OF TERMS AND CONDITIONS

It is important that any person interacting with "**Exploravid**" and/or browsing the website [www.exploravid.com](http://www.exploravid.com), understands these "**Terms**", as they are the reference for contracting and the implications of our services, so by remaining on this site, you assume their acceptance. In addition to these "**Terms**", we also publish a **Privacy notice**, as well as a **Cancellation Policy**, that will be deemed entirely reproduced herein to the letter, so we recommend you to read them on [www.exploravid.com](http://www.exploravid.com) and/or request them to the emails [hola@exploravid.com](mailto:hola@exploravid.com) or [azazueta@exploravid.com](mailto:azazueta@exploravid.com), to better understand how your data is processed and the cancellation procedures.

These "**Terms**" may be updated or modified by "**Exploravid**" in order to keep up with the new legal provisions and/or progress in the knowledge or technology of the wine environment, or also with any

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<sup>9</sup> Approved Programme Providers of **WSET**, in this case, "**Exploravid**".

<sup>10</sup> Idem.

<sup>11</sup> Idem.



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of the topics contained herein. Such changes will be registered through the website [www.exploravid.com](http://www.exploravid.com).

For any controversy derived from the interpretation, application and fulfillment of these "**Terms**", the parties will firstly submit to voluntary conciliation without the mediation of any additional person. Secondly, the parties will submit to the mediation procedure regulated by the *Ley de Justicia Alternativa del Tribunal Superior de Justicia de la Ciudad de México* (Alternative justice Law of the Superior Court of Justice of Mexico City). Lastly, the parties shall be governed by the laws and Courts of Mexico City, waiving any other jurisdiction that may correspond to them for any reason whatsoever.

If you have any questions or comments regarding this "**Terms**", contact us at [www.exploravid.com](http://www.exploravid.com), e-mail [hola@exploravid.com](mailto:hola@exploravid.com) or [azazueta@exploravid.com](mailto:azazueta@exploravid.com) and/or call +52 5527588034.

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