Ingenio con Aguilar

LEGAL DOCUMENT

The rules of this site.

Conditions for accessing and using the site, intellectual property of its content and the framework for hiring our services.

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LAST UPDATED: NOVEMBER 9, 2026

> This document is an informational base prepared for the site. It should be reviewed by a legal professional before final publication. The Spanish version prevails in case of discrepancy.

01 ACCEPTANCE

Scope and acceptance of these terms

These Terms and Conditions govern access to, browsing and use of the Ingenio con Aguilar website (ingenioconaguilar.pages.dev), as well as the general conditions applicable to people who visit it, request information or get in touch through it.

By accessing, browsing or using the site, you acknowledge having read and understood these terms and agree to be bound by them.

02 OWNER

Identification of the owner

The site is operated by Fernando Aguilar Marín, an individual who provides software and web technology services under the trade name Ingenio con Aguilar. For these terms:

- **Ingenio con Aguilar or the Provider:** the individual who owns the business activity identified by that name.
- **User:** anyone who accesses, browses, consults or uses the site.
- **Client:** the individual or legal entity that requests, hires or receives any of the services.
- **Site:** the digital platform, including its pages, forms, demos, content and other elements available on the corresponding domain.

03 PURPOSE

Purpose of the site

The site aims to inform about Ingenio con Aguilar, its services, projects, experience and contact channels, and to let users request information, advice, proposals or quotes.

The published information is informative and commercial; by itself it is not a binding offer, a promise to contract or a commitment to provide services.

04 SERVICES

Description of services

Ingenio con Aguilar may offer, among others, services related to:

- Design, development, publication and maintenance of websites, portals and digital platforms.
- Cross-platform mobile app development.
- E-commerce, administrative systems, databases and analytics dashboards.
- Process automation and API/service integration.
- Domain, DNS, hosting, certificates, backups and technical support.
- Visual identity, brand guides, SEO, analytics and digital presence.
- Consulting, advice and technical guidance for projects.

The services actually available, and their characteristics, scope, deliverables, deadlines and conditions, are set out in the corresponding quotes, proposals or contracts.

05 QUOTES

Information requests and quotes

You may use the contact channels on the site to request information, submit enquiries or ask for quotes. Requesting information or sending data through the site creates no obligation to hire for either party.

Quotes and proposals are subject to the conditions, scope, validity and specifications of each document. If you decide to hire, you must state your acceptance of the proposal and meet the formalisation requirements established.

06 HIRING

Hiring services

Services are provided subject to a contract or to acceptance of the quote, proposal or service order setting out the specific project conditions. These terms do not replace or modify individual contracts signed with clients.

The specific conditions may establish, among other aspects:

- Description and scope of the services.
- Deliverables and their characteristics.

- Timelines and execution dates.
- Fees, deposits and payment terms.
- Review rounds, approval and delivery of the work.
- Conditions for modification, suspension or termination.
- Post-launch support period.

If these terms contradict the contract or specific document formalised with the client, the latter prevails with respect to the contracted service.

07 USERS

User obligations

You agree to use the site lawfully and responsibly, in line with applicable provisions, and to refrain from:

- Using it for unlawful, fraudulent purposes or contrary to good faith.
- Providing false, incomplete or misleading information in forms or contact channels.
- Affecting, interfering with or compromising the operation, security or availability of the site.
- Attempting unauthorised access to systems, databases, servers or restricted information.
- Introducing viruses, malicious code or anything that affects the site's infrastructure.
- Reproducing, distributing or improperly exploiting the site's protected content.

Ingenio con Aguilar may restrict or suspend access to the site when it detects conduct contrary to these terms or the law.

08 COMMITMENTS

Provider obligations

Ingenio con Aguilar will endeavour to keep the site available and the information about its services clear and up to date. It also commits to:

- Use the information you provide in line with the privacy notice and the law.
- Handle, within its operational means, requests received through the available contact channels.
- Adopt reasonable measures to ensure the security and proper operation of the site.
- Respect third parties' intellectual and industrial property rights.

This does not imply a guarantee of uninterrupted availability or of the absence of technical errors.

09 PRICES

Prices and payment terms

Prices, fees and economic conditions are communicated through quotes or proposals. Unless otherwise stated, quoted prices are subject to confirmation and may vary according to the scope, characteristics and requirements of each project.

Payment terms, deposits, instalments and due dates are set in the document applicable to each service. Third-party costs (annual domain, licences, additional services) are paid directly to the provider unless otherwise agreed. General information on the site must not be read as an obligation to provide services under economic conditions other than those expressly accepted.

10 CHANGES TO SERVICE

Modifications, cancellations and termination

Any change to the scope, characteristics, deliverables, timelines or conditions of contracted services must be agreed in writing between the parties. Cancellations, suspensions and terminations are subject to the contract, proposal or corresponding document. Using the site or requesting information creates no obligation of permanence, exclusivity or hiring.

11 INTELLECTUAL PROPERTY

Intellectual and industrial property

The site's elements —texts, designs, images, logos, brands, graphics, code, structures, interfaces and demos — are protected by applicable intellectual and industrial property provisions. Without the express written authorisation of Ingenio con Aguilar or the rightful owner, reproduction, distribution, modification, public communication, commercial exploitation or any other unauthorised use is prohibited.

Using the site grants you no licence, assignment or right over the brands, designs, content or other protected elements.

Rights over materials, designs, developments and deliverables created for contracted services are governed by the terms of the corresponding contract or quote. Third-party components (libraries, typefaces, services) keep their licences, which are acknowledged on the credits page.

12 PORTFOLIO

Portfolio projects and third-party brands

The projects section shows work carried out by Ingenio con Aguilar. Some are client projects, others are demonstrative or in-house, and each page says which. Third-party brands, names, texts and images appearing in them belong to their respective owners and are shown for informative and demonstrative purposes; their presence does not imply sponsorship or endorsement by those owners unless expressly stated.

13 CLIENT MATERIALS

Content provided by users and clients

The user or client is responsible for holding the rights, authorisations and licences needed over the texts, photographs, videos, logos, brands, designs and other materials provided for a project, and states having the authority to allow their use as agreed.

Ingenio con Aguilar will not be liable for claims arising from the use of client-provided materials lacking the necessary authorisations, without prejudice to any liability that legally applies. Use of these materials does not imply automatic transfer of ownership.

14 CONFIDENTIALITY

Confidentiality

Ingenio con Aguilar will endeavour to keep confidential the commercial, technical, financial and operational information provided in connection with requests or engagements, and will use it solely to handle requests, prepare proposals or carry out the services. Specific obligations may be set out in separate non-disclosure agreements or contracts.

15 PERSONAL DATA

Personal data protection

Personal data collected through the site is processed in accordance with the privacy notice and applicable Mexican law. Accepting these terms does not replace the information, consent and rights-exercise mechanisms provided by that law.

16 DEMOS

Interactive demos

The interactive demos are offered «as is», for illustrative purposes, with no guarantee of availability or results. Some connect to public third-party services only when you choose to start them; those services are governed by their own terms and policies.

17 LIABILITY

Limitation of liability

Ingenio con Aguilar will endeavour to keep the site's content correct and up to date, but does not guarantee that it is permanently free of errors, omissions or inaccuracies. It will not be liable for:

- Temporary interruptions due to maintenance, updates or technical failures.
- Connectivity or availability problems attributable to external internet or infrastructure providers.
- Damage caused by users' improper use of the site.
- Content, policies or practices of third-party sites reached through links.

The above is without prejudice to any liability that cannot be excluded or limited under applicable law.

18 LINKS

Links to third-party sites

The site may contain links to platforms, social networks or pages managed by third parties, provided only to ease access to external information or services. Ingenio con Aguilar does not control or guarantee their availability, content, security or privacy policies. Their use is the user's responsibility and subject to the terms of their owners.

19 CHANGES

Changes to these terms and conditions

Ingenio con Aguilar may modify, update or supplement these terms when necessary due to changes in its activities, the site or the law. Changes will be published on the site and take effect on publication unless a different date is stated. We recommend reviewing them periodically.

20 JURISDICTION

Governing law and jurisdiction

These terms are governed by and interpreted in accordance with the laws in force in the United Mexican States. For their interpretation and enforcement, the parties submit to the competent authorities and courts of Mexico City, waiving any other jurisdiction that might apply by reason of their present or future domiciles, provided such waiver is legally admissible and without prejudice to applicable rules on jurisdiction and consumer protection.

21 CONTACT

How to reach us

- Trade name: Ingenio con Aguilar
- Owner: Fernando Aguilar Marín
- Email: f.aguilarmarin2001@gmail.com
- Phone and WhatsApp: +52 55 8808 2164
- Website: ingenioconaguilar.pages.dev