



COMPLETE PRIVACY NOTICE
PROSPECTS, CLIENTS, COMMISSION AGENTS AND PROVIDERS

1. IDENTITY AND ADDRESS OF THE DATA CONTROLLER

This Privacy Notice (hereinafter the “Notice”) establishes the terms and conditions by which “FRBC DESARROLLOS INMOBILIARIOS, S. de R.L. de C.V., FRBC NS FASE 1, S. de R.L. de C.V. FRBC NS RENTA, S. de R.L. de C.V. and FRBC-NS OPERADORA, S. de R.L. de C.V, FRBC-NS RENTA DOS, S. de R.L. de C.V., , FRBC-TIERRA CUATRO, S. de R.L. de C.V. commercially known as “Nuevo Sur®” MIRA®; FRBC-PC, S. de R.L. de C.V., FRBC TIERRA DOS, S. de R.L. de C.V., FRBC ARRENDADORA CANCÚN, S. de R.L. de C.V., FRBC PC AR, S. de R.L. de C.V., PC CLUB, S. de R.L. de C.V., FRBC PC CLUB DOS, S. de R.L. de C.V., FRBC MARINA, S. de R.L. de C.V. and FRBC TIERRA SEIS, S. de R.L. de C.V. FRBC-PC FASE 1, S. de R.L. de C.V., FRBC-PC RENTALS, S. de R.L. de C.V., commercially known as “Puerto Cancún®” MIRA®; FRBC – TODOS SANTOS, S. de R.L. de C.V., FRBC TODOS SANTOS DOS S. de R.L. de C.V., FRBC TODOS AVENTURA, S. de R.L. de C.V., FRBC TS FASE 1, S. de R.L. de C.V and FRBC- OPERADORA TS, S. de R.L. de C.V., commercially known as “Tres Santos®” MIRA®; FRBC TIERRA CINCO, S. de R.L. de C.V , commercially known as “Parallel®” de MIRA®”, FONDO RESIDENCIAL BLACK CREEK UNO, S. de R.L. de C.V., SERVIARROYO, S. de R.L., SERVIARROYO SERVICIOS ADMINISTRATIVOS, S. de R.L. de C.V, DESARROLLADORA MIRA, S. de R.L. de C.V, DESARROLLADORA MIRA DOS, S. de R.L. de C.V, FRBC CERRO CUATRO, S. de R.L. de C.V, FRBC TIERRA, S. de R.L. de C.V., FRBC JV- BRAC, S. de R.L. de C.V., FRBC DOS- CUAJIMALPA, S. DE R.L. DE C.V, FONDO IC MIRA, S. DE R.L. DE C.V., FIM-TIERRA UNO, S. DE R.L. DE C.V., MIRA MANAGER, S. DE R.L. DE C.V., , FONDO IC MIRA DOS, S. DE R.L. DE C.V., MIRA CERPI, S. DE R.L. DE C.V., MIRA CERPI GP, S. DE R.L. DE C.V. and FIM RESIDENCIAL, S. DE R.L. DE C.V all of them are commercially known as “**MIRA**®” with domicile in Javier Barros Sierra No. 540, Torre1-301, Col. Santa Fe, Del. Álvaro Obregón, C.P. 01210, CDMX, collect and process your personal data, as provided in the Federal Law on the Protection of Personal Data Possessed by Private Persons (“DPL”) its Regulations and Resolutions.

2. COLLECTED AND PROCESSED PERSONAL DATA

At “**MIRA**®” we collect and process the personal data indicated below:

	Prospects	Clients	Commission Agents	Providers
a) <i>General Information</i>	Full name, e-mail address, personal or work.			
		Full work address, telephone number, personal or work, Unique Population Registry Code (CURP) and signature.		
		Date of birth and birthplace, marital status, nationality, full personal address, personal telephone number and cell phone.		
b) <i>Fiscal Data</i>		Federal Tax Registry certificate (RFC), as well as tax address.		
c) <i>Financial and Patrimonial Data</i>		Name of the bank account owner, bank account number, and most recent bank statement.		
		Name of credit and/or debit card holder, credit and/or debit card number, expiration date, security code, updated card statement		
		Income level, borrowing capacity, credit history and personal references.	Business references	



d) Sensitive Personal Data	At MIRA® we do not collect nor process your sensitive personal data, unless you decide to provide it to receive a better consult on our services and products, in which case, we request your expressed consent.			
e) Public Access Sources Personal Data and received through consented transfers	Data coming from public registry, directory, social networks and other illicit sources available on the market, as well as personal data having been shared by third parties with previous authorization to share the data.			
f) Third parties personal data	Identification and contact data, including name, telephone numbers, local and/or work, and e-mail to request personal references and/or work references, including information on your behavior and payment history.			
g) Personal Data Collected by automatic recording tolls on our MIRA® website.	Data on the type of browser used, language used, id media during our websites sessions, passwords to access MIRA® websites, access time, IP address, type of browser and operating system of the computer network or device used to access MIRA®'s website, the interaction with our a-mails and websites.			
h) Personal Data from Social Networks	MIRA® will be able to collect and process personal data en information shared on social networks (such as Facebook®, Twitter®, LinkedIn®, among others), including the information shared as “public”, such as photos, names and comments, according to de provisions on the terms and conditions and policies or statements of those social networks.			
i) Personal data of family members and/or other dependents		ID and family contact data, dependents or beneficiaries, such as full name, telephone and/or e-mail.		

The personal data previously described is collected through *i)* willing and direct supply of your information through our printed formats, *ii)* the willing supply of information and personal data during personal or telephone interviews with our authorized personnel, *iii)* as well as the willing and direct supply of your information through dialog boxes on our websites; or through the use of e-mails, and *iv)* the use of public access sources, such as social networks and other available sources on the market.

The personal data described above can appear on different digital or printed documents, such as copies of: your valid ID card (voter’s card, passport, immigrant document, or driver’s license), Federal Tax Registry certificate (RFC), CURP, marriage certificate (if applicable), proof of address (if applicable), and bank statements (if applicable).

3. PURPOSES

In MIRA® we process your personal data for the following primary purposes:

A) Prospects and Clients

1. Managing your information to keep our databases updated;
2. Managing our commercial relationship;
3. Confirming your identity and verifying the information you provided us;
4. Creating your file and generating your online profile;
5. Managing appointments with our sales agents;



6. Formalizing our contractual process by celebration the corresponding agreements such as the promise to buy and sell, purchase and sale, commodatum, leasing, subleasing of a household, condominium unit, offices, commercial premises and other real states;
7. Processing your payments through the different paying methods derived from your contract, including those related to down payments, advances, allowances, commissions, price payments, either total or partial payments, lease or deposit payments as applicable;
8. Managing collection by telephone, printed, electronic and in-person means;
9. Issuing invoices or Digital Fiscal Receipts;
10. Carrying out loan investigations to confirm your solvency;
11. Allowing for the management, administration and security of your personal data;
12. Keeping physical, electronic and procedure backups of your personal data as provided by the applicable laws and regulations, and complying with the legal requirements on civil, commercial, administrative and fiscal matters.
13. Rendering services, including those related to the Golf Club, Marine services, tours, yoga, as applicable.

B) Commission Agents and Providers

1. Managing your information to keep our databases updated, integrating your file, creating your online profile;
2. Managing the administration and security of your personal data;
3. Managing our commercial relationship including the process for selection and hiring, as well as the managing of purchase order and/or hiring order applications, invoice payment and/or receipt for services and the corresponding tax withdraws.
4. Confirming your identity and verifying the information you provided us;
5. Confirming the ownership of the real or personal right over the real state being commercialized with MIRA® (Real state suppliers);
6. Keeping physical, electronic and procedure backups of your personal data as provided by the applicable laws and regulations, and complying with the legal requirements on civil, commercial, administrative and fiscal matters.

Additionally, we process your personal data for other secondary purposes, including:

A) Prospects and Clients

1. Attending your request for information about our products and services;
2. Rendering services related to the administration of our real states (Clients);
3. Applying conventional penalties in case of contractual breach (Client);
4. Processing payments of refunds in case of early termination or rescission of the agreement (Clients);
5. Receiving notifications about problems with MIRA®'s websites;
6. Managing Customer Service;
7. Managing your buying record and so forth operations;
8. Attending your comments, suggestions, complaints and clarifications;
9. Communications management including advertising, notices, messages, novelties, invitations to events and meetings, either by printed and/or electronic means, by telephone and/or by our authorized personnel for advertising, promotional, commercial prospection or marketing purposes, unless you expressly manifest your will for not receiving them;
10. Rendering online and communications services;
11. Elaborating historical reports and sending periodic information;
12. Carrying out marketing and consumer studies in order to offer personalized products and services, such as advertising and contents according to your needs;
13. Evaluating the quality of our products and services through various instruments, including satisfaction surveys and opinion interviews;
14. Implementing activities aimed to promote, maintain and improve our products and services;
15. Participating on chats and discussion fora, and
16. Managing contractual warranties, and executing them when applicable.

B) Commission Agents and Providers

1. Receiving notifications about problems with MIRA®'s websites;
2. Managing commission agents and providers attention service;



3. Managing an operations historical report;
4. Attending your comments, suggestions, complaints and clarifications;
5. Communications management including advertising, notices, messages, novelties, invitations to events and meetings, either by printed and/or electronic means, by telephone and/or by our authorized personnel for advertising, promotional, commercial prospection or marketing purposes, unless you expressly manifest your will for not receiving them;
6. Rendering online services;
7. Evaluating the quality of our products and services through various instruments, including satisfaction surveys and opinion interviews;
8. Applying conventional penalties in case of contractual breach;
9. Managing contractual warranties, and executing them when applicable, and
10. Reimburse representation expenses as commission agent.

4. DATA SUBJECT'S CONSENT

For the collection, processing and transfer of your personal data other than financial, patrimonial and sensitive data you grant us your implied consent in terms of this Privacy Notice if you do not object or oppose its content within the following 48 hours after it was submitted to you through the different means, including its publication in our website, and your personal data was collected.

By these means you manifest: *i*) that this notice was submitted to you by MIRA® prior to the collection and processing of your financial, patrimonial and sensitive personal data, *ii*) that you had read, understood and agreed the terms of this notice, *iii*) that you consent to the processing and transfer of your personal data.

5. PERSONAL DATA TRANSFERS TO THIRD PARTIES

In MIRA® we require to share your personal data with third parties in Mexico and abroad with whom we have executed diverse contracts in order to comply with our obligations. Recipient third parties are compelled by virtue of the corresponding contract to keep your personal data confidential and to comply with this Notice. MIRA® may also transfer your personal data to the different companies that conform our Group for a corporate processing, as well as to provide support to their respective operations, under the understanding that MIRA® companies operate with the same internal processes and policies.

6. PROCEDURE TO EXERCISE ARCO RIGHTS AND TO REVOKE CONSENT

At any time you have the right to access, rectify and cancel your personal data and to oppose to the processing of your personal data, or to revoke your consent regarding secondary purposes which you authorized either by express or implied consent, directly or by means of your legal representative. For doing so you must submit the corresponding application by using the available formats provided in MIRA®'s Website with the following information and documents:

1. Your complete name and address or other means – such as your e-mail - to communicate the answer to your request;
2. Documents for proving your identity - simple copy in printed or electronic format of your voting card, passport or Visa, as appropriate – and if such is the case, the documents of your legal representative - simple copy in printed or electronic format of the executed proxy with your handwritten signature, as well as the handwritten signature of two witnesses and your attorney-in-fact, as well as their corresponding official identifications- voting card, passport or Visa;
3. A clear and accurate description of the personal data with respect to which you want to exercise any of the ARCO Rights, and
4. Any other element or document that makes it easier to locate your personal data.



In case of requests for access to your personal data, MIRA® will proceed with its delivery by the chosen mean of your request, by previously proving your identity as the corresponding Data Subject, and if such is the case, the identity of your legal representative.

In the case of applications for rectifying your personal data, you must also indicate the amendments to be made and provide documents supporting your request.

MIRA® will answer you within the following twenty working days after the date of receipt of your request for access, rectification, cancellation or opposition, with the adopted determination, in order to, if appropriate, take effect within the following fifteen working days after the date on which it communicates to you the answer. In all cases, MIRA® will answer you using the same means chosen by you in your request, or by any other means agreed with you. The abovementioned terms may be extended once for an equal period, so long as the circumstances of the case may require it, according to the provisions of the DPL.

The delivery of personal data will be free of charge; you shall only cover the justified costs of shipping or reproduction of copies or other formats. In the event that you reiterate your request within a period no longer than twelve months, you shall cover the corresponding costs or fees in terms of the DPL, unless there are substantial changes to the privacy notice that support further consultations.

For the reception, registry, attention and response to your request for exercising your ARCO rights and/or any other rights provided by the DPL, please contact our Privacy Officer in our premises or via our Website or by e-mail, as provided in section 7.

In case that the information submitted in your application is incorrect or insufficient, or does not include the corresponding documents for proving your identity, we may require you that, within the following five working days after the date of receipt of your request, you submit the necessary elements or documents for processing your request. You will have ten working days for meeting our requirements, from the following day you receive such requirements. If you do not answer within such term, your request will be considered as if it was not submitted.

7. PRIVACY OFFICER.

For any consultation regarding the protection of your personal data, please contact our Privacy Officer at: Javier Barros Sierra No. 540, Torre1-301, Col. Santa Fe, Del. Álvaro Obregón, C.P. 01210, CDMX, Telephone: (55) 4631 1522, or via e-mail at: protecciondedatos@miracompanies.com.

8. LIMITATION OF USE AND DISCLOSURE OF YOUR PERSONAL DATA

MIRA® retains your personal data during the necessary time for managing the commercial relationship with you and to maintain records required by the DPL, its Regulations and the commercial, fiscal and administrative legislation in force.

Personal data collected by MIRA® are protected by appropriate administrative, technical and physical security measures against damages, loss, alteration, destruction or unauthorized use, access or processing.

For limiting the use or disclosure of your personal data, please send us an e-mail to the following e-mail address protecciondedatos@miracompanies.com communicating us your request.

Data Collection from Web Browsing at MIRA® Websites

MIRA® may collect personal data by means of its Websites, or by means of automatic data collection tools. Among the automatic data collection tools used by MIRA® in its Web sites there are cookies, Web beacons and embedded links in e-mails.



Use of Cookies. - The correct functioning of MIRA®'s websites requires the enabling of "cookies" on your Web browser. "Cookies" are small data files transferred by a Website to your computer's hard drive or mobile device when you browse our Websites. Most browsers automatically accept cookies by default, but you can adjust your browser preferences to accept or refuse cookies. If you turn off cookies, there may be some features of MIRA®'s Website that may be disabled or that may not be displayed properly. If you prefer to delete the cookies, you may delete the file(s) at the end of each browser session.

Cookies can be turned off. For knowing how to do it, you can consult the following links:

- | |
|--|
| •Internet Explorer: http://windows.microsoft.com/es-MX/windows-vista/Block-or-allow-cookies |
| •Google Chrome:
http://support.google.com/chrome/bin/answer.py?hl=es&hlrm=en&answer=95647 |

Use of Web beacons (also known as Internet tags, pixel tags or clear GIFs). - MIRA® may use Web beacons in its Websites or in its HTML-formatted e-mails, alone or in conjunction with cookies to compile information about your Website usage and your interaction with the e-mail. A Web beacon is an electronic image, called a single-pixel (1x1) or GIF that can recognize information processed on your computer, such as cookies, the time and date in which a Website and its sections were viewed.

Embedded links in MIRA®'s e-mails. E-mails from MIRA® may include links designed to allow MIRA® to know if you have activated such links or if you visited the destination Website, such information can be include in your profile.

Protection for children, disabled persons and persons subject to interdiction: MIRA® does not collect personal data from children, disabled persons and persons subject to interdiction and encourages parents and/or tutors to take an active role in their represented and children's online activities. If MIRA® determines that personal information has been provided by a person under the age of 18, a disabled person or a person subject to interdiction in violation of this Privacy Notice, it will proceed to delete that information as soon as possible. If you are aware that a minor, a disabled person or a person subject to interdiction has provided such information please send an e-mail to protecciondedatos@miracompanies.com.

9. AMENDMENTS TO THE PRIVACY NOTICE

MIRA® withholds the right to amend this Privacy Notice in order to implement the changes of our data protection practices derived from our continued improvement process, as well as to incorporate new measures provided by the DPL, its Regulations or other administrative instruments. We encourage you to regularly review the content of this Privacy Notice in our Website, in which we may publish the amendments with the date of the updated review.

Last Update: January, 2018.