

## **TERMS AND CONDITIONS**

Effective Date: August 24, 2017.

### **USE OF OUR APP IS GOVERNED BY THESE TERMS AND CONDITIONS**

You are interacting with our Application (as defined below), which is operated by Supermercados Econo, Inc., Sábana Abajo Industrial Park 1428, Calle Río Danubio, Carolina, PR 00984 ("ECONO," "we," or "our" or "us".) The Application is a downloadable program for mobile and portable devices known as "Econo ToGo". These Terms and Conditions govern your use of any online activity related to the Application, as well as its functions, content and other services that we own, control and make available through the Application (collectively, the "Service"). By using the Application, you accept the Application's Privacy Policy and these Terms and Conditions, and consent to the collection and use of your data in accordance with the Privacy Policy. In some cases, these Terms and Conditions and separate terms will apply to your use of the Application ("Additional Terms"). To the extent that there is a conflict between these Terms and Conditions and any of the Additional Terms, these Terms and Conditions will govern unless they expressly state otherwise.

### **PROPERTY RIGHTS**

All right, title and interest in the Application, including all copyrights, patents, trade secrets, trademarks, commercial image / printing and other proprietary rights, and any derivative work thereof, will belong solely and exclusively to ECONO or its licensors. Nothing in these Terms and Conditions or otherwise shall be deemed to grant you an ownership interest in the Application, in whole or in part.

When using the Application, you must respect the intellectual property and other rights of ECONO and others. Unauthorized use of the Application by you may violate copyrights, trademarks, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including possible criminal liability. ECONO respects the intellectual property rights of others. If you believe that your work has been infringed through improper publication or distribution of it through the Application, please refer to the Section entitled DMCA NOTICE - NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT ("COPYRIGHT" ) later. These Terms and Conditions and any applicable Additional Terms include only reduced and limited grants of rights to the Content (as defined below) and to use and access the Application. No right or license can be construed, under any legal theory, by implication, collateral impediment, industry custom, or in any other way. All rights not expressly granted to you are reserved by ECONO and its licensors and other third parties. Any unauthorized use of any Content or the App for any purpose is prohibited.

The Application (including past, present and future versions) and all content included in the Application, such as prices, distribution guides, recipes, menus, meal planners, guides, shopping lists, sales brochures, text, graphics , logos, images,, button icons, audio clips, video, photographs, data, music, software and other material (collectively "Content") are owned or licensed by ECONO or its suppliers or licensors and are protected by copyrights, trademarks, patents, trade secrets or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing today or developed in the future. All Content is copyrighted as individual works and as a collective work under the copyright laws of the United States (17 USC Section 101, et. Seq.) And by international treaty provisions, and ECONO owns a right to author on the selection, compilation, grouping, coordination, and

improvement of the Content. All Content is also protected by United States copyright and international trademark, trade dress, patent, and / or other intellectual property and unfair competition rights and laws to the fullest extent possible.

## **LICENSE AND ACCESS**

Subject to your strict compliance with these Terms and Conditions and the Additional Terms, ECONO grants you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to access and make personal use of the Application and the Content only for non-exclusive purposes, commercial only and only to the extent that such use does not violate these Terms and Conditions, including, but not limited to, the prohibitions listed in the section ILLEGAL OR PROHIBITED USES, below. Accessing, downloading, printing, publishing, storing or using in any other way the Application or any of the Contents for any commercial purpose, either on your own behalf or on behalf of third parties, constitutes a material breach of these Terms and Conditions. Such limited license (i) does not grant you any title or other intellectual property interest in any Content, and (ii) may be immediately suspended or terminated for any reason, at ECONO's sole discretion, without prior notice or liability. In some cases, we may allow you to have greater access and use of the Content, subject to certain Additional Terms.

## **TRADEMARKS**

ECONO, "Econo ToGo", and other related marks, design marks, product names, function names and related logos used in the Application are trademarks of ECONO and may not be used, copied or imitated, in whole or in part, without prior express and written authorization from ECONO. In addition, the appearance of the Application constitutes the service mark, registered trademark and / or commercial image of ECONO and may not be copied, imitated, or used, in whole or in part, without the express and written authorization of ECONO. ECONO trademarks and ECONO trade dress may not be used in connection with any product or service in any way that may cause confusion among customers, or in any way that discredits ECONO or suggests a sponsorship, affiliation or endorsement. of ECONO.

All other trademarks, service marks, logos, slogans, domain names, and trade names are the property of their respective owners.

## **ILLEGAL OR PROHIBITED USES**

The Application can only be used for legal purposes in accordance with the terms of the license granted in these Terms and Conditions. As a condition of using this Application, you guarantee to ECONO that you will not use the Application for any purpose that is illegal or prohibited by these Terms and Conditions. Either on your behalf or on behalf of third parties, unless you have the express prior written consent of ECONO, YOU MAY NOT:

- (a) Make any commercial use of the Application or Content, including making any compilation or use of any product listings, descriptions, prices or images;
- (b) download, copy or transmit any Content;
- (c) use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including browsers, "spiders", robots, avatars or smart agents) to navigate or search the Application;
- (d) frame, mirror or use framing techniques in any part of the Application or its Content;

- (e) make any use of data extraction or exploitation, or other data collection tools, or create a database by systematically downloading or storing Content, or otherwise gathering, collecting, storing or using any Content, listings of products, descriptions, prices or images, except in accordance with the limited license granted by these Terms and Conditions;
- (f) use any meta tags ("meta tags") or any other hidden text using the name of ECONO or its trademarks;
- (g) misrepresent the identity of a user, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Application, or express or imply that we endorse any statement that you make;
- (h) use a purchasing agent to carry out transactions on the Application;
- (i) carry out fraudulent activities on the Application;
- (j) violate or attempt to violate the security of the Application, including, without limitation: (i) access data not intended for you or log in to a server or an account that you are not authorized to access; (ii) attempt to change the functionality of the Application; (iii) attempt to probe, scan or test the vulnerability of a system or network, or violate security or authentication measures; (iv) attempt to interfere with the service to any user, host, or network, including, without limitation, through the presentation of malware to the Application, overload, overflow ("flooding"), spam emails ("spamming"), bombardment of correspondence ("mailbombing") or causing interruption in the system ("crashing"); (v) forge any heading or any part of the heading information in any email or post; (vi) forge communications on behalf of the Application (impersonating the Application) or the Application (impersonating another user); or (vii) sell products to ECONO through the Application that are not as you have represented to be;
- (k) send unsolicited or unauthorized email on behalf of ECONO, including promotions and / or advertising of products or services;
- (l) manipulate the Application or use or attempt to use any device, software, routine or data that interferes or attempts to interfere with the operation or functionality of the Application or with any activity that takes place on the Application;
- (m) use the Application to defame, abuse, harass, persecute, threaten or in any other way violate the legal rights of third parties, including the privacy rights or publicity rights of others;
- (n) collect or collect personally identifiable information about other users of the Application;
- (o) restrict or inhibit any other person from using the Application (including, without limitation, hacking or de-configuring any part of the Application);
- (p) use the Application to advertise or offer to sell or buy (except from ECONO) any product or service;
- (q) reproduce, duplicate, copy, sell, resell or otherwise exploit, for any commercial purpose, any portion of, use of, or access to the Application;
- (r) modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Application;
- (s) create any derivative work from the Content except as expressly authorized by Us; or

(t) remove any copyright, trademark or other proprietary rights notices from the Application or the materials originating from the Application.

## **YOUR ACCOUNT**

You will be required to register with ECONO to access certain services or areas of the Application. Your username and password are for your personal use only. If you use the Application, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and agree to accept responsibility for all activities that occur under your account or password. You will notify us immediately of any unauthorized use of your account, password, or username, or of any other breach of security; and will not sell, transfer or assign your account or any account rights. In addition to all other rights available to ECONO, including those set forth in these Terms and Conditions, ECONO reserves the right, in its sole discretion, to cancel or suspend your account, deny you service, or cancel orders. The information that you submit in connection with your account, and that is associated with your account, is subject to our Privacy Policy.

## **MODIFICATION AND TERMINATION**

ECONO may at any time at its sole discretion, without prior notice or responsibility: (i) modify, suspend or interrupt any part of the Application; or (ii) offer opportunities to some or all users of the Application. ECONO reserves the right to make changes to these Terms and Conditions at any time, and such changes will take effect immediately after being posted on the Application. Each time you use the Application, you should review the current Terms and Conditions. Your continued use of the Application will indicate your acceptance of the current Terms and Conditions; however, any material changes to these Terms and Conditions after your last use of the Application will not apply retroactively. With respect to such material changes, the Terms and Conditions that were in effect at the time any claim or dispute arose between you and us will apply.

ECONO reserves the right, without prior notice and in its sole discretion, to suspend or terminate your account or your use of the Application and to block or prevent access to and future use of the Application (i) if you violate any of these Terms and Conditions, (ii) for any other reason, or (iii) for no reason. In the event of such termination, your right to use the Application will cease immediately.

You agree that we will not be liable to you or any third party for any suspension or termination of your access to the Application. At the time of termination, all provisions of these Terms and Conditions that by their nature are intended to survive termination, all representations and warranties, all limitations of liability, and all indemnities will survive such termination.

## **USER CONTENT**

If the Application allows you to submit ideas, photographs, user profiles, writings, music, video, audio recordings, computer graphics, images, data, questions, comments, suggestions or other content, including personal information and information related to any product, goods and / or services that you are offering to sell to ECONO ("User Content") through or through the Application, ECONO welcomes such User Content as long as the User Content submitted by you complies with these Terms and Conditions and with any applicable federal and state regulations, including, but not limited to, the "Fair Packaging and Labeling Act"

You agree that any User Content you submit: (i) will be accurate; (ii) will not violate or facilitate the violation of any law or regulation; (iii) you will not violate the rights of a third party, including copyright, trademark, privacy or publicity rights; (iv) will not cause harm to any person or entity; and (v) will not contain, or provide links to, obscene, profane or threatening language, malware, political campaigns, commercial solicitations, chain letters, mass mailing, any form of "spam" or any material that may be considered harmful, sexually explicit, indecent, lewd, violent, abusive or degrading. You are solely responsible for the User Content that you submit, and ECONO assumes no responsibility for any User Content submitted by you. You acknowledge and agree that we reserve the right (but have no obligation) to do any or all of the following, in our sole discretion, without prior notice or liability to you or any third party: (i) monitor, review, display, publish, store, maintain, accept or otherwise make use of the User Content; (ii) alter, remove, discard, erase, move, reformat, or refuse to post or allow any User Content to be posted; and / or (iii) disclose any User Content, and the circumstances surrounding its transmission, to any third party. Without limitation, we may do this to target content that we become aware of and that we believe is offensive, obscene, lewd, rude, violent, harassing, threatening, abusive, illegal, or otherwise objectionable or inappropriate, or to enforce rights from third parties or these Terms and Conditions or any applicable Additional Terms. Such User Content submitted by you or others does not need to be maintained on the Application by us for any period of time and you will not have the right, once submitted, to access, archive, maintain or otherwise use such Content from the User in the Application or elsewhere.

You agree that (a) your User Content will be treated by us as non-confidential and non-proprietary - regardless of whether you identify it as "confidential", "proprietary" or similarly - and will not be returned, and (b) to the extent not prohibited by applicable law, ECONO does not assume any obligation of any kind to you or to third parties with respect to your User Content. At the request of ECONO, you will provide us with any documentation necessary to justify the rights to such content and to verify your compliance with these Terms and Conditions or with any applicable Additional Terms. You acknowledge that the Internet and mobile communications may be subject to security violations and that you are aware that User Content submissions may not be secure and that you will consider this before submitting any User Content and that you do so under your own risk.

In your communications with ECONO, please note that we do not seek unsolicited ideas or materials for products, products, or services, or even suggested improvements to products or services, including, but not limited to, ideas, concepts, inventions, or website designs, applications, books, other products or services or otherwise (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials that you submit are considered User Content, and such Unsolicited Ideas and Materials are licensed to us as set forth below. Additionally, ECONO retains all the rights of the general public with respect to its Ideas and Unsolicited Materials. ECONO's receipt of your Unsolicited Ideas and Materials is not an admission by ECONO of their novelty, priority, or originality and does not impair ECONO's right to challenge existing or future intellectual property rights related to your Ideas and Materials. Unsolicited.

For any User Content you submit, you grant ECONO a non-exclusive, unrestricted, unconditional, unlimited, worldwide, sub-licensable, fully paid, perpetual, irrevocable, royalty-free and cost-free, transferable right and license to use, exhibit, publicly perform, transmit, copy, modify, delete, adapt, publish, translate, create derivative works of, sell, distribute, record, reproduce, disclose, resell, sublicense (across multiple levels), transmit, and use and exploit in any other way, all or part of said User Content (and its derivative works) for any purpose in all formats, in or through any form, medium, or means now known or developed in the future, and with any technology or devices now known or

developed in the future, throughout the world, and to advertise, market and promote the same, all this without compensation or other obligation to you. For this reason, please do not submit to us any User Content that you do not wish to license us, including any confidential information or any original creative materials, such as stories, product ideas, computer code, or original illustrations. Additionally, you grant ECONO the right, without any obligation, to include the name provided along with the User Content submitted by you. In order to enforce the rights and license that you grant ECONO over your User Content, you also grant ECONO, and agree to grant ECONO, the unconditional, perpetual and irrevocable right to use and exploit your name, person and in the similar in connection with any User Content, without any obligation or remuneration to you.

Without limitation, the rights granted include the right to: (a) configure, host, classify, store, archive, save, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such Content from the User and combine it with other materials and (b) use any idea, concept, knowledge ("know-how") or technique contained in any User Content for any purpose, including developing, producing and marketing products and / or services. You understand that, in the exercise of these rights, the metadata, notices and the content may be removed or altered, including the copyright management information, and you thus consent and represent and guarantee that you have all the necessary authority. to do so. We are not responsible for the use or disclosure of any personal information that you voluntarily disclose in connection with any User Content that you submit. You represent and warrant that you have all the rights necessary to grant the licenses granted in this section. Furthermore, you irrevocably waive any "moral rights" or other rights with respect to the attribution of authorship or integrity of materials related to User Content that you may have under any applicable law under any legal theory, even if alters or changes in any way that is not convenient for you. To the extent that it is inalienable, you irrevocably agree not to exercise such rights (if any) in a way that interferes with any exercise of the rights granted.

Each time you submit any User Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside or are at least twenty-one (21) years of age and have all appropriate consents from your parents or legal guardian. Additionally, you represent and warrant that you are the parent or legal guardian, or have all appropriate consents from the parent or legal guardian, of any minor who is represented in or who has contributed to any User Content that you submit, and that, As for that User Content, you are the sole author and owner of the intellectual property and other rights in the User Content, or you have the legal right to submit the User Content and grant ECONO the rights that you are assigning. by these Terms and Conditions and any Additional Terms, all this without the obligation of ECONO to obtain the consent of any third party and without creating any obligation or responsibility on the part of ECONO.

You grant us the right to protect and enforce our rights to your User Content, including taking and controlling actions on your behalf and on your behalf (at the expense of ECONO, to which you hereby irrevocably consent and name ECONO as your de facto legal representative, with the power of substitution and delegation, whose appointment is added with an interest).

Content may also be provided by third party visitors to the Application. Please be aware that visitors to the Application may post content that is inaccurate, misleading, or false. ECONO does not endorse and is

not responsible for any opinion, advice, information or statements made by third parties. ECONO will not be responsible for any loss or damage caused by your reliance on such information or materials. Opinions expressed by third parties reflect only the opinions of the parties who have submitted such opinions and may not reflect the opinions of ECONO.

You are solely responsible for your interaction with other users of the Application, whether online or offline. We reserve the right, but have no obligation, to monitor or engage in disputes between you and other users. You must exercise common sense and your best judgment in your interactions with others (eg, when submitting any personal information or other information) and in all of your other online activities.

#### **DMCA NOTICE - NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT ("COPYRIGHT")**

It is ECONO's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). Copyright infringing materials found on the App can be identified and removed using the process outlined below, and you agree to abide by such process should you become involved in any claim of copyright infringement. to which the DMCA may apply.

If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement, you must provide ECONO's copyright agent with the information specified below in writing. Please note that this procedure is exclusive to notify ECONO that your copyrighted material has been infringed through the Application. ECONO does not and will not make any legal decisions about the validity of your claim of infringement or about possible defenses to a claim. When a clear and valid notice is received in accordance with the guidelines set out below, ECONO will respond either by discarding the allegedly infringing content or by blocking access to it. ECONO may contact the provider of a notification to request additional information. Under the DMCA, ECONO is required to take reasonable steps to notify the user who posted the allegedly infringing content ("Alleged Infringer"). The Alleged Infringer is authorized by law to send ECONO a counter-notification. Notifications and counter-notifications are legal notices other than the regular activities or communications of the Application. We may publish or share them with third parties at our discretion (in addition to producing them in accordance with a subpoena or other request for legal discovery). Anyone who makes a false or fraudulent notification or counter-notification may be liable for damages under the DMCA, including costs and attorneys' fees. Anyone who is unsure whether certain material infringes a copyright of that person or of a third party should contact an attorney.

To file a DMCA notice, the copyright owner must send a letter by fax, regular mail, or email only. We reserve the right to ignore a notification that does not comply with the DMCA, and we may, but are not required to, respond to a notification that does not meet the specifications provided herein.

A DMCA notification must:

1. Specifically identify the copyrighted work (s) believed to have been infringed (eg, "My copyrighted work is the image that appears at [the location in the list where the material is located] ");
2. Identify Content that a copyright owner claims he is infringing on copyrighted work. The copyright owner must provide information reasonably sufficient to enable us to locate the material on the Application. The copyright owner must provide clear device screen shots ("screenshots") of the allegedly

infringing materials for identification purposes only. The information provided should be as detailed as possible;

3. Provide enough information to allow us to contact the copyright owner directly: name, address, phone number and email (if available);

4. If available, provide sufficient information to allow us to notify the Alleged Infringer (email address preferably);

5. Include the following statement: "I 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. Include the following statement:

"I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed";

7. Be signed; Y

8. Mailed to our designated DMCA agent at the following address:

DMCA Designated Agent:

Econo Supermarkets, Inc.

Attn: Eduardo Marxuach

PO Box 4819

Carolina, PR 00984

Or, by email to:

or [info@econotogo.com](mailto:info@econotogo.com)

or [support@econotogo.com](mailto:support@econotogo.com)

## **LINKS TO, AND TRANSACTIONS WITH, THIRD PARTIES**

The Application may contain links to, and interactive functionality that interacts with, third party sites, applications and other online services (collectively "Applications"), including social media applications, electronic commerce applications ("e-commerce"), applications employee recruitment, product information, and / or product manufacturer applications (collectively, "Third Party Services"). ECONO is not responsible and has no responsibility for the functionality, actions, inactions, privacy settings, privacy policies, terms or content of such Third Party Services. Before enabling any sharing feature of the Application to communicate with any such Third Party Services or in any other way visit such Third Party Services, ECONO strongly recommends that you review and understand the terms and conditions, privacy policies, settings and the information exchange functions of each of those Third Party Services. The links and interactive functionality of the Third Party Services in the Application do not constitute an endorsement by ECONO of such Third Party Services. In some cases, Third Party Services may publish the terms and privacy policy of us and those of your Third Party Service operators, in which case our terms and privacy policy govern us and the terms and privacy policy of the Third Party Services govern them. Other Third Party Services may be linked to the Application with or without our authorization, and we may block any link to the Third Party Services, at our sole discretion. YOUR USE OF THIRD PARTY SERVICES IS AT YOUR OWN RISK.

Any interaction, correspondence, transactions and other dealings you have with third parties found on or through the Application (including on or through Third Party Services or advertisements) are solely between you and the third party (including issues related to the content of advertisements on third parties, payments, delivery of products, goods, services, warranties (including product warranties), data privacy and security, and similar matters). ECONO disclaims all liability in relation to them.

#### **LINKS BY YOU TO THE APP**

We may grant you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to create hyperlinks ("hyperlinks") to the Application, as long as: (a) the links only incorporate text and do not use trademarks, (b) the links and content on your website do not suggest any affiliation with ECONO or cause any other confusion, and (c) the links and content on your website do not misrepresent ECONO or its products or services in a false, misleading manner, obscene, lewd, filthy, violent, threatening, harassing or abusive, or that violates any right of any third party or that is otherwise objectionable to ECONO. ECONO reserves the right to suspend or prohibit the link to the Application for any reason, at its sole discretion, without prior notice or liability of any kind to you or third parties.

#### **WIRELESS LOCATION AND MESSAGING FEATURES**

The Application may offer certain functions and services that are available to you through your wireless and / or mobile device. These features and services may include the ability to access features of the Application and upload content to the Application, receive messages from the Application, and download applications to your mobile and / or wireless device (collectively, "Wireless Features"). You agree that, regarding the Wireless Features for which you are registered or otherwise use, we may send communications through such features or applications to your wireless device in connection with us or other parties. In addition, we may collect information related to your use of the Wireless Features. If you have registered through the Application for Wireless Features, then you agree to notify ECONO of any changes to your wireless contact information (including phone number) and to update your accounts in the Application to reflect the changes. The Application may include push notifications, emails, SMS messages, phone calls, or other mobile communication capabilities and you hereby approve of our distribution of any of the above communications directly to your mobile device. These notifications, including badges, alerts, or pop-ups, can be sent to your device even when it is running in the background. You may have the ability, and it is your responsibility, to control the notifications that you receive or do not receive through your device through the device settings. Charges for a standard message, data and other charges may be collected by providers, and they may deduct the charges from prepaid amounts or data allowances for which you are responsible. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless device. You should contact your provider with questions about these matters.

You can cancel or modify our email marketing communications by following the instructions in our promotional emails. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of emails, your opt-out will be limited. Please note that we reserve the right to send you certain communications related to your account or use of our Application, such as administrative and service announcements, and these transactional account messages may not be affected if you choose not to receive our marketing communications.

If you have enabled GPS or use other location-based features in the App, you acknowledge that your device's location can be tracked in accordance with the Privacy Policy. You can stop device location tracking in our mobile application by uninstalling the mobile application, and controlling location tracking via the application through the application and / or device settings. Our store finder feature can access and use information about your device's location (such as based on IP address) or your account information to suggest location.

## **RELEASE OF LIABILITY**

We provide information through the Application for your information and to facilitate your access to ECONO as a buyer. The use of the Application is strictly voluntary. By using the Application, you assume the risks associated with the activities in which you will be participating. Such risks may include, but are not limited to, the risk of physical injury or other harm. You, and you alone, are solely responsible for taking appropriate care to limit your risk.

As permitted by applicable law, you will voluntarily and knowingly, hereby indemnify, release, absolve, waive, discharge forever and agree not to sue ECONO, its employees, agents and related affiliates and / or, subsidiary entities of and against any and all liability, costs and expenses (including, without limitation, reasonable fees and expenses of its attorneys and consultants) related to or arising out of any claim, demand or cause of action of any kind and character (including, without limitation limited to, personal injury and property damage) by you or a third party as a result of the Content or related in any way to any products, goods, services, information and materials offered by you or by ECONO through the Application.

## **LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO CIRCUMSTANCES SHALL ANY OF THE ECONO PARTIES BE LIABLE FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE OF ANY KIND ARISING FROM OR IN CONNECTION WITH (A) THE APPLICATION (INCLUDING THE APPLICATION) AND THE USER'S CONTENT); OR (B) YOUR ACCESS TO, USE OR INABILITY TO ACCESS OR USE THE APPLICATION, OR THE OPERATION OF THE APPLICATION. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (INCLUDING PERSONAL INJURY OR DEATH OR ANY DAMAGES WHETHER DIRECT, INDIRECT, ECONOMIC, GENERAL, SPECIAL, NOT INCLUDED, CONSEQUENTIAL, INCLUDING, INCLUDING, INCLUDING TO, LOSS OF DATA, REVENUE OR EARNINGS, IN CONNECTION WITH, OR OTHERWISE, DIRECTLY OR INDIRECTLY, RELATED TO, WITHOUT LIMITATION TO, THE APPLICATION, CONTENT, USER CONTENT OR OTHER ECONO PRODUCTS OR SERVICES, EXCEPT FOR DIRECT DAMAGES FOR PERSONAL INJURIES CAUSED BY A PHYSICAL PRODUCT MANUFACTURED, SOLD OR SUPPLIED BY ECONO), EVEN WHEN ECONO HAS BEEN NOTIFIED OR SHOULD HAVE BEEN KNOWN OF THE POSSIBILITY OF SUCH DAMAGES REGARDLESS OF WHETHER YOU BRING A LIABILITY, AGREEMENT BASED ON AN ACTION, NEGA NEGAT OR TORT (INCLUDING IF IT WAS CAUSED, IN WHOLE OR IN PART, BY NEGLIGENCE, FORTUITE ACTS OR FORCE MAJEURE, TELECOMMUNICATIONS FAILURE, OR DESTRUCTION OF THE APPLICATION). EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN YOU AND ECONO. THIS ASSIGNMENT IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND ECONO. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF SOME LIMITED REMEDIES FAIL TO MEET YOUR ESSENTIAL PURPOSE. IF YOU ARE DISSATISFIED WITH THE APPLICATION, ANY CONTENT IN THE APPLICATION, OR THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE

APPLICATION. YOU ACKNOWLEDGE, THROUGH THE USE OF THE APPLICATION, THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH HEREIN, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS IN ADDITION TO THOSE CONTAINED HEREIN.

NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (i) ANY EXPRESS, WRITTEN PRODUCT WARRANTIES OR RELATED LIABILITY DISCLAIMERS PROVIDED BY ECONO PARTIES OR THEIR SUPPLIERS, REGARDING A PHYSICAL PRODUCT SOLD BY ECONO PARTIES TO YOU. OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (ii) THE LIABILITY OF THE ECONO PARTIES FOR PERSONAL INJURIES CAUSED TO YOU BY THE ECONO PARTIES TO THE EXTENT THAT THEY ARE NOT WAIVABLE UNDER APPLICABLE LAW; OR (iii) ANY CAUSE OF ACTION THAT YOU MAY HAVE AGAINST ECONO PARTIES THAT ARE NOT WAIVABLE UNDER APPLICABLE LAW.

#### **WAIVER OF INTERDICTAL OR EQUITABLE REMEDIES**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IF YOU CLAIM THAT ANY LOSS, DAMAGE, OR INJURIES HAVE BEEN INCURRED IN CONNECTION WITH YOUR USE OF THE APPLICATION, THEN LOSSES, DAMAGES, AND INJURIES WILL NOT BE CONSIDERED TO BE IRREPARABLE OR SUFFICIENT. AN INTERDICT OR ANY OTHER EQUITABLE MEANS OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT PURSUE, AND THAT YOU WILL NOT BE ALLOWED TO OBTAIN, ANY COURT ACTION OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER GENERATED CONTENT, PRODUCTS, SERVICES OR INTELLECTUAL PROPERTY OWNED BY, LICENSED, USED OR CONTROLLED BY ECONO (INCLUDING THE USER'S CONTENT) ECONO LICENSOR.

#### **INDEMNITY AND DEFENSE**

As a condition of the use of the Application, as permitted by applicable law, you agree to defend, indemnify, and hold the ECONO Parties harmless from and against any liability, loss, investigations, questions, claims, lawsuits, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (each referred to as, a "Claim" or "Claims") arising out of or otherwise related to your access to or use of the Application, including without limitation: (i) any User Content submitted by you, (ii) any liability of the manufacturer or seller of products or claims of third parties related to the quality of the products sold by you to ECONO, and (iii) Claims alleging facts that, if true, they would constitute a breach on your part of these Terms and Conditions. You will cooperate fully as required by the ECONO Parties in the defense of any Claim. However, the ECONO Parties retain the exclusive right to resolve, compromise and pay any and all Claims and request reimbursement from you for any of the above expenses. The ECONO Parties reserve the right to assume the exclusive defense and control of any Claim. You will not resolve any Claim without, in each case, the written consent of an official of an ECONO Party.

#### **NOTIFICATIONS AND ELECTRONIC COMMUNICATIONS**

In the case of notifications that ECONO sends you, you agree to receive notifications and other communications through the publication by ECONO of the notifications in the Application, sending you an email to the address that appears in your account profile, sending you a notification push or SMS message, or by sending a notification to your billing address that appears in your account profile. You

agree that all agreements, notifications, disclosures, and other communications that ECONO provides to you in accordance with the preceding sentence comply with any legal requirement that such communications be in writing. The notification will be considered given (i) 24 hours after the notification is posted on the Application or an electronic message is sent, unless the party sending the notification is notified that the message did not reach the recipient, or (ii) in the case of mailing, three days after the mailing date. You agree that a printed version of these Terms and Conditions and / or any notice given in electronic form will be admissible in judicial or administrative proceedings based on or related to these Terms and Conditions to the same extent and subject to the same conditions as other documents and business records originally generated and maintained in print.

## **RULES FOR PROMOTIONS**

Any sweepstakes, contest, raffle, or other promotion (collectively, "Promotions") made available through the Application may be governed by separate rules from these Terms and Conditions. If you participate in any Promotion, you should review the applicable rules, as well as our Privacy Policy. If the rules of a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

## **EXPORT CONTROLS**

Software related to or made available by the Application, may be subject to US export controls. To the extent permitted by applicable domestic laws, no Application software may be downloaded, exported, or re-exported (i) to (or to any national or resident of) another country or other jurisdiction to which the United States has embargoes, or (ii) to any person on the United States Department of Treasury's Specially Designated Nationals list or the Table of Orders Denied by the United States Department of Commerce, or (iii) to anyone on the list of the Office of Industry and Entity Security of the United States Department of Commerce as published in the Export Administration Regulations (including entities dedicated to the proliferation of weapons of mass destruction in various countries and individuals and entities suspected of diverting articles of U.S. origin to embargoed countries or to terrorist purposes). You are responsible for complying with all applicable commercial regulations and laws, both foreign and domestic. Except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end user subject to US export controls or penalties, including, without limitation, as indicated in sections (i) - (iii) above.

## **APPLICABLE LAW; WAIVER OF CLASS ACTION**

If any controversy, allegation or claim arising out of, related to, or related in any way to your use of the Application (collectively, "Dispute"), then you agree that the Dispute be submitted to a court of competent jurisdiction in San Juan, Puerto Rico, and, to the extent that you have in any way violated or threatened to violate our intellectual property rights, we may request an injunction remedy or any other appropriate remedy in any state or federal court in the Commonwealth of Puerto Rico. You agree that all Disputes will be governed by the laws of the Commonwealth of Puerto Rico without regard to the principles of selection of law. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to the jurisdiction and jurisdiction of the state and federal courts of Puerto Rico. YOU AND ECONO AGREE THAT EACH MAY BRING CLAIMS OR CAUSES OF ACTION ARISING OUT OF, IN CONNECTION WITH, OR RELATED IN ANY WAY TO YOUR USE OF THE APPLICATION IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY ALLEGED CLASS CLASS PROCEDURE OR REPRESENTATIVE PROCEDURE. As permitted by applicable law, you agree that any claim or cause of action that you may have arising out of, in connection with, or

related in any way to your use of the Application must be filed within one (1) year of that said claim or cause of action arose, or will be prevented from presenting it forever.

## **DEVICES AND CONNECTIVITY**

You are responsible for obtaining and maintaining all devices and other equipment and software, and all Internet service providers, mobile service, and other services necessary for your access to and use of the Application and you will be responsible for all charges related to it. You further agree to search only the entity that manufactured and / or sold the device to you for any issues related to the device and its compatibility with the Application.

By using the Application, you agree that ECONO may change, alter or modify the options or settings on your device to allow or optimize your use of the Application (eg, save content, access data, enable services, etc.). For example, the Application may access and read accounts, data and / or content on your device, add content to your device, and change your device settings, for reasons such as to show you the location of things near you; save images of the Application, sound files and usage logs on the device; send messages on Facebook and Twitter that you initiate; send and receive data necessary for the operations of the Application; and to notify you when you are not connected to a network. You agree to these activities by installing or otherwise using the Application. Your device settings may allow you to disable, change or limit some of these activities, and you can disable all activities associated with the Application by uninstalling the Application.

ECONO makes no representations or warranties about the quality of your experience of the Application on your device or about the ability of any device to access or display the Content.

## **APPLICABLE TERMS FOR APPLE IOS**

If you are accessing or using our mobile application through an Apple device, the following additional terms and conditions apply to you and are incorporated into the Terms and Conditions by this reference:

(i) You agree that these Terms and Conditions are between ECONO and that Apple, Inc. ("Apple") is not a party to these Terms and Conditions except as a third party beneficiary as contemplated below.

(ii) The license granted to you in these Terms and Conditions is subject to the Rules of Use allowed as established in the App Store Terms of Service (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party agreements applicable to the Application.

(iii) You agree that ECONO, and not Apple, is responsible for providing the Application and its Content to you.

(iv) You agree that Apple has no obligation to provide maintenance or support services with respect to the Application.

(v) To the extent not prohibited by applicable law, Apple will have no other warranty obligation with respect to the Application.

(vi) Notwithstanding any aspect to the contrary established herein, and subject to the terms in these Terms and Conditions, you acknowledge that, solely between Apple and ECONO, ECONO and not Apple is responsible for handling any claim that you may have in relation to the Application, or your possession and / or use thereof, including, but not limited to: (i) liability claims of the manufacturer or seller of products ("claims for defective products"); (ii) any claim that the Application does not comply with any

applicable legal or regulatory requirement; and (iii) claims derived under legislation on consumer protection or similar.

(vii) In addition, you agree that if the Application, or your possession and use of the Application, infringes the intellectual property rights of a third party, you will not hold Apple responsible for the investigation, defense, settlement and discharge of such infringement claims. of intellectual property.

(viii) You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms and Conditions, and that by accepting these Terms and Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third party beneficiary thereof.

(ix) By using the Application, you agree to comply with any and all third party terms that apply to any platform, website, technology or service that interacts with the Application.

## **MISCELLANEOUS**

These Terms and Conditions, including any applicable Additional Terms, constitute the entire agreement between you and ECONO with respect to the Application and supersede all prior and contemporaneous communications, agreements, and proposals with respect to the Application. No provision of these Terms and Conditions may be waived except in accordance with a writing signed by the party against whom the waiver is requested. No failure in the exercise, partial exercise, or any delay in the exercise of any right or remedy under these Terms and Conditions will operate as a waiver or collateral impediment of any right, remedy or condition. If any provision of these Terms and Conditions is considered invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or harmed. You may not assign, transfer or sublicense any of your rights or obligations under these Terms and Conditions without our express prior written consent. ECONO may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without notice. We will not be responsible for the breach of any obligation due to causes beyond our control. ECONO reserves the right to pursue any suspicious infringement of these Terms and Conditions or the Application. ECONO may disclose any information as necessary to satisfy any law, regulation, legal process, or government request.

## **CONTACT US**

If you have any concerns about ECONO or your use of the App, please contact us at:

**Econo Supermarkets, Inc.**  
**PO Box 4819**  
**Carolina, PR 00984**

## **PRIVACY POLICY**

Effective Date: August 24, 2017.

### **In general**

This Privacy Policy applies to the information we collect when you use the downloadable program for mobile devices known as "Econo ToGo" and any other website, mobile application ("apps"), or services that post a link to this Privacy Policy. (collectively, the "Service"). This Privacy Policy describes how Supermercados Econo, Inc., Sábana Abajo Industrial Park 1428, Calle Río Danubio, Carolina, PR 00984 ("ECONO," "Company," "us" or "we") collects, uses and shares the information about you related to the Service. This Privacy Policy does not apply to information or data about you collected outside of the Service except to the extent that it is combined with information or data collected by us through the Service.

By using our Service, you agree to our Terms of Service and consent to our collection, use and disclosure practices, and other activities described in this Privacy Policy.

### **Information gathering**

#### **Information You Provide Us**

We collect information that you provide to us directly through the Service, such as when you register, create an account profile, subscribe to our emails, messages from mobile devices, push notifications, participate in sweepstakes, contests, promotions, or surveys, communicate with us, request customer support, or otherwise communicate with us through the Service.

The types of information we may collect include Personal Information / Personal Data. "Personal Information / Personal Data" is information that can be used to identify you (either alone or in combination), such as your first and last name, email address, zip code, billing address, shipping address, number phone number, payment card information and any other personally identifiable information that you choose to provide. As permitted by applicable law, unless otherwise provided in this Privacy Policy or in our statements at the time of collection, (i) information that does not constitute Personal Information / Personal Data ("non-personal information") may be used and shared without obligation to you; and (ii) Personal Information / Personal Data may be non-identifiable or otherwise converted to non-personal information. We may give you the opportunity to provide us with information about yourself, your family and your interests in your account profile and in other ways that, if not linked to your Personal Information / Personal Data, would be non-personal information. However, to the extent that we combine this with your Personal Information / Personal Data collected through the Service, we will treat the combined data as Personal Information / Personal Data under this Privacy Policy.

#### **Information We Collect Automatically**

We, our service providers and Third Party Services (as defined below) may automatically collect certain information about you when you access or use our Service. This information, which at times may be considered Personal Information / Personal Data under applicable law, may include demographic information; IP address; browser / device / hardware type; operating system features; information about your use of our Service; and data regarding hardware connected to a network (e.g. computer or mobile device), such as unique device identifiers, type, model, version, MAC address, session or device

ID, error data status, capacity, confirmation , functionality, performance data, and connection type. This information may also include clickstream data, which is information about the page-to-page paths that you use as you navigate through the Service.

The methods that we, our service providers and Third Party Services may use to automatically collect information related to our Service include:

- **Registration Information:** Information about your use of our Service, such as the type of browser you use, the pages you visited, your IP address and the referral link through which you accessed our Service.

- **Information Collected by Cookies and Other Tracking Technologies:** We and third parties may use cookies, web beacons (also known as "tracking pixels") and other existing or future-developed tracking technologies ("Tracking Technologies") to collect information about you when you interact with our Service or emails, or third party sites and services, including information about your usage, search and shopping behavior. We and third parties may combine this information with other information about you and use it for various purposes, such as improving our Services and your online experience, providing you with more relevant content, offers and advertisements, recognizing you across devices, understanding what areas and functions of our Service are popular, count visits, understand the effectiveness of the campaign, tailor our communications with you, determine if an email has been opened and the links contained in that email have been clicked, detecting and avoiding fraud and uses improper, and for other business purposes. Tracking Technologies that you may encounter in connection with the Service include:

- o **Cookies:** Cookies are data files that are placed on a computer when it is used to visit a website. These cookies can be used for many purposes, including, without limitation, tracking user preferences or pages visited while using our Service. Most web browsers are set to accept cookies by default. If you prefer, you can usually configure your browser to remove or reject cookies, but note that doing so does not necessarily affect the third-party flash cookies used in connection with our Service. For more information on how to disable flash cookies, see <http://www.adobe.com/products/flashplayer/security>. Please note that if you choose to delete or reject cookies, this may affect the availability and functionality of our Service. For example, cookies allow us to save items in your cart between visits. Additionally, please bear in mind that, if you decide to block or delete cookies, some advertising preferences that depend on cookies may not be respected.

- o **Web Beacons:** Small graphic images called web beacons, also known as "Internet tags" or "clear gifs," on our web pages and email messages. We may use web beacons or similar technologies for a number of purposes, including, without limitation, to count the number of visitors to our Service, to monitor how users browse the Service, and to count how many emails we sent were opened or how many articles, particular or links were actually seen.

- o **Embedded Scripts:** An embedded script is programming code designed to collect information about your interactions with the Service. It is temporarily downloaded to your computer from our web server or a third party we work with, is active only as long as you are connected to the Service, and is deleted or deactivated thereafter.

- o **Location Identification Technologies:** Software for GPS (global positioning systems), geo-filtering, and other location technologies locate (sometimes precisely) you, or make assumptions about your location,

for purposes such as verifying your location. location and present or restrict content based on your location. If you have enabled GPS or used other location-based features in the Service, your device's location may be tracked.

**o Digital Device Tracking (“Fingerprinting”):** Collection and analysis of information from your device, such as, but not limited to, your operating system, plug-ins, system fonts and other data, for identification and / or tracking purposes.

**o Device Recognition Technologies:** Technologies, including the application of statistical probability to data sets, as well as the linking of a common unique identifier to different devices of use (for example, Facebook ID), that try to recognize or make assumptions about users and devices (eg, that a user of multiple devices is the same user or household) ("Cross Device Data").

**o In-App Tracking Methods:** There are a variety of Tracking Technologies that can be included in mobile applications, and these are not browser-based like cookies and cannot be controlled through browser settings. Some use device identifiers or other identifiers such as "Ad IDs" to associate application user activity to a particular application and to track user activity across applications and / or devices.

Information that we automatically collect about you, such as how you interact with our Service, may be combined with Personal Information / Personal Data. To the extent that we associate that automatically collected information with Personal Information / Personal Data about you collected through the Service, we will treat the combined information as Personal Information / Personal Data under this Privacy Policy.

We, our service providers and other third parties may associate Tracking Technologies with your device when you visit the Service, which allows the tracking of your online activities over time and different services, and associate different devices that you use, to purposes, including, sending you product promotions that are aligned with your purchasing trends and / or interests identified through the automatic collection of information. We are notifying you about the Tracking Technologies and your options with respect to them so that your consent when encountering them is significantly informed.

### **Information We Collect from Other Sources**

We may also obtain information about you (such as email, address, demographic information, and Cross Device Data) from other sources and combine it with information that we collect about you. To the extent that we receive information about you from a third party source and combine the information received from these third party sources with your Personal Information / Personal Data collected through the Service, we will treat that combined information as Personal Information / Personal Data under this Policy. Of privacy. We are not responsible for the accuracy of information provided by third parties or how those third parties collect, use and share such information.

### **Advertising and Analytics and Online Tracking Services**

We may contract with third parties, such as Google's DoubleClick, and others, to serve ads on our behalf across the Internet, to provide us with additional information about you (including Cross Device Data and demographic information), and to provide analytics on the use of our Service. . Additionally, we may participate in online advertising networks and exchanges that serve relevant advertisements to visitors to our Service based on their interests reflected in their navigation on the Service and on certain third-

party sites that participate in the same networks and exchanges. These entities may use cookies, web beacons, pixels, embedded scripts, and other Tracking Technologies to automatically collect information about your use of the Service, such as your IP address, web browser, page views, time spent on pages, links visited, and information. Of conversation. This information may be used by us and others to, among other things, analyze and track data, determine the popularity of certain content, distribute advertising and content targeting your interests on the Service and other websites, and to better understand your activity on line.

This means that some information about your browsing of the Service and certain third-party locations and services may be shared with these companies for the purpose of distributing content, offers, and advertisements on the Service and certain third-party locations and services, and ECONO may receive from some from these companies information about the location and services of third parties that you have visited or other information about you, including Cross Device Data. This information may be used for marketing purposes and the practice is sometimes referred to as "interest-based advertising" or "retargeting" to indicate that information from one retailer is used to suggest relevant products offered by another retailer. We may also work with third parties to serve ads as part of a custom campaign on other websites or platforms. We may also use this data to provide more relevant content and offers on our Service and in our communications to you.

These and other third parties may also collect information about your online activities over time and through different websites when you use our Service.

The descriptions of our data practices in this Privacy Policy do not cover the activities of third parties regarding the use of third party information that those third parties may have collected from you (for example, browser type, operating system, domain name, day and time of visit, page (s) visited, Cross Device Data, etc.) or the methods used by third parties to collect that information (for example, cookies, web beacons and clear gifs). Some third parties, however, may offer you choices regarding their Tracking Technologies.

Please note that your browser settings may allow you to automatically transmit a "Do Not Track" signal to websites and online services that you visit. There is no consensus among industry participants as to what "Do Not Track" means in this context. Like many websites and online services, ECONO currently does not alter its practices when it receives a "Do Not Track" signal from a visitor's browser. For more information on "Do Not Track", you can visit <http://www.allaboutdnt.com>.

## **Use of Information**

We may use your Personal Information / Personal Data for various purposes, including to:

- Facilitate and improve your online experience;
- Process your registration with our Service, including verifying that your Personal Information / Personal Data is active and valid;
- Manage your account (s) online, including purchases, orders, payments, returns, exchanges, and others;
- Respond to your comments, questions and requests and provide customer service;

- Send you technical notifications, updates, security alerts, and support and administrative messages;
- Communicate with you about products, services, offers, promotions, coupons, newsletters, awards and events and provide news and information that we believe will be of interest to you (for information on how to manage or opt out of receiving these communications, please see the Your Options section, below);
- Improve our Service or other ECONO websites, mobile applications, marketing efforts, products and services;
- Personalize your online experience and provide ads, content or features that match your profile and interests;
- Monitor and analyze trends, uses, and activities;
- Process and distribute contests, promotions and sweepstakes and prizes;
- Process and track your digital coupon redemption and associate those redemptions with your account;
- Link or combine with information we receive from others to help us understand your needs and provide you with better service;
- Contact you regarding your use of our Service and, at our discretion, changes to our policies;
- Provide you with notifications regarding our Service and other websites, products and services;
- Conduct research and analysis, including focus groups and surveys, on our Service and other websites, products and services;
- Prevent fraudulent transactions and monitor threats;
- Carry out any other purpose to the extent that is not prohibited by applicable law and is not inconsistent with our statements set forth elsewhere in this Privacy Policy or at the time you provide us with your Personal Information / Personal Data; Y
- With your consent or at your direction.

At our discretion, we may also use aggregated information and other non-personal information as permitted by applicable laws.

### **Sharing Information**

Our agents, vendors, consultants and other service providers (“service providers”) may have access to, or receive from us, your Personal Information / Personal Data, and other information about you, to carry out work on our behalf; however, we do not authorize our service providers to use your Personal Information / Personal Data for any purpose other than to provide this assistance.

Additionally, we may share Personal Information / Personal Data as follows:

- To the extent permitted by applicable law, in response to i) subpoenas or other legal subpoenas or if it is our good faith opinion that such disclosure is required or permitted by law; or ii) at the request of government authorities conducting an investigation;
- To defend our Terms of Service or other policies applicable to our Service;
- To protect the rights, property, life, health, safety of ourselves or of any third party;
- To the extent permitted by applicable law, we may also use IP addresses, mobile device identifiers, or any other information that we collect to identify users, and we may do so in cooperation with copyright owners, Internet service providers, wireless service providers or law enforcement agencies, at our discretion. As permitted by applicable law, such disclosures may be made without prior notice;
- With our affiliates for their business purposes;
- Your redemption of digital coupons with our providers;
- In relation to, or during negotiations of, any merger, purchase, sale, proposed or actual, (including liquidation, realization, execution or seizure), lease, amalgamation or any other type of acquisition of all or part of the assets of ECONO, the financing, disposition, transfer or transfer of all or part of our business to another company;
- To Third Party Services that interact with our Service, with respect to such interactions;
- For other purposes to the extent not prohibited by applicable law and not inconsistent with our provisions disclosed elsewhere in this Privacy Policy, or at the time you provide your Personal Information / Personal Data; Y
- With your consent or at your discretion.

At our discretion, we may also share aggregated information and other non-personal information as permitted by applicable law.

### **Information You Publicly Reveal or to Others**

The Service may allow you to provide information, user profiles, writings, music, video, audio recordings, computer graphics, images, data, questions, comments, suggestions or other content, including Personal Information / Personal Data (collectively, "Content of the User"), in association with your account and user profile. We or others may store, display, reproduce, publish, distribute or otherwise use User Content online or offline in any medium or format (currently existing or developed in the future) and may or may not attribute it to you. Others may have access to this User Content and may have the ability to share it with third parties. Please think carefully before deciding what information you share, including Personal Information / Personal Data, in relation to your User Content. Please note that ECONO does not control who will have access to the information you choose to make public and cannot guarantee that the parties who have access to such publicly available information will respect your privacy or keep it secure. We are not responsible for the privacy or security of any information that you make publicly available on the Service or what others do with the information that you share with them on the Service. We are not responsible for the accuracy, use or misuse of any User Content that you disclose or receive from third parties through the Service. We are not responsible for User Content that you submit to Third Party Services through our Service.

## **Sweepstakes, Contests, Surveys, Polls and Promotions**

We may offer sweepstakes, contests, surveys, polls, and other promotions (each referred to as a "Promotion") that may require registration or that you submit Personal Information / Personal Information. These Promotions are strictly voluntary. If you decide to enter a Promotion, your Personal Information / Personal Data may be disclosed to third parties in connection with the administration of said Promotion, such as in relation to the selection of the winner, the performance of the prizes, and as required by law. , just like in the winners list. By participating in a Promotion, you are accepting the official rules governing such Promotion, which may contain specific requirements of you, including, except where prohibited by law, allowing the sponsor and / or other parties to use your name, voice and / or appearance in advertising or marketing materials. ECONO may offer opportunities to enter a contest or sweepstakes or other activity that we offer in conjunction with a third party. As a result of your participation in such activity, your information may be shared with the third party that is jointly offering the activity, which will be disclosed at the time your information is collected.

## **Thirdparty services**

The Service may contain links to other websites or locations on our Service, and plug-ins (e.g., Social Features discussed in the next section), third-party Tracking Technologies and other third-party applications, and content available on or through our Service, which are operated by third parties ("Third Party Service (s)"). We make no representations or accept any responsibility for the policies or business practices of such Third Party Services and we encourage you to familiarize yourself with their privacy policies before accessing them or otherwise providing them with your Personal Information / Data. Personal. In some cases, we and the Third Party Services may each post terms and policies on a Third Party Service, in which case our terms and policies govern us and the terms and policies of the Third Party Service operator govern them.

Except to the extent that we combine the information we receive from Third Party Services with Personal Information / Personal Data that we ourselves have collected through the Service, data obtained by us from a third party, even in association with the Service, is not subject to our limitations regarding Personal Information / Personal Data under this Privacy Policy, however, such data remains subject to any restrictions imposed on us by the third party, if any. Otherwise, information collected, stored, and shared by third parties remains subject to their privacy policies and practices, including whether they continue to share information with us, the types of information shared, and your choices about what is visible to others on Third-Party Services. . You should read the privacy policy of each Third Party Service, as these Third Party Services may use their own cookies, web beacons, and other Tracking Technologies to independently collect information about you. Additionally, these Third Party Services may request Personal Information / Personal Data from you.

## **Promotional Communications**

You can opt out of receiving promotional email communications from us at any time by following the instructions provided in those communications, logging into your account and adjusting these settings yourself, or sending us an email using the contact information provided here. Please note that even if you choose not to receive promotional communications, we may continue to send you non-promotional

emails, such as those regarding our ongoing business relationships. Our mobile apps can send you notifications that can include alerts, sounds, and icon badges. These push notifications or messages within the application may include operational messages and promotional messages related to products, services and offers that may be of interest to you. These can be configured in the Application Settings. As with emails, even if you choose not to receive promotional communications, we may continue to send non-promotional push notifications, such as those related to the use of the application or our ongoing business relationships.

### **Profile and Applications**

You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of the registration. The Service may allow you to review, correct or update your Personal Information / Personal Data, and change your communications and interest preferences that you have provided through the Service registration or in your account profile, the changes of which may be limited to those databases. . If you wish, otherwise, to review, correct or update the Personal Information / Personal Data that you have provided to us through the Service, please contact us using the contact information provided here. We will make good faith efforts to make the requested changes to our active databases by then as soon as reasonably possible (but we may retain prior information such as business records).

With respect to our Application, you can prospectively stop all data collection through the Application by uninstalling the Application. Also, you may be able to exercise some specific privacy options, such as enabling or disabling certain location-based services, adjusting the permissions on your mobile device or in the application settings. However, other ways of establishing or estimating location (eg, connecting to or proximity to wi-fi, Bluetooth, beacons, or our networks) may persist.

Please take into consideration that it is not always possible to completely remove or erase all your information from our databases and that residual data may remain on reserve media or for other reasons.

### **Analytics, Advertising, Online Tracking and Your Options**

You can use Google Analytics cookie use options at <https://tools.google.com/dlpage/gaoptout> or by downloading the "Google Analytics Opt-out Browser Add-on."

You can learn more about the practices of third parties that associate cookies with our Service, and the options they offer, by reviewing their privacy policies. For example, you can learn more about the privacy practices and choices offered by One Spot and AdNexus, which provide us with data for, and assist us in, ad content and personalization at: <https://www.onespot.com/privacy-policy/>; <https://www.appnexus.com/en/company/platform-privacy-policy#choices>.

Additionally, certain advertising networks and exchanges may participate in the AdChoices Program's Digital Advertising Alliance ("DAA") and may display an Advertising Options Icon for interest-based ads. You can learn more about the AdChoices DAA Program at <http://www.youradchoices.com/> and its mobile app opt-out program at <http://www.aboutads.info/appchoices>. Additionally, certain advertising networks and exchanges may participate in the Network Advertising Initiative ("NAI"). The NAI has developed a tool that allows consumers to opt out of targeted advertising that is distributed by the ad networks of NAI members. To learn more about how to opt out of targeted advertising or to use the

tool, click here: <http://www.networkadvertising.org/choices/>. Please note that even if you can opt out of certain types of targeted advertising, you will continue to receive other types of advertisements. Also, if your browsers are set to reject cookies when you visit these opt-out web pages, or you subsequently clear your cookies, use a different device or web browsers or use a non-browser based access method (e.g., an application to mobile devices), your browser-based opt-out from NAIDAA cannot, or may no longer be effective. We are not responsible for the effectiveness of, or compliance with, third-party opt-outs or programs or for the accuracy of their statements regarding their programs.

### **Users Outside of Puerto Rico**

We are based in Puerto Rico and the information we collect is governed by applicable Puerto Rico and US Federal laws. If you are accessing the Service from outside the United States, please note that the information collected through the Service will be transferred, processed, and used in Puerto Rico. Data protection laws in the United States may be different from those in the country in which you are located. Your use of the Service or providing us with any information therefore constitutes your consent to the transfer, processing, use, sharing and storage of your information, including Personal Information / Personal Data, in Puerto Rico as established in this Privacy Policy. We will take reasonable care to ensure that your data is treated fairly and legally.

### **Kids**

Our Service is intended for a general audience and is not directed at children under 13 years of age. However, some parts of our Service may be appropriate for all ages, that is, a mixed audience of users under 13 and users 13 and over, or for users under 13 (e.g., a separate section for children').

We do not intend to collect Personal Information / Personal Data as defined by the United States Children's Privacy Protection Act ("COPPA") ("Children's Personal Information / Personal Data") in a manner that is not permitted by COPPA, and for any child, or mixed-use portions of our Service (if any) we will comply with COPPA. If you are a parent or guardian and believe that we have collected Personal Information / Personal Data from Children in a manner not permitted by COPPA, please contact us using the contact information provided herein and we will remove such data to the extent required by COPPA.

Parents may want to consider commercially available parental protection controls to limit what minors can access online and / or monitor the online activities of their minor children. Examples include: [www.netnanny.com](http://www.netnanny.com); [www.webwatcher.com](http://www.webwatcher.com) and [www.sentrypc.com](http://www.sentrypc.com). We do not endorse these or other services and we are not responsible for them.

### **Data security**

We take reasonable steps to have physical, electronic, and procedural safeguards in place to help protect your Personal Information / Personal Data. Unfortunately, data transmission over the Internet cannot be guaranteed to be 100% secure. As a result, while we strive to protect your Personal Information / Personal Data, we cannot ensure or guarantee the security of any information collected through our Service.

### **Changes to this Privacy Policy**

We may change this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the top of this Privacy Policy and, in some cases, we may provide you with additional notice

(such as adding a statement to the home pages of our Service or sending you a notification by email). Any changes will be effective immediately after posting the revised Privacy Policy and your continued use of the Service expresses your consent to the then posted Privacy Policy. If you do not agree, discontinue use of the Service and uninstall downloads and applications from the Service. We will not treat your Personal Information / Personal Data collected under a previous Privacy Policy in a materially different way without your consent. We recommend that you review the Privacy Policy when you interact with us to stay informed about our information practices and the ways in which you can help protect your privacy. To the extent that any provision of this Privacy Policy is considered invalid or unenforceable by a competent court, such provision will be separated to the extent necessary for the rest to be valid and enforceable.

### **Contact Us**

We are always interested in what our clients have to say. If you have any questions or concerns about this Privacy Policy, please do not hesitate to contact us at:

**Econo Supermarkets, Inc.**  
**PO Box 4819**  
**Carolina PR, 00984**