



TERMS & CONDITIONS

Effective Date: August 24, 2017.

YOUR USE OF OUR APPLICATION IS GOVERNED BY THESE TERMS & CONDITIONS

You are interacting with our Application (defined below), which is operated by Supermercados Econo, Inc., Sábana Abajo Industrial Park 1428, Calle Río Danubio, Carolina, PR 00984 (“ECONO,” “we,” “our,” or “us”). The Application is a downloadable program for mobile and portable devices known as “Econo To Go” whereby customers can buy our products from Econo’s Supermarkets. These Terms & Conditions govern your use of any online activity related to the Application as well as, all products that you sell through the Application and features, 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 & Conditions, and consent to the collection and use of your data in accordance with the Privacy Policy. In some instances, both these Terms & Conditions and separate terms will apply to your use of the Application (“Additional Terms”). To the extent there is a conflict between these Terms & Conditions and any Additional Terms, these Terms & Conditions will control unless they expressly state otherwise.

PROPRIETARY RIGHTS

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

In using the Application, you must respect the intellectual property and other rights of ECONO and others. Your unauthorized use of the Application may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. ECONO respects the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Application, then please see the Section entitled DMCA NOTICE - NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT below. These Terms & Conditions and any applicable Additional Terms include only narrow, limited grants of rights to Content (as defined below) and to use and access the Application. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. 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 Application for any purpose is prohibited.

The Application (including past, present, and future versions) and all content included on the Application, such as prices, distribution guidelines, recipes, menus, meal planners, guides, shopping lists, sales flyers, text, graphics, logos, images, button icons, audio clips, video, photographs, data, music, software, and other material (collectively “Content”) are owned or licensed property of ECONO or its suppliers or licensors and are protected by copyright, trademark, patent, trade secret or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Content is copyrighted as individual works and as a collective work under the U.S. copyright laws (17 U.S.C. Section 101, et. seq.) and international treaty provisions, and ECONO owns a copyright in the selection, compilation, assembly, coordination, arrangement and enhancement thereof. All Content is also protected by U.S. 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 & 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 for noncommercial purposes only and only to the extent such use does not violate these Terms & Conditions including, without limitation, the prohibitions listed in the UNLAWFUL OR PROHIBITED USES section below. Accessing, downloading, printing, posting, storing, or otherwise using the Application or any of the Content for any commercial purpose, whether on behalf of yourself or on behalf of any third party, constitutes a material breach of these Terms & Conditions. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in ECONO’s sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.

TRADEMARKS

ECONO, “Econo TOGO”, and other related marks, design marks, product names, feature 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 the express prior written permission of ECONO. In addition, the look and feel of the Application constitutes the service mark, trademark and/or trade dress of ECONO and may not be copied imitated or used, in whole or in part, without the express prior written permission of ECONO. ECONO’s trademarks and trade dress may not be used in connection with any product or service in any manner that is likely to cause confusion among customers, or in any manner that disparages ECONO or suggests a sponsorship, affiliation or endorsement by ECONO.

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

UNLAWFUL OR PROHIBITED USES

The Application may only be used for lawful purposes in accordance with the terms of the license granted in these Terms & Conditions. As a condition of your use of this Application, you warrant to ECONO that you will not use the Application for any purpose that is unlawful or prohibited by these Terms & Conditions. Whether on behalf of yourself or on behalf of any third party, unless you have the express prior written consent of ECONO, YOU MAY NOT:

- (a) Make any commercial use of the Application or its Content, including making any collection 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 intelligent agents) to navigate or search the Application;
- (d) frame, mirror, or use framing techniques on any part of the Application or its Content;
- (e) make any use of data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing Content, or otherwise scrape, collect, store, or use any Content, product listings, descriptions, prices, or images, except pursuant to the limited license granted by these Terms & Conditions;
- (f) use any meta tags or any other hidden text utilizing ECONO's name or 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 you make;
- (h) use a buying agent to conduct transactions on the Application;
- (i) conduct fraudulent activities on the Application;
- (j) violate or attempt to violate the security of the Application, including, without limitation: (i) accessing data not intended for you or logging onto a server or an account that you are not authorized to access; (ii) trying to change the functionality of the Application; (iii) attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures; (iv) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting malware to the Application, overloading, "flooding," "spamming," "mailbombing", or "crashing"; (v) forging any header or any part of the header information in any e-mail or posting; (vi) forging communications on behalf of the Application (impersonating the Application) or to the Application (impersonating another user); or (vii) selling products to ECONO through the Application that are not as you have represented them to be;

- (k) send unsolicited or unauthorized email on behalf of ECONO, including promotions and/or advertising of products or services;
- (l) tamper with the Application or use or attempt to use any device, software, routine, or data that interferes or attempts to interfere with the working or functionality of the Application or any activity being conducted on the Application;
- (m) use the Application to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including others' privacy rights or rights of publicity;
- (n) harvest 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, by hacking or defacing any portion of the Application);
- (p) use the Application to advertise or offer to sell or buy (other than from ECONO) any goods or services;
- (q) reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes 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 works of the Content except as expressly authorized by Us; or
- (t) remove any copyright, trademark, or other proprietary rights notice from the Application or materials originating from the Application.

YOUR ACCOUNT

You will be required to register with ECONO in order to access certain services or areas of the Application. Your user name 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 you agree to accept responsibility for all activities that occur under your account or password. You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and you 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 & Conditions, ECONO reserves the right, in its sole discretion, to terminate or suspend your account, refuse service to you, or cancel orders. The information 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 in its sole discretion without notice or liability: (i) modify, suspend or discontinue any part of the Application; or (ii) offer opportunities to some or all Application users.

ECONO reserves the right to make changes to these Terms & Conditions at any time, and such changes will be effective immediately upon being posted on the Application. Each time you use the Application, you should review the current Terms & Conditions. Your continued use of the Application will indicate your acceptance of the current Terms & Conditions; however, any material change to these Terms & Conditions after your last usage of the Application will not be applied retroactively. With respect to any such material changes, the Terms & Conditions that were in effect at the time any claim or dispute arose between you and us will be applied.

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

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

USER CONTENT

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

You agree that any User Content that you submit: (i) will be accurate; (ii) will not violate or facilitate the violation of any law or regulation; (iii) will not violate any right of a third party, including copyright, trademark, privacy, or publicity rights; (iv) will not cause injury to any person or entity; and (v) will not contain, or provide links to, obscene, profane, or threatening language, malware, political campaigning, commercial solicitation, chain letters, mass mailings, any form of “spam”, or any material that could be considered harmful, sexually explicit, indecent, lewd, violent, abusive, or degrading. You are solely responsible for the User Content you submit, and ECONO assumes no liability 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 notice or any liability to you or any third party: (i) monitor, review, display, post, store, maintain, accept or otherwise make use of User Content; (ii) alter, remove, reject, delete, move, re-format or refuse to post or allow to be posted any User Content; and/or (iii)

disclose any User Content, and the circumstances surrounding its transmission, to any third party. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms & Conditions or any applicable Additional Terms. Such User Content submitted by you or others need not 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 User Content on the Application or elsewhere.

You agree that (a) your User Content will be treated as non-confidential and non-proprietary by us – regardless of whether you mark it “confidential,” “proprietary,” or the like – and will not be returned, and (b) to the maximum extent not prohibited by applicable law, ECONO does not assume any obligation of any kind to you or any third party with respect to your User Content. Upon ECONO’s request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms & Conditions or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User Content may not be secure, and you will consider this before submitting any User Content and do so at your own risk.

In your communications with ECONO, please keep in mind that we do not seek any unsolicited ideas or materials for products, products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for websites, apps, books, other products or services or otherwise (collectively, “Unsolicited Ideas and Materials”). Any Unsolicited Ideas and Materials you submit are deemed User Content and licensed to us as set forth below. In addition, ECONO retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. ECONO’s receipt of your Unsolicited Ideas and Materials is not an admission by ECONO of their novelty, priority, or originality, and it does not impair ECONO’s right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

For any User Content you submit, you grant to ECONO a non-exclusive, unrestricted, unconditional, unlimited, worldwide, sub-licensable, fully paid-up, perpetual, irrevocable, royalty-free and cost-free, transferable right and license to use, display, publicly perform, transmit, copy, modify, delete, adapt, publish, translate, create derivative works from, sell, distribute, record, reproduce, disclose, re-sell, sublicense (through multiple levels), broadcast, and otherwise use and exploit in any manner whatsoever, all or any portion of such User Content (and derivative works thereof) for any purpose whatsoever in all formats, on or through any form, means, or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, throughout the world, and to advertise, market, and promote the same, all without compensation or other obligation to you. For this reason, do not send us any User Content that you

do not wish to license to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. In addition, you grant to ECONO the right, without any obligation, to include the name provided along with the User Content submitted by you. In order to further effect the rights and license that you grant to ECONO to your User Content, you also hereby grant to ECONO, and agree to grant to ECONO, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User Content, without any obligation or remuneration to you.

Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User Content for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all 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 you submit. You represent and warrant that you have all rights necessary for you to grant the licenses granted in this section. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding User Content that you may have under any applicable law under any legal theory, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights.

You grant us the right to protect and enforce our rights to your User Content, including by bringing and controlling actions in your name and on your behalf (at ECONO’s cost and expense, to which you hereby consent and irrevocably appoint ECONO as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

Content may also be provided by third party visitors to the Application. Please note that visitors to the Application may post content that is inaccurate, misleading, or deceptive. ECONO neither endorses nor is responsible for any opinion, advice, information, or statements made by third parties. ECONO will not be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed by third parties reflect solely the opinions of the parties who 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 become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions

with others (e.g., when you submit any personal or other information) and in all of your other online activities.

DMCA NOTICE - NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

ECONO's policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). Copyright-infringing materials found on the Application can be identified and removed using the process listed below, and you agree to comply with such process in the event you are involved in any claim of copyright infringement to which the DMCA may be applicable.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide ECONO's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying ECONO that your copyrighted material has been infringed via the Application. ECONO does not and will not make any legal decisions about the validity of your claim of infringement or the possible defenses to a claim. When a clear and valid notice is received pursuant to the guidelines set forth below, ECONO will respond by either taking down the allegedly infringing content or blocking access to it. ECONO may contact the notice provider 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 allowed under the law to send ECONO a counter-notification. Notices and counter-notices are legal notices distinct from regular Application activities or communications. We may publish or share them with third parties in our sole discretion (in addition to producing them pursuant to a subpoena or other legal discovery request). Anyone making a false or fraudulent notice or counter-notice may be liable for damages under the DMCA, including costs and attorneys' fees. Any person who is unsure of whether certain material infringes a copyright held by such person or a third party should contact an attorney.

To file a DMCA notice, the copyright owner must send in a written letter by fax, regular mail, or email only. We reserve the right to ignore a notice that is not in compliance with the DMCA, and we may, but are not obligated to, respond to a non-compliant notice.

A DMCA notice must:

Identify specifically the copyrighted work(s) believed to have been infringed (for example, "My copyrighted work is the picture that appears at [list location where material is located].");

Identify the Content that a copyright owner claims is infringing upon copyrighted work. The copyright owner must provide information reasonably sufficient to enable us to locate the item on the Application. The copyright owner should provide clear screenshots of the allegedly infringing materials for identification purposes only. The information provided should be as detailed as possible;

Provide information sufficient to permit us to contact the copyright owner directly: name, street address, telephone number, and email (if available);

If available, provide information sufficient to permit us to notify the Alleged Infringer (email address preferred);

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”;

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 am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed”;

Be signed; and

Be sent to our DMCA designated agent at the following address:

DMCA Designated Agent:

Supermercados Econo, Inc.
Attn: Eduardo Marxuach
Sábana Abajo Industrial Park 1428
Calle Río Danubio,
Carolina, PR 00984

or, by email to:

- info@econotogo.com
- support@econotogo.com

LINKS TO, AND DEALINGS WITH, THIRD PARTIES

The Application may contain links to, and interactive functionality interacting with, third party sites, applications and other online services (collectively “applications”), including social media applications, e-commerce applications, job recruitment applications, product information, and/or product manufacturers’ applications (collectively, “Third Party Services”). ECONO is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such Third Party Services. Before enabling any sharing functions of the Application to communicate with any such Third Party Services or otherwise visiting any such Third Party Services, ECONO strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such Third Party Services. The links and interactive functionality for Third Party Services on the Application do not constitute an endorsement by ECONO of such Third Party Services. In

some cases, Third Party Services may post both our and the Third Party Services operators' terms and privacy policy, in which case our terms and privacy policy govern us and the Third Party Services operators' terms and privacy policy govern them. Other Third Party Services may link to the Application with or without our authorization, and we may block any links to or from the Third Party Services, in our sole discretion. **YOUR USE OF THIRD PARTY SERVICES AND RESOURCES IS AT YOUR OWN RISK.**

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

LINKS BY YOU TO THE APPLICATION

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

WIRELESS, MESSAGING AND LOCATION-BASED FEATURES

The Application may offer certain features and services that are available to you via your wireless and/or mobile device. These features and services may include the ability to access the Application's features 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 as to the Wireless Features for which you are registered or otherwise use, we may send communications via such features or apps to your wireless device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Application for Wireless Features, then you agree to notify ECONO of any changes to your wireless contact information (including phone number) and update your accounts on the Application to reflect the changes. The Application may include push notifications, emails, SMS messages, telephone calls or other mobile communication capability and you hereby approve our delivery of any of the foregoing communications directly to your mobile device. These notifications, including badge, alert or pop-up messages, may be

delivered 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 you do, or do not, receive via your device through your device settings. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid 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. Contact your carrier with questions regarding these issues.

You may cancel or modify our e-mail marketing communications you receive from us by following the instructions contained within our promotional e-mails. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of e-mails the opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your account or use of our Application, such as administrative and service announcements and these transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications.

If you have enabled GPS or use other location-based features on the Application, you acknowledge that your device location may be tracked consistent with the Privacy Policy. You can terminate device location tracking by our mobile app by uninstalling the mobile app, and control some location tracking via the app by using app and/or device setting. Our store finder feature may access and use information about your device location (such as based on IP address), or your account information, to suggest appropriate store locations. Our Content may be personalized based on various information we may have about you to try to provide you with more location-relevant content. The location-based services offered in connection with the Application are for individual use only and should not be used or relied on as an emergency locator system, used while driving or operating vehicles, or used in connection with any hazardous environments requiring fail-safe performance, or any other situation in which the failure or inaccuracy of use of the location-based services could lead directly to death, personal injury, or severe physical or property damage. Location-based services are used at your own risk and location data may not be accurate.

DISCLAIMERS OF WARRANTIES

As permitted by applicable law, ECONO cannot and does not represent or warrant that the Application or its server will be error-free, uninterrupted, free from unauthorized access (including third party hackers or denial of service attacks), or otherwise meet your requirements.

TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE APPLICATION AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS, SERVICES, AND USER CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE APPLICATION (COLLECTIVELY, THE “SERVICE

CONTENTS”) ARE PROVIDED BY ECONO ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. Therefore, to the fullest extent permissible by law, ECONO and its direct and indirect parents, subsidiaries, affiliates and each of their respective employees, directors, officers, members, managers, shareholders, agents, vendors, licensors, licensees, suppliers, contractors, customers, successors, and assigns (collectively, “ECONO Parties”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to: (a) the Application (including the Content and the User Content); (b) the functions, features, or any other elements on, or made accessible through, the Application; (c) any products, services, or instructions offered or referenced at or linked through the Application; (d) security associated with the transmission of your User Content transmitted to ECONO or via the Application; (e) whether the Application or the servers that make the Application available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your device); (f) whether the information (including any instructions) on the Application is accurate, complete, correct, adequate, useful, timely, or reliable; (g) whether any defects to or errors on the Application will be repaired or corrected; (h) whether the Application will be compatible with any other specific hardware, software or service; (i) whether your access to the Application will be uninterrupted; (j) whether the Application will be available at any particular time or location; and (k) whether your use of the Application is lawful in any particular jurisdiction.

AS PERMITTED BY APPLICABLE LAW, ECONO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE APPLICATION, THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT EMAILS SENT FROM ECONO ARE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. AS PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK AND THAT ECONO WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE APPLICATION OR THE CONTENT INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE AGREED BY ECONO IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, ECONO DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE APPLICATION AND THE CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, FREEDOM FROM COMPUTER VIRUS, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (i) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY ECONO PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY YOU TO ECONO OR BY ECONO PARTIES TO YOU,

OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (ii) ECONO PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY ECONO PARTIES TO THE EXTENT NOT WAIVABLE UNDER APPLICABLE LAW; OR (iii) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST ECONO PARTIES THAT IS NOT WAIVABLE UNDER APPLICABLE LAW.

IF PRODUCTS ARE PROVIDED BY THIRD PARTIES THROUGH THE APPLICATION, THOSE THIRD PARTIES MAY SEPARATELY PROVIDE LIMITED REPRESENTATIONS AND/OR WARRANTIES REGARDING THEIR PRODUCTS. THIS DISCLAIMER DOES NOT APPLY TO SUCH PRODUCT REPRESENTATIONS OR WARRANTIES, BUT ANY SUCH REPRESENTATIONS OR WARRANTIES ARE PROVIDED SOLELY BY SUCH THIRD PARTY PROVIDER AND NOT BY ECONO.

IF NUTRITION, INGREDIENT, ALLERGEN, AND OTHER PRODUCT INFORMATION IS PROVIDED THROUGH THE APPLICATION, ECONO DOES NOT REPRESENT OR WARRANT THAT SUCH INFORMATION IS ACCURATE OR COMPLETE. ON OCCASION MANUFACTURERS MAY MODIFY THEIR PRODUCTS AND UPDATE THEIR LABELS. WE RECOMMEND THAT YOU DO NOT RELY SOLELY ON THE INFORMATION PRESENTED ON OUR APPLICATION AND THAT YOU CONSULT THE PRODUCT'S LABEL OR CONTACT THE MANUFACTURER DIRECTLY IF YOU HAVE A SPECIFIC DIETARY CONCERN OR QUESTION ABOUT A PRODUCT.

Third party names, marks, products, advertisements, or services or pop-up texts or links to third party applications may appear on the Application. AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ECONO BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE, OR RELIANCE ON ANY ADVERTISEMENT DISPLAYED ON THE APPLICATION, ANY PRODUCTS, SERVICES, OR OTHER MATERIALS RELATING TO ANY SUCH ADVERTISEMENT, ANY THIRD PARTY SERVICES, OR ANY LINK CONTAINED IN A THIRD PARTY SERVICE. If you decide to link to any such third party application, you do so entirely at your own risk.

JURISDICTIONAL ISSUES

The Application is controlled and operated by ECONO from Puerto Rico, and is not intended to subject ECONO to the laws or jurisdiction of any state, country or territory other than that of the Puerto Rico. ECONO does not represent or warrant that the Application or any part thereof is appropriate or available for use in any particular jurisdiction other than the Puerto Rico. In choosing to access the Application, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the

Application's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

RELEASE

We provide information through the Application for your information and to facilitate your access to ECONO as a buyer. Your 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 proper care to limit your risk.

As permitted by applicable law, you knowingly and voluntarily do hereby indemnify, release, acquit, waive, forever discharge, and covenant not to sue ECONO, its employees, agents, any related affiliate and/or subsidiary entities from and against any and all liabilities, costs and expenses (including without limitations, any reasonable fees and expenses of its attorneys and consultants) relating to or arising out of any claims, demands or causes of action of every kind and character (including, without limitation, personal injury and property damage claims) 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 to or by ECONO through the Application.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ANY ECONO PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH (A) THE APPLICATION (INCLUDING THE CONTENT AND THE USER CONTENT); OR (B) YOUR ACCESS TO, USE OF OR INABILITY TO ACCESS OR USE THE APPLICATION, OR THE PERFORMANCE 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 FOR ANY DIRECT, INDIRECT, ECONOMIC, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, INCOME, OR PROFITS, IN CONNECTION WITH, OR OTHERWISE DIRECTLY OR INDIRECTLY RELATED TO, WITHOUT LIMITATION, THE APPLICATION, CONTENT, USER CONTENT OR OTHER ECONO PRODUCTS OR SERVICES, EXCEPT FOR DIRECT DAMAGES FOR PERSONAL INJURY CAUSED BY A PHYSICAL PRODUCT MANUFACTURED, SOLD OR PROVIDED BY ECONO), EVEN IF ECONO HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES REGARDLESS OF WHETHER YOU BRING AN ACTION BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR TORT (INCLUDING WHETHER CAUSED, IN WHOLE OR IN PART, BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR DESTRUCTION OF THE APPLICATION). EACH

PROVISION OF THESE TERMS & 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 ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND ECONO. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE(S). IF YOU ARE DISSATISFIED WITH THE APPLICATION, ANY CONTENT ON THE APPLICATION, OR THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE APPLICATION. YOU ACKNOWLEDGE, BY YOUR 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 ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS ADDITIONAL TO THOSE CONTAINED HEREIN.

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

WAIVER OF INJUNCTIVE OR OTHER EQUITABLE RELIEF

TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE APPLICATION, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER-GENERATED CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY ECONO (INCLUDING YOUR USER CONTENT) OR A LICENSOR OF ECONO.

INDEMNIFICATION AND DEFENSE

As a condition of the use of the Application, as permitted by applicable law you agree to defend, indemnify, and hold harmless ECONO Parties from and against any liabilities, losses,

investigations, inquiries, claims, suits, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to your access to or use of the Application, including without limitation: (i) any User Content submitted by you, (ii) any product liability or third party claim relating to the quality of your products sold to ECONO, and (iii) Claims alleging facts that if true would constitute a breach by you of these Terms & Conditions. You will cooperate as fully required by ECONO Parties in the defense of any Claim. Notwithstanding the foregoing, ECONO Parties retain the exclusive right to settle, compromise, and pay any and all Claims and to request reimbursement from you from any of the foregoing expenses. ECONO Parties reserve the right to assume the exclusive defense and control of any Claims. You will not settle any Claims without, in each instance, the prior written consent of an officer of a ECONO Party.

NOTICES AND ELECTRONIC COMMUNICATIONS

In the case of notices ECONO sends to you, you consent to receive notices and other communications by ECONO posting notices on the Application, sending you an email at the email address listed in your profile in your account, sending you a push notification or an SMS message, or mailing a notice to you at your billing address listed in your profile in your account. You agree that all agreements, notices, disclosures, and other communications that ECONO provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. Notice shall be deemed given (i) 24 hours after the notice is posted on the Application or an electronic message is sent, unless the sending party is notified that the message did not reach the recipient, or (ii) in the case of mailing, three days after the date of mailing. You agree that a printed version of these Terms & Conditions and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms & Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

RULES FOR PROMOTIONS

Any sweepstakes, contests, raffles, or other promotions (collectively, "Promotions") made available through the Application may be governed by rules that are separate from these Terms & Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms & Conditions, the Promotion rules will apply.

EXPORT CONTROLS

Software related to or made available by the Application may be subject to export controls of the U.S.A. To the extent permissible under applicable domestic laws, no software from the Application may be downloaded, exported, or re-exported (i) into (or to a national or resident of) any country or other jurisdiction to which the U.S.A. has embargoes, or (ii) to anyone on the U.S. Treasury

Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, or (iii) to anyone on the U.S. Department of Commerce's Bureau of Industry and Security Entities List as published in the Export Administration Regulations (including entities engaged in weapons of mass destruction proliferation in various countries and persons and entities that are suspected of diverting U.S. origin items to embargoed countries or terrorist end-uses). You are responsible for complying with all applicable trade 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 U.S. export controls or sanctions, including, without limitation, as set forth in subsections (i) – (iii) above.

APPLICABLE LAW; CLASS ACTION WAIVER

If any controversy, allegation, or claim rising out of, related to, or connected in any way to your use of the Application (collectively, "Dispute"), then you agree the Dispute shall be submitted to a court of competent jurisdiction in San Juan, Puerto Rico, and, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief 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 choice of law principles. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Puerto Rico. **YOU AND ECONO AGREE THAT EACH MAY BRING CLAIMS OR CAUSES OF ACTION ARISING OUT OF, RELATED TO, OR CONNECTED IN ANY WAY WITH YOUR USE OF THE APPLICATION IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** As permitted by applicable law, you agree that any claim or cause of action you may have arising out of, related to or connected in any way with your use of the Application must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

DEVICES AND CONNECTIVITY

You are responsible for obtaining and maintaining all devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Application and you will be responsible for all charges related to them. You further agree to look solely to the entity that manufactured and/or sold you the device 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 settings or configurations on your device in order to allow for or optimize your use of the Application (e.g., save content, access data, enable services, etc.). For instance, the Application may access and read accounts, data and/or content on your device, add content to your device, and change settings of your device, for reasons such as showing you the location of things near you; saving Application

images, sound files and writing usage logs to the device; sending Facebook and Twitter messages you initiate; sending and receiving data needed for Application operations; and to provide you notice when you are not connected to a network. You consent to these activities by installing or otherwise using the Application. Your device settings may enable you to disable, change or limit some of these activities, and you can disable all of them associated with the Application by uninstalling the Application.

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

TERMS APPLICABLE FOR APPLE IOS

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

(i) You acknowledge that these Terms & Conditions are entered into between ECONO and, that Apple, Inc. (“Apple”) is not a party to these Terms & Conditions other than as third-party beneficiary as contemplated below.

(ii) The license granted to you in these Terms & Conditions is subject to the permitted Usage Rules set forth in the App Store Terms of Service (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Application.

(iii) You acknowledge that ECONO, and not Apple, is responsible for providing the Application and Content thereof.

(iv) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Application.

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

(vi) Notwithstanding anything to the contrary herein, and subject to the terms in these Terms & Conditions, you acknowledge that, solely as between Apple and ECONO, ECONO and not Apple is responsible for addressing any claims you may have relating to the Application, or your

possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

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

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

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

MISCELLANEOUS

These Terms & Conditions, including any applicable Additional Terms, constitute the entire agreement between you and ECONO with respect to the Application and supersede all prior or contemporaneous communications, agreements, and proposals with respect to the Application. No provision of these Terms & Conditions shall be waived except pursuant to a writing executed by the party against whom the waiver is sought. No failure to exercise, partial exercise of, or delay in exercising any right or remedy under these Terms & Conditions shall operate as a waiver or estoppel of any right, remedy, or condition. If any provision of these Terms & Conditions is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. You may not assign, transfer, or sublicense any of your rights or obligations under these Terms & 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 any notice. We will not be responsible for failure to fulfill any obligation due to causes beyond our control. ECONO reserves the right to prosecute any suspected breaches of these Terms & Conditions or the App. ECONO may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

CONTACT US

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

Supermercados Econo, Inc.
Attn: Eduardo Marxuach
Sábana Abajo Industrial Park 1428
Calle Río Danubio,
Carolina, PR 00984