

TERMS AND CONDITIONS

ATTENZA DUTY FREE

GENERALS

- The web site www.attenza.net (hereinafter, the “**Web Site**”) belongs to DUTY FREE DE PANAMA, S.A. organized and existing company, in accordance to the laws of the Republic of Panama, hereinafter ATTENZA.
- ATTENZA reserves the right, at its sole discretion, of changing, modifying, or completely or partially removing the present Conditions of Use, at any time. ATTENZA, at any time and without the need of a previous notice, can modify the terms and conditions, policies or notices, content, information, services, products, quantities, between others.
- It is the responsibility of each user to verify and constantly consult the present conditions of use to be aware of such changes and modifications. The continuous use of our products and services through the access to the Web Site, means that the user agrees to the added and modified conditions at that time. As long as the user complies with the present conditions of use, ATTENZA will grant the exclusive, non-transferable and unlimited use of the Web Site.
- In case that any clause of the present conditions of use is voided, the rest of the clauses will remain in force and will be interpreted taking in account the will of the parties and the purpose of the present conditions of use.

SUBSCRIBER'S CONDITION

- Through the Web Site, ATTENZA provides information about its products and services and offers or will offer, to its SUBSCRIBERS, the possibility of contracting and booking. Do to the content and purpose of the Web Site, people that will want to benefit from these services should have the condition of "SUBSCRIBER", which is acquired by completing the registration form and following the steps that ATTENZA will communicate via email for such effects. The condition of SUBSCRIBER implies the adhesion, from their part, to the conditions in the published version at the time of accessing the Web Site.
- In any case, there are existing pages of the Web Site accessible to individuals and legal entities that do not register nor start a product reservation (hereinafter, "USERS"). Accordingly, the USERS that access these parts of the Web Site accept to be subject to the terms and conditions gathered in these conditions of use, as long as they may apply.
- ATTENZA, hereby notifies its SUBSCRIBERS and USERS that the content and use of the Web Site is reserved and directed only and exclusively to a public over the age of eighteen (18).

PRICES AND CURRENCY CONVERSION

- The prices posted on the Web Site are in dollars, currency of legal use in the United States of America (USD).

AVAILABILITY

- ATTENZA will do its utmost to please all of its SUBSCRIBERS and USERS with the demand of products.
- In the event that the product is not available, after the reservation is made, the SUBSCRIBER will be informed by email about the total or partial cancelation of the order.
- The partial cancelation of the order, due to lack of availability, does not give the right to the total cancelation of the order, at the same time, the order can be canceled or rescheduled by the USER.
- If as a result of this cancelation, the subscriber wishes to return the delivered product, it should refer to and follow the steps listed on section Returns, of these conditions of use. In any case, it is understood that this may happen, and that ATTENZA is not responsible for the inconveniences that these cases may cause to clients.

PAYMENT

- The SUBSCRIBER is obliged to provide a valid method of payment at the store, when collecting its order, and to provide its passport and *boarding pass* as identification.
- The SUBSCRIBER will be charged the final amount, when collecting its order.
- Once the order has been formalized, meaning, with the approval of the conditions of use and the confirmation of the reservation process, ATTENZA will send an email to the subscriber confirming the details of the placed order.
- The title, ownership rights, and delivery of the product is transferred in the Republic of Panama, and not in the country or place of destination.
- The sale invoice corresponding to the order, will be available and can be seen on the Web Site, in section "My account", "Reservation History".
- The SUBSCRIBER should make the payment with cash, credit card (Visa, MasterCard, ad/or American Express).

WARRANTY

- ATTENZA acts as the distributor of the manufacturers or mayor distributors, that guarantee that the products marketed on the Web Site properly function and are free of defects or hidden defects that can make them dangerous or inadequate for its normal use. Notwithstanding the foregoing, the use that each of the users or subscribers give to the products, is its sole responsibility without any liability on ATTENZA.
- The client is responsible of verifying, at the time of delivery, that the order was completed accordingly to its request and that the delivered items are in good conditions. If the client has any claims, please write to us within five (5) days after the purchase, at: contactenos@attenza.net.
- The warranty will expire in case of defects or deterioration caused by external factors, accidents, specially, electrical accidents, ware, installation and use that does not comply with the instructions of the provider or manufacturer.

RETURNS

- To make a return, you may go to any of our stores within a maximum of thirty (30) days after the purchase, with the product and the original sales receipt for the inspection, which is done by our supervisors. If you are not traveling during this time period, please get in contact with the Customer Service department via "Contact" on the Web Site, within fifteen (15) day after the purchase, and the resolution of the situation will be coordinated as soon as possible.

PRODUCT INFORMATION

- The descriptions of the products exposed on the Web Site are done based on the information provided by the providers of ATTENZA.
- The information given about the product, as well as the pictures or videos related to them and the commercial names, brands or trademarks of any kind on the Web Site, are exposed as an overall view.

TERMS, DELIVERY LOCATION

- ATTENZA commits to deliver the product in perfect conditions in the preferential desk of the main store at the Tocumen International Airport, Panama. In front of gate No. 23.
- To make the delivery, it is imperative that the SUBSCRIBER indicates its flight information.
- The reservation order will be processed 24 hours prior to the registered arrival time.
- In case of delays in the delivery of the order attributable to ATTENZA, the SUBSCRIBER will be able to rescheduled or cancel the order on the Web Site, in section "My Account", "Reservation History".
- It is understood that gifts may exist for purchases and promotions at the stores, linked to specific products or seasonal promotions. ATTENZA will do its utmost to have such gifts and promotions available for clients that make on-line reservation, but due to limited amounts of these promotions and the available time for reservations before the trip, there is no guaranteed availability at the time of collecting the reservation, gifts and/or promotions.

PRIVACY POLICIES

- Your personal information, the information of all the subscribers will be processed and incorporated to a data base owned by ATTENZA, that will be coded and safely stored in Motta Internacional, S.A. servers, company that belongs to the same business group as ATTENZA, hereinafter, GRUPO MOTTA.
- The registration information on the page is only used to get to know our customers, to communicate information related to the reservation, and to be able to deliver a personalized experience. We do not share your information with third parties that do not belong to GRUPO MOTTA.
- Personal information is necessary for ATTENZA to be able to serve the orders requested by the SUBSCRIBER, such as your name, last name, gender, date of birth, passport number, nationality, country of residence, telephone number, email address and frequent flyer number (Connect

Miles). If you voluntarily use our services, you are manifesting your explicit consent for ATTENZA to process your information as it is explained here.

- They will be used for the following purposes:
 - Facilitate the information that you have requested.
 - In case you make a reservation for a product or hire a service, to improve, meet and control the correct compliance of the contract.
 - Meet legal obligation of ATTENZA.
 - Send you promotional notifications, in case you have specifically requested it (we will send you promotional notifications related to any product or service available on the Web Site, by any media (i.e. postal, telephone, email or any other electronic media).
- In the event of a merge, sale-purchase, *joint-venture*, global cessation of assets and liabilities or any other corporate transaction, your information will then be controlled by the entity resulting from such corporate transaction, for the same purposes specified herein, unless otherwise indicated by the applicable legislation.
- You will be able to contact us through our social address, detailed at the beginning of this section, and at contactenos@attenza.net, with the purpose of exercising your access rights, rectification, cancelation and/or opposition (without prejudice to the specific *opt-out* procedure for the promotional notifications for advertising purposes by electronic means).
- ATTENZA will make changes in its Privacy Policy from time to time. If these changes affect your rights, you will be informed by email (at the last address you gave). In any case, the revised Privacy Policy will be always accessible on the Web Site.
- COOKIES: A cookie is a fragment of information that the Web Site transfers and saves in the cookies file of the browser in the hard disc of the computer, so the Web Site that sent it can remember you. ATTENZA uses them on their Web Site.

INTELLECTUAL PROPERTY

- ATTENZA is entitled to all rights over the content, designs and source code of the Web Site, and specially, including but not limited to, the pictures, images, texts, logos, designs, brands, trademarks and all information included.
- These rights are protected by the current international and Panamanian legislation related to the industrial and intellectual property.
- Additionally, notwithstanding the above, the content of the Web Site is also considered as a software; and, therefore, it is also applicable across the international and Panamanian legislation in force in the field.
- It is forbidden the partial or total reproduction of this Web Site, not even through hyperlinks, nor any of its content, without previous expressed and written authorization from ATTENZA.
- Additionally, it is forbidden a copy, reproduction, modification, distribution, commercialization, public communication and/or any other action entailing a violation of the current Panamanian and/or international legislation concerning the industrial and/or intellectual property, as well as the use of the content on the Web Site, without a previous expressed and written authorization from ATTENZA.

- ATTENZA informs, that the sole action of accessing and consulting the Web Site, does not grant a license, authorization, or any implied rights over the industrial and/or intellectual property rights or any other right or property, directly or indirectly, related to the content included on the Web Site.
- To the same extent, commercial brands, names, banners, logotypes, service brands (collectively called, "Brands") and the rest of the intellectual property rights appearing on the Web Site, are registered by ATTENZA and by the owners of the respective brands, and are respectively the property of each one of them. None of the content on the Web Site should be interpreted as a granting of any license or right to use a brand without previous and written authorization from ATTENZA or from the possible third party brand. It is forbidden the use, the reproduction, copy, modification, distribution, disclosure, sale, public exhibition by any means, total or partial communication of the intellectual property in the content of the Web Site, without previous and written authorization of ATTENZA or the owners of the respective brands. In case of unauthorized use of the rights of intellectual property by a user, the user will compensate, and will be responsible for all damages, and will cancel all rights given, to ATTENZA or the owners of the brands, as it will be subject to civil, penal and additional legal actions that may ensue.
- Additionally, all charts, commercial brands, names, commercial banners and slogans, logotypes, pictures, publicity, design, voices, text, recordings, drawings, creations, reports, and additional information on the Web Site, belong to ATTENZA or the third parties that authorized ATTEZA its exploitation and use.⁶⁷

ACCES TO OUR CONTENT

- The users are entirely responsible for their conduct when accessing the information on the Web Site, while browsing, as well as after accessing it.
- As a result of the foregoing, the users are the only ones responsible, to ATTENZA and to third parties, of:
 - o the consequences that may result from the use, illegal purposes or effects, contrary to the present conditions of use of any content on the Web Site, elaborated or not by ATTENZA, published or not officially published under its name;
 - o as well as of the consequences that may result from de contrary use of the present Conditions of Use and prejudicial to the interest or rights of third parties, or that in any way may harm, disable or deteriorate the Web Site, the reputation of ATTENZA and/or the products and services that are offered on the Web Site or its services, or avoid the normal enjoyment of the Subscribers and/or Users.
- ATTENZA reserves the right to update the content whenever it is determined appropriate, as well as to eliminate, limit or avoid the access to it, temporarily or indefinitely, as well as to deny the access to the Web Site to SUBSCRIBERS AND USERS that misuse the content and/or breach any of the CU that are herein presented.
- ATTENZA informs that, it does not warrantee:
 - o that the access to the Web Site and /or the linked pages is uninterrupted or free of error;
 - o that the content or software accessible to the SUBSCRIBERS OR USERS, through the internet or the Web Site of the linked pages do not have any error, computer virus or any other element

in the content, that can alter its system nor in the electronic documents and files saved in its software, or cause any other damage ;

- o the utilization that the SUBSCRIBERS AND USERS give, for personal purposes, to the information or content of this Web Site or linked pages.
- The information on the Web Site should be considered, by the SUBSCRIBERS AND USERS, as informative and indicative, reason why ATTENZA does not guarantee the accuracy of the information on the Web Site, and therefore, it does not incur in any liability over any possible damage or inconveniences to the SUBSCRIBERS AND USERS, that can result from any inaccuracy present on the Web Site.

OUR RESPONSABILITY

ATTENZA does not incur in any liability resulting from , including but not limited to:

- The utilization, given by the SUBSCRIBERS AND USERS, of the materials on this Web Site or linked pages, either prohibited or authorized, to the detriment of the industrial and/or intellectual property rights of the content of the Web Site or third parties.
- Any possible damage or detriment to the Subscribers or Users, caused by a normal or abnormal functioning of the browsing tools, the organization or location of the content and/or instrumentation of the technical elements that the Web Site or program facilitates to the User.
- The content of the pages that can be accessed by the Subscribers or Users, from links included on the Web Site, authorized or not.
- The acts or omissions of third parties, independently whether they are linked to ATTENZA by contractual means.
- The access of minors to the content included on the Web Site, being the responsibility of the parents or guardian, the appropriate control over the activity of its children or minors under their care, or the installation of any control tool for the use of the internet with the purpose of avoiding (ii) sending information without previous authorization of its parents or guardians.
- The communications or dialogues during debates, forums, chats and virtual communications that originate through or about the Web Site and/or linked pages, nor will respond to possible damages or detriments suffered by the Subscribers or individual and/or collective Users resulting from such communications and/or dialogues.
- ATTENZA shall under no circumstances be liable in the vent of:
- Errors or delays in the access to the Web Site, suffered by the Subscriber, at the time when entering its information on the order form, the slowness or reception impossibility by the recipient of the order confirmation or any failure that may occur when this events are due to issues with the Internet, causes of fortuitous events of force majeure and any other unpredictable event external to the good faith of ATTENZA.
- Failures or events that may happen to the communications, deletion or incomplete transmissions, so there is no guarantee that the services of the Web Site are constantly operational.
- The errors or damages produces to the Web Site by an inefficient use and of bad faith, by the Subscriber.
- The non-functioning or issues with the email address, given by the Subscriber and/or the User for the order confirmation delivery.

- Notwithstanding, ATTENZA commits itself to solving issues that may arise and to offer the necessary support to the SUBSCRIBER and/or USER to reach a fast and satisfactory resolution of the event.
- Moreover, ATTENZA has the right to do, during defined temporal intervals, promotional campaigns to promote the registration of new members to its services. ATTENZA reserves the right to modify the application conditions of the promotions, extend them, properly communicating it, or to proceed with the exclusion of any participant of the promotion assuming any anomaly, abuse, or unethical behavior in the participation of such.

APPLICABLE LEGISLATION

- All terms and conditions, policies and communications will be governed and interpreted according to the Panamanian laws, without giving effect to any principles of conflicts of laws. The users are subject to the exclusive Panamanian jurisdiction in relation to the events that may result in respect to the Web Site or any terms and conditions, policies and notices or any related manner.
- Any dispute related to the present conditions of use, as well as the interpretation and the execution of such agreement, shall be governed and interpreted according to the rules of the Center of Mediation and Arbitration of the Panamanian Chamber of Commerce, Industry and Agriculture.