

TERMS AND CONDITIONS

By using this website, you acknowledge that you have read and agreed to the following terms and conditions. You also acknowledge and agree that you are of legal age for consuming alcoholic beverage at the country or territory where you reside. If you do not agree to the terms and conditions or if you are not of legal drinking age, you must exit this site, otherwise you have assumed the risk of its unauthorized use.

The following terminology applies to these Terms and Conditions and our Privacy Policy and any or all documents related with this site: "Client", "You" and "Your" refers to the person accessing this website. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both, the Client and ourselves or either the Client or ourselves. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and should be interpreted in the most reasonable manner so as to support their logical purpose.

Privacy Statement

We are committed to protecting your privacy. That is why we use security measures that comply with Federal and Puerto Rico Law to protect our site from unauthorized access and use. These measures include computer safeguards and secured files and buildings. We also restrict access to those employees that necessarily need to access it and only for business reasons, or to comply with federal and local laws, and require that any third party comply with our confidentiality and information security standards. We constantly review our systems to ensure the best possible service to our customers. Notwithstanding, no Internet site is completely immune from unauthorized access, so while we strive to use commercially acceptable procedures to protect it, we cannot guarantee its absolute security. If a breach occurs, **Edmundo B. Fernández, Inc.** will immediately follow the policy applicable to data breaches and notify you, so that you can take remedial actions and precautions. We will also notify the appropriate governmental agencies of such breach, in compliance with the law.

Confidentiality

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of our services, products and promotions. We may be required by law to share some data for the following purposes: to third parties to process or service a transaction that you requested or authorized, to government agencies, our regulators and auditors, to third parties that assist us in marketing our products and services, to third parties that provide support for services for our products, and to respond to a subpoena, court order or judicial process.

Disclaimer/Exclusions and Limitations of Liability

The information on this website is provided on an **as is basis**. To the fullest extent permitted by law, this Company in no event will be liable for: a) any and all representations and warranties relating to this site and its contents or that which is or may be provided by any affiliates or any other third party, including any inaccuracies or omissions in this website and associated policies and documents; b) for damages arising out of or in connection with your use of this website, including without limitation, any direct, indirect, incidental, special, consequential, or punitive damages; or damages for any loss of any kind, including without it being an exclusive list, loss of data, use or any other, whether in an action in contract or tort, even if it has been advised of the possibility of such damages or if such damages are foreseeable. The parties acknowledge that the limitations of liability in this provision and the allocation of risk herein are an essential element of the terms and conditions. The above exclusions and limitations apply only to the extent permitted by law.

Availability, Fitness and Applicability

All advertising and services are intended solely for the Puerto Rico and the United States of America markets. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited by proprietary laws of copyrights and trademarks, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided in the most reasonable commercial manner.

Log Files

We use IP addresses to analyze trends, administer the site and track user's movement. IP addresses are not linked to personally identifiable information (PII). Additionally, we use data for systems administration, detecting usage patterns and troubleshooting purposes. This information is not shared with third parties and is used only within this Company on a need-to-know basis. For use of PII, see our *Privacy Policy*.

Cookies

Like most interactive websites, this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies. You can, however, instruct your browser to refuse all cookies or to indicate when a cookie is being sent. Be aware that if you do not accept cookies, you may not be able to use some portions of our Site.

Links to this website

You may not create a link to any page of this website, without our prior written consent. If you do create a link to a page of this website, you do so at your own risk and we will prosecute you to vindicate our proprietary rights.

Third Party Content and Links from Our Website

We do not monitor or review the content of postings in either our site nor that of other party's sites, which are linked from this website. Opinions expressed or material appearing on our site or such websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or materials. Please be aware that we are not responsible for the privacy practices or content of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site, before disclosing any personal information. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright, trademarks and other relevant intellectual property rights exist over all text and content of this website. This Company's logo is a registered trademark of **Edmundo B. Fernández, Inc.** in Puerto Rico, United States and other countries. The brand names and specific services of this Company featured on this web site are also trademarked. We may include a third party copyrighted material on this site with their authorization.

Communication

Contact information, can be found on our *Contact Us* link on our website or via Company literature or via the Company's stated telephone. If you have any comments regarding these Terms and Conditions, contact us in writing to the postal address stated in the *Contact Us* section of the site.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party, including but not limited to any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, or any other which could not have been reasonably foreseen.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof, and shall not cause a diminution of the obligations under this or any Agreement.

Governing Law And Jurisdiction

By accessing this website and using our services, you consent and acknowledge that the substantive and procedural laws of Puerto Rico govern this Agreement. Parties agree to submit to the exclusive jurisdiction of Puerto Rico Courts and stipulate venue in the Bayamon Court of First Instance, relating to any dispute concerning this Agreement.

General

It is agreed that the terms and conditions of this Contract are independent and separate from each other, and that the nulling and voiding of one or more clauses by a court with competent jurisdiction does not affect the validity of the remaining ones, which will continue in full force, effective and binding.

Notification of Changes

The Company reserves the right to modify these conditions, from time to time, as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these Terms and Conditions. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page. If there are any changes in how we use our site customers' PII, notification will be given by the publishing of such changes in our site, 30 days prior to their effectiveness.

You agree that such modifications supersede all prior or contemporaneous agreements or representations, whether written or oral.

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

BY ACCESSING THIS WEBSITE AND INSERTING YOUR INITIALS OR CHECKING THE I AGREE BOX, YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS AND ARE BOUND BY THEM.

Revised May 2015