

TERMS AND CONDITIONS

The present terms and conditions of use are intended to regulate all handling of the Oxigeno Website and App.

Definitions

App: Oxigeno App.

Website: Oxigeno Website www.oxigeno.com.

Oxigeno: Human Playground Oxigeno, is a unique and interactive space that integrates the community, entertainment, sports, gastronomy, shopping and green areas

User: You with the simple download and use of the App or access to the Website.

Registered User: You if you create an account in the App or the Website.

Database: Personal data gathered from Users duly organized and used for the purposes that Oxigeno informs you in the "Privacy and Data Protection Policy"

General

The App and the Web Page are the sole and absolute property of the company **Estación 401 S.A.**, identity card number **3-101-643023** (hereinafter "**Estación**"), together with any type of intellectual and industrial property, images, designs and any other exclusive element of the App and the Website.

To use the App, it is necessary to comply with the previous registration (creation of the "Account"), allowing the Registered User to access information and perform different types of actions, always in accordance with the type of user that is.

To make use of the Web Page in its public section it is not necessary to comply with any previous requirement, to make use in its section for Registered Users it is necessary to comply with the previous registration (creation of the "Account").

The download and use of the App, as well as the navigation on the Website are completely free and are available in versions for iOS and Android, however you are warned that any kind of navigation can lead to charges by your telephone operator, of which **Estación** is totally exempt from liability.

User and Security of the Account

To create an Account, it will be enough to follow the instructions that appear for its creation (see [\(link privacy policy and data protection\)](#)) Once the Account is created, the User will receive the status of a REGISTERED User, with a name of user and a password to access the App and the Registered Users section of the Website.

The use of the App and Website is designed for people of legal age or minors under the strict supervision of their parents or guardians.

The use of the aforementioned username and password is personal and non-transferable, the transfer, even temporary, of the same to third parties is not permitted. In this regard, the User undertakes to make personal use of them and to keep them protected from the knowledge of third parties, accepting all liability that may arise from their disclosure, and exonerating **Estación**.

In any case that a User has any type of suspicion in relation to the use of his username and password by a third party, the User must proceed immediately to change the password following the procedures established for it in the App and on the Website.

In the same way, if any suspicion arises of misuse of your account, **Estación** shall have the right to change your password, block the account, which will be communicated to the email address that you provide, assuming that you will be the one that has access to the information sent to that email address.

Functionality of the App

The App and Web Page are designed to be communication tools between Oxigeno and yourself, as well as to make available to you through it some facilities.

What you can do in the App:

You as a Registered User of the App may:

- i. **Profile:** Edit your profile, data and preferences.
- ii. **Worlds:** Access information about the worlds and attractions of Oxigeno.
- iii. **Stores:** Access information and location of stores within Oxigeno.
- iv. **Events:** Access information about events, buy tickets or get free tickets.
- v. **Coupons:** Access the discount coupons of the stores that are in Oxygen.
- vi. **Map:** Search for stores and facilities within Oxigeno and if the App is allowed, it will guide you to your destination.
- vii. **Parking:** Parking payment.
- viii. **Services:** Access information about the services that Oxigeno makes available to you.

You as a Registered User of the Website may:

- i. **Profile:** Edit your profile, data and preferences.
- ii. **Worlds:** Access information from the worlds.
- iii. **Oxygenate:** Access to general information about Oxigeno, news, blogs and other content.
- iv. **Attractions:** Access information about Oxigeno attractions.
- v. **Directory:** Access information and location of stores within Oxigeno.

- vi. **Events:** Access information about events, buy tickets or buy free tickets.
- vii. **Tickets:** Buy tickets or get free tickets.
- viii. **Coupons:** Access the discount coupons of the stores that you can find in Oxigeno.
- ix. **Services:** Access information about the services that Oxigeno makes available to you.

Obligations and prohibitions of the User

The User agrees that by using the App and Website he/she will refrain from:

- a) Use the App and Website in a manner, for purposes or effects contrary to law, morality and good customs or for personal gain of any kind.
- b) Attempt against the integrity of the App or Website through any type of actions, aiming to damaging the integrity of the App or Website, without intending to be exhaustive. Examples of prohibited actions would be: sabotage attempts, "hacking", saturation of the service by manual means or with the use of software tools "Robots", etc.
- c) Reproduce or copy, distribute, allow public access through any means of communication, transform or modify the content of the App or the Website;
- d) Carry out any act that involves a breach of intellectual or industrial property rights belonging to **Estación** or third parties such as the distribution, modification or alteration of the content of the App or Website (texts, graphics, photographs, logos, icons, images) as well as graphic design, source code and software, whether they are the exclusive property of **Estación** or are owned by third parties.
- e) Use both the App and Web Page and the information obtained through it to advertise or trade for direct sales or with any other kind of purpose whether commercial or not;

If disobedience to these Terms and Conditions by the User results in damages for **Estación** or any third party, the User will be forced to fully compensate the suffered damage.

Suspension of service

Estación will try to ensure at all times full compliance with the Costa Rican legal system. For this reason, **Estación** reserves the right to suspend the services to any User and in the cases considered convenient, the account of the User who acted in contempt of these regulations of use shall be eliminated even if it is just a justified suspicion that the User might be doing so. All the foregoing without prejudice to any legal actions that **Estación** may have to exercise to safeguard its rights or those of third parties; even to seek compensation for the actions committed by the infringer

Contractual relationship and general conditions of sale

Estación, through the App and Web Page, will advertise products or services of third parties, as well as events that are also organized by third parties and will make available the coupons of the stores located in **Oxigeno**, thus the User understands that **Estación** will not be responsible for the information published in the name and on behalf of these third parties nor does it have any role in the contractual relationship that the User has with these companies when purchasing products or services, nor does **Estación** grant any guarantee as to the coupons that the stores of Oxigeno make available in the App or on the Website.

Estación liability limitations

You, with the sole use of the App and / or the Website, acknowledge and accept the following limitations to the responsibility of **Estación**:

1. **Estación** does not accept any sort of responsibility for the activities or behaviors of Users.
2. The App and Website shows the contents of Oxigeno and other third parties. It will not be considered at any time that Estación is responsible for the legality of the contents of third parties that are displayed in the App or the Website, being that they are included as they are provided to **Estación**.

3. In the case of the coupons provided in the App and Web Page, **Estación** is not responsible for the fulfillment of the Oxigeno stores in terms of what is offered in said coupons.

4. Regarding the sale of tickets for activities organized by third parties and not **Estación**, the latter will not be responsible for the performance or quality of the activity.

5. In the event that the contents of the App or Website include a hyperlink that allows access to websites of third parties, such access to the websites of third parties is done at your own risk.

6. If you consider that your intellectual or industrial property rights are being breached by any content that is present in the App or on the Website, we inform you of your possibility to contact **Estación** to clarify the situation. However, with regard to third-party content, **Estación** will not be held responsible if it is proven that the content in question was against third parties' rights in any way being that, as said, the contents belonging to Third Parties are published as it is provided to Estación and therefore no responsibility will be accepted on said content.

7. Under no circumstances will the Estación be liable for any damage, including the loss of benefits and damages that may occur from a virus, worms, programs or sections of harmful programs that could infect your computer equipment during your access or browsing the App or on the Website, being that Estación warns you that while all appropriate security measures will be taken, on Internet you cannot consider any system, App, website or any other type of online environment as invincible against attacks of third parties. It is considered that it is your responsibility to keep your equipment with the appropriate program (s) to prevent infection during your use of our App and Website and for which you accept full responsibility and release **Estación** from any type of responsibility in this regard.

Regarding Communications with Users or Users

The processing of personal data and the sending of communications by electronic means are in accordance with the regulations established in the Law on the Protection of the Person at

the Processing of Personal Data Number 8968 and its Regulations. (See "Privacy policy and data protection link")

At the time of creating your Registered User Account, you allow the **Estación** to send you communications on behalf of **Estación** or on behalf of third parties. However, you are informed that in all electronic communications sent by the Responsible the name of the sender will be duly informed, as well as the manner in which you can object to continue receiving communications.

Notwithstanding the previous paragraph, users can request to exclude themselves from this service in a simple and free of cost manner, by sending a written communication to: **Estación**, or by contacting the following email address: oxigenodatos@cuestamoras.com

Any suggestion, comment or communication that you make to Estación through the means enabled for that purpose, will be considered as "non-confidential" and may also be communicated by Estación to third parties without your consent.

In addition to the foregoing, Estación or third parties may use said information for commercial purposes and implement suggestions made by you, and this actions do not grant you any intellectual or industrial property rights over the knowledge or ideas expressed in the aforementioned communications nor can you claim any payment from Estación or third parties for the information contained in any communication made by you to Estación.

Acceptance of the user

You are considered "User" of the App and Web Page and you accept these Terms and Conditions with the single download and use of the App or with simple access to the Website, respectively, forcing yourself to comply with what is established here. These terms and conditions will be in force during the time they are published for Users, so that as they are modified or updated in whole or in part, these conditions will no longer be valid, the new terms of use will be those that will regulate the use of the App and Web Page. **Estación**

recommends reading this document prior to each use, as it reserves the right to modify at any time the presentation and configuration of the App and Website, as well as these Terms and Conditions of use.