

**Terms and Conditions**  
**(Contractual Relationship)**

***PRONTO 2GO***

1. General Terms and Conditions.

1.1 These terms of use govern your access or use from within Puerto Rico of the services and products (collectively, the “**Services**”) made available from time to time by **Pronto 2Go LLC** on its website [www/pronto2go.com](http://www.pronto2go.com) and its “**Pronto 2Go**” application for your personal devices. By accessing or using the Services you confirm your agreement to be bound by these terms and conditions. Pronto may amend these terms and conditions from time to time. Any amendments will be effective upon posting of the updated terms and conditions. Your access or use of the Services after such posting confirms your agreement to be bound by such amended terms and conditions.

2. The Services.

2.1 The Services comprise mobile applications and related services (each, an “**Application**”), which enable users to arrange and schedule transportation, logistics and/or delivery services and/or to purchase prepared food from certain restaurants under agreement with Pronto (the “**Providers**”). In certain instances, the Services may also include an option to receive delivery services for an additional fee, subject to acceptance by the respective Providers. The Services are made available solely for your personal, noncommercial use. Pronto is not a delivery services or a transportation carrier. The Application allows you to (i) order food online from the list of participating restaurants identified on Pronto’s website; and (b) pre-pay the Provider for your food order using the Application with your debit or credit card or with cash at the time that you order.

2.2 Subject to your compliance with these terms and Conditions, Pronto hereby grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. The Services and the Application are and shall remain the property of **Pronto 2GO LLC** (“**Pronto**”), a Puerto Rico limited liability company. Pronto does not endorse the Provider’s services and content and in no event shall Pronto be responsible or liable for any products or services sold to you by the Providers.

2.3 The Services will only be available during working hours of the Providers. Pronto does not represent or warrant that the Services will be uninterrupted, timely, error free, free of viruses or other harmful components or that any such defects that may exist will be corrected. Pronto does not represent or warrant that the information available on the Application related to the Services will be correct, accurate or complete.

3. User Accounts and Access to the Services.

3.1 To use the Services, you must register for and maintain an active personal account with Pronto for the Services (an “**Account**”). You must be at the age of legal majority in Puerto Rico (18 years), to open an Account. Account registration requires you to submit to Pronto personal information, including your name, address, mobile phone number and age, as well as at least one valid payment method supported by the applicable Provider pursuant to the Application. You are

required to maintain in your Account accurate, complete, and up-to-date information. Your failure to maintain Account information that is accurate, complete, and up-to-date, including having an invalid or expired payment method on file, may result in your inability to access the Application or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. You may only possess one Account. You can also access the Services by registering as a guest

3.2 The right to use this Application is personal and is not transferable to any other person or entity. You will immediately notify Pronto of any unauthorized use of your Account.

3.3 You are exclusively responsible for obtaining the access necessary to a data network to use the Services. The rates and fees of your mobile network's data and messaging may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications. Pronto does not guarantee that the Services will work on any particular hardware or devices. The Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

#### 4. Business Terms.

4.1 You can use the Service to place food orders from the Providers and Pronto will, subject to these terms and conditions, coordinate the delivery of your order to you. Any order that you place using the Application will be subject to the restrictions and limitations set out in these terms and conditions including, but not limited to, availability of the product and the address for provided for the delivery. All order are final and treated as confirmed upon placement and submittal on the Application.

4.2 The Services may result in charges to you for the Services you receive (the "Charges"). Pronto will receive your order and enable your payment of the applicable Charges for the Services for the food purchased through your use of the Services. Charges will be inclusive of applicable taxes as required by law. Pronto may call you on the telephone or mobile number provided to confirm the details of the order, the price to be paid and the estimated delivery time. For this purpose, you will be required to share certain information with Pronto, including but not limited to (i) the first and last name (ii) mobile number; and (iii) email address. It will be your responsibility to bring to Pronto's attention any incorrect details of your order.

4.3 Pronto may call you on the telephone or mobile number provided or email to notify you of the unavailability of the food you ordered or changes in price of the order. At this time, you may change, or modify, the order and such change shall be treated as final and you will receive an email confirming your changes to the order. In the event you are unavailable at the time Pronto contact you to confirm your order, Pronto may cancel your order and in such event the cancellation and refund policy below shall be applicable.

4.4 With respect to the Providers, Charges you incur will be owed directly to the Providers, and Pronto will collect payment of those charges from you, on the Provider's behalf as their limited payment collection agent, and payment of the Charges shall be considered the same as payment made directly by you to the Provider. In such cases, you retain the right to request lower Charges from a Provider for services or goods received by you from such Provider at the time you receive such Services or food, and Charges you incur will be owed to the Provider. Pronto will respond to any request from a Provider to modify the Charges for a particular Service or food. This payment structure is intended to fully compensate a Provider for the Services or foods sold in connection with your use of the Services. Pronto does not designate any portion of your payment as a tip or gratuity to a Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Provider who provides you with Services obtained through the Application, you are under no obligation to do so. Gratuities are voluntary. You shall not, under any circumstances whatsoever, make any payment directly to the Provider.

4.5 You hereby authorize the collection of payment of any Charges by charging the credit card provided by you when placing your order for the services or food, either directly by Pronto or by using a third party online payment processor or by one of the payment methods designated for the Services. If you are directed to a third party payment processor, you may be subject to the terms and conditions of that third party's service governing use.

## 5. Order Cancellations and Refunds .

### 5.1 Limited Cancellations Policy.

(a) As a general rule, you cannot cancel your order once you have received confirmation of the same.

(b) If you are contacted by Pronto to notify you of the unavailability of an item that you ordered you will have the right to cancel at that time the entire order and if so cancelled you will be entitled to a refund of the Charges for the cancelled order.

(c) Pronto may also cancel your order as follows:

(i) in the event the address designated for the delivery falling outside of Pronto's delivery zone as set forth in the Application;

(ii) if Pronto cannot contact you by phone or email to confirm your order;

(iii) unavailability of all the food items you ordered when placing the order; or

(iv) for reasons outside of our control or attributable to the Provider.

### 5.2 Rights to a Refund.

(a) You will only be entitled to a refund if your order is cancelled for any of the reasons indicated in Section 5.1 or if the packaging of your order has been tampered or damaged when you receive the delivery of your order.

(b) Pronto's decision regarding refunds are in their sole and absolute discretion.

(c) Refund amounts will be credited as promptly as possible.

## 6. Representations from you.

By using the Services, you represent and warrant to Pronto that:

(a) All registration information you submit will be true, lawful, accurate and complete and you agree to maintain the accuracy and completeness of such information.

(b) Your use of the Services shall be solely for your personal use and you shall not authorize others to use your account, including your profile or e-mail address and you are solely responsible for all content published or displayed through your account, including any email messages, and your interactions with other users and you shall abide by all applicable laws and regulations, including those related to data privacy and the transmission of technical or personal data.

(c) You will **not** submit, post, upload, distribute, or otherwise make available or transmit any content that:

(i) is defamatory, abusive, harassing, insulting, threatening, harmful to minors, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person;

- (ii) is bigoted, hateful, or racially or otherwise offensive;
- (iii) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or
- (iv) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them.

(d) You will not (i) use the Services for commercial purposes of any kind, or (ii) advertise or sell any products, services or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind. In the event you want to advertise your product or service contact [REDACTED].

#### 7. Disclaimers and Limitation of Liability.

**DISCLAIMER.** THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE: PRONTO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, PRONTO MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PRONTO DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

**LIMITATION OF LIABILITY.** PRONTO SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF PRONTO, EVEN IF PRONTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PRONTO SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY PROVIDER, EVEN IF PRONTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRONTO SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND PRONTO'S REASONABLE CONTROL.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE GOODS AND DELIVERY SERVICES WITH PROVIDERS, BUT YOU AGREE THAT PRONTO HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

#### 8. Treatment of Personal Information by Pronto.

Pronto's collection and use of personal information in connection with the Services is described in Pronto's Privacy Statement located at \_\_\_\_\_ (the "**Privacy Policy**").

#### 9. Severability.

If any of these terms should be determined to be illegal, invalid or otherwise unenforceable, then it shall be severed and deleted and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

10. Non-assignment.

You shall not assign or transfer or purport to assign or transfer this agreement to any other person.

11. Governing law.

These terms and conditions are governed by the laws of Puerto Rico.

12. Indemnification.

You agree to indemnify and hold Pronto and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these terms and conditions; (iii) Pronto's use of your "User Content", or (iv) your violation of the rights of any third party, including any Providers.