

**TERMS AND CONDITIONS  
FOR THE “DÚ” E-COMMERCE APPLICATION IN THE  
JUAN SANTAMARÍA INTERNATIONAL AIRPORT**

This document describes the general terms and conditions (hereinafter referred to as the “Terms and Conditions”) applicable to the use of the contents, products, and/or services offered by market operators duly authorized thereto (hereinafter referred to in singular as the “Merchant”) through the electronic portal DÚ (hereinafter referred to as the “Website”), property of the company Companhia de Participacoes em Concessoes (hereinafter referred to as “CCR Group”) to passengers and/or other customer using the Juan Santamaria International Airport (hereinafter referred to as the “Customers”). The use of the Website assumes the satisfactory understanding and acceptance by the Merchant and Customers (hereinafter referred to collectively as the “Users”) of these Terms and Conditions. Users who find them unacceptable shall refrain from using the Website.

1- General Terms

- 1.1 The purpose of the Terms and Conditions is to describe the manner in which the service provided by the Website operates, specify the objective and management of the information of each transaction made thereon, and establish the conditions and restrictions for its operation.
- 1.2 CCR Group maintains ownership of the Website and has conceded to its subsidiary Aeris Holding Costa Rica, S.A. (hereinafter referred to as “AERIS”) the right to operate it in Costa Rica to facilitate the commercialization engaged in by the Merchant in Juan Santamaria International Airport (hereinafter referred to as “SJO”) of contents, products, and/or services. CCR Group and AERIS reserve the right to modify, add, or remove at any time and without prior notice any presentation, contents, functionality, contents [sic], products, services, and/or configuration contained in the Website and the Terms and Conditions themselves, without assumption of liability to the Users.
- 1.3 Access to the Website is open and free of charge for Passengers and/or other customer of the airport, who shall not be required to pay any fee whatsoever.

Merchants shall obtain a license to use and access the system under the terms as agreed in the respective contract with AERIS (hereinafter referred to as the “License Agreement”).

- 1.4 The Website is intended to serve solely as a meeting place for Merchants and Customers for marketing of the contents, products, and/or services offered by the Merchants, such that the responsibility of CCR Group and AERIS is limited to these Website services (hereinafter referred to as the “Services”). It is therefore understood that all transactions, in terms of consumer relations and relevant law, are carried out exclusively between the Merchants and the Customers.

2- II. Website Information Technology Features

- 2.2 Users accept that as part of the regular operational codes the Website may use navigational mechanisms such as cookie files that are stored in the devices from which the Website is accessed.
- 2.3 Different models or versions of electronic devices or intermediary routers may operate with hardware or software that is

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- incompatible with the Website, causing problems or failures in its normal functioning, for which CCR Group and AERIS assume no liability toward the Users.
- 2.4 The Website and its Services are subject to limitations, delays, failures, and other problems inherent to their use through Internet platforms and electronic communications, including the action of the Passenger’s terminal device and/or the Merchant’s terminal device. Neither CCR Group nor AERIS assume liability for such delays or failures, or the damages and losses caused thereby, unless the direct responsibility of these companies for the interruption of the normal functioning of the Services is adequately demonstrated by the interested party.
- 3- II. Rights and Obligations of the Website Users
- 3.3 Users are obligated to use the Website and its Services legally and to provide truthful information as required for processing transactions, without violating the provisions of these Terms and Conditions, good morals, or public order, and shall refrain from committing any act that may affect third party rights or harm the Website’s functioning in any way.
- 3.4 Users are obligated to administer and safeguard any access credential conceded to them for use of the Website and its Services.
- 3.5 The Merchant agrees to respect and perform the terms of Law 7472 and Executive Decree 37899, as well as any other regulation regarding data protection according Law 8968 and commercial relationship established with Customers through the Website, including, without restriction, matters concerning the quality of its contents, products, or services and their guarantees.
- 3.6 The Merchant shall present its contents, products, and/or services offered on the Website with clear, accurate, easily accessible information in simple, easily understandable language about the goods and services being offered, according to the nature of the goods or services involved, such that the consumer shall have sufficient information for making an informed decision. The language shall not mislead or be subject to interpretations, limitations, or conditions that affect the end user’s ability to acquire, access, or use the good or service.
- 3.7 For their part, CCR Group and AERIS agree to administer the Website’s operation objectively, using the information resulting from the Website’s operation transparently and for the express purpose of completing purchase transactions. Customers’ personal information or bank data shall not be stored and shall be used exclusively for processing the transaction at that time.
- 3.8 As appropriate, CCR Group and AERIS reserve the right to remove from the Website all comments and contributions that infringe on third party rights, are discriminatory, disrespectful of human dignity, or in violation of the law or public order, or that in their opinion are not appropriate for posting. However, CCR Group and AERIS assume no liability whatsoever for comments or posts made by Users.

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- 4- Website Operation and Service Procedures and Use
- 4.1 Since the Website is set up as a platform to help Merchants sell their products or services to Passengers, the procedures and restrictions specified below shall apply to its operation and Services. The Services do not contemplate in any way the marketing by CCR Group and/or AERIS of any content, product, or service to Passengers.
- 4.2 By accessing the Website, Passengers will be able to review the categories of content, products, or services made available by the Merchants. Any product or service that Customers are interested in buying can be selected and placed in a shopping cart that can be edited at any time until the purchase is processed.
- 4.3 The prices stated for the contents, products, and services in the Website already includes any fee the Merchant applies for processing the purchase by this means and will contain any other rate or tax applicable to the purchase.
- 4.4 When Passengers have determined the content, product, or service they are interested in buying, they should process the purchase in the Website’s check-out section, for which they must enter their identification information such as name, email address, flight number and/or boarding pass, and select the content, product, or service pick-up method, depending on availability.
- 4.5 Passengers understand that one of the means for picking up the content, products, or services is having them delivered by the Merchant directly to the gate in SJO at points marked in advance as “Pick-up Points”. If they choose this method, Customers are responsible for selecting the pick-up site correctly and keeping it updated in the event of a change, whether decided by the Passengers or due to a change of gate assignment for the respective flight.
- 4.6 Once the delivery method is selected and the pickup method is determined for the product or service, the Website will direct the Customers to the payment window where they must complete the required information for processing the transaction.
- 4.7 Content, product, or service orders being processed through the Website will not be processed if the remaining time for delivery to the flight is equal to or less than an hour from the time of the intended purchase. In addition, even where the aforementioned time restriction is not an issue, orders may be rejected by the Merchant due to the following: inability to process the payment (caused by the bank services, insufficient funds for the payment method, errors made by Customers when entering the information, or any other reason); high demand for its content, products, or services in the store that make it difficult to handle the sales logistics through the Website; peak hours for in-store customer service that force the Merchant to dedicate its human resources to addressing store customers in person; out-of-stock content, products, or services; or preparation time overruns prior to delivery to the Passengers’ flight. If, after payment has been processed and accepted, the order is rejected for any of the preceding reasons, the payment will be refunded in full to the Customer. This

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refund will be processed within the time established for this by the payment systems used on the Website, not to exceed thirty calendar days.

- 4.8 Customers accept that their orders do not obligate the Merchants unless they are expressly accepted and so recorded in confirmations issued by the Website. However, all orders generated by Customers on the Website are considered final and without possibility of cancellation.
- 4.9 If the order is accepted by the Merchant, the Website will direct the Customer to a window with the order confirmation, which will also indicate delivery time, selected pick-up method, and other purchase details. If the Merchant fails to deliver at the established time, Passengers are authorized to request cancellation of the order and full refund of the amount paid.
- 4.10 Except for the refund circumstances considered in these Terms and Conditions, all payments made through the Website are final, definitive, and non-revocable.
- 4.11 When a Merchant has prepared the order and the order is ready for delivery, the Website will inform the Customer, who can either go to the Merchant’s establishment to pick it up if this was selected as the delivery method, or go to the selected pick-up point if this was selected. If the Customer is not at the selected Pick-up Point to receive the order when the Merchant’s staff arrives, the order will be immediately returned to the Merchant’s establishment where the Passenger should go to pick it up. In general, with delivery of orders at pick-up points other than the Merchant’s establishment, whenever contact between the Merchant’s staff and Passengers is not

possible, Customer should assume their orders have been returned to the Merchant’s establishment and should go there to pick them up. Since their orders will be available to the Customer, they will be charged for the orders even if they do not go to the Merchant’s establishment to pick the orders up.

- 4.12 The Merchant may, at its discretion, require the Customer to show a personal ID linking them to the order or the payment method used for the order.
- 4.13 Users understand and accept that, due to the nature of the Services, the participation of banking entities and their electronic payment facilities is required, so for purchase transactions made on the Website CCR Group and AERIS have selected Banco Bac San José, S.A. (hereinafter referred to as the “Bank”) and its electronic credit card transaction processing services. Users shall therefore also be subject to the terms, conditions, and privacy policies of the service provided by the Bank. Any additional fees applied by the Passengers’ credit card issuers or banks to their accounts for use of the payment method abroad or for electronic methods shall be payable by the Customers and CCR Group, AERIS, or the Merchant assume no liability therein.
- 4.14 Any irregular transaction made by Users with regard to these Terms and Conditions shall give CCR Group and AERIS the right to suspend access by the Customers or Merchant to the Website and its Services.

5- Intellectual and Industrial Property

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- 5.1 Use of the Website or its Services does not confer on the Users or third parties any right of ownership over same.
- 5.2 CCR Group is the owner of all intellectual and industrial property rights over the Website, this being understood as the source code that makes its functioning possible as well as images, sound and video files, logotypes, brands, color combinations, structures, designs, and other distinguishing elements, such that the reproduction, distribution, or dissemination of the Website’s contents in any format or means without the authorization of CCR Group is expressly prohibited.
- 5.3 Merchants shall be responsible for adequate publicity of any brands or distinctive signs of the contents, products, or services they market on the Website.
- 6- Limited Liability
- 6.1 Mere access to the Website does not assume the establishment of any relationship whatsoever between CCR Group and/or AERIS and the Customers.
- 6.2 Since the Website facilitates trade relations for many categories of content, products, or services marketed in SJO, including liquor, it is aimed exclusively at persons of legal age in the terms of the laws applicable to these Terms and Conditions, so Passengers who accept the Terms and Conditions for using the Services are assumed to be of legal age and legally qualified to abide by the applicable conditions.
- 6.3 Neither CCR Group nor AERIS warrant in any way the Website’s continuity and availability and therefore assume no liability for damages caused by the Website. Notwithstanding, they will make their best efforts to ensure the continuity of the Services.
- 6.4 The Website may include links to third-party websites with their own terms, conditions, and privacy policies and CCR Group and AERIS assume no liability for any data provided by Users to these external sites.
- 6.5 CCR Group designates AERIS as responsible for implementing and operating the Website in SJO for the Republic of Costa Rica and authorizes it to act before any administrative or judicial authority or to act directly in any administrative or judicial dispute, without relinquishing its right to revoke said authorization wholly or in part at any time.
- 6.6 The rights and obligations deriving from these Terms and Conditions for Users or for operation of the Website or its Services are nontransferable.
- 6.7 Tolerance or failure on the part of CCR Group or AERIS to exercise one or more of the powers recognized in these Terms and Conditions with regard to Users does not imply a waiver of their rights.
- 7- Applicable Law and Jurisdiction
- 7.1 Operation of the Website and the trade relations deriving thereof, being carried out in the Republic of Costa Rica, are subject to the laws of Costa Rica and the jurisdiction of its regular courts. CCR Group, AERIS, the Merchant, and the Passenger assume exclusively the scope of their liability according to their participation in the Transaction.

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- 7.2 Even in the event specific provisions or rules and regulations order conflicts arising from the operation of the Website or its Services to be resolved in a different jurisdiction, Users agree to process litigation according to the laws of the Republic of Costa Rica.
- 7.3 Should any of the provisions of these Terms and Conditions be declared unenforceable or illegal by a competent authority, such unenforceability or illegality shall not affect the validity and enforceability of the remaining provisions or obligate CCR Group or AERIS, for this reason alone, to indemnify in any way the person claiming the unenforceability or illegality. In this case, CCR Group and AERIS reserve the right to amend these Terms and Conditions.
- 8- Contact
- 8.1 Acting in its capacity as responsible party for the implementation and operation of the Website, AERIS designates the following contact means for handling matters related to the Website or the Terms and Conditions:

AERIS HOLDING COSTA RICA, S.A.  
Attention: Business Development Department, with copy to the Legal Department,  
300 meters northwest of the main entrance to the Juan Santamaria International Airport, next to the  
Cargo Terminal.  
Tel. 2437-2400  
Email [correspondencia@aeris.cr](mailto:correspondencia@aeris.cr)