

La Mafia, Puerto Rico

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3. We reserve the right to change these Terms of Use at any time without notice to you by updating the App to incorporate the new terms of use. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of the App after changes are posted constitutes your acceptance of the amended Terms of Use.

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b) the consequences and compliance by you with all applicable laws, regulations, byelaws, codes of practice, licences, registrations, permits and authorizations (including any laws that relate to businesses providing services).

c) All access to the App through your mobile device and for bringing these Terms of Use to the attention of all such persons.

6. Use of the App does not include the provision of a mobile device or other necessary equipment to access it. To use the App you will require Internet connectivity and appropriate telecommunication links. We shall not have any responsibility or liability for any telephone or other costs you may incur.

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b) is fraudulent, criminal or unlawful;

c) is inaccurate or out-of-date;

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e) impersonates any other person or body or misrepresents a relationship with any person or body;

f) may infringe or breach the copyright or any intellectual property rights (including without limitation copyright, trademark rights and broadcasting rights) or privacy or other rights of us or any third party;

g) May be contrary to our interests;

h) Is contrary to any specific rule or requirement that we stipulate on the App in relation to a particular part of the App or the App generally; or

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8. You agree not to reproduce, duplicate, copy or re-sell the App or any part of the App save as may be permitted by these Terms of Use.

9. You agree not to access without authority, interfere with, damage or disrupt:

a) Any part of the App;

b) Any equipment or network on which the App is stored;

c) Any software used in the provision of the App; or

d) Any equipment or network or software owned or used by any third party.

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12. You assume sole responsibility for results obtained from the use of the App, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the App, or any actions taken by us at your direction.

13. You agree to comply at all times with any instructions for use of the App which we make from time to time.

14. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

Availability of the App, Security & Accuracy

15. We make no warranty that your access to the App will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. In addition, we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.

16. Access to the App may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the App for any reason. If we impose restrictions on you personally, you must not attempt to use the App under any other name or user or on any other mobile device.

17. We do not warrant that the App will be compatible with all hardware and software, which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of the App or your obtaining any material from, or as a result of using, the App. We shall also not be liable for the actions of third parties.

18. We may change or update the App and anything described in it without notice to you. If the need arises, we may suspend access to the App, or close it indefinitely.

19. We make no representation or warranty, express or implied, that information and materials on the App are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we do not accept any liability for any errors or omissions. This shall not affect any obligation, which we may have under any contract that we may have with you to provide you with products.

Independence from Platforms

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21. Your download, installation, access to or use of the App is also bound by the terms and conditions of the Operator.

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23. The license granted to you for the App is limited to a non-transferable license to use the App on a mobile device that you own or control and as permitted by these Terms of Use.

24. We are solely responsible for providing any maintenance and support services with respect to the App as required under applicable law. You and

we acknowledge that an Operator has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

25. In the event of any failure of the App to conform to any applicable warranty, you may notify the relevant Operator and that Operator will refund the purchase price for the App (if any purchase price has been paid) to you; and, to the maximum extent permitted by applicable law, that Operator will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.

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28. You must comply with any applicable third party terms of agreement when using the App (e.g. you must ensure that your use of the App is not in violation of your mobile device agreement or any wireless data service agreement).

29. You and we acknowledge and agree that the relevant Operator, and that Operator's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, that Operator will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

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Your Representations and Warranties

32. You represent and warrant that (a) your use of the App will be in strict accordance with this Agreement and with all applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and regarding the transmission of technical data exported from the United States or the country in which you reside and (b) your use of the App will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

33. You agree to indemnify and hold La Mafia Puerto Rico, Inc., and each of our affiliates, successors and assigns, and their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all losses, expenses, damages, costs and expenses (including attorneys'

fees), resulting from your use of the App and/or any violation of the terms of this Agreement. We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the App and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, settlement or compromise negotiations, as requested by us.

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41. We have no control over and accept no responsibility for the content of any website or mobile application to which a link from the App exists (unless we are the provider of those linked websites or mobile

applications). Such linked websites and mobile applications are provided “as is” for your convenience only with no warranty, express or implied, for the information provided within them. We do not provide any endorsement or recommendation of any third party website or mobile application to which the App provides a link. The terms and conditions, terms of use and privacy policies of those third party websites and mobile applications will apply to your use of those websites and mobile applications and any orders you make for goods and services via such websites and mobile applications. If you have any queries, concerns or complaints about such third party websites or mobile applications (including, but not limited to, queries, concerns or complaints relating to services, products, orders for products, faulty products and refunds) you must direct them to the operator of that third party website or mobile application.

42. You must not without our permission:

a) Use or copy any material from the App, including, but not limited to, onto other websites or in other mobile applications; or

b) Frame any of the App onto your own or another person’s website or mobile application.

Severability

43. If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

Non-assignment

44. You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

Exclusion

45. Except as expressly stated in these Terms of Use, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

Miscellaneous

46. These Terms of Use (and our Privacy Policy and any other document referred to in these Terms of Use and any other terms and conditions specifically agreed between you and us in writing) contain all the terms agreed between us and you regarding their subject matter and supersedes and excludes any prior terms and conditions, understanding or arrangement between us and you, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between us and you prior to these Terms of Use except as expressly stated in these Terms of Use. Neither us nor you shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into these Terms of Use (unless such untrue statement was made fraudulently or was as to a matter fundamental to a party's ability to perform these Terms of Use) and that party's only remedies shall be for breach of contract as provided in these Terms and Conditions.

47. These Terms of Use may only be modified by a written amendment signed by an authorized executive of the Company or by the posting of a revised version by us. Except to the extent applicable law, if any, provides otherwise, this Agreement and any access to or use of the App will be governed by the laws of the Commonwealth of Puerto Rico, excluding its conflict of law provisions. Any dispute or claim arising out of or in connection with these Terms of Use will be subject to the exclusive jurisdiction of the federal and state courts sitting in the Commonwealth of Puerto Rico. All dealings, correspondence and contacts between us shall be

made or conducted in the English language. . If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may not assign your rights under this Agreement to any party; we may assign our rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.