Purchase Terms

Last Updated: 04/2018

These Purchase Terms (the "Terms") apply to the Shopping Services. These Terms are a part of and incorporated by reference in the <u>Virtual Robot Account User Agreement</u> (the "Agreement").

NOTE: THE AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION. THIS PROVISION, ALONG WITH ALL OTHER TERMS OF THE AGREEMENT, APPLY TO YOUR USE OF AND PURCHASES THROUGH THE SHOPPING SERVICES.

These Terms are by and among you, Biowiza S.A., and Virtual Robot.

By accepting the Agreement, you agree to be bound by these Terms. Additional terms and requirements may apply.

1. Pricing

- a. Product prices will be listed at the time of purchase, which may vary by country. The same Products may be listed for a different price by third party retailers. Some Products may be available for pre-purchase. Pricing and availability may change without notice.
- b. Although we attempt to provide accurate information, there may be times where information, such as pricing, is incorrect or out of date. We may attempt to contact you to remedy the error or to cancel your order if your payment card or method has not been charged yet.

2. Ordering and Payment

- a. We may make various payment processing methods available to you for your Product purchases. You are responsible for complying with any applicable terms and conditions, whether with Virtual Robot or a third party provider, which apply to your use of your selected payment processing method. Virtual Robot may add, remove, or change payment processing methods without notice.
- b. For each purchase, you represent that you are authorized to use the form of payment provided to Virtual Robot and that any payment information that you provide is accurate.
- c. When you place an order to purchase or pre-purchase Products, you authorize Virtual Robot to charge your selected payment card or method in the total amount of your order (including any applicable taxes).
 Applicable tax will be calculated and applied at the time of purchase.
- d. The total amount due for payments submitted with a non-Costa Rican credit card may depend upon applicable foreign exchange rates, taxes, and fees applied by your bank or your credit card issuer. You are solely responsible for all fees and taxes associated with all purchases that you make through the Shopping Services.
- e. Except as authorized by Virtual Robot or as required by applicable law, all Product purchases (including pre-purchases) are final and non-refundable and Products may not be returned or exchanged.
- f. Virtual Robot reserves the right to reject your order for any reason.

3. Risk of Loss

a. Risk of loss for digital Products transfers upon electronic transmission to you. Risk of loss for physical Products transfers upon delivery to the common carrier.

4. Rights and Restrictions

- a. You may only purchase Products for your personal and non-commercial use. Some Products, such as software and digital content, are licensed, not sold, to you pursuant to the limited license in Section 2 of the Agreement.
- b. Virtual Robot may impose a limit on the quantity of a particular Product that you may purchase. Your use of the Products is subject to your payment in full for such Products. Restrictions may apply with respect to your access to and use of the same Products on multiple devices.
- c. If you violate any of these Terms, your rights to the Products will immediately terminate.

5. Shopping Services Disruptions

a. From time to time, the Shopping Services may suffer disruptions and outages. Virtual Robot is not liable for any loss that you may suffer as a result of any such disruption or outage.