



## **TERMS OF SERVICE**

### **OVERVIEW**

These Terms of Service apply to the Glorიაeats website (“Website”) and the Gloria Aruba mobile application (“App”) operated by E. de Veer Chain Theaters N.V. and MetaCorp N.V.

Throughout this document, the terms “we”, “us” and “our” refer to E. de Veer Chain Theaters N.V. and its parent company MetaCorp N.V.. We offer the Website and App, including all information, features, tools, and services available to you, the user, such as but not limited to products, certain benefits, loyalty programs, features, events, sales, or promotions, all to the extent available from time to time, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting and/or using our Website, App and/or purchasing from us, you engage in purchasing our product(s) “Products” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the Website and App, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our Website and/or App. By accessing or using any part of the Website, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website, App, or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Website or App. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

Our App is hosted on Como and our Website on RestoLabs. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

### **SECTION 1 - ONLINE STORE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority, and you have given us your consent to allow any of your minor dependents to use this Website or App.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in Aruba (including but not limited to copyright laws).

You must not transmit any worms, viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your account and/or purchase of our Products.

## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of our Website and/or App, or access to the services we provide or any contact on the Website or App through which services are provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this Website or on the App is not accurate, complete, or current. The material on this Website and/or on the App is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this Website and/or on the App is at your own risk.

This Website and the App may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Website and/or App at any time, but we have no obligation to update any information on our Website and/or App. You agree that it is your responsibility to monitor changes.

## **SECTION 4 - MODIFICATIONS TO THE PRODUCTS OR PRICES**

Prices for our Products are subject to change without notice.

We reserve the right at any time to modify or discontinue any service or Products purchased (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of Products.

## **SECTION 5 - PRODUCTS**

Certain Products may be available exclusively online through the Website or through the App. These Products or services may have limited quantities and are subject to availability.

We have made every effort to display as accurately as possible the colors and images of our Products that are available at the restaurants. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our Products or services to any person, entity, or geographic location. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Products or services that we offer. All descriptions of Products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to

discontinue any Products at any time. Any offer for any Products or service made on the Website or on the App is void where prohibited.

We do not warrant that the quality of any Products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Products will be corrected.

## **SECTION 6 – BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or delivery address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made through our Website and/or the App. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the Website or App is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the Website or App (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available on our Website or on the App may include materials from third-parties.

Third-party links on the Website or App may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage

in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 9 – CUSTOMER LOYALTY PROGRAM**

You may be offered the ability to participate in certain customer loyalty programs and features, to the extent available from time to time. We do not guarantee that any of these features will be offered at any time. You may be required to be a member of the customer loyalty program to use certain features. To the extent possible, these customer loyalty features are subject to applicable law and may be subject to additional terms, as follows:

9.1. Point Accumulations Plans. This feature allows you to earn points for each purchase you make through our Website or App, or on our premises, and/or through other actions taken by you, as determined by us. The points that you earn can be redeemed at a conversion rate pre-determined by us. Your aggregate number of points will be presented to you via our Website or App.

9.2. Coupons. This feature offers you a coupon code (e.g. a number, barcode or QR). To use the coupon, the coupon code needs to be keyed, scanned, and/or read at checkout/payment page or by the cashiers on the premises. Only one coupon may be used for each transaction, unless stated otherwise on the coupon, and/or pre-determined by us. Each coupon can be used only within the valid dates thereon. Expired coupons will not be accepted.

Coupons may be subject to certain limitations and/or preconditions as indicated thereon. Coupons cannot be exchanged for cash or gift cards. We reserve the right to limit the use of or revoke any coupon. We may also decide at our sole discretion not to honor coupons which it does not recognize, which are not present in its database or lists, or which have allegedly already been used. Coupons that have been applied are non-refundable.

9.3. General Corporate Deals. We may, at our sole discretion, determine that certain benefits or features shall apply to certain corporate members, groups, or employees. In order to receive such benefit or use such feature, you may have to identify yourself using e.g. a corporate ID, and may have to provide identification details (such as name or phone number). If you do not actively identify yourself, you may not be able to receive the benefit or use the feature to which you would otherwise be entitled.

## **SECTION 10 – TERMINATION CUSTOMER LOYALTY PROGRAM**

10.1. Subject to applicable law, the Customer Loyalty Program and its features will automatically expire upon any of the following events: (a) use of the specific feature, including use of the available budget or redemption of one of the benefits mentioned in section 7; (b) upon the expiration date indicated; (c) if you remove the App from your device (d) if we have decided to cancel that feature and/or benefit and/or the Customer Loyalty Program for any reason; or (e) if we decide to terminate the services generally or the Website or App becomes unavailable.

10.2. We may, at any time and without notice: (a) suspend or cancel you from its Customer Loyalty Program if you have violated these Terms of Service or part thereof; (b) terminate any Customer Loyalty feature in its entirety. In addition, we may decrease the number of points or other benefits which you (allegedly) earned for various reasons such as: (i) if they have been granted to you by mistake or as a result of an error or bug on the Website, App, or our point of sale system; (ii) if you returned a purchased Product(s), or; (iii) if they were not earned in accordance with these Terms. In some cases, we may choose to offer you an equivalent alternative benefit, at our discretion.

10.3. In any event, no refunds or cash compensations will be available to you for unused points, coupons, virtual money on your gift card or any benefit that was not redeemed for any reason.

10.4. If a purchased item is returned by you to our premises, then we may, subject to applicable law: (a) charge you for the same number of points earned by you when purchasing such item; (b) cancel your entitlement to any benefit or; (c) cancel your related coupons, discounts etc.

## **SECTION 11 – INTELLECTUAL PROPERTY**

We and our licensors, as the case may be, have all right, title, and interest in the provided services and Products displayed on the Website or on the App, and any content thereon, including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the content of the Website or App for any purpose, without the prior written consent by us. You will not remove, alter, or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated on the Website or on the App.

All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms should be construed as granting you any right to use any trademark, service mark, logo, or trade name of MetaCorp N.V., E. de Veer Chain Theatres (The Movies Aruba), Gloria Aruba, or any of its restaurants, or any third party.

## **SECTION 12 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, feedback, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us and shall not be subject to any non-disclosure or non-use obligations. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments or feedback will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of our business through this Website or the App or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 13 - PERSONAL INFORMATION**

Your submission of personal information used by the Website and/or the App is governed by our Privacy Policy.

## **SECTION 14 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our Website or on the App that contains typographical errors, inaccuracies or omissions that may relate to Product descriptions, pricing, promotions, offers, product delivery charges, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information on our Website or App or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on our Website or on our App or on any related website, including without limitation, pricing information, except as required by Aruban law. No specified update or refresh date mentioned on our Website or on our App or on any related website, should be taken to indicate that all information has been modified or updated.

## **SECTION 15 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Website, the App or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, or local regulations, rules, laws, or ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of our Website, our App, or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of our Website, our App, or any related website, other websites, or the Internet. We reserve the right to terminate your use of our services offered through our Website, our App, or any related website for violating any of the prohibited uses.

## **SECTION 16 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all Products offered to you through our Website or App are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of our Website, App or purchase of any Products, or for any other claim related in any way to your use of our Website

or App, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of our Website or App or any content (or product) posted, transmitted, or otherwise made available via our Website or App, even if advised of their possibility. Our liability shall be limited to the maximum extent permitted by Aruban law.

#### **SECTION 17 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless our parent company, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **SECTION 18 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by Aruban law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **SECTION 19 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use or when you cease using our Website or App.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for any and all costs and/or accordingly may deny you access to our Website or App (or any part thereof).

#### **SECTION 20 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this Website or on the App constitutes the entire agreement and understanding between you and us and govern your use of our services offered through or Website or App, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

#### **SECTION 21 - GOVERNING LAW**

These Terms of Service shall be governed by and construed in accordance with the laws of Aruba. Any disputes arising from or connected with this Agreement will be decided by the competent Courts of Aruba.

## **SECTION 22 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Website or App. It is your responsibility to check our Website or App periodically for changes. Your continued use of or access to our Website or App following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Last update: 19 June 2024