

## Terms and Conditions

The site [www.vivajaco.com](http://www.vivajaco.com) is a virtual store owned by META KAPITALES S.A., if you buy on the page you accept the following terms and conditions, please review carefully. It is a necessary requirement for the acquisition of the products offered on this site, that you read and accept the following Terms and Conditions that are written below. The use of our services, as well as the purchase of our products will imply that you have read and accepted the Terms and Conditions of Use in this document.

For the avoidance of doubt, this process is merely a reservation form to book the intended unit, but the terms and conditions will be further details in the Purchase Option Promise. This reservation requires the signature and the fulfillment of the purchase and sale promise, compliance with the requirements for the Purchase Option Promise, as well as completing and signing the Know Your Customer document according to Law 8204.

In exceptional cases, the virtual store and the card processing system could process more than one order for the same unit at the same time of purchase. If this occurs, the housing unit will be assigned to the customer who first approved payment by the payment gateway, and the funds collected by Mastercard from other subsequent buyers will be returned or reversed as soon as possible. The subsequent buyer may elect another unit, subject to availability. By entering and using this platform, I agree to this situation and release META KAPITALES S.A. of any compliant or damages in the understanding that the sole reimbursement or reversed charge will be sufficient indemnity.

Any and all matters concerning this platform and the subsequent contract are governed solely by the laws of the Republic of Costa Rica.

**Payment Methods** Payment for the reservation of this apartment can be made by: Credit or Debit Card through the secure platform Banco Promerica, customer data is confidential and is protected by the Bank. VISA and Mastercard Card brands are accepted. **Anti-Fraud Check:** The customer's purchase can be postponed for the bank's anti-fraud check. It can also be suspended for a longer time to avoid fraudulent transactions.

**Guarantee Policy** All our apartments have the guarantees established by law and indicated by the Federated College of Engineers and Architects of Costa Rica. A referential technical sheet of materials and finishes of the apartment will be delivered. All images or renders shown of the apartments in Pre-sale, are illustrative and referential, the views or construction materials or finishes may vary from the images, depending on the availability of materials and real views of each floor. Any difference with reality, at the time of delivery of the apartment, will not be a reason for requesting a change due to guarantee. All the furniture shown in the illustrative images or renderings of the apartments is not included in the sale made here. These images are for illustrative and referential purposes only.

**Return Policy** The maximum term to request the return of this reservation is 30 calendar days from this purchase. For this purpose, you should contact your vendor, who will provide you with a specific return sheet. The amount paid here will be returned within 45 calendar days. The customer

acknowledges that the transfer costs for returns or other expenses are his responsibility and that they will not be recognized or reimbursed by the seller. Apartment changes are not accepted through this platform. Any change of apartment number must proceed with the return of the original purchase, approval of the return by the seller and at that time the new purchase can then be made with a new apartment number. This new purchase will be made subject to availability; it will depend solely on the existence online and through this website. No reservations are made outside the web. This change of apartment does not imply the immediate return of the funds previously paid, the previous return policy is maintained in 45 calendar days or the application of the amount paid to the new purchase.

### **Unauthorized use**

If applicable (for sale of software, templates, or other design and programming products) you may not place one of our products, modified or unmodified, on a CD, website or any other medium and offer them for redistribution. or resale of any kind.

### **Intellectual property**

You cannot declare intellectual or exclusive property to any of our products, modified or unmodified. All apartments are owned by the content providers. Unless otherwise specified, our products are provided without warranty of any kind, express or implied. In no event will this company be liable for any damages including, but not limited to, direct, indirect, special, incidental or consequential damages or other losses resulting from the use or inability to use our products.

### **Data Collection and Processing**

The information that the client provides in the Registration section will be used by the store only to send information, promotions, news and discounts, at any time the client can request its elimination.

### **Privacy**

The website [www.vivajaco.com](http://www.vivajaco.com) guarantees that the personal information you send has the necessary security. The data entered by user or in the case of Require a validation of orders will not be delivered to third parties, unless it must be disclosed in compliance with a court order or legal requirements.

Subscription to advertising email newsletters is voluntary and could be selected when creating your account.

We reserve the rights to change or modify these terms without prior notice.

**Promotions** All the conditions of the promotions are subject to change without prior notice.