### GENERAL IKEA FAMILY CARD CONTRACTING TERMS AND CONDITIONS

\* It is necessary to read these General Contracting Conditions prior to their acceptance by the Customer.

These General Terms and Conditions of Contract (hereinafter referred to as "GTC") will govern the relationship between the customer (hereinafter the "Customer") and Sarton Dominicana, S.A.S. h/n/c IKEA Puerto Rico (hereinafter the "Company"), an entity authorized to do business in Puerto Rico and organized under the laws of the Dominican Republic, whose postal address is PMB #106, PO BOX 8700, Carolina, PR 00988-8700, regarding the loyalty program "IKEA FAMILY-Advantages Club" (hereinafter the "Program").

The Company manages the Program, through which the Customer receives rewards for their purchases. The Program increases communication between the Customer and the Company. In addition, the Customer obtains the following benefits: a free membership card, discounts at their IKEA store in Puerto Rico, access to the online Advantages Club, discounts, special offers, birthday gifts, as well as other benefits described below.

### **IKEA FAMILY - Advantages Club Membership Card:**

The IKEA FAMILY Card (hereinafter the "Card") can be obtained through the website www.IKEA.pr (hereinafter the "Website"), or at their local IKEA store in Puerto Rico, and it is aimed at people over 21 years of age. To participate in the Program, the Customer must complete the appropriate application form. By completing the application, the Customer will provide the requested personal information, which should be updated in case of any changes. Since your benefits are tied to telephone contact information, failure to notify you of changes in your telephone contact may result in a loss of benefits. The Customer must provide all the required information to be part of the Program. The Card grants the Customer the following benefits, which may be enjoyed in accordance with the rules indicated herein:

Gift Vouchers: The Customer will accumulate five percent (5%) of the value of their purchases, in the same way it will be discounted in case of returns, an amount that will be received by means of gift vouchers redeemable on subsequent purchases made at your IKEA store located in Puerto Rico. Gift Vouchers will not be valid at IKEA stores located outside of Puerto Rico, Gift Vouchers will be issued when the Customer has accumulated a minimum of eight dollars (\$8.00), up to a maximum of two hundred dollars (\$200.00) per month. Any consumer surplus in purchases over the amount previously indicated will not be taken into consideration. Outstanding balances of discounts not paid to the Customer as of this date will expire after 24 months of accumulated, regardless of the reason. Balances accumulated in or before 24 months prior to this date cannot be claimed by the Customer, for having expired. Each gift voucher will be issued thirty-five (35) days after the end of the month in which the Customer made his or her purchases at the IKEA store in Puerto Rico, Gift Vouchers will be issued within the first five (5) days of each month. Gift Vouchers must be used in full. They may only be redeemed by the Customer and may not be transferred to any person or entity other than the Customer. Each gift voucher will be valid for ninety (90) days, counted from the date of issuance, and the full amount must be used on the day of use. For purchases made and paid with gift vouchers, the return and warranty policy established by the Company apply. The Customer may view their accumulated discounts by logging into www.IKEA.pr, where they may also update their data and print a provisional card, while they receive the official Card of the Program. To claim the gift vouchers, the Customer must provide the required information. Otherwise, they will not be entitled to claim the accumulated amounts. The Customer may download their gift voucher from the Websit www.IKEA.pr, or you may request it by phone at the customer service number 787-750-4532.

**Offers:** The Customer will receive information about the Company's furniture and decoration offers before they are communicated to the general public. Which will allow them to be the first one to enjoy them.

Special Offers: Customer will have access to special offers at IKEA stores located in Puerto Rico.

The Customer will receive the offers and information about current activities through the email address provided by the Customer, or by SMS, according to his/her preference.

**Birthday Gifts**: We're looking forward to your birthday! To celebrate the customers' birthday, they will accumulate ten percent (10%) of their purchase value on the day of their birthday, two days before and two days after. These amounts will be accumulated in the same way as described above in the "Gift Vouchers" section.

**Information about new products:** Members of this Program are the first to receive our catalogs with new products arriving at the IKEA store in Puerto Rico.

**Return of goods:** The Customer has a period of a hundred and twenty (120) days for exchanges and returns of any goods purchased. For more information on the Company's return policy, please visit the Company's Website. Once the product is returned, the points accumulated on the Customer's IKEA FAMILY Program Card based on such purchase will be adjusted.

The Card will be used before processing the payment by physically presenting it to the cashier. The Customer will be required to present an ID when using the Card.

Communications between the Customer and the Company: The Customer will self-identify, in all communications with the Company using the last eight digits of their Card, also, to ensure the legitimacy of the cardholder, the Company may request additional information, which will be for the exclusive use of the Company, subject to the Company's Privacy Policy. Any notification by the Company to the Customer will be addressed to the email address provided by the Customer. For any questions related to the Program, the Customer may contact us Monday through Saturday from 9:00 A.M. to 9:00 P.M. and Sundays from 11:00 A.M. to 7:00 P.M., at the following customer service number 787-750-4532 or through our email address atencion@ikea.pr.

### **Customer liabilities:**

The Customer agrees to comply with these GTC. The issuance and use of the Card authorize the Company to use the Customer's data for advertising or promotional purposes only, without compensation of any kind. The IKEA Family loyalty card holder is obliged to notify IKEA of any changes to their contact information. Since their benefits are tied to telephone contact information, failure to notify changes in the telephone contact information may result in a loss of benefits obtained. If the Customer does not agree, they must express their refusal to the use of their personal data for such purposes through the contact information points indicated in the previous sectio "Communications between the Customer and the Company". However, if the Customer requests not to receive advertising from IKEA or any of its Program Partner Companies, Customer waives the right to receive any discounts and benefits under the Program.

The Customer agrees to receive periodic Program information and expressly authorizes the Company to collect and process their personal data for the purpose of developing the Program, including marketing activities (postal mail, email, magazine, SMS, statements, raffles, etc.) of the Program and the Partner Companies, as well as to process and transfer such data to third parties (Program Partner Companies and occasionally to other companies interested in communicating an offer to the Customer) for other marketing purposes.

The Customer agrees to defend, indemnify, hold harmless and protect the Company from all claims, damages, judgments, penalties, costs, and expenses (including those expenses and attorney's fees arising from the exercise by the Company of its rights under this clause) which arises directly or indirectly, from the customer's activities, under any law or regulation, regardless of whether such claims are brought by any other natural person or legal entity. The Customer's liabilities under this indemnity clause shall survive the termination of these GTC.

The Customer shall not assign their rights and liabilities under these GTC. However, the Company may assign its rights and liabilities under these GTC, in whole or in part, without the consent of the Customer and all terms and provisions hereof shall be equally beneficial to its successors and assignees. These GTC may not be altered or amended except by another document or written agreement executed by both parties.

## **Company liability:**

Any liability incurred by the Company, arising from any damage caused to the customer under this GTC and constituting a legally enforceable liability, will be assumed by the Company up to the maximum limit of \$100.00.

### **Contractual Modifications, Termination and Cancellation:**

The duration of this contract is indefinite and it may be canceled at any time in accordance with the conditions established below.

Both parties may terminate this contract at any time, with full indemnity and without the need to plead just cause, thus terminating the participation in the Program by written notice to the other party at least one (1) month prior to the expected date of termination and by the means previously indicated. If the Company cancels the Program unilaterally, this fact will be made public on the Website and the Customer will be notified simultaneously by email.

If the Customer has used the Card and then decides to cancel it, and then decides to cancel the Card, the Company will refund the accumulated amount in gift voucher if it reaches the minimum of eight dollars (\$8.00), up to a maximum of two hundred dollars (\$200.00), according to the rules explained in the "IKEA FAMILY Advantage club Membership Card" section.

The Company reserves the right to make changes, at any time, to these GTC, discount tables or any other rule related to the development of the Program, safeguarding the rights acquired by the Customer up to that moment. The changes made will come into force automatically and shall be understood to have been accepted by the Customer as soon as they are published on the Website.

The Customer must keep their data updated which is an indispensable requirement for the validity of this contract, otherwise, the Company reserves the right to terminate participation in the program.

In cases where the Customer makes improper use of the Program, breaches these GTCs, or it is impossible to continue providing the services described herein, the Company reserves the right to terminate this contract with the Customer by sending a notification to the email address provided.

# **Privacy Policy and Customer Information Management:**

The safety of your personal information is a priority for us. Our commitment to our customers and users includes how we handle their personal information. As explained below, we only collect required information to continuously improve their shopping experience in our IKEA store in Puerto Rico.

Privacy Policy. No personal information will be collected from the Customer or user unless such information is provided freely and voluntarily. We keep a database of all personal information provided by our customers during the registration process.

Information Collected. As part of our marketing efforts to improve our customer's service and needs, we keep a database with information about each Customer, which may include information such as: first and last name; date and/or place of birth; marital status; gender; physical or postal address; email address; telephone numbers; driver's license number, business-related data, home; and social security number. Likewise, the Company may occasionally request additional data to develop the Program, implement marketing actions, such as offers, campaigns exclusively oriented to meet the purposes of the Program to which the customer or user belongs. The customer or user may exercise their rights of access, rectification, cancellation, or opposition to the processing of their data by sending a request to SARTON DOMINICANA, SAS PMB#106 PO Box 8700 Carolina, PR 00988-8700.

Information collected automatically. When requesting services through the Website, or any related webpage or portal (hereinafter, "the Portal"), the customer is asked to provide certain personal information for the sole purpose of providing the requested services and verifying the Customer's identity. In addition, the Portal server automatically collects certain no identifiable information about the Portal users. Specifically, each time a hypertext transmission protocol request (http request

is received, it will collect and store information in the files about the date and time of the request, the Internet protocol address from which the request originates and the purpose of the request.

What is personal information collected from Customers for? Personal information about Customers and users will be stored only if they choose to provide it freely and voluntarily. Personal information voluntarily provided by the user when accessing the Portal, services or through our sales points, will be used for the purpose of providing the requested services, verifying the identity of the Customer/User, and ensuring the safety and reliability of the transaction. The personal information collected will help us to better assist our customers and users' needs in the search for products offered by our company as well as to keep them informed about special sales and new products.

How is the personal information of Customers/ Users used? The information of the customer/ user collected on or through the Portal or our Points of sale will not be sold or transferred to third parties, except as set forth herein. Personal information provided by the user on this Portal will be used only for the administration and management of the services offered on this Portal and for other purposes described in this statement or on the site where the information is requested. We may also collect generic information for statistical purposes and for the maintenance and improvement of the Portal. To that end, such information will be analyzed from time to determine customer/user interests and the frequency with which our customers visit the Portal. The information collected for these purposes on the Portal is in a format that does not allow the user to be personally identified.

With whom is the personal information of Customers / Users shared? Users' personal information may be shared with the Company's affiliated entities and certain other entities identified on the Portal (the Company, its affiliates, and the other companies identified on the Portal, collectively referred to as the "Entities"), to disseminate information about special sales, new product and/or service information, etc. We will only disclose such information as is necessary to carry out the transaction.

Access to Personal Information Collected. Each Customer /User will have access to his/her information collected on or through the Portal. The Portal administration undertakes to correct any errors regarding personal information that the Customer/User notifies to the following address SARTON DOMINICANA, SAS (IKEA) PMB#106 PO Box 8700 Carolina, PR 00988-8700.

Protection of the Information Collected. The Company will not, at any time, disclose personal information of its customers to any third party outside of the Entities, its affiliates and certain other entities, without the prior written consent of the affected customers. User information collected and stored will be protected and the Internet will not be used to provide services unless it can be done in a more secure manner. For these purposes, reasonable security precautions will be taken to maintain the safety, confidentiality and integrity of the information collected. Notwithstanding the provisions of these GTC, from time to time, third parties will be contracted to provide certain services regarding their database, to whom due diligence will be made so that the security, confidentiality, and integrity of the personal information, to which such contractors may have access while performing their services, is not compromised.

Information of people under 21 years old. No contact information will be collected from people under 21 years old and no Membership Card will be issued to them.

Warning regarding email use. Email is not a secure medium for the transmission of Customer/User personal information. Therefore, Customer/User is cautioned not to send personal information via email.

Customer/User Acknowledgment. The Customer/User acknowledges and accepts that their registration data may be used by the Entities for occasional advertising communications exclusively from them and that their data have been or will be included in the distribution list to which the Entities may send their commercial communications. The Customer/User may request his/her immediate exclusion from said distribution list at any time, to avoid receiving any further information from the Entities. The Customer/User guarantees and is responsible, in any case, for the truthfulness, accuracy, validity and authenticity of the personal data provided.

These GTC and all other related documents will be governed and must be interpreted in accordance with the laws of the Commonwealth of Puerto Rico. The Customer agrees to submit to the jurisdiction of the State Courts of Puerto Rico.

# **Applicable Law; Jurisdiction:**

The Customer agrees and acknowledges that the "IKEA FAMILY- Advantages Club" fidelity program Card has no cost to the Customer and is not a "Gift Card" as defined in the Gift Card Regulations, Regulation Number 8704 of the Department of Consumer Affairs, and therefore the provisions thereof do not apply to it.

## **Headings:**

The headings of the sections and clauses in this document are included for reference and convenience and will not constitute any part hereof. Words used herein will be interpreted in such gender or number when circumstances so require.

# Validity:

If any provision of these GTC is found to be invalid, illegal, or unenforceable in Puerto Rico, the validity and effectiveness of the remaining provisions and conditions will not be affected thereby, nor will the validity and effectiveness of such provision and the remaining provisions be affected in any other jurisdiction in which the provision is deemed valid.

## Acceptance of these GTC:

By accepting the Card and its use, the Customer declares to acknowledge these conditions, accepting them freely and voluntarily, agreeing to all terms.

By accepting these GTC, the Customer agrees to receive periodic information from the Program.

Updated May 8th, 2017.