

LDEXtras Achieve Terms & Conditions

Effective Date: April 1st, 2021

Welcome to LDEXtras Achieve! LDEXtras Achieve is developed and/or published by Globant for London Drugs' wellness rewards program. You must know that by signing up or otherwise using any of our websites and/or the software application (the "Application") or accessing any content or material that is made available through the Application (a "Globant Material"), you are agreeing to comply with these terms and conditions (the "Terms") which constitute the binding agreement between Globant, as proprietary of the Application and provider of the services ("Globant", "we", "us" or "our") and you, as user (the "User", "Authorized User", "you" or "your").

You acknowledge that you have read and understood these Terms, accept these Terms, and agree to be bound by them. If you don't agree with (or cannot comply with) these Terms, then you may not use the Application.

If you violate these terms, we may terminate your use of the Application or ban you from future use of the Application, and/or take appropriate legal actions.

We may update these Terms from time to time. When we update these Terms, we will revise the "Effective Date" date above and post the new Terms and Conditions. Please read these Terms carefully. If you have any questions regarding these Terms, please contact us at ldonline@londondrugs.com.

I. About LDEXtras Achieve

Globant offers an incentive program, called LDEXtras Achieve (the "Application"), which allows Authorized Users to potentially obtain benefits from London Drugs ("London Drugs") based on your healthy activity habits, like how much you move, how much you exercise, and how often you stand. You will need an Apple Watch and an Apple iPhone, to use our Application. LDEXtras Achieve rewards people for being active and can help you improve your lifestyle. With LDEXtras Achieve, your healthy habits can reward you towards covering the cost of your Apple Watch or give you other rewards from London Drugs.

Users who sign up to use LDEXtras Achieve will have their data pulled from London Drugs and their Apple Watch HealthKit. You must confirm the information provided is accurate. This information will be used to set custom activity goals for you. Your activities, including active calories burned, exercise time and standing time, will be used to generate reports that will be shared to London Drugs and any third party if required for the provision of services. London Drugs will determine what rewards are applicable. The rewards, the opportunity to participate in LDEXtras Achieve and other LDEXtras services are part of your membership as an LDEXtras member which shall be governed by LDEXtras Terms and Conditions (<https://www.ldextras.com/Terms>).

II. Enrollment

Your enrollment to LDEXtras Achieve will occur upon completion of the following steps:

1. You provide the 10-digit number and email used for your LDEXtras account to confirm your membership and to allow Globant to pull your enrollment information from the LDEXtras Loyalty program (Name, DOB, Email, Phone Number, Sex and Postal Code).
2. You must download and install LDEXtras Achieve from the Apple Store.
3. You will be provided a personal access code via email to complete the registration process.
4. You must agree to allow the LDEXtras Achieve app to pull your data from the Apple HealthKit (such as weight, height and activity).
5. When you install the LDEXtras Achieve app and accept these Terms and the Privacy Policy, you have agreed to participate in the LDEXtras Achieve program and you will be able to create a username and password and to access your account.

III. Reward Period

Unless there are fewer days in the month than the number of stars required to earn the first month's reward, the Reward Period will begin as soon as you activate the LDEXtras Achieve application and continue until the end of the Term unless otherwise terminated by Globant or London Drugs pursuant to these Terms. In the case there are not enough days to earn the reward, you will enter a "warm-up" period with the Reward Period commencing on the first day of the next calendar month. During this "warm up" period all Authorized Users can track their activity and prepare for reaching their goals but will not earn any rewards. For avoidance of doubt, during this "warm-up" period, you shall not be entitled to earn any rewards.

IV. Using LDEXtras Achieve

1. To use LDEXtras Achieve, you must be 16 years old or old and accept these Terms.
2. You will need an active LDEXtras Program membership.
3. You will need an account to use and access our Application. You may create your own account and password by following the steps within the invitation email you receive from us. Keep in mind that you may only access your account on one mobile device.
4. Subject and conditioned to your compliance with these Terms, Globant hereby authorizes you to access and use, solely during the Term agreed upon with London Drugs, the Application and such documentation as Globant may supply or make available to you (the "Documentation"). This authorization is non-exclusive and non-transferable, and solely for the permitted use in accordance with the conditions and limitations set forth in these Terms (the "Permitted Use").

V. LDEXtras Achieve is not a substitute for medical advice

You should not use any LDEXtras Achieve benefit and/or guidelines given to diagnose or treat a health problem or disease without consulting with a qualified healthcare provider. Please consult with your physician or other qualified healthcare provider with any questions you may have about any medical condition or treatment before starting a new healthcare or exercise regime.

VI. Restrictions on use

You shall not permit any other person to access or use the Application or Globant Materials except as expressly permitted by these Terms. For purposes of clarity, YOU MAY NOT:

1. allow any unauthorized users to cheat the reward system by allowing the unauthorized person to wear the registered Apple Watch to collect activity habits for the user;
2. copy, modify or create derivative works or improvements of the Application or Globant Materials;
3. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or Globant Materials to any person other than you and as defined in these Terms, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
4. reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Application or Globant Materials, in whole or in part;
5. bypass or breach any security device or protection used by the Application or Globant Materials or access or use the Application or Globant Materials other than by you through the use of their own and valid access credentials; or modify the services or create any derivative work of the Application;
6. input, upload, transmit or otherwise provide to or through the Application any information or materials that are unlawful or injurious, or contain, transmit or activate any virus;
7. damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Application or Globant's provision of services to the Authorized User or to any third party, in whole or in part;
8. remove, delete, alter or obscure any trademarks, Globant Materials, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application or Globant Materials, including any copy thereof;
9. access or use the Application or Globant Materials in any manner other than the Permitted Use;
10. access or use the Application or Globant Materials for purposes of competitive analysis of the services, systems or Globant Materials, the development, provision or use of a competing software service or product or any other purpose that is to Globant's detriment or commercial disadvantage;
11. access or use the Application or Globant Materials in, or in association with, the design, construction, maintenance, operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the services could lead to personal injury or severe physical or property damage; or
12. interfere with our Application and services or try to access them using a method other than the interface and the instructions that we provide, or otherwise access or use the Application or Globant Materials beyond the scope of the authorization granted under this Section or against any law;

VII. LDEXtras Achieve services and systems' control

1. Globant has and will retain sole control over the operation, provision, maintenance and management of the Application, any customization services and the hosted services, including the: (i) Globant's systems; (ii) location(s) where any of the services, customization

services or hosted services are performed, including in the United States, in countries outside the United States, or outside the borders of the country in which Authorized User or the Authorized User Systems are located; (iii) selection, deployment, modification and replacement of the Application; and (iv) performance of support services and service maintenance, upgrades, corrections and repairs.

2. Globant has and will retain sole control over the operation, maintenance and management of, and all access to and use of, London Drugs to Globant's systems, and sole responsibility for all access to and use of the Application.
3. Changes. Globant reserves the right, in its sole discretion, to make any changes to the Application that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Globant's services to its Authorized Users, (ii) the competitive strength of or market for Globant products and services or (iii) the Application's cost efficiency or performance; or (b) to comply with applicable law.
4. Subcontractors. Globant may from time to time in its discretion engage with Subcontractors, at Globant's sole responsibility, to perform all or part of the customization services or hosted services.

VIII. Service Levels

1. During the Term and subject to these Terms and any applicable Documentation, Globant will use commercially reasonable efforts to make the Application available for Authorized Users access, excluding unavailability as a result of any of the Exceptions described in these Terms or any Documentation.
2. Exceptions to the Service Levels. The following are "Exceptions" to the service levels assumed in this Section, and neither the Application nor services will be considered unavailable nor any obligations under these Terms breached when the impairment to access to the Application resulted, in whole or in part, from any: (a) act or omission by your access to or use of the Application by you, or using an Authorized User's Access Credentials, that does not strictly comply with these Terms of Use and the Documentation; (b) failure or delay to abide by the in these Terms; (c) your Internet connectivity; (d) Force Majeure Event in the terms of subsection 4 Section XVII; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Globant pursuant to these Terms; (f) scheduled downtime; or (g) disabling, suspension or termination of the services pursuant to these Terms.
3. Scheduled Downtime. Globant will use commercially reasonable efforts to; (a) schedule downtime for routine maintenance of the Application and services between midnight and 06:00 a.m. (Eastern Time); and (b) give all Authorized Users at least 24 hours' prior notice of all scheduled outages of the Application and services.
4. Service Support:
ldonline@londondrugs.com
Customer Care Centre: 1-888-991-2299
Monday – Saturday 7am-9pm
Sunday 8am-8pm
Holidays 10am – 8pm

IX. Security

1. Globant Systems and Security Obligations. Globant will employ security measures in accordance with Globant's Privacy Policy as amended from time to time, a current copy of which is available [here](#).
2. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above. You are fully responsible for all activities that occur under your password or account.
3. Data Breach Procedures. Globant maintains a data breach plan in accordance with the criteria set forth in Globant's Privacy Policy and shall implement the procedures required under such data breach plan on the occurrence of a data breach.
4. Data Protection. Both Globant and the User recognize that each shall be the sole responsible and agrees to comply with the obligations applicable under the current legislation on the protection of personal data.

X. LDEXtras Achieve Data

We're committed to protecting your privacy and earning your trust, and understand you may have questions about how we use the data we collect for your use of LDEXtras Achieve. We explain what we will and won't do with the data you and London Drugs provide in our LDEXtras Achieve Privacy Policy, located [here](#).

Our Privacy Policy describes how we handle the information you provide to us (included any personal data) when you use our Application. You understand that through your use of the Application, you provide Globant your freely given, specific, informed and unambiguous consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, and/or other countries for storage and processing as described in the Privacy Policy. Any data that Globant transferred to and stored by London Drugs under these Terms, including data reports for London Drugs' purpose to provide LDEXtras Program's services and rewards to you, shall be governed by the LDEXtras Program's Terms and Conditions and Privacy Policy.

LDEXtras Achieve Data

After collecting LDEXtras Achieve results and data for approximately one month, Globant generates a Data Report to send to London Drugs, which includes:

- List of Users
- Each user's monthly activity goal and achieved goal (the number of stars earned).
- Program population level information (meaning non-personally identified information) illustrating program engagement and accomplishments.

Viewing LDEXtras Achieve Data

You will be able to review your performance data within the application as well as if you have earned the reward for a given month. This reward information will be shared with London Drugs.

DISCLAIMER: London Drugs is solely responsible for calculating, determining and allocating the rewards amount, if any, for your account. Globant has no authority to make this determination in any way and will not be held responsible for any disputed rewards for any Authorized User. Globant shall only be responsible for sharing the rewards information within the Application and services as provided by London Drugs to you. Also, Globant shall not be

responsible if your Apple Watch is stolen or lost, or if you are unable to register activity for any reason. Any and all disputes related to the rewards and the LDEXtras Program, including any Data Report transferred and stored by London Drugs, must be handled directly through London Drugs.

XI. Intellectual Property Rights

1. “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
2. Globant Intellectual Property. You acknowledge and agree that Globant owns all Intellectual Property Rights to the Application and Globant Materials. Using our Application does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other Intellectual Property Rights in respect of Globant Materials.
3. Globant confirms that it has all the rights that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.
4. Authorized User Data. As between you and Globant, you will remain the sole and exclusive owner and controller of all right, title and interest in and to all Authorized User Data.
5. You hereby irrevocably grant all such rights and permissions in or relating to Authorized User Data: (a) to Globant, its Subcontractors and Globant personnel as necessary to perform the services and use of the Application; (b) to Globant as are necessary to enforce these Terms and exercise its rights and perform its obligations hereunder; and (c) London Drugs as necessary to determine and provide the rewards.

XII. Termination and Suspension of Services

1. Ending these Terms. You may end your legal agreement at any time by providing thirty (30) days prior written notice via email to ldonline@londondrugs.com.
2. Globant may suspend or terminate your account or cease providing you with all or part of the Application and services at any time for any or no reason, including, but not limited to: at the sole request by London Drugs; if London Drugs does not pay for the applicable fees for use of LDEXtras Achieve; if our provision of the Application and services to you is no longer commercially viable and/or if we reasonably believe that you have violated these Terms and Conditions. Furthermore, London Drugs may terminate your agreement and restrict your access to the Application and services if you are no longer an active member of LDEXtras.
3. Effect of Expiration or Termination. Upon any expiration or termination of these Terms, except as expressly otherwise provided herein:
 - (a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;
 - (b) Globant shall immediately cease all use of any Authorized User Data;
 - (c) You shall immediately cease all use of the Application, or Globant Materials; and
 - (d) Globant may disable all Authorized User access to the Application and any Globant Materials.

4. Suspension or termination of services. Globant may, directly or indirectly, by any lawful means, suspend, terminate or otherwise deny You access to or use of all or any part of the Application, without incurring in any obligation or liability, if: (a) Globant receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Globant to do so; or (b) Globant believes, in its good faith and reasonable sole discretion, that: (i) you failed to comply with, any material term of these Terms, or accessed or used the services beyond the scope of the rights granted or for a purpose not authorized under these Terms, or in any manner that does not comply with any instruction or requirement of the Documentation; (ii) you are or have been involved in any fraudulent, misleading or unlawful activities or becomes included in the sanctioned lists administered by the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") and Specially Designated Nationals and Blocked Persons List (the "SDN List"). This Subsection does not limit any of Globant's other rights or remedies, whether at law, in equity or under these Terms. If you provide sufficient evidence to prove to Globant's understanding when proceeding to a suspension of the Application and Service under point "b)" wasn't accurate, the provision of Application will be restored within 7 (seven) business days counted from the reception by Globant of such notice.

XIII. Indemnification

1. Your indemnification obligations. You shall defend, indemnify and hold harmless Globant against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Application and/or Documentation in breach of these Terms.
2. Globant indemnification obligations. Globant shall defend, indemnify and hold you harmless against any third party claim that the Application or Documentation infringes on any Intellectual Property Right.
3. In no event shall Globant, its employees, agents and subcontractors be liable to you to the extent that the alleged infringement is based on: (a) a modification of the Application, Globant Materials or Documentation by anyone other than Globant; or (b) your misuse of the Application, Globant Materials or Documentation in a manner contrary to the instructions given to you by Globant; or (c) you continued to use the Application or Globant Materials, after notice of the alleged or actual infringement from Globant or any appropriate authority.
4. Indemnification Procedure. Each party shall promptly notify the other party in writing of any action for which such Party believes it is entitled to be indemnified pursuant to this Section. The Indemnitee shall cooperate with the Indemnitor at the latter's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section will not relieve the Indemnitor of its obligations hereunder except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
5. Mitigation. If any of the Application or Globant Materials are, or in Globant's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if your use of the Application or Globant Materials is

enjoined or threatened to be enjoined, Globant may, at its option and sole cost and expense:

- (a) obtain the right for you to continue to use the Application and Globant Materials as contemplated by these Terms;
- (b) modify or replace the Application and Globant Materials, in whole or in part, to seek to make the Application and Globant Materials (as so modified or replaced) non-infringing, while providing substantially equivalent features and functionality, in which case such modifications or replacements will constitute services and Globant Materials, as applicable, under these Terms; or
- (c) by written notice to you, terminate these Terms with respect to all or part of the Application and services, and require you to immediately cease any use of the Application and Globant Materials.

THIS SECTION SETS FORTH YOUR SOLE REMEDY AND GLOBANT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THESE TERMS OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND GLOBANT MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

XIV. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THESE TERMS, ALL SERVICES AND GLOBANT MATERIALS ARE PROVIDED "AS IS" AND THE PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND THE PARTIES SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, GLOBANT MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR GLOBANT MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET AUTHORIZED USER'S OR ANY OTHER PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE OR COMPLETELY ERROR FREE OR FREE FROM INTERRUPTION. YOUR BEAR SOLE RESPONSIBILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SERVICES TO MEET YOUR REQUIREMENTS. GLOBANT WILL NOT, UNDER ANY CIRCUMSTANCE BE RESPONSIBLE OR LIABLE FOR ANY LOSS OF DATA ON ANY DEVICE OR INFORMATION STORAGE DEVICE.

XV. DISCLAIMER OF INDIRECT DAMAGES

EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS LICENSORS, OR ANY SUPPLIERS, BE HELD LIABLE UNDER OR IN CONNECTION WITH THESE TERMS OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR

DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED WARRANTY OR OTHER REMEDY.

XVI. LIABILITY CAP

EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE AGGREGATE LIABILITY OF GLOBANT UNDER OR IN CONNECTION WITH THESE TERMS OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED TWO HUNDRED DOLLARS (\$200.00). THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

XVII. Miscellaneous Provisions

- 1. Notices.** All notices, requests, demands, consents, authorizations, claims, and other communications hereunder must be in writing and sent to the other party, at the address included in these Terms. A notice given under these Terms must be: (a) in writing in the English language; (b) sent to the email herein ldonline@londondrugs.com.
- 2. Assignment.** You may not assign the agreement under these Terms or any of the rights granted to you hereby, unless you first obtain the written consent of Globant.
- 3. Waiver.** No party shall be deemed to have waived any of its rights, powers or remedies under these Terms unless such waiver is expressly set forth in a writing signed by the waiving party. No written waiver of any provision of these Terms shall be deemed to be, or shall constitute, (i) a waiver of any other provision of these Terms, whether or not similar, or (ii) a continuing or subsequent waiver of the same or another provision of these Terms.
- 4. Force Majeure.** Globant shall have no liability to you under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by a Force Majeure Event, provided that you are notified of such an event and its expected duration. "Force Majeure Event" means any acts, events, omissions or accidents beyond a Party's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of a Party or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Globant or subcontractors.
- 5. Reserved Rights.** Globant reserves the right to access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property or personal safety of Globant, its users and the public.
- 6. Severability.** If any provision of these Terms shall be held to be invalid or unenforceable, the remainder of these Terms shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or

implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

XVIII. Communications and Support

We will periodically send you reminders and other information by e-mail or notifications while you're participating in LDEXtras Achieve.

If you have any questions regarding these Terms, please contact us at ldonline@londonrugs.com.