

## DECLARATION AND ACCEPTANCE OF TERMS

You as Consumer, when you make payments through the technological platform offered by **KADU**, you expressly, voluntary and irrevocably agree completely with the rules establish in this document, and what for it is not regulated, the Terms and Conditions are going to be the ones establish in the web page [www.kaducollect.com/terms](http://www.kaducollect.com/terms), rules that you have read, understood and accepted at the same that you accept the privacy policy that is in [www.kaducollect.com/privacy](http://www.kaducollect.com/privacy).

### 1. Declaration

Once understood the above, the recipient, by signing this document, make the following declaration; **1.** I declare that the online trade operations that I'm going to do through this web site about the trade registered in the **KADU** platform of payments are not subject to crime, especially not infringe on the legal aspects of information and data, I declare to know crimes. **2.** I declare that before the acceptance of the payment, I was completely and clearly informed by **KADU** about the risk that the virtual trade operations has in the internet, reason why I promise to take all the informatics security measures needed when it comes to buying goods or services through web sites related with the established trade. **3.** As a consequence of the information given by **KADU** about the possible risks that are involved in the commercial transactions over the Internet, I declare freely, voluntary, consciously and independently to assume all risks that arise by virtue of the acquisition of goods and / or services made through the websites of ECOMMERCE to which I access. **4.** In case that a purchase of a good or service was made by a bank account, credit card or debit card stolen, cloned or which has supplanted the cardholder, or if the business operation was made through behaviours identified as a crime according to the Criminal Statute of each jurisdiction and the person who was affected by the fraudulent operation has made the claim to the respective financial institution that has the jurisdiction to study and analyse the business transaction, I irrevocably authorize **KADU** to perform all operations and procedures necessary to correct or mitigate the tort caused to third parties. **5.** By virtue of the foregoing statements, I declare that I release **KADU** from all liability for fraudulent business transactions that occur during the term of the Agreement for the PAYMENT PROCESSING AND TRANSACTIONS THROUGH INTERNET and therefore I assume all risks occur during the course of the Agreement, whether for business transactions made by a bank account, credit card or debit card stolen, cloned or which has supplanted the

cardholder, or has been made through the behaviours listed in the Criminal Code each jurisdiction.

## 2. Conditions of registration and use of the payment platform

In order to use the **KADU** SYSTEM, you as THE CONSUMER should provide inter alia, the following: a) Membership Form, b) Legal address, c) email address, d) Person and telephone number of contact, e) copy of tax document, e) Economic Activity,., and other documents that should be requested by **KADU**.

## 3. Privacy

1. The information provided by you, will only be used by **KADU** to operate the system, and will not be disclosed or sold to third parties, without the prior electronically written consent express by yourself. However, from now you authorize **KADU** to use the data and information provided, to validate you in front of different agents of the business that require validation to accept future payments. **First Paragraph:** You may access, meet, update and correct the data; you are going to be informed of the use made thereof and authorization that are available for it; you can also submit inquiries and complaints; revoke the authorization or request removal of their data, in cases where it is appropriate. **2.** This shall not apply in the case where a judicial or administrative authority request the information for investigative or evidentiary purposes, that they need to know due to the exercise of their functions, which left **KADU** with the obligation to provide that information breaking the confidentiality policy that is part of the present agreement. **3.** **KADU** would own the information, results and reports arising under this Agreement and from the transactional activity, as a result of the service provided. The basic information, criteria and procedures developed, as well as the results obtained during the execution of the services performed to achieve the objectives of the agreement are the exclusive property of **KADU** and it can be used in the development of their activities. **4.** You can access to the following web [www.kaducollect.com/privacy](http://www.kaducollect.com/privacy) in order to understand all the policies that govern the processing of personal data in **KADU**.

## 4. Taxation

Under the law of the country and according to the " CONSUMER tax quality " will be "it" who will be responsible for making the deductions that may be required, at the time of purchase goods and/or services offered by the TRADE, as well as submit tax returns and pay those taxes, you will

additionally certify to **KADU** the fulfilment of those requirements in order to report the payments generated for the TRADE and therefore reflect taxes and deductions provided by tax law in the amounts or percentages indicated by the relevant provisions. Taxes that are caused by the provision of service under this Agreement are responsibility of **KADU**.

## 5. Indemnity

The CONSUMER understands that the contractual relationship is directly with the TRADE, and therefore **KADU** is only a platform for the payment of goods or services purchased by the CONSUMER. In that sense, you have to keep **KADU** safe against all claims, legal actions and penalties that may arise by breach, tort or injury caused to persons or property of others, caused by the TRADE, its employees, subcontractors or suppliers during the execution of this Agreement, and twenty-four (24) months more after the completion.