

TERMS AND CONDITIONS

This agreement sets up the terms and conditions between You and Us, for the services and it does between **MEGARHINO SOFT S.A**, society with principal domicile in San José province, Cantón, Montes de Oca, District San Pedro (Costa Rica), PRESTADORA DE SERVICIOS TIC SAS, SOLUCOES DE INFORMATICA SRL, MI BILLETERA CHILE LIMITADA, TU REKARGA AUTOMATICA S de RL de CV (this will be informed at the time of execution of this contract) which for effect of the present agreement it is going to call **KADU GLOBAL** or simply **KADU** of one part; and of the other one, YOU, as an individual or organization that register in order to use the service (“user”, “merchant” or “you” or “its”)

Please, be sure to be satisfied with all the terms that are presented in this document before indicating your acceptance. With the signature or an equivalent acceptance of the present agreement, both recognize the intention of obligation by the terms of the present agreement and following its provisions. You will be able to use the service as this agreement describes, however, at the same time, it is going to be the regulatory framework by which you the USERS (the “USERS”) are be able to (i) use the pay system (the “system”), and (ii) have access to the services (the “services”) proportioned by the company.

Hence, it is important to read its content carefully and understood before the execution of this Convention, to the extent that it is the only agreement, which regulates the relationship between the parties. The USER accepts expressly and irrevocably that once the present agreement becomes valid, binding and exigible between the parties, in accordance with applicable law. Therefore, it creates a legal relationship between each other with all legal effects.

Once the agreement has been accepted, you recognize and accept that:

- 1) KADU, is a system or technologic platform and it is not a financial entity; KADU object has no way to take money neither send money because the purpose of the system is to offer online transaction services, without providing resources where the TRADE is the holder and origins in purely commercial acts.
- 2) The amounts transferred to the USER through the System are not guaranteed by any governmental agency;
- 3) KADU is not acting as a trusted agent or as the holder of the amounts transferred to the USER through the System, in accordance with this agreement and,
- 4) KADU has not any right to pay neither recognize any rate of interest neither remuneration linked to balances, amounts or cash transferred to the USER through the System.
- 5) The USER accepts, declares and recognizes that KADU does not perform activities of deposit to the extent that only a processing payment service through the System which is a technologic platform, ie monies received are for the sole purpose to be sent to accounts of who provides the good or service, having not KADU free disposition thereof.

- 6) The USER accepts, declares and recognizes that the sales done between the USER and the CUSTOMERS (the "CUSTOMERS") through the System or by any other mechanism provided by the company for that purpose, it carries out between the USER and its respective CUSTOMER exclusively, hence, **KADU** is not, under no circumstances, one of the parties in this kind of transactions.

It is important to visit our web site regularly, as several elements may be amended during the development of the contractual relationship and such amendments shall be notified through our web site. It is important to highlight that this includes any notification of lack of service availability. If any change occurs in the agreement, this will be published in our web site and at the same time notified to the email address provided by you, indicating specifically that these notifications are mandatory. If there is not denial for the amendment, it will mean that you continue in accordance with the contractual terms refurbished.

1. How do you indicate that you accept this agreement?

1) You indicate that you accept this agreement when you make a service request through our system or checking a box or clicking a button (or something similar) when asked to confirm this during registration for the Service at a time that this Agreement is displayed. Equally accepted is meant by using the Services (or any part thereof).

If you do not accept this Agreement, you may not use the Services.

2) If you want to use our services, the steps to follow to conclude the Agreement with us are:

- a) You must complete an application form to a file or online
- b) Read and understand the terms of this Agreement, you will be asked to accept these terms mark a file or online
- c) Once approved the user will be informed by email account and initial password to be changed on the first access.
- d) Make your payment by clicking the appropriate button. A notification will be sent to your email once your payment has been received successfully.
- e) You integrate our service its own technological platform, initially in test environment.
- f) You integrate our service in a production environment at your own responsibility.

3) Please print and keep a copy of the Agreement for your records, not your online ensures permanence.

4) This Agreement may only be held here in Spanish. The other languages supported by our web site contain courtesy translation, and its acceptance in any language constitutes acceptance of the original in Spanish.

5) If you are not satisfied with the services or you have any other restlessness, please use our helpdesk in <http://help.kaducollect.com>

2. Relevant definitions

1) **"Agreement"** means this agreement and all the documents expressly incorporated by reference;

2) **"Confidential Information"** means all information (of any kind), described by one party ("discloser") to the other ("receptor") that (i) indicates that is confidential, or (ii) is derived from the value of one of the parties to be confidential, or (iii) would be considered confidential by a reasonable business person;

3) **"Customer Data"** means all data from the CUSTOMERS, including transaction, payment and personal data;

4) **"The law of data protection"** laws applicable data protection or privacy in each of the countries where the provisions have on the subject.

5) **"Documentation"** means any user guide or similar material that we make available for use with the Services (including through our website) either on paper or in electronic format;

6) **"Operating Costs"** means the fees payable by you to us for the provision of the Services as outlined in our system as previously notified or not in accordance with this Agreement availability (including any minimum cost management);

7) **"Know your customer"** is the process through which **KADU** minimizes the risk of Money Laundering and Terrorism Financing. Additionally is the main process of Fraud Detection. Through this process is performed due diligence on their CUSTOMERS and USERS.

8) **"Fraud Detection System"** means a series of controls by **KADU** for detecting fraud;

9) **"Services"** means any services that should be provided by us under this Agreement;

10) **"Term"** means the term of this Agreement or the provision of related services (as applicable), including initial term and any extensions;

11) **"Our web page"** or "our website" means the public website by which promotes information of KADU services, www.kaducollect.com;

12) "KADU" MEGARIHINO SOFT S.A, society with principal domicile in San Jo-se province, Cantón, Montes de Oca; District of san Pedro (Costa Rica), which for purposes of this Agreement shall be referred KADU GLOBAL, who acts in own name and representing the PRESTADORA DE SERVICIOS TIC SAS SOLUCOES DE INFORMATICA SRL, MI BILETERA CHILE LIMITADA, TU REKARGA AUTOMATICA S de RL de CV.

13) **"Account"** is your online account that contains the list of payments received and the balance available for withdrawal. It also contains other administrative and configuration options;

14) **"Subaccount"** is an additional account, which the USER creates and links the main account;

15) **"Role"** is an access profile that has custom permissions;

16) **"Fees"** are commissions and management costs that **KADU** charges your use of the Service as provided to each of the parties, and in case of lack of

individual stipulation, as recorded in the Schedule of Rates on the public website and in private Account USER and **KADU** can change from time to time;

17) **"Fee Schedule"** means a price list published on our site or in private Account USER occasionally;

18) **"Member", "You", "Your"** means any person who meets all the requirements set out in these Terms of Use;

19) **"Merchant"** means any person or business entity that is registered and verified with **KADU** to accept payments through Payment Methods that **KADU** integrated into the system;

20) **"Payment Method"** is any physical system, electronic or virtual collection with which **KADU** has agreements. **KADU** integrates these Payment Methods System to which the USER can accept payments from your CUSTOMERS.

21) **"Exchange Rate"** means the exchange rate used by **KADU** all contributions involving currency exchange, which are informed with each payment received from your CUSTOMERS Account USER;

22) **"Quotation"** are the values suggested in **KADU** orders according to the amount.

23) **"Payment order"** are the requests that the user makes **KADU** reporting system through a USER wants to make a payment on any Payment Method.

24) **"Payment"** is the economic consideration given to the USER by the CLIENT, for the good or service sold and that is done through any of the payment methods integrated by **KADU**, which can be consulted in the account of the USER.

25) **"Retirement"**, requests that the USER makes **KADU** in order to be transferred to your bank account some or all of the balance available in your account **KADU**.

26) **"Transaction"** is an exchange or transfer of goods, services or funds **KADU** completed for you by the service request.

27) **"Transfer"** is, depending on context, (a) the debit of an amount of electronic money from your account and the corresponding payment of such amount in the account of a Merchant or other Member appointed by you, or (b) payment of an amount of electronic money in your account and the corresponding debit to the account of a Dealer Member or otherwise, in each case after deduction of the Commissions and to accept transfers from your account.

28) **"Business Day" or "Working Day"** are Monday, Tuesday, Wednesday, Thursday and Friday non-holiday in the respective jurisdiction.

3. **Quality and USER conditions**

1) To become a USER must:

a) Be at least 18 years old and be of age (age that is higher) in their country of residence;

b) Open an account in accordance with the instructions set out in the registration website, which includes completing all the required information and upload all required documentation.

c) Maintain an active address, phone number and email address to become a member and retain its membership and

d) To overcome successfully all necessary validation checks and verification of identity and security.

- 2) You can create roles and assign custom permissions to access accounts for the main features.
- 3) You can create sub-accounts linked to the Master Account provided that successfully passes all the conditions of this agreement.
- 4) Will update once the details of your account on the website if you change the information on your name, address, email address, phone number, or bank account.
- 5) The USER is said to be the person identified correctly on the registration form.
- 6) Legal representative of the USER must be of legal age, as defined under the applicable law of the jurisdiction of the USER to access the Services and System.
- 7) The User represents and warrants that the following statements are true and accurate, and acknowledge that KADU enters the Agreement on such an assumption:
 - a) The USER is a company duly established, fulfilling its objects in accordance with the laws of their country of incorporation, and to have sufficient capacity to carry out their activities in ways and places are carried out.
 - b) The USER is the person identified in the application form and all the information provided in it is true. The user is responsible for keeping all the information in the registration form.
 - c) The USER has all permissions and internal and external approvals necessary to execute and perform this agreement.
 - d) The USER acknowledges that all obligations under this Agreement are valid, binding and enforceable in accordance with its terms.
 - e) The execution of this Agreement and the fulfillment of obligations, a) does not contravene the laws of the USER, b) is not against or involving a violation or threatens to become one, any agreement or obligation to which the USER is a part of, or c) is not a violation of any national or local regulation or ruler.
 - f) The USER will not use the system as a means of concealment, manipulation, invest or use in any form, cash or other assets derived from illegal activities, or to conceal illegal activities or operations to the laws, or allow others to do so.
- 8) The USER shall be responsible to the Company for the validity and accuracy of the material of the above representations.
- 9) The legal representative will not provide any of the USER name, bank account number or credit card because it is not legally authorized to do so.
- 10) The USER must implement policies CLIENT Knowledge and businesses meet their CUSTOMERS, in order to be able to identify transactions, which may involve fraud or being a mechanism for laundering. KADU may help in the management of customer knowledge, however is exempt from any liability that may flow from the CUSTOMER performance, remembering that in any case it is the user who must know your CUSTOMER.
- 11) The USER agrees and acknowledges that KADU will only and exclusively authorized service therefore the USER will not act as an agent or lessee USER, and in no way allow third parties other than the user benefiting from the services.

12) The USER hereby acknowledges that the Services and will only be used to receive payments for purchases, sales of products or services in any way being used to transfer money between CUSTOMER and USER where there is no connection with the purchase of a product or a service. In any case, the services can be used for cash advances or to facilitate the acquisition of amounts in cash and traveller's checks, money orders, etc.

13) The system cannot be used to conduct activities or sell goods and services prohibited by KADU.

14) The USER acknowledges and agrees that the following products or services should not be paid through the system:

- a) Adult subscription services, chat or pornography (pictures, videos, DVD `s, magazines), Website User may not contain nude webcam services or links to pornographic sites;
- b) sexual escort service;
- c) firearms, ammunition or war products;
- d) illegal drugs;
- e) strategies to make money and capture;
- f) products to decode the satellite signal or standard cell phone, cards, programming card;
- g) sites that promote hate, black mail, racism, hunting or prostitution;
- h) deposits or loans from credit card services;
- i) Alcoholic beverages and / or harmful products like snuff, cigarettes, among others;
- j) use the services offered by KADU purposes that are contrary to the laws, statutes or regulations applicable to it, including without limitation those relating to money laundering, fraud, criminal activities, financial services or consumer protection;
- k) handle, hacking activities, modify, damage, interfere with, or adversely affect the safety or functionality of the Service KADU, or attempting any of these activities.

15) The USER accepts that the sale of goods or services prohibited paid through the system could cause immediate early termination of the Agreement, or freezing loss of income, fines or termination of your account without notice. In addition, the Service fee is not refundable if the termination of the Contract is for this reason.

16) KADU has the right to report any suspicious activity by the user to the authorities. Likewise, you can put the money that they are in the USER account until the term of one hundred eighty (180) days whenever product follow-up and monitoring developed by KADU detect suspicious or irregular trading.

17) KADU is the owner of all transaction information produced in the performance of the Agreement and the information can be used at all times by KADU for the development of its corporate purpose. Also, the user authorizes KADU to advertise on the user system that is part of this Agreement and accordingly use the system. The USER accepts and agrees that if the platform through which services are provided, or the system, belongs to another; such parties shall have access to information of the USER.

18) KADU has the right in its sole discretion to suspend or freeze the account of the user, or refuses to execute some operations, if the USER fails to comply with any of the obligations and duties embodied in this Agreement, as amended

and attachments to which the USER expressly agrees, or if there is reason to believe that the user performed through the System any illegal or prohibited activity, according to the laws of each jurisdiction of each company. Other service may be suspended for:

- a) Violation of any of these Terms of Use;
- b) If we have reasonable grounds to believe that your Account has been used in connection with unauthorized or unusual use;
- c) If at any time we determine that you have provided us with false, inaccurate, incomplete or misleading information or information that is not legally authorized to use can terminate your account with immediate effect;
- d) Receipt of potentially fraudulent funds;
- e) Refusal to cooperate in an investigation or provide the data security or identity verification or documentary evidence, when requested;
- f) Initiation of transactions that may be considered cash advances or attending obtaining cash advances;
- g) We create your Account has been used in real or supposedly related financial crimes or illegal activities, or to facilitate such activities;
- h) We create your account is active or inactive, or conduct poses a risk to our security, credit, protection against fraudulent activities, business or reputation; or
- i) Following investigations of money laundering, terrorist financing or prohibitions imposed by authorities, agencies or governmental commissions.

19) For you to make use of the services offered here, will not lose its membership, nor may any breach of the Terms of Use, do not have any restrictions to access your account, or have had some old account closed by us.

4. Description of the Services and Obligations of the Parties

1) KADU provides to the USER the use of an electronic system, which is an Internet platform and allows to the USER to receive payments as a result of the sale of goods and services offered by the USER through transactions with various payment means accepted in the jurisdiction each company that represents KADU. Consequently, the relationship with the USER shall be governed by this Agreement, and depending on the country in which the latter intends to offer its products or services, the applicable regulation of the country also regulate the relationship, and for each case Specifically, according to the domicile of the Company itself.

2) To provide the Services, the USER should complete the process of Know Your Customer ("KYC") necessary for the proper performance of the system. Similarly, KADU may request additional information regarding the people who will make the payments to the USER, as consideration for goods or services provided by it. In this case, the USER is obliged to provide the information required, as will ensure that you have the authorization to provide such information to third parties delivering proof and forcing herself to accept any

strategy that KADU deems appropriate to ensure that it has the authorization. In order to ensure the above, the USER agrees to inform his buyers, the privacy policies and information may be found in www.kaducollect.com/privacy.

3) For the technical implementation the USER must complete the steps described in the literature can be found in the account of the User, which are an integral part of this Agreement.

4) The obligations that KADU acquires, under this Agreement are of means and not of results, hence, make all reasonable efforts to ensure that transactions are processed on time. However, a series of circumstances beyond its control, including without limitation, bank processes and other correspondents, time banks, e-mail systems, viruses, software and hardware issues, among others, are directly related to the timely execution of transactions and as such could be the reason for being unable to carry out the transaction in a timely manner. **KADU DOES NOT** make any representation or warranty about the fullness of time involved in processing transactions, therefore, is not responsible for any damages or claims arising out of any delay. Furthermore, **KADU** does not guarantee continuous, uninterrupted access to the services and the system, to the extent that could be affected by a number of circumstances beyond the control of the same company.

5) The USER agrees and acknowledges that KADU is not responsible for the risks that could affect the system and may have some involvement in their technology infrastructure. This disclaimer applies, including without limitation, the technological risks of soft errors in applications, the paradoxes resulting from their integration, holes, worms or viruses, sabotage software, databases and other computer crimes. The USER accepts and irrevocably releases KADU of any pecuniary liability in respect of such acts. Encryption techniques are not precise science, so KADU assumes no responsibility for implementing the functionality, security and control, and that the tools provided to the user, intended only as useful elements or mechanisms to mitigate risk, however, does not guarantee any results.

6) The USER agrees and acknowledges that distance sales, including sales over the Internet, involve risks taking into account the impossibility of guaranteeing the authenticity of transactions made with credit or debit cards therefore remains possible that the goods and / or services that can be acquired without authorization of the cardholder. These risks are borne solely by the user.

7) KADU will not be liable for any claim or damage, unless gross negligence is the cause of it. Especially, KADU, in no event shall be responsible for any damage or loss resulting from fraud or false or incorrect information provided by the user and / or purchaser (CUSTOMER) of goods and / or services purchased.

8) The service provided by KADU is limited to providing the USER with a platform through which payments can be received online, KADU accordingly does not warrant, or accept responsibility for the accuracy and legality of transactions through the system.

9) KADU will not be liable for the quality of goods and services offered by the user and which are paid through the system, and for any charges, taxes or any other obligation arising in a jurisdiction as a result of the transaction. The USER bears all applicable taxes or charges applicable to the transactions and transfers money and agrees that each company may deduct money from the account for that concept. As such, the user is responsible for handling all complaints by customers in terms of quality, quantity and distribution of goods and services. Moreover, KADU does not support the safety, quality, accuracy, integrity or legality of any product or service offered by the USER, or the ability of CUSTOMERS acquires such products and services.

10) The USER agrees to indemnify KADU and free from any liability arising from any claim brought by any third party with respect to products and services, because it goes into default due to non-compliance with the obligations contained in this Agreement.

11) The USER is solely responsible for the fulfilment of tax obligations and liabilities arising out of commercial transactions between the USER and your CUSTOMER in any jurisdiction, KADU releases from all liability in respect of any claims brought by third parties as USER breach of its obligations or duties arising out of commercial transactions between the USER and the CUSTOMER in any jurisdiction or imposed as a result of the transfer of money.

12) Each KADU, directly or through third parties, will collect from each jurisdiction in which transactions are carried out, the money deposited by the CUSTOMERS who buy goods and services from that USER in the currency of the country where the transaction takes place. Such money initially kept in the currency of the country where the transaction takes place and must be transferred to the bank account of the user or virtual during the five (5) business days following the date that the request for withdrawal by the USER is received, time for what should already be represented in the currency of the jurisdiction in which the USER wishes to receive payments. USD is the currency to withdraw outside the regions where KADU collects.

13) The USER acknowledges that all payments in the Account received in the currency set to reflect the withdrawal. Exchange rates will be informed by KADU in the system so that the user is aware of the risk of exchange rate for the day of the transaction is in effect.

14) All taxes, fees and charges applicable in the jurisdiction where the transaction takes place, should be added directly by the user, with the value of the good or service sold by the MEMBER to the CLIENT. This does not mean that if KADU believes that no additional taxes, may charge.

15) KADU will not be liable for fluctuations in exchange rates that adversely affect the USER.

16) The USER will help KADU in all matters related to changes resulting from cash transfers. In addition, the user must hold harmless and relieve KADU any liability for any claims by third parties against the user for breach of the obligations relating to exchange trade transactions between the USER and the CUSTOMER or as a result of money transfer.

17) For a period of five (5) years , or by applicable law , the user is responsible for issuing and filing the original i) receipts or other equivalent document showing that the product has been delivered or service was provided to the CUSTOMER , and ii) invoices for sales contracts stating that the services were used. Both receipts and invoices or equivalent documents must be available at all or at the request of the CUSTOMER's KADU time. For CUSTOMER claims or requests for a reversal of the transaction and that the documents are not available, the user authorizes KADU to deduct the respective value of the claim or reversal of your Account or sales invoices future in a maximum of five (5) business days after the USER timely and diligently deliver supporting information requested by KADU.

18) The user authorizes KADU to deduct from your Account, any transaction not authorized, is fraudulent or is subject to claims by any financial institution, with the only criterion or suspected KADU.

19) The USER authorizes KADU to:

a) deduct from its account any tax or the amount in respect of commercial transactions, which by law or order of competent authority has place; or incurred under the transfer of money to the account of the user, or

b) deduct the respective amounts of future sales, if there are insufficient funds in the Account.

20) The USER must directly perform any transaction reversal requests transaction.

21) The USER must comply with all regulations and recommendations issued by the principals.

22) The USER must comply with all obligations and processes resulting from transactions related to the export and import of goods or services.

23) The CUSTOMER may appeal to the enforcement of the legal provisions for the sale of goods and services, especially consumer protection laws of each jurisdiction, so the USER will always forces of good faith, loyalty, and clearly honesty before CUSTOMERS who purchase their products. Paragraph 1. For purposes of compliance with this obligation, the USER shall inform its consumers the following information to be included in the web sites listed in the " MEMBERSHIP FORM " : a) Identification of the company that buys goods or services , that is, reason social , tax identification , b) Principal geographical address of the company (city) and address, c) E-mail where you can receive trade notifications and / or judicial or other electronic means of contact that are registered in the Chamber of Commerce where he was registered company , d) telephone number e) Description of a taxpayer for purposes of tax bases and rates to apply and other information necessary to enable consumers to identify the origin and responsible for the goods and services purchased .

5. Fees

1) All the fees charged by the companies (the "fees") are published in www.kaducollect.com and in the Users Account for the fees bargained,

information that is a constituent part of the current Agreement. Rates may be subject to change from time to time in accordance with the laws of each jurisdiction and the administrative decisions of KADU. You may be charged these fees previously established for various transactions among which, without being taxable for payments received and withdrawals, as well as third-party payments and transfers to other Users. They may also be charged certain administrative fees, which include, among others, (in relation to the on going management of inactive accounts) charges for debt collection and reprocessing, if insufficient funds. All fees will be billed in the currency of your Account and you agree that we may perform the debt by offsetting from your Account in any position, committee or other amounts due to us and that is payable by you in connection with the Service.

- 2) **KADU** reserves the right to change these fees periodically. These updates will appear listed in the web page. Changes regarding to the reference interest rate or the exchange rate will be applied immediately and without notice.
- 3) The USER agrees to pay the fees in accordance with this Agreement.

6. Password

- 1) Each USER will be granted one or more password (" Password ") that allows you to use all the functionality of the Account like checking the payments received, withdrawing to the established bank account, settling other settings and use other features of the system, according to this Agreement. It is your responsibility to maintain the confidentiality of your account ID , the Sub-Accounts , Roles and the people with access, to secure the identification , password and other security credentials and information specific of your account, you should keep it in a safe place. This includes ensuring the on going security of the login details of your computer equipment to access to the Internet.
- 2) The user will be the only authorised to modify the password
- 3) The USER shall not disclose the password to any third party; he is the solely responsible for its use and for its safety and custody. If the user suspects that the security of his password has been infringed, please inform KADU and order if you want to stop your account transactions.
- 4) The USER acknowledges and agrees that KADU should assume that anyone who identifies with the appropriate password is authorized USER, therefore, any transaction or operation carried out with such password shall be valid and binding. Therefore, to safeguard the confidentiality of your account and your personal data, you must not disclose to anyone your password or your security details. You can not use the password or security details of anyone else to access another account.
- 5) The USER declares that all representatives, agents and employees using password have been duly authorized to use the system, and for that the user is solely and fully responsible.
- 6) If you think you lost your password or Account details, which were stolen or in the case of an unauthorized transaction, not performed or performed incorrectly, you must notify us without undue delay through the support

means available in the Account or the general contact form on our website .

- 7) You will be responsible for all losses incurred regarding an unauthorized transaction where you have acted fraudulently, with intent or severe negligence.

7. Receiving payments and fund transfers

- 1) If any CUSTOMER uses the system, the proceeds received from the payments for goods and / or services offered by the user will be credited to the account of the user during the five (5) working days , provided that verify the occurrence of the following three elements :
 - a) The payment of the CUSTOMER;
 - b) The acceptance of the payment by the system, and
 - c) The transfer of the money.
- 2) The USER must provide KADU, the number of the bank account where you will receive resources credited to your Account. The user can configure different levels of security and authentication to request the withdrawal. Bank accounts specified by the user will be exclusively authorized to receive revenues from the Account. If the user changes their bank account, you must provide adequate support for the new bank account, informing KADU through the setting in your Account. Changes that involve a currency exchange will be at the sole discretion of KADU.
- 3) The USER will not be protected against reversals transaction once payments are received through the system. For the above reason, the user authorizes KADU to withdraw the money from your account transactions reversed and if not possible, due to insufficient funds, to extract them from future transactions. Such reversals include, among others, the following situations :
 - a) Reversals of credit card transactions , for any reason , and
 - b) Reversals because the person who made the payment was using a stolen credit card or unauthorized bank account.
- 4) Payments for goods or services not authorized or prohibited, under the terms of this Agreement and applicable law, will not be accepted.
- 5) **KADU** will debit the USER account the respective value to the services fees in each jurisdiction in accordance with these terms, which are explicitly authorized by the user from this time.
- 6) The USER authorizes KADU to deduct, at any time from the user's Account, the value of the money owed. Such deduction shall be five (5) business days of notification of the debt sent by the respective company .
- 7) **KADU** shall keep a record of the activities performed by the USER on the Account. The USER's account information is available in <https://dashboard.kaducollect.com>, entering the required authentication data. KADU does not have the obligation to post the summary of your account via registered mail, email or any other means .
- 8) The USER shall hold harmless and relieve **KADU** of liability by reason of erroneous transfers or money transfers that do not reach the USER as a

result of incorrect information provided by the USER.

- 9) The USER exempts **KADU** from all liability in respect of information of the user as a result of interception by unauthorized parties
- 10) **KADU** may refuse to make any transfer when suspected the Terms of Use or otherwise have been violated or when we are required to do so by law. We will notify you of such rejection our reasons for doing so and, where appropriate, the way how to rectify the error that caused the rejection, unless the notice, or part thereof, is prohibited by law
- 11) In any case, every 60 days, from the oldest payment order, KADU will deposit into your account the money collected pending to withdraw if YOU have not done so.

8. Refunds and Commissions

- 1) The USER can at any time request that the amounts deposited in the account are withdrawn prior to the bank account specified in the Account settings.
- 2) The USER authorizes KADU to deduct in advance from its Account any amount due to any company represented by KADU for any reason.
- 3) The USER authorizes KADU to deduct payments made by COMMERCE CUSTOMER financial and administrative operating expenses generated in the service, for every sale made by the user, in the terms stipulated in the "FORM REGISTRATION "document is an integral part of this agreement.
- 4) The USER authorizes KADU to deduct the amounts left on deposit or held as security owned TRADE, all direct and indirect costs KADU has had to incur as a result of claims by consumers.

9. Guarantees

- 1) The USER undertakes to issue a promissory note or any other collateral requiring KADU, whenever it considers that these guarantees are necessary or desirable.

10. Tools for payment

- 1) The USER can use any of the tools available in the system to expose the methods of payment accepted. These tools may be subject to availability, without limitation, email payment, payment page, checkout button, adding to cart, point of sale integration or API integration or Webservice.

11. Divers

- 1) The USER is solely responsible for the instructions provided or reported to the KADU.
- 2) The USER is aware that, once the resources have been prepared in accordance with the instructions provided by him, such payments shall be final and not subject to reversion.

3) If the USER claims against a third party with respect to any transaction as a result of the sale of goods and services paid through the system, exempt from any liability to KADU, as they understand that the latter is only a facilitator's not a contractual party. The USER is fully responsible for the goods or services purchased that are paid by the service offered by KADU. Any dispute arising in connection with any product or service purchased through the Service KADU will be resolved between the CUSTOMER and the MEMBER, and both agree that KADU not form part of that disagreement. KADU no warranties, representations or conditions with respect to such goods and services.

4) The USER is obliged to provide its CUSTOMERS with accurate, truthful, sufficient, clear and current information about the products or services offered. Particularly, it indicates its characteristics and properties, such as size, weight, materials that are manufactured with nature, origins, modes of production, components, applications, forms of use, properties, qualities, adaptations, quantities and any other relevant information. The USER shall inform its CUSTOMERS validity of the bids submitted and product availability. Should product pictures are included, should state their respective scale. The USER shall inform its CUSTOMERS services or delivery of goods, the right of preference you may have and the applicable procedure, also providing the total price of the product, including taxes, costs, and expenses of the CLIENT may be required to pay.

5) The USER shall ensure that the goods or services are actually delivered to the address provided by the CLIENT.

6) The USER is responsible for issuing and filing the original of the following documents for at least 5 years: i) the original proof of delivery or any equivalent document proving that the goods were delivered or services rendered to CLIENT USER, so these documents should be available for KADU if requested, and ii) the original invoices issued in connection with the purchase agreements entered through KADU, so that these documents should be available for KADU if requested. If CLIENT USERS have rights and these documents are not available, the USER authorizes KADU to deduct the respective value of your Account.

7) The information required will be delivered within a maximum of 3 working days.

8) The content of these agreements as well as any publication that is made on the Website is protected by copyright and intellectual property, so what all moral and economic rights belong to KADU and any unauthorized copying or misuse thereof shall be punished and persecuted by the authorities, resulting in compensatory damages to which it may apply.

12.Duration and Termination

1) The term of this Agreement shall be twelve (12) months from the date of its execution. Unless either party notifies the other at least thirty (30) calendar days before the expiration date of its intention to terminate the Agreement, it is

understood that the Parties intend to renew for a same period of time. This will apply indefinitely.

2) KADU reserves the right to terminate this Agreement immediately if there is a valid reason to do so, without such early termination results in any amount payable by way of compensation for damages caused to the USER reason.

3) It shall be considered valid reasons for immediate termination of this Agreement if:

- a) The USER is violating any law, regulation or this Agreement.
- b) There is reason to believe that a virtual account used in connection with unusual or unauthorized transactions for potentially fraudulent or resources.
- c) The system has been used improperly or in the case of hacking activities or security violations.
- d) The account of the USER is inactive for a year.

4) In any case, early termination, KADU be able to keep the balance in the account of the user during the one hundred eighty (180) calendar days and any amount to pay any tax or charge in connection with commercial transactions and relationship with transferring money to the USER Account. Because of the above, the USER authorizes KADU retain the balance in your account, or sweepstakes, in previous cases, and to debit the required amount of the account if any claim made by any reversal or a CUSTOMER or by financial institutions.

5) If we close your account permanently, we will notify you before doing so by means of the telephone number or address of most recent email that we have provided, and will send unrestricted funds or uncontested your Account (that is, not engaged or otherwise related to the circumstance which leads to limited funds or closure). If circumstances where we can not inform you that it has adopted the measure arises, we will inform you immediately after the measure is taken, except where such disclosure is prohibited by law then there are no reasons for stopping use, let using the account as soon as possible or replace it with a new account.

13. Governing Law, Dispute Resolution, and Legal Provisions

1) The contractual relationship of the participants shall be governed by the provisions contained in this Agreement, in matters not provided therein, by the laws of **COSTA RICA**. The courts of **COSTA RICA** shall settle any disagreement that may arise in connection with these Terms and Conditions.

2) These Terms of Use may be amended or repealed by operation of law, or if you are determined to be contrary to applicable law without affecting the validity or enforceability of the remaining conditions.

3) These conditions of use and integrated policies to this Agreement constitute the entire Agreement between the parties and supersede all previous. In case of contradiction between this version of the Terms of Service and available on the website version shall prevail website version.

- 4) The fact that we do not exercise or enforce any right under these Terms of Use shall not be deemed a waiver of such right or preclude the exercise or enforcement thereof in the future.
- 5) The rights and remedies they confer Conditions of Use KADU, are cumulative and are in addition to any other rights and remedies conferred by law KADU or in equity.
- 6) You may not transfer, assign, subcontract or delegate rights, duties or obligations they confer Terms of Use. We reserve the right to transfer and assign these Terms of Use, and you agree that we may assign any rights or make a novation of any of the obligations described herein without consent.
- 7) None of the provisions of these Terms and Conditions set association between you and KADU, neither KADU or you become an agent of the other party, for any purpose. It has no authority to set obligations, contracts or liabilities for KADU somehow, for any purpose.

14. Privacy policy, released provision of information and authorization for conducting inquiries information before bureaus.

- 1) PRIVACY POLICY. 1. The information provided by the USER will be used solely by KADU to operate the system, and will not be disclosed or sold to third parties, without the prior written consent electronically by the USER. 2. This shall not apply in the event that pursuant to a request by a competent judicial or administrative authority, for investigative or evidentiary purposes, they know that only responsible for the exercise of their functions, which forces to provide that information KADU breaking the constitutive confidentiality policy agreement. 3. KADU would own the information, results and reports arising under this Agreement and resulting from transactional activity, limited to the service itself turned out to be provided. Basic information, criteria and procedures developed and the results obtained during the execution of the services performed to meet the objectives of the agreement are the exclusive property of KADU and may use in the development of their activities.
- 2) The USER expressly and irrevocably authorized to KADU for control, supervision and consultation, to conduct an investigation and / or inform centres of financial information, and generally any other entity that manages databases with the same purposes, the existence, change or termination of direct or indirect obligations incurred prior to or after KADU, especially as it relates to current and outstanding debts and payment habits. The authorization includes the ability to check all past, present and future of information related to the management, the status and performance of the obligations before and explicitly authorizes KADU itself to report, process, disseminate , and check with the centres financial information or any commercial information management and personal financial information organization , information on trade relations with third parties. Additionally, the user agrees that all information reported and in connection therewith will be processed in order to achieve the purposes of KADU and may disclose it for commercial purposes, you also agree that the records will be maintained for the time established in the regulations of the respective information centres.
- 3) you acknowledge and agree that: (i) when talking to service agents KADU user, your call may be monitored and / or recorded for the purposes of quality

control, training, security and protection against fraudulent activities; (ii) for security purposes and prevent fraudulent activities, KADU keep your files after your account is closed; and (iii) for validation and verification of identity, the following information may be provided to Dealers and other members who transfer funds to or from which the transfer: name, account number, jurisdiction, country of residence, zip code , email address and / or IP address.

15. Procedure for making claims

1) Claims may be made through the support means in the Account USER. If there is no access to an Account, you can use the contact form www.kaducollect.com/contact. The answers will be processed within five (5) business days.

16. Warranties, liability and disclaimers

1) We assume that, prior to opening your account, you have validated that opening and maintaining it does not violate any laws or regulations in your country of residence and jurisdiction. You warrant that the use of KADU services does not violate any law or regulation and agrees to indemnify KADU for any liability arising from the use of KADU Service in violation of any law or regulation.

2) WE MAKE NO EXPRESS WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE KADU, EXCEPT AS PROVIDED IN THESE TERMS OF USE, AND EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS IMPLIED AND STATUTORY, INCLUDING, WITHOUT ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT THE IMPLIED AND STATUTORY WARRANTIES CAN NOT BE REJECTED UNDER APPLICABLE LAW.

3) Not KADU nor its subsidiaries or affiliates be liable for any claim, loss or damage which may be incurred by you or third parties, unless they have been caused as a direct result of our negligence or wilful misconduct, and in no event be liable for any claims KADU, loss or damage caused by actual or alleged by:

- a) Errors committed by you, a CUSTOMER or another member to send or receive transfers or withdrawals, such as when a transfer to the wrong person or the wrong amount transferred;
- b) The use of your account by another person who passes all validation checks and identity verification and security;
- c) If not used on your PC or on the computer you use to access the Internet an antivirus software, antimalware and antispymware and firewall updated and if not remove viruses, malware or spyware of any PC or equipment soon as practicable after discovery;
- d) fraudulent activities or false statements made by USER or CUSTOMER although that USER or CUSTOMER even exceeds that all validation checks and identity verification and security;
- e) errors or omissions in the content of our system;

- f) Misuse or inability to use our system, whether to reasons beyond our control or not due;
- g) delays, losses, errors caused by errors or omissions, interruptions, infiltration or destruction of any computer hardware, software program or other telecommunications or data transmission;
- h) Intercept or seizure required by law;
- i) Circumstances beyond our reasonable control; Any abnormal and unforeseeable circumstances beyond our control (whose consequences would be unavoidable despite all our efforts to solve it); and
- j) Any of Our measures taken due to Our obligations under other provisions in the national laws of each jurisdiction.