

## Terms and Conditions

Welcome to ILoveKuduro! These terms and conditions outline the rules and regulations for the use of the ILoveKuduro website, located at <https://ILoveKuduro.com>. By accessing this site, we assume that you accept these terms and conditions. Do not proceed to use ILoveKuduro if you do not agree with all the terms and conditions stated on this page.

**Cookies:** This site uses cookies to personalize your online experience. By accessing ILoveKuduro, you agree to use the necessary cookies. A cookie is a text file placed on your hard drive by a web page server. Cookies cannot be used to run programs or send viruses to your computer. They are assigned exclusively to you and can only be read by a web server in the domain that issued the cookie. We may use cookies to collect, store, and track information for statistical or marketing purposes to operate our site. You have the option to accept or refuse optional cookies. Some cookies necessary for the functioning of our site do not require your consent. Remember that, by accepting necessary cookies, you also accept third-party cookies, which may be used through services provided by third parties if you use those services on our site, such as a video display window provided by third parties and integrated into our site.

**License:** Unless otherwise stated, ILoveKuduro and/or its licensors hold the intellectual property rights to all material on ILoveKuduro. All intellectual property rights are reserved. You can access ILoveKuduro for your personal use, subject to the restrictions set out in these terms and conditions. You must not:

- Copy or republish ILoveKuduro material
- Sell, rent, or sublicense ILoveKuduro material
- Reproduce, duplicate, or copy ILoveKuduro material
- Redistribute ILoveKuduro content This agreement shall commence on the date of this document.

Parts of this site offer users the opportunity to post and exchange opinions and information in certain areas of the site. ILoveKuduro does not filter, edit, publish, or review comments on the site. Comments do not reflect the views and opinions of ILoveKuduro, its agents, and/or affiliates. To the extent permitted by applicable laws, ILoveKuduro shall not be responsible for comments or any liability, damages, or expenses caused and/or suffered as a result of any use and/or posting and/or appearance of comments on this site.

ILoveKuduro reserves the right to monitor all comments and remove any comments that may be deemed inappropriate, offensive, or in violation of these Terms and Conditions.

### You warrant and declare that:

- You have the right to post comments on our site and have all the necessary licenses and consents to do so;
- Your comments do not infringe on any intellectual property rights, including, but not limited to, copyrights, patents, or trademarks of third parties;

- Your comments do not contain any defamatory, slanderous, offensive, indecent, or otherwise illegal material, constituting an invasion of privacy;
- Your comments will not be used to solicit or promote business, or to customize or present commercial or illegal activities.

You grant IloveKuduro a non-exclusive license to use, reproduce, edit, and authorize others to use, reproduce, and edit any of your comments in all and any forms, formats, or media.

**Hyperlinks to our content:** The following organizations may link to our site without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our site in the same manner they hyperlink to the websites of other listed businesses; and
- Systemwide accredited businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our site.

These organizations may link to our home page, to publications, or to other site information so long as the link:

- Is not in any way deceptive;
- Does not falsely imply sponsorship, endorsement, or approval of the linking party and its products and/or services; and
- Fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- Commonly-known consumer and/or business information sources;
- Community sites;
- Associations or other groups representing charities;
- Online directory distributors;
- Internet portals;
- Accounting, law, and consulting firms; and
- Educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not reflect unfavorably on us or our accredited businesses; (b) the organization does not

have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of IloveKuduro; and (d) the link is in the context of general resource information.

These organizations may have a link to our home page as long as the link:

- Is not in any way deceptive;
- Does not falsely imply sponsorship, endorsement, or approval of the linking party and its products or services; and
- Fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an email to IloveKuduro. Please include your name, your organization's name, contact information, as well as the URL of your site, a list of any URLs from which you intend to link to our site, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

**Approved organizations may hyperlink to our website in the following ways:**

- By using our corporate name; or
- By using the uniform resource locator (URL) to which it is linked; or
- By using any other description of our linked website that makes sense within the context and format of the content on the linking party's site.

The use of IloveKuduro's logo or other artwork to link without a trademark license agreement is not permitted.

**Content Liability:** We shall not be held responsible for any content that appears on your website. You agree to protect and defend us against all claims that arise on your website. No link should appear on any site that may be interpreted as libelous, obscene, or criminal, or that otherwise infringes, violates, or advocates the infringement or other violation of any third-party rights.

**Reservation of Rights:** We reserve the right to request that you remove all links or any particular link to our website. You approve the immediate removal of all links to our website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our website, you agree to be bound to and follow these linking terms and conditions.

**Removal of Links from Our Website:** If you find any link on our website that is offensive for any reason, you are free to contact us at any moment. We will consider requests to remove links, but we are not obligated to do so or to respond directly.

We do not guarantee that the information on this website is correct, we do not warrant its completeness or accuracy, nor do we promise to ensure that the website remains available or that the material on it is kept up to date.

**Disclaimer:** To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- Limit or exclude our or your liability for death or personal injury;
- Limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- Limit any of our or your liabilities in any way that is not permitted under applicable law; or
- Exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort, and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

#### **User-Submitted Content:**

- **User Responsibility:** By submitting music, videos, or any other content to ILoveKuduro, you declare that you are the copyright owner or have appropriate permission to share that content.
- **License to ILoveKuduro:** By submitting content, you grant ILoveKuduro a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to use, reproduce, distribute, prepare derivative works, display, and perform the content in connection with the services offered by ILoveKuduro.
- **Content Removal:** We reserve the right to remove any content that violates these terms or is deemed inappropriate at our discretion. If your content is removed, you will be notified and have the opportunity to contest the decision.

#### **Copyright and Intellectual Property Rights:**

- **Copyright:** All content provided on ILoveKuduro is protected by copyright. Any unauthorized use of the content may violate copyright laws and applicable regulations.
- **Copyright Violation Notification:**

If you believe your work has been copied in a way that constitutes a copyright infringement, please provide a detailed notification of such violation. The notification should include:

- Specific identification of the copyrighted work claimed to have been infringed, or, if applicable, a representative list of the protected material.
- Identification of the material believed to be infringing or subject to infringing activity and that should be removed or whose access should be

disabled, with enough information to allow ILoveKuduro to locate the material.

- Sufficient contact information for us to reach you, including your address, phone number, and, if possible, email address.
- A statement in good faith that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the copyright owner.
- Copyright violation notifications should be sent to [insert contact for violation notification]. Note that false statements under penalty of perjury may result in legal sanctions.

This procedure aims to protect intellectual property rights and ensure a safe and copyright-respecting online experience for all ILoveKuduro users.

#### **Acceptable Use:**

- **User Conduct:** You commit to using ILoveKuduro consistently with all applicable laws and these terms. Any abusive, fraudulent, or illegal use of the services will result in the termination of your account, without prejudice to other applicable legal measures.
- **Account Security:** It is your responsibility to maintain the security of your account. Please inform us immediately of any unauthorized use of your account or other security breaches.

#### **Privacy Policy:**

The IloveKuduro website is owned by IloveKuduro, acting as the controller of your personal data.

We have adopted this Privacy Policy, outlining how we process information collected by IloveKuduro and providing the reasons for collecting specific personal data about you. Therefore, it is essential to read this Privacy Policy before using the IloveKuduro website.

We take care of your personal data and commit to ensuring its confidentiality and security.

#### **Personal Information We Collect:**

When you visit IloveKuduro, we automatically collect certain information about your device, including details about your browser, IP address, time zone, and some of the cookies installed on your device. Additionally, as you navigate the site, we gather information about the web pages or individual products you view, the websites or search terms that directed you to the site, and how you interact with the site. We refer to this automatically collected information as "Device Information." Furthermore, we may collect the personal data you

provide (including, but not limited to, Name, Surname, Address, Payment Information, etc.) during registration to fulfill the agreement.

### **Why We Process Your Data:**

Our primary priority is customer data security. Therefore, we can only process minimal user data, only what is absolutely necessary to maintain the site. Automatically collected information is used solely to identify potential abuse cases and establish statistical information about site usage. This statistical information is not aggregated in a way that identifies any specific user of the system.

You can visit the site without telling us who you are or revealing any information by which someone could identify you as a specific and identifiable individual. However, if you wish to use some features of the site, receive our newsletter, or provide other details by filling out a form, you may provide us with personal data, such as your email, name, surname, city of residence, organization, phone number. You can choose not to provide us with your personal data, but you may not be able to take advantage of some of the site's features. For example, you may not receive our newsletter or contact us directly from the site. Users unsure about which information is mandatory can contact us through [info@loveKuduro.com](mailto:info@loveKuduro.com).

### **Your Rights:**

If you are a European resident, you have the following rights regarding your personal data:

- The right to be informed.
- The right of access.
- The right to rectification.
- The right to erasure.
- The right to restrict processing.
- The right to data portability.
- The right to object.
- Rights regarding automated decision-making and profiling.

If you wish to exercise these rights, please contact us through the contact information below.

Additionally, if you are a European resident, note that we process your information to fulfill contracts we may have with you (e.g., if you place an order through the site) or otherwise to pursue our legitimate business interests listed above. Also, be aware that your information may be transferred outside of Europe, including to Canada and the United States.

### **Links to Other Sites:**

Our site may contain links to other sites not owned or controlled by us. Be aware that we are not responsible for other sites or third-party privacy practices. We encourage you to be

cautious when leaving our site and to read the privacy statements of each site that may collect personal information.

**Information Security:**

We protect the information you provide to us on computer servers in a controlled, secure environment, safeguarded against unauthorized access, use, or disclosure. We maintain reasonable administrative, technical, and physical safeguards to protect against unauthorized access, use, modification, and disclosure of personal data under our control and custody. However, no data transmission over the Internet or wireless network can be guaranteed.

**Legal Disclosure:**

We will disclose all information we collect, use, or receive if required or permitted by law, such as to comply with a subpoena or similar legal process, and when we believe in good faith that disclosure is necessary to protect our rights, your safety, or the safety of others, investigate fraud, or respond to a government request.

**Contact Information:**

If you wish to contact us to understand more about this Policy or discuss any matter related to individual rights and your personal information, you can send an email to [info@IloveKuduro.com](mailto:info@IloveKuduro.com).