

# K-PAYMENT

## Terms and conditions of use

*Last Updated May 10, 2024*

### **KOBENZO S.A.U. (“KOBENZO”) Mobile Application (“K-PAYMENT”) End User Terms of Use and License Agreement (“Terms of Use”).**

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#### **1. PRELIMINARY**

- 1.1 These Terms and Conditions (hereinafter referred to as “terms and conditions”) govern the downloading, access, and use of the mobile application K-PAYMENT (the “App”), which KOBENZO S.A.U makes available to users. The user acquires this condition by downloading and using it.
- 1.2 Accessing the APPLICATION implies that the user acknowledges that they have accepted and consented without reservation to these conditions of use.
- 1.3 KOBENZO may, in its sole discretion, modify, amend or revise these Terms of Use at any time, and from time to time. Although we may notify you when material changes are made to these Terms of Use, you should periodically review the up-to-date version at <https://www.kobenzo.co/general-5> . Your continued use of K-PAYMENT evidences your agreement to be bound by these Terms of Use. If you do not agree to these Terms of Use, please uninstall and discontinue using K-PAYMENT. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.
- 1.4 This version of the APPLICATION is available free of charge on Google Play and Apple Store. The user acknowledges and agrees to comply with all applicable terms and conditions regarding obtaining, downloading, and updating the APPLICATION as determined by these *stores* respectively. The APPLICATION is made available to users for their personal (never business) use.

#### **2. IDENTIFICATION DATA**

Company name: KOBENZO S.A.U

TIN: FR50838607240

Registered address: 36 rue Schaeffer, Paris, 75016 FRANCE

Email: [contact.kobenzo@gmail.com](mailto:contact.kobenzo@gmail.com)

### **3. GENERAL CONDITIONS OF USE**

- 3.1 The purpose of these Terms and Conditions and is to regulate the legal conditions of use of the Service, as well as its access, navigation, and, in general, the relationship between the owner of the Service and the Users. Those who freely access the Service are obliged to observe them. Access to and browsing in the Service implies express and unreserved acceptance of these conditions.
- 3.2 To use the Service, Users must register with the Service. To do so, the User must provide the information required on the registration form. The User undertakes to provide accurate, truthful, and up-to-date information.
- 3.3 The User must provide his or her e-mail address, as well as any other mandatory information requested. Similarly, during the registration process, the User will be asked to provide a password to access the site. The User is solely responsible for maintaining the confidentiality of his/her account and password. In this regard, the User agrees to keep his or her password confidential, as well as other identifiers for his or her account.

### **4. UNAUTHORISED CONDUCTS**

- 4.1 Users must observe applicable legislation, codes of ethics, and these Terms and Conditions. KOBENZO reserves the right to immediately disable or block access to the App for any User, as well as to modify the information it deems appropriate if the User infringes the rights of third parties or that the User is making incorrect, excessive, or abusive use of the App in accordance with these Terms and Conditions.
- 4.2 For these purposes, incorrect, excessive, and/or abusive use will be considered to be any use that goes against the general principles of good faith, morals, and public order, that causes or may cause damage to the App and/or to third parties and to their respective interests, including copyright and behavior aimed at disabling or deteriorating the operation and usability of the Web Site, as well as any use that violates any specific instructions and/or warnings that may have been communicated by KOBENZO. In particular, the following conduct will be considered as such, by way of example but not limitation:
  - a. The denigration of the Service provided by KOBENZO.

- b. The use of computer viruses or any other code, file, or program that is designed or intended to interrupt, damage, or limit the operation of any software, hardware or telecommunications equipment, or damage or obtain unauthorized access to data or other information on the Website or from any third party.
- c. Access, attempt to access, manipulate or use non-public areas of the Service or its computer systems, systems, or delivery techniques, or otherwise interfere or attempt to interfere with the proper working of the Service.
- d. Remove technical protections from computer programs or attempt to test the vulnerability of any system or network on the Website or violate any security or authentication measures.
- e. Use false identities or impersonate others in the use of the Web Site, including the use, where appropriate, of third-party passwords or access codes. In particular, choosing a Username that infringes the rights of third parties, that personifies one of the employees of KOBENZO or other users, that is deliberately confusing, offensive, racist, obscene, harmful, illegal, or inappropriate in any way, or that breaches current legislation or regulations.
- f. Copy, modify, or distribute content from the Website and the Service, by any means, including through robots or other automatic devices.
- g. Displaying the content of the Web Site and/or the Service on services, pages, or applications of third parties or establishing a link to the Service without the written consent of KOBENZO.
- h. Use the Service for commercial purposes.
- i. Allow others to use your user account, including, but not limited to, renting, leasing, lending, selling, reselling, licensing to third parties, distributing, or transferring the licenses granted herein.
- j. Associate content of the Website with information or comments that violate respect for human dignity, are discriminatory, attack youth or children, are racist, violent, or inciting to hatred (including the advocacy of terrorism), are pornographic, relating to any type of exploitation of a racist, xenophobic nature or linked to terrorism or arms trafficking or any other that, in your opinion, is not appropriate for the Website.
- k. Promote, carry out, support, or encourage actions that are contrary to free competition or that constitute unfair competition.

## **5. SUSPENSION OF THE WEBSITE**

**5.1** The operation of the App is supported by servers from service providers, connected by public and private communications infrastructure.

**5.2** KOBENZO will do everything possible to guarantee the correct functioning of the same, however, he cannot guarantee the absence of interruptions for technical reasons in order to carry out repair work, and/or maintenance or lack of coverage or failures in the equipment and/or networks necessary for data transmission, which is beyond his control.

**5.3** Thus, access to the App may be suspended for reasons of force majeure (unforeseeable causes or causes which, whether foreseen or unavoidable, are expressed below by way of example, but not limitation):

- a. Failures in the electricity or telephone network supply,
- b. Attacks with viruses to the servers that support the App,
- c. User errors in accessing the Website,
- d. Fires, floods, earthquakes, or other natural events,
- e. Strikes or labor conflicts,
- f. War or other situations of force majeure.

**5.4** KOBENZO is exonerated from any responsibility should any of the circumstances indicated in this stipulation materialize.

## **6. INTELLECTUAL PROPERTY**

### **6.1 Legal protection of content**

**6.1.1** KOBENZO is the owner or licensee of the rights to the exploitation of the intellectual and industrial property of the Website, including all the Content and elements of the Website (including, but not limited to, text, images, audio, and video) available from the Website, as well as those hosted on third party sites, either because they are owned by KOBENZO, or because it has obtained the appropriate rights for their use. Likewise, the owner has obtained the appropriate authorizations relating to image rights from those who appear on its Website.

**6.1.2** The total or partial reproduction, copying, or distribution of the Content is prohibited without the owner's express authorization. Under no circumstances shall it be understood that the User's access and browsing implies a waiver, transmission, license, or total or partial assignment of these rights by the owner of the Web Page. Likewise, it is forbidden to modify, copy, reuse, exploit, reproduce, publicly communicate, transmit, use, treat or distribute in any way all or part of the Content and elements of the Web Page for public or commercial purposes, without the express written authorization of the owner of the Web Page.

**6.1.3** Therefore, in accordance with the previous paragraph, the User may, in addition to viewing the Contents and elements of the Web Page, make prints, copies, or downloads of them provided that such actions are exclusively for his personal and private use.

- 6.1.4 It is also forbidden to use the owner's contact details (postal address, telephone number, e-mail address) to send any type of commercial communication unless the necessary authorizations have been obtained beforehand in accordance with the applicable regulations.

## **6.2 Associated brands and logos**

- 6.2.1 The brands incorporated in the Web Page belong to their owner or third parties, with their authorization for their use in the Web Page.
- 6.2.2 Those who browse the Web Page are prohibited from using said brands, logos, and distinctive signs without the authorization of the owner or license to use them.

## **6.3 Hyperlinks**

- 6.3.1 The mentions that may be made on the Website to other third-party websites will be for information purposes only. The owner of the Web Page does not develop or administer these pages nor is he the owner of the aforementioned Internet addresses unless this is expressly indicated. For this reason, he will not be responsible for the contents that they incorporate, nor for the damages or harm derived from said access, nor for those generated by the services they provide.
- 6.3.2 The owner of the Website authorizes the establishment of links and hyperlinks from other websites on the Website. However, anyone who intends to establish a link between their website and the Web Page shall do so in compliance with the following conditions:
- a. The web page in which the link is established shall not contain information or content that is illicit, contrary to morality, good customs, public order, or any rights of third parties.
  - b. It shall not be stated or given to understand that the owner of the Web Page has expressly authorized the link or that he has previously supervised, assumed, or recommended in any way the services offered or made available on the website that establishes the link to the Web Page. It is therefore recommended that anyone surfing the Web Page should exercise caution in assessing and using the information, content, and services available on the linked sites.
  - c. The establishment of the link does not imply, in any case, the existence of a relationship between the owner of the Web Page and the owner of the Web site in which the link is incorporated.

## **7. RESPONSIBILITIES**

### **7.1 User responsibility**

- 7.1.1 The User shall use the Website at his own risk. By accessing it, he or she agrees to use it in accordance with the provisions of applicable legislation and codes of ethics, as well as with these Conditions.
- 7.1.2 Failure to comply with any of the rules included in these Conditions or with the legislation under which they are covered, will give rise to the responsibility of the User towards KOBENZO and/or towards third parties, for any damage or harm that may be caused as a consequence of this failure, regardless of whether this involves the materialization of an illicit act, an administrative sanction, a misdemeanor or a crime,

and will entitle KOBENZO to, where applicable, demand that it be held responsible in the civil, administrative, labor or criminal field that may correspond.

- 7.1.3 KOBENZO S.A.U reserves the right to edit, update, modify, suspend, delete or terminate the services offered by the APPLICATION, including all or part of its content, without prior notice, and to modify the form or type of access to it.
- 7.1.4 The possible causes of modification may take be for reasons such as adaptation to possible legislative changes and changes in the APPLICATION itself, as well as those that may derive from existing codes of conduct in the field, or for strategic or corporate reasons.
- 7.1.5 KOBENZO S.A.U shall not be liable for the use of the APPLICATION by a minor. The downloading and use of the APPLICATION are the sole responsibility of the user.
- 7.1.6 The APPLICATION is provided «as is» without warranty of any kind. KOBENZO S.A.U is not responsible for the final quality of the APPLICATION, or it is serving and fulfilling all the APPLICATION's purposes. Notwithstanding the foregoing, KOBENZO S.A.U undertakes to contribute to improving the quality of the APPLICATION to the best of its ability, but cannot guarantee the accuracy or timeliness of the content thereof.

## **7.2 Responsibility of the holder**

- 7.2.1 UNDER NO CIRCUMSTANCES KOBENZO SHALL BE LIABLE TO YOU OR ANY USER ON ACCOUNT OF USE OR MISUSE OF K PAYMENT OR SUCH THIRD-PARTY SOFTWARE OR SERVICES.
- 7.2.2 KOBENZO is not responsible for any damage caused to the User or third parties because of a breach attributable to the User, nor for any alteration to the User's equipment.
- 7.2.3 KOBENZO may temporarily deactivate Coupons, if, for reasons beyond the control of KOBENZO, the issuer of the coupons fails to comply with the terms of their agreement with KOBENZO for their continued participation in the Service. Similarly, the Coupons may be reactivated once the issuer of the Coupons has remedied the breach of its agreement with KOBENZO. The inactivity of a Coupon does not prevent it from expiring. KOBENZO does not assume any responsibility for the availability of the Coupons, the correct application of the Coupons, their discounts and promotions, and the inability to use them.
- 7.2.4 Nor does it assume any responsibility for illegitimate interference through the use of computer viruses or other viruses, whatever their origin, the improper use of the website by the user, or security errors caused by the incorrect functioning of the terminal equipment used by the user.

## **7.3 Warranty**

- 7.3.1 KOBENZO AND ANY THIRD-PARTY SOFTWARE AND/OR SERVICES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH KOBENZO ARE PROVIDED "AS IS" AND "AS AVAILABLE".
- 7.3.2 KOBENZO AND ANY THIRD PARTIES WHO MAKE THEIR SOFTWARE AVAILABLE IN CONJUNCTION WITH OR THROUGH KOBENZO DO NOT GUARANTEE ANY WARRANTIES REGARDING RELIABILITY, TIMELINESS, AND PERFORMANCE OF K PAYMENT, SUCH THIRD-PARTY SOFTWARE AND/OR SERVICES.
- 7.3.3 We do not promise or warrant that any aspect of third-party services or systems will work properly or will be continuously available as any such service or system is provided by a third party and the fees charged to you for the wireless connection required to download K PAYMENT to the wireless communication device or computer is determined by a third party. You acknowledge and agree that we are not liable for

the accuracy of the content, products description, prices, or any other related information. Your subsequent dealing with the vendors does not imply any endorsement of such vendors or the content, products, or services available from such vendors or resources. You acknowledge sole responsibility for and assume all risk arising from interaction with any such vendors. In addition, KOBENZO does not endorse, warrant, or guarantee the products or services of any seller, lender, or broker, including any rates, points, and loan programs posted by sellers, lenders, or brokers.

- 7.3.4 As a User, you are solely and exclusively responsible for the identification and access to the contents or services provided by KOBENZO.
- 7.3.5 KOBENZO is not responsible for the improper use of the User's identification and access to access the services that require them and the consequences of any nature, as well as the misuse by the User, its loss or forgetfulness, and its misuse by unauthorized third parties.

## **8. PROTECTION OF PERSONAL DATA**

- 8.1 The owner of the Website undertakes to process the User's personal data in accordance with the provisions of the legislation in force in this area. Specifically, it undertakes to apply the provisions of Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights and the General Data Protection Regulation 679/2016 of 27 April 2016. Complete information on this subject can be found in our Privacy Policy: <https://www.kobenzo.co/general-5>

## **9. RESOLUTION**

- 9.1 If the User fails to comply with any of the Terms of this document, KOBENZO may terminate the agreement between you and KOBENZO for the provision of the Service. This implies the loss of access to the same, as well as all the Coupons which may be associated with the User's account, without the User being entitled to any type of compensation. KOBENZO will not be liable to the User or third parties for the termination of this agreement.

## **10. INVALIDITY**

- 10.1 If any provision of these Terms and Conditions, or its application in any circumstances, is held to be invalid, it shall not affect the validity of the remaining provisions of these Terms and Conditions.

## **11. CUSTOMER SERVICE DEPARTMENT**

- 11.1 Should the User encounter any difficulty with the use of the Service, he may contact our customer service department by e-mail at [contact.kobenzo@gmail.com](mailto:contact.kobenzo@gmail.com). Our customer service department is at the User's disposal to solve most of the problems the user may experience. KOBENZO will make every effort to resolve any dispute, claim, question, or negotiation in good faith, through the customer service department.

## **12. APPLICABLE LEGISLATION AND JURISDICTION**

- 12.1 Those relations established between the User and the owner of the Web Page shall be governed by the provisions of the legislation in force in relation to the applicable regulations and the competent jurisdiction, the rules of the Spanish legal system being applicable.
- 12.2 For those cases in which it is possible to submit voluntarily to a specific jurisdiction, the owner of the Web Page and the User, expressly renouncing any other

jurisdiction, shall submit to the Courts and Tribunals of Madrid, unless the legislation establishes otherwise.

### **13. SUBMISSION TO ARBITRATION**

**13.1** We inform you that, in accordance with Art. 14.1 of Regulation (EU) 524/2013, the European Commission provides a **free access platform for the resolution of online disputes** between the USER and the PROVIDER, without the need to go to court, through the intervention of a third party, called the Dispute Resolution Body, which acts as an intermediary between the two. This body is neutral and will dialogue with both parties to reach an agreement and may finally suggest and/or impose a solution to the conflict. You can consult and file a complaint here: <http://ec.europa.eu/consumers/odr/>

CHECK BOX: I have read and accepted the Terms and conditions:  
<https://www.kobenzo.co/general-5>