



Privacy Policy

Use of WachaoPlus is also governed by our Privacy Policy accessible at

<http://www.WachaoPlustv.com/page/privacy-policy>

DISCLAIMER OF WARRANTIES

WACHAOPLUS TV CANNOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO OUR SERVICES, AND OPERATION OF OUR WEBSITES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. ACCORDINGLY, TO THE EXTENT LEGALLY PERMITTED, WachaoPlus HEREBY DISCLAIMS ALL WARRANTIES. WachaoPlus IS MAKING WACHAOPLUS AVAILABLE "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WACHAOPLUS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, WACHAOPLUS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH WachaoPlus IS ACCESSED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. WACHAOPLUS DOES NOT WARRANT THAT WACHAOPLUS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF WACHAOPLUS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN WachaoPlus WILL BE CORRECTED. WITHOUT LIMITING THE FOREGOING, THE SERVICES ARE NOT DESIGNED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION/COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WachaoPlus AND ITS AFFILIATES SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

LIMITED LIABILITY

WACHAOPLUS 'S LIABILITY TO YOU IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL WACHAOPLUS, ITS AFFILIATES, AND THEIR OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL

DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE WACHAOPLUS OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

NOTWITHSTANDING THE FOREGOING, IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE TOTAL FEES YOU PAID TO DOMINICAN REPUBLIC IN THE SIX (6) MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, AND (B) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Choice of Law and Forum

WachaoPlus is controlled and operated by Zurdo Group S.R.L. from its offices in the Dominican Republic. WachaoPlus makes no representation that WachaoPlus is available or appropriate for use in other locations. Your use of or access to WachaoPlus should not be construed as WachaoPlus purposefully availing itself of the benefits or privilege of doing business in any country or jurisdiction other than Dominican Republic. The validity, construction, interpretation and legal effect of this Agreement shall be governed by the laws of the Dominican Republic without regard to its conflict of law's provisions. If there is any dispute about or involving WachaoPlus and/or this Agreement, you agree to submit to the personal and exclusive jurisdiction of the courts located within Santo Domingo , Dominican Republic.

No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Modifications

WachaoPlus may, in its sole discretion and without prior notice, (a) revise this Agreement; (b) modify WachaoPlus, and (c) discontinue WachaoPlus at any time. WachaoPlus shall Post any revision to this Agreement to WachaoPlus.com, and the revision shall be effective immediately upon such Posting. You agree to review these Terms of Service and other online guidelines Posted on WachaoPlus periodically to be aware of any revisions. You agree that, by continuing to use or access WachaoPlus following the notice of any revision, you shall abide by any such revision. WachaoPlus shall not be liable for



any damages or losses related to the modification, cancellation or termination of WachaoPlus and/or this Agreement.

Privacy policy

WachaoPlus™ PRIVACY POLICY

1. Introduction

1.1 Purpose of Policy

WachaoPlus ("us" or "we") is committed to respecting the privacy rights of its members, visitors, and other users (collectively, "members," "you" or "users") of its WachaoPlus, websites [hereinafter collectively referred to as "WachaoPlus"] This WachaoPlus Privacy Policy is provided to help you make an informed decision whether to continue to visit and use WachaoPlus, and to demonstrate our commitment to fair information practices and the protection of privacy. This policy is only applicable to WachaoPlus, and not to any other websites that you may be able to access from WachaoPlus, each of which may have data collection and use practices and policies that differ materially from this Privacy Policy.

This Privacy Policy is incorporated into and subject to the WachaoPlus Terms of Service. Both the Privacy Policy and the Terms of Service govern your interaction with WachaoPlus, and your registration for and use of WachaoPlus.

1.2 About the Service

The WachaoPlus website [www.WachaoPlus.com] is a web-based interactive multimedia communications service that allows members to interact and communicate with the WachaoPlus community over the Internet by sharing their own media content and personal information. The WachaoPlus website [www.wachaoplus.com] is a venue provided by WachaoPlus where WachaoPlus Members who have registered for the WachaoPlus service can sell access to their content. Some of the WachaoPlus services require registration. To utilize WachaoPlus's registration based services, each WachaoPlus user must become a registered Member by creating his or her own profile,

which contains Personal Information (defined further in Section 2.1(b) below) that the member chooses to include. Such Personal Information includes, but is not limited to, the member's name, age, location, and other similar personal information; it may also include shared content uploaded by the member to WachaoPlus, such as photographs, video and audio files, which may contain the member's Personal Information and likeness.

1.3 Notice Concerning Children

PLEASE NOTE: WachaoPlus and any products or services provided therein are limited to audiences fourteen (14) years old or older. WachaoPlus does not direct any content specifically at children. If we learn or have reason to suspect that a user is underage, we will promptly delete any Personal Information in that user's account.

2. Information Collection Practices

2.1 Types of Information Collected

WachaoPlus collects the following types of information about users:

(a) Non-Personal Information. When you use WachaoPlus, our servers automatically record information that your browser sends whenever you visit any website. These server logs automatically track and collect the following categories of information when you visit our websites: 1. IP Addresses; 2. domain servers; 3. types of computers accessing the website; and 4. types of web browsers used to access the website (collectively "Traffic Data"). Traffic Data is anonymous information that does not personally identify you but is helpful for marketing purposes or for improving your experience on WachaoPlus. We also use "cookies" (defined in Section 2.3 below) in order to customize content specific to your interests, to ensure that you do not see the same advertisement repeatedly, to store your password so you do not have to re-enter it each time you visit the site, and to restrict the access of users who have violated our Terms of Service.

(b) Personal Information. In order for you to access certain services that we offer via WachaoPlus (including Membership registration, and the use of chat rooms and message boards), we require you to provide us with certain information that personally identifies you ("Personal Information"). Personal Information includes the following categories of information: 1. Contact Data (such as your name, mailing address, e-mail address); 2. Demographic Data (such as your gender, age, occupation, location, and marital status); and 3. And Profile Data (such as your Member name, interests, and Content uploaded by you to WachaoPlus, such as photographs, video and audio files, which may also contain your personal information and likeness). Additionally, if you communicate with us by e-mail, use any of the WachaoPlus communication tools such as instant messaging, and video chat, or post messages to any of our chat groups, bulletin boards, or forums, or otherwise complete online forms, surveys, or contest entries, any information provided in

such communication may be collected as Personal Information. If you are a WachaoPlus Host (seller), we will collect your credit card information. We do not collect credit card information of WachaoPlus buyers.

2.2 Use and Sharing of Information

(a) WachaoPlus Use of Personal Information. WachaoPlus uses your Personal Information internally in order to promote and operate WachaoPlus, and to introduce users to new features, areas or content of WachaoPlus. For example, we use your Demographic and Profile Data to customize and tailor your experience on WachaoPlus and/or services, displaying content that we think you might be interested in and according to your preferences. In addition, we use Contact Data to send you information about our Company or our products or services, or family-friendly promotional material from some of our partners, affiliates, or to contact you when necessary.

(b) Sharing of Non-Personal Information with Third Parties. We may share aggregate Traffic Data with third parties who assist us in understanding the needs of our Members and users, and to continually improve WachaoPlus for them. We share Demographic Data with advertisers and other third parties only on an aggregate (i.e., non-personally-identifiable) basis.

(c) Sharing of Personal Information with Third Parties. We share Contact Data with WachaoPlus Hosts (sellers) with whom you have transacted business with. We also share Contact Data with our contractors who assist us by performing core services (such as hosting, data storage and security) related to our operation of the WachaoPlus. Those affiliate companies and contractors have all agreed to uphold the same standards of security and confidentiality that we have promised to you in this Privacy Policy, and they will only use your Contact Data and other Personal Information as necessary to carry out their specific contractual obligations to WachaoPlus. If you are a WachaoPlus Host (seller), we will disclose your credit card information to those companies that WachaoPlus uses to authorize and process credit card payments. Your credit card information will never be intentionally disclosed to any other Member or third party.

(d) Display of Personal Information. Any Personal Information (including video content) that you Post or otherwise disclose on WachaoPlus (for example, on message boards or chat rooms, or within your personal profile page) becomes publicly available and can be collected and used by others. Your account name and other profile information (but not your email address) is displayed to other internet users when you upload videos or send messages through WachaoPlus, and you can be contacted by other users who send your comments. Any videos or other content that you submit to WachaoPlus (including any Personal Information contained therein) may be distributed through the internet and other media.

(e) E-mail Invitations. Members can invite friends to join WachaoPlus by sending invitations via our automated invitation system. WachaoPlus stores the email addresses that members provide so that the respondents may be added to the friend's list of the member sending the invitations. Recipients of invitations from WachaoPlus may contact WachaoPlus to request the removal of their information from our database.

Other Uses of Traffic Data and Personal Information. We may provide Traffic Data and Personal Information in response to subpoenas, court orders, or other legal process, or to establish or exercise our legal rights or defend against legal claims, and we reserve the right to cooperate with law enforcement investigations by providing Traffic Data and Personal Information to law enforcement officials without requiring a subpoena or court order in certain situations (for example, in case of threats to our Members).

2.3 Use of Cookies.

When you visit WachaoPlus, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser. We use both session cookies and persistent cookies. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser help file directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of WachaoPlus may not function properly if the ability to accept cookies is disabled.

2.4 User Choice Regarding Collection, Use, and Distribution of Personal Information.

You may choose not to provide us with any Personal Information. In such an event, you will not be able to complete our Membership registration, or access and use those portions of WachaoPlus that require your Personal Information. If you do not wish to receive information and promotional material from us or from our affiliate companies, you may select the appropriate "opt-out" option.

3. Confidentiality and Security of Personal Information

We will keep your Personal Information private and will not share it with third parties, except as otherwise provided in this Privacy Policy, or unless such disclosure is necessary to: (a) comply with a court order or other legal process; (b) protect our rights or property, or the safety, rights or property of WachaoPlus users; or (c) enforce our Terms of Service and other guidelines available on WachaoPlus and/or services. Your Personal Information is stored on secure servers, and WachaoPlus takes reasonable measures to protect such information from disclosure to or access by third parties. Please

note that WachaoPlus does not guarantee the security of member account information or Personal Information, and there is always some risk that an unauthorized third party may find a way around our security systems or that transmissions of your information over the internet will be intercepted.

3.1 User Ability to Access, Update, and Correct Personal Information.

You are solely responsible for ensuring the accuracy of the Personal Information or other account information you submit to WachaoPlus. Inaccurate information will affect the services you receive when using WachaoPlus and our ability to contact you.

We maintain a procedure in order to help you confirm that your Personal Information remains correct and up-to-date. At any time, you may visit your personal profile in order to: (a) review and update your Personal Information; (b) choose whether or not you wish to receive promotional material from us or some of our partners.

3.2 Lost or Stolen Information

You must promptly notify us if your user account ID, or password is or you have cause to believe has been lost, stolen, or used without permission. In such an event, we will remove that user account ID, or password from your account and update our records accordingly.

3.3 Links and Public Information

For your convenience, WachaoPlus contains links to other third party websites. We do not endorse and are not responsible for the privacy practices or the content of such websites. If you choose to link to third party websites, you should review the Privacy Policy posted on this other website in order to understand how the third party collects and uses your Personal Information.

Please understand that any information that is disclosed in chat rooms, forums, message boards and news group areas on WachaoPlus becomes public information. We have no control over the use of such information and you should exercise caution when deciding to disclose your Personal Information on these areas of WachaoPlus. Further, it is up to you to take precautions to ensure that whatever links you select or software you download is free of such items as viruses, worms, Trojan horses, date or time bombs and other items of a destructive nature.

4. International Users

WachaoPlus is hosted in the United States and is intended for and directed to users in the United States. If you access WachaoPlus from any region or country with laws or regulations governing personal data collection, use and disclosure that differ from United



States law, please be advised that through your continued use of WachaoPlus, which is governed by U.S. law, this Privacy Policy, and the WachaoPlus Terms of Service, you are transferring your personal information to the United States, and you consent to that transfer.

5. Updates and Changes to Privacy Policy

We reserve the right, at any time and without notice, to add to, change, update, or modify this Privacy Policy, simply by posting such change, update, or modification on the WachaoPlus and without any other notice to you. Any such change, update, or modification will be effective immediately upon posting on WachaoPlus.

Revised: May 18th, 2016

Copyright Policy

Notification of Copyright Infringement

WachaoPlus respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, WachaoPlus will respond expeditiously to claims of copyright infringement committed using the WachaoPlus service that are reported to WachaoPlus's Designated Copyright Agent identified in the sample notice below.

If you are a copyright owner, or are authorized to act on behalf of one or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the WachaoPlus service or website (the "**Site**") by completing the following *DMCA Notice of Alleged Infringement* and delivering it to WachaoPlus's Designated Copyright Agent. Upon receipt of Notice as described below, WachaoPlus will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged use from the Site and/or termination of the WachaoPlus user's account in appropriate circumstances.

DMCA Notice of Alleged Infringement ("Notice")

Deliver this Notice, with all items completed, to WachaoPlus's Designated Copyright Agent via email- copyright@WachaoPlustv.com

One who has posted material that allegedly infringes a copyright may send WachaoPlus a counter notice pursuant to Sections 512(g)(2) and 512(g)(3) of the DMCA. When WachaoPlus receives a counter notice, we may in our discretion reinstate the material in question in not less than 10 nor more than 14 days after we receive the counter notice *unless* we first receive notice from the copyright claimant that they have filed a legal action to restrain the allegedly infringing activity. To provide a counter notice to us, please return the following form to WachaoPlus's Designated Copyright Agent. Please note that if you provide a counter notice, in accordance with the WachaoPlus Privacy Policy and the terms of the DMCA, the counter notice will be given to the complaining party.

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
 - I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.
5. Provide your full legal name and your electronic or physical signature.

6. COUNTER NOTICE

1. Identification of the material that has been removed or to which access has been disabled on WachaoPlus service and the location at which the material appeared before it was removed or access to it was disabled:
2. I hereby state under penalty of perjury that I have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
3. Your name, address, telephone number and, if available, email address:
4. I hereby state that I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located or, if my address is outside of the United States, for any judicial district in which WachaoPlus may be found, and I will accept service of process from the complaining party who notified WachaoPlus of the alleged infringement or an agent of such person.

5. Your physical or electronic signature (full legal name): _____

The Counter Notice should be delivered to WachaoPlus's Designated Copyright Agent:

Notification of Trademark Infringement

If you believe that some other IP right of yours is being infringed by a user, please provide WachaoPlus's Designated Copyright Agent (specified above) with the following information:

6. Your physical or electronic signature, or a physical or electronic signature of a person authorized to act on your behalf;
7. Information reasonably sufficient to permit WachaoPlus to contact you or your authorized agent, including a name, address, telephone number and, if available, an email address;
8. Identification of the IP alleged to have been infringed, including (i) a complete description or explanation of the nature of the IP, (ii) evidence that you own the IP in the relevant jurisdiction, including copies of relevant patents, registrations, certifications or other documentary evidence of your ownership, and (iii) a showing sufficient for WachaoPlus to determine without unreasonable effort that the IP has been infringed;
9. Information reasonably sufficient to permit WachaoPlus to identify the use being challenged;

10. A statement that you have not authorized the challenged use, and that you have a good-faith belief that the challenged use is not authorized by law; and
11. A statement under penalty of perjury that all of the information in the notification is accurate and, that you are the IP owner, or are authorized to act on behalf of the IP owner.

Upon receipt of notice as described above, WachaoPlus will seek to confirm the existence of the IP on the Site, notify the registered user who posted the content including the IP, and take whatever action, in its sole discretion, it deems appropriate, including temporary or permanent removal of the IP from the Site. A registered user may respond to notice of takedown by showing either (a) that the claimant does not own the IP or (b) that the IP is not infringed. If the registered user succeeds in showing either (a), (b) or (c) then WachaoPlus may exercise its discretion not to remove the

IP. If WachaoPlus decides to comply with a takedown request, it will do so within a reasonably expeditious period of time.

WachaoPlus Has No Obligation to Adjudicate IP Claims - User's Agreement to

Hold Us Harmless From Claims

Claimants and users must understand that WachaoPlus is not an intellectual property tribunal. While we may in our discretion use the information provided in order to decide how to respond to infringement claims, we are not responsible for determining the merits of such claims. If a user responds to a claim of infringement by providing assurances that its content is not infringing, the user agrees that if we thereafter restore or maintain the content, the user will defend and hold WachaoPlus harmless from any resulting claims of infringement brought against WachaoPlus.