



## About Us

Zurdo Group S.R.L., Inc. is a global entertainment and technology company connecting content owners and video distributors to deliver premium content on any smart device with a screen.

Zurdo Group S.R.L. is a Service Provider of PPV content using the Internet, through our website [Wachaoplus.com](http://Wachaoplus.com) instead of being delivered through traditional terrestrial, satellite signal and cable television formats. Lefty, your entertainment partner, provides customers access to the content they want anywhere, anytime,

With a WiFi connection our customers can watch VoD and Live Stream content from around the world, TV shows, as well as indie movies on demand, Tele-video conference and many other interactive features.

Event Producers, Indie Filmmakers, and emerging ISPS partner with Zurdo Group S.R.L. for enhanced capabilities in multi-platform video distribution.

*Zurdo Group S.R.L.*

*Cayetano Germosén 70*

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*República Dominicana*

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## **Ticket sales terms and conditions.**

Review your reservation and ticket carefully. Purchased tickets will not be exchanged, returned or exchanged for any reason other than due to the cancellation and transfer of the WachaoPlus concert

WachaoPlus does not replace lost, deleted, hacked or transferred virtual tickets to other people. Ticket payment options are introduced during the ticket purchase process.

## **Payment methods and service fee**

In the online store, you can pay with bank payment cards (Visa, MasterCard, American Express) Stripe and PayPal.

Payment is processed using CardNet (Local Dominican Republic) Stripe and PayPal payment transmission systems. The customer can choose which system to use. In case



of problems and complaints related to the payment transaction, please contact the payment service provider first.

In all cases of payments for live events or video on demand, WachaoPlus will be responsible for the percentage that the payment gateways include for each purchase, so the price presented in each video will not present any extra value at the time of make the final payment.

### **Local banks online - Dominican Republic**

The payment intermediation service related to online bank payments from the Dominican Republic is implemented by the company CardNet in cooperation with Dominican banks and credit institutions. From the user's point of view, the service works the same as traditional online payment.

### **TICKETS LIVE STREAM PPV**

Reselling purchased tickets is prohibited.

Each viewer must have their own virtual admission ticket, as in live concerts.

Tickets purchased before / during the show are valid for the duration of the live broadcast as well as the time indicated on the event page to view the recording. After the live broadcast, some events will have the option of replays on WachaoPlus and all will have specified in the purchase of the virtual ticket, whether the admission will be valid for multiple views of the event or you have to purchase another ticket to see it OnDemand. All these formats will be specified with the acquisition of each ticket in each live event.

Recording tickets (VoD) released after live are valid for 48 hours / five visits.

You can find information about the concert at [www.wachaoplus.com](http://www.wachaoplus.com) and its official social networks. The client is obliged to verify from these pages that the event has not been canceled or moved, as well as other information and changes related to the event (for example, time of occurrence). WachaoPlus will notify customers who have provided their email information when purchasing a ticket of any event cancellation or schedule change.

If the live PPV concert WachaoPlus is canceled, the money will be returned to the buyer's account in a period of 2 to 7 days. If you have problems with the return, contact the payment intermediary that you use (the issuer of your credit, debit, PayPal, or Stripe card)

If the PPV event is postponed, then with the ticket you have purchased, the concert will be visible at the new time and days announced. However, if you want to get your money



back or exchange your ticket for another concert, please contact customer service at [info@wachaoplus.com](mailto:info@wachaoplus.com)

Children under the age of 18 can only purchase on the WachaoPlus online platform with parental permission, however this cannot be controlled by WachaoPlus. And this implies that we cannot cancel the purchase of the ticket if the minor has bought the ticket without the consent of his parents.

### **Legal basis and purpose of the processing of personal data.**

The legal basis for the processing of personal data under the General Data Protection Regulation (GDPR) is a legitimate advantage: the right to process personal data is based on the relationship with the customer. The data will be processed in order to provide services and sell tickets to the extent necessary to carry out these operations.

### **Registration information content**

#### **Information related to the purchase of tickets.**

Name and contact information: email address, country and IP address of network connection, in relation to multiple ticket orders, also customer address information: street, post office, post code, country, billing and payment information derived from payment, ticket and order information, as well as cancellation and change information, customer relationship communication, communication, interaction on social media channels, customer calls and emails, communication language, Purchase history, interests based on purchase history or any other information collected with the consent of the user, such as comments or other information related to the relationship with the customer and the requested services.

We do not store user passwords in our database in an encrypted form.

We do not store users' payment information in our database.

### **Regular sources of information.**

The information stored in the registry is obtained mainly from the client himself. You provide information through the WachaoPlus website and channels by purchasing tickets or services, as well as messages sent, by phone, through social media services and other situations in which you provide your information.

You can also receive information from third parties. These parts include: social network services used by the user to log into the services (Facebook, Google, etc.), records of public and private addresses.

### **Regular data transfers and data transfers outside the DR or USA.**

The information is not regularly disclosed to other parties.

When purchasing a ticket or other service, the customer provides payment card information to credit card companies.

The controller may also transfer the data outside the DR or USA in connection with the production and provision of services. In this case, the controller will be responsible for data protection and all matters related to processing as required by data protection legislation and the use of model contractual clauses approved by the Dominican Republic and in the United States of North America.

In your case, the information will also be disclosed to people who have the right by law to have access to the information, such as the competent authorities. In all disclosures of personal data, we comply with the legislation in force at the time and act within the limits permitted and required by it.

### **Registry security principles**

The registry will be handled with due care and the data processed by the information systems will be adequately protected. When log information is stored on Internet servers, the physical and digital security of your hardware is adequately addressed. The controller will ensure that stored data, as well as access rights to servers and other information critical to the security of personal data, are treated confidentially and only by employees whose job description it includes.

### **Data retention period**

Personal data will only be kept for as long as is necessary for the purpose for which it is used or to comply with our contractual obligations and legal obligations. Ticket and customer sales data is retained for 1 year from the end of the calendar year the customer last purchased from the online store.

## **Right to appeal**

The interested party has the right to file a complaint with the supervisory authorities if he considers that his rights have been violated in light of the Data Protection Regulation: then contact his State Office for Consumer Protection.

## **TERMS OF SERVICE**

Zurdo Group S.R.L. owns and operates the interactive multimedia communications websites, [www.wachaoplus.com](http://www.wachaoplus.com), and certain co-branded versions of these sites under contract with other third parties (collectively "WachaoPlus").

You may only use WachaoPlus pursuant to the WachaoPlus Terms of Service (this "Agreement"), which you accept by your use of WachaoPlus.

We reserve the right to change or add to these general terms and conditions at any time. If the changes are significant, they will be announced on [www.wachaoplus.com](http://www.wachaoplus.com). You are legally bound by such modifications or revisions, and therefore you should regularly review the most current version of these terms. Your continued use of WachaoPlus following Wachao's posting of any changes or modification to these Terms of Service will constitute your acceptance of such changes or modifications. In the event that you do not agree to any changes or modifications of this Agreement, you should not continue to use WachaoPlus.

### **Description of Service**

WachaoPlus provides access to various publishing and communication tools which can be used to publish, display, perform, transmit or otherwise distribute (hereinafter "Post") information or content provided by a user, including, without limitation, messages, photographs, audio files, video files, and live streaming video (hereinafter "Content") on the Internet. WachaoPlus includes the services provided by the WachaoPlus social networking website [[www.WachaoPlus.com](http://www.WachaoPlus.com)]

### **Charges**



Use of the WachaoPlus website / platform is free, but certain services, including, without limitation, PayPerView and Video on Demand based services are available on a and require a fee in accordance with the Fee Schedule associated with that Service. You agree that WachaoPlus may charge to your credit card or other payment mechanism selected by you and approved by WachaoPlus (“Your Account”) all amounts due and owing for the Services, if any, including Setup Fees, Transaction Fees, or any other fee or charge associated with your use of the Services. WachaoPlus may change prices at any time without prior notice. You agree that in the event WachaoPlus is unable to collect the fees owed to WachaoPlus for the Services through your Account, WachaoPlus may take any other steps it deems necessary to collect such fees from you and that you will be responsible for all costs and expenses incurred by WachaoPlus in connection with such collection activity, including collection fees, court costs and attorneys’ fees. You further agree that WachaoPlus may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

### **Membership Eligibility**

Certain features of WachaoPlus are only available to Members who have completed a membership application and registered a valid user name and password. Membership is available to anyone 18 years of age or older. You must be at least 18 years of age (or the minimum age of majority in your country), and able to form legally binding contracts if you wish to register for the PayPerView.

Your membership is solely for your personal use and is not transferable. You shall not authorize others to use your user name. WachaoPlus reserves the right to cancel any Member account and user name at any time, for any reason, in its sole discretion.

### **User Name and Password**

You must have a valid email address in order to register for a user name and password on WachaoPlus. When registering your user name and password, you may not (1) select or use a user name of another person with the intention of impersonating that person, (2) use the user name of anyone else without authorization, (3) use a user name in violation of the intellectual property rights of any person or entity, or (4) use a user name that WachaoPlus considers in its sole discretion as being inappropriate.

You are solely responsible for the use and maintenance of your user name and password. You may change your password at any time (by going to the WachaoPlus website home page and clicking on “Edit Profile”). You agree to notify WachaoPlus of any unauthorized use of your account or any other breach of security, and to ensure that you exit from your account at the end of each session.

### **Inactive Status**

You must use your user name on a regular basis by logging into WachaoPlus in order to keep your user name and membership active. WachaoPlus may, without notification, cancel your membership and user name and delete the Content Posted by any Member who has not used such user name for a period of ninety (90) days. If your user name is cancelled, you will need to re-register for a membership and obtain a new user name to gain access to any registration based service of WachaoPlus

We are regularly reviewing the channels from WachaoPlus and the channels that are labeled as Live but they are not streaming or the channels on which the stream does not connect will be removed from the "Live Now" list and marked as Unlisted.

### **Proprietary Rights in Content Created by WachaoPlus**

WachaoPlus owns and retains all proprietary rights in WachaoPlus. The compilation of all Content on WachaoPlus is the exclusive property of WachaoPlus (or its partners or Licensors). Except as otherwise provided in "User Content" below, all Content, including but not limited to text, software, music, sound, photographs, video, graphics, Java script code, and HTML code, presented to you on or through WachaoPlus by WachaoPlus or Wachao's affiliates and advertisers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You are only permitted to use this Content as expressly authorized by WachaoPlus, its affiliate or the advertiser. You may not copy, reproduce, distribute, or create derivative works from this Content without the express written permission from WachaoPlus, its affiliate or the advertiser. Content on WachaoPlus is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. WachaoPlus reserves all rights not expressly granted in and to the WachaoPlus and the Content.

### **No Malicious Use**

You shall not use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the websites, Services, or any network or networks connected to the Services or security systems.

### **WachaoPlus's Rights in User Content**

By Posting Content to WachaoPlus, you warrant and represent that you own the rights to that Content or are otherwise authorized to Post, display, perform, transmit, or otherwise distribute and sublicense that Content. If you are a WachaoPlus PayPerView or Subscription Service Host, you also warrant and represent that you have the right to exploit that content. You or the owner of the Content retain ownership of all right, title, and interest in Content that you Post, display, perform, transmit, or otherwise distribute on WachaoPlus. However, you grant WachaoPlus a license to use and distribute the

Content you Post on WachaoPlus until a commercially reasonable time after you have deleted the Content. More specifically, by Posting, downloading, displaying, performing, transmitting, or otherwise distributing Content on WachaoPlus, you are granting WachaoPlus, its, affiliates, and their subsidiaries, assigns, employees, agents and licensees worldwide, royalty-free, sub licensable and transferable right to reproduce, display, distribute, adapt, prepare derivative works of, promote and perform that Content in any medium and through any media channel in connection with WachaoPlus business as well as the right to use throughout the universe your professional name, likenesses, other identifications, and biographical material concerning you which you have Posted to WachaoPlus, in connection with the advertising and promotion of WachaoPlus. This includes, without limitation, the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Content, and to publish, disclose and use your name in connection with your Content. You will not be compensated by WachaoPlus for any Content which you Post or for the use of your name or likeness used in accordance with the above. The above licenses granted by you terminate within a commercially reasonable time after you have deleted the Content.

### **Restrictions on Posting Content**

You are solely responsible for all Content Posted by you and all Content Posted under your user name, including, without limitation, photographs, audio files, video files, and live streaming video, as well as any communication with other members via the WachaoPlus instant message service and WachaoPlus internal email service. You may use WachaoPlus for lawful purposes only. You may not Post or transmit, whether publicly or privately, any material that (a) is false, misleading, deceptive, deceitful, or constitutes “bait and switch”;(b) employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of the Content Posted; (c) contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful programs; (d) harasses, threatens, or abuses another person; (e) is libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable; (f) violates any applicable law restricting the export or import of data, software, or any other content, or encourages conduct that would constitute a criminal offense; (g) gives rise to civil liability; (h) advertises or otherwise solicits funds or is a solicitation for goods or services, other than that which is incidental to your use of the PayPerView service; (i) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law; or (j) otherwise violates any applicable local, state, national or foreign law or regulation.



## **Prohibited Uses**

WachaoPlus imposes certain restrictions on your permissible use of WachaoPlus. You are prohibited from violating or attempting to violate any security feature of WachaoPlus, including, without limitation, (a) accessing Content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of WachaoPlus or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing;” (d) using WachaoPlus to send unsolicited email, including, without limitation, promotions, or advertisements for products or services; (e) forging the TCP/IP packet header or any part of the header information in any email or in any Posting using WachaoPlus; or (f) attempting to modify, reverse engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by WachaoPlus in providing WachaoPlus. Any violation of system or network security may subject you to civil and/or criminal liability. You also may not use WachaoPlus to stalk or harass anyone, Post irrelevant Content or repeatedly Post the same or similar Content.

## **Compliance with Intellectual Property Laws**

When using WachaoPlus, you agree to obey the law and to respect the intellectual property rights of others. Your use of WachaoPlus is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content in violation of any third party’s copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any infringement of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your user name. The burden of proving that any Content does not violate any laws or third party rights rests solely with you.

## **Alleged Violations**

WachaoPlus reserves the right to terminate your use of WachaoPlus at any time with or without cause and with or without notice to you. To ensure that WachaoPlus provides a high quality experience for you and for other users of WachaoPlus, you agree that WachaoPlus may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of WachaoPlus. WachaoPlus does not intend to disclose the existence



or occurrence of such an investigation unless required by law, but WachaoPlus reserves the right to terminate your account or your access to WachaoPlus and to delete all Content Posted therein, with or without notice to you, and without liability to you, if WachaoPlus believes that you have violated any of the Terms of Service, furnished WachaoPlus with false or misleading information, or interfered with use of WachaoPlus.

### **Reporting Certain Abuse to Law Enforcement (USA/CAN)**

The WachaoPlus service is intended for use by a general audience including children as young as 14 years of age. Sexually explicit Content is strictly prohibited on WachaoPlus. The traffic data and personal information of WachaoPlus Members who Post sexually explicit material may be reported to law enforcement authorities for prosecution under applicable criminal laws.

WachaoPlus fully complies with the Congressional mandate of 42 U.S.C. § 13032, which requires us to report to the [National Center for Missing and Exploited Children](#), the facts and circumstances relating to sexually explicit Content and other criminal offenses involving children under the age of 18 which appears on WachaoPlus. This includes, but is not limited to, the Posting of sexually explicit material, (including without limitation, photos, videos, and live Webcasts) depicting children under the age of 18.

Other types of abuse and violations of our Terms of Service that may compromise the safety of our members, and which do not fall within the Congressional mandate of 42 U.S.C. § 13032 may be reported to local, national, or international law enforcement agencies in cooperation with the [Virtual Global Taskforce](#).

### **No Duty to Monitor Content**

WachaoPlus, in its sole discretion shall have the right (but not the duty) to monitor the Content Posted on WachaoPlus including, without limitation, the Content of any communication that occurs on or through the WachaoPlus instant message service and the WachaoPlus internal email service. WachaoPlus reserves the right to remove Content that, in its sole judgment, does not meet its standards or does not comply with this Agreement, **or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others, but WachaoPlus is not responsible for any failure or delay in removing such Content.**

### **Parental Control Protections**

WachaoPlus is concerned about the safety and privacy of all WachaoPlus users, especially children. However, it is important to keep in mind that WachaoPlus is intended for broad general use and users may find that some Content available on WachaoPlus is offensive, indecent or objectionable. WachaoPlus cannot be held responsible for any

Content Posted by WachaoPlus users which may be offensive, indecent or objectionable. While WachaoPlus has established rules keeping children under the age of 14 from becoming a member of WachaoPlus, it is easy for children to lie about their age and thus gain access to Content which may be inappropriate and unintended for them. It is up to parents to properly supervise their children's on-line activities. Certain parental control protections are commercially available which can assist parents in supervising their children's on-line activities such as computer hardware, software, and filtering services which can be used to lock a child's access to on-line services such as WachaoPlus. You can find tools that will assist you in supervising your children's on-line activities by clicking [here](#).

### **Copyright Infringement**

WachaoPlus has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on WachaoPlus. WachaoPlus has adopted a policy that provides for the immediate suspension and/or termination of any WachaoPlus user who is found to have infringed on the rights of WachaoPlus, or of a third party, or otherwise violated any intellectual property laws or regulations. WachaoPlus's policy is to investigate any allegations brought to its attention. If you have any evidence, know, or have a good-faith belief that your rights have been violated and you want WachaoPlus to delete, edit, or disable the material in question, you must provide us with the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material such as the URL or other specific location; (d) information reasonably sufficient to permit us to contact you, such as an address, telephone number, or e-mail address; (e) a statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to WachaoPlus's designated Agent for Notice of Claimed Infringement. WachaoPlus's agent designated to receive notice of claims of copyright or other intellectual property infringement can be contacted as follows:

If you have been notified by WachaoPlus that your Content has been removed (or access to it was disabled) in response to a notification of infringement, and you believe that your Content is not infringing, or that you are using the Content in a manner authorized by the copyright owner, the copyright owner's agent, or pursuant to the law, you may send a counter-notice containing the following information to the Copyright Agent: (a) your

physical or electronic signature; (b) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; (c) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and (d) your name, address, telephone number, and e-mail address. If a counter-notice is received by the Copyright Agent, WachaoPlus may send a copy of the counter-notice to the original complaining party informing that person that WachaoPlus may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against WachaoPlus, the WachaoPlus Member or user, the removed content may be replaced, or access to it restored, within a commercially reasonable time.

### **Other Businesses and Links to Other Sites**

Our websites may provide links to the websites of third-party merchants, affiliated companies, co-brand partners and other parties. These links are provided solely as a convenience to you, and do not constitute an endorsement by WachaoPlus of the content of such third-party sites nor of the business practices of such other businesses, entities or individuals. WachaoPlus is not responsible for examining or evaluating, and does not warrant or claim responsibility for in any way, the products, services, offerings or business practices of any of these businesses, entities or individuals or the content of their websites. You should carefully review their privacy statements and other conditions of use.

WachaoPlus has no control over the business practices of any third-party merchant or seller, nor does it control in any way the quality, safety or legality of any Content listed for sale on WachaoPlus or any business transaction that occurs as a result of Content listed for sale on WachaoPlus.

IN THE EVENT OF A DISPUTE BETWEEN YOU AND A PAYPERVIEW HOST OR OTHER MERCHANT LISTED ON WachaoPlus, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE WachaoPlus, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LEGAL REPRESENTATIVES FROM AND AGAINST CLAIMS AND DAMAGES OF ANY KIND, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH A DISPUTE.