

SECTION 1: INTRODUCTION AND DEFINITIONS

1.1. Purpose and Scope

These Terms and Conditions (the “Terms”) govern access to and use of the software, mobile applications, and related services operated by **Zurura Kids SpA**, a company incorporated under the laws of the Republic of Chile, with operations in Latin America and East Africa.

By accessing or using the platform and its services (collectively, the “Services”), Users agree to be bound by these Terms, the Privacy Policy, and any supplemental agreements expressly incorporated herein.

The Services are designed to assist early learning institutions in managing administrative tasks, communications, and tuition payments through a secure and user-friendly digital environment.

These Terms apply to all Users globally, including Providers, Guardians, and Authorized Users, unless otherwise required by mandatory local law.

1.2. Acceptance of Terms

By clicking “**Accept**,” “**Agree**,” “**Continue**,” or by otherwise accessing or using the Services, you signify your **acceptance of these Terms** and **consent to all applicable policies**, including any future amendments duly communicated by Zurura Kids.

Your continued use of the Services after publication of an updated version constitutes your acceptance of the revised Terms.

If you do not agree, you must immediately discontinue use of the Services.

By accepting these Terms, you represent and warrant that:

1. You are at least 18 years old or have reached the age of majority under your local law;
2. You have the legal authority to enter into these Terms on behalf of yourself or the organization you represent; and
3. Your use of the Services will comply with all applicable laws, regulations, and institutional policies.

Zurura Kids reserves the right to update or modify these Terms from time to time. Any substantial change will be communicated through the platform or by email to your registered address.

1.3. Definitions

Unless otherwise stated or the context requires a different interpretation, the following terms shall have the meanings set out below.

Singular includes plural and vice versa.

- **“Zurura Kids” or “the Company”** means Zurura Kids SpA and its affiliates, successors, and assigns.
- **“Services”** means all digital products, applications, and web-based functionalities provided by Zurura Kids, including communication, attendance tracking, reporting, and payment management tools.
- **“Platform”** means the cloud-based environment and interface through which Users access the Services.
- **“Provider”** refers to any early childhood education center, preschool, kindergarten, or similar institution that subscribes to the Services.
- **“Guardian”** means a parent or legal guardian of a child enrolled with a Provider, who accesses the Platform to view information related to their child.
- **“Authorized User”** means any individual authorized by a Provider to use the Services, such as teachers, administrators, or staff.
- **“User”** collectively refers to all Providers, Guardians, and Authorized Users.
- **“Account”** means a unique login profile that enables access to the Platform.
- **“Payment Processor”** means any third-party financial service provider integrated into the Platform to process electronic transactions.
- **“Content”** means all data, documents, messages, images, and other materials uploaded, transmitted, or stored through the Services.
- **“Personal Data”** means any information relating to an identified or identifiable individual, as defined by applicable data protection laws.
- **“Applicable Law”** means all national and international laws, regulations, and directives that govern the use of the Services, including Chilean law, the Kenya Data Protection Act (2019), and the EU General Data Protection Regulation (GDPR) where applicable.
- **“Privacy Policy”** means the document issued by Zurura Kids describing how Personal Data is collected, used, and safeguarded.
- **“Tuition and Payment Program”** means the optional functionality within the Services that allows Providers to collect and record tuition or related payments from Guardians.

- **“Confidential Information”** means any non-public, proprietary, or sensitive information disclosed by either party in connection with the Services.
- **“Business Day”** means any day other than Saturday, Sunday, or a public holiday in Chile.

1.4. Relationship with Other Agreements

These Terms form a legally binding agreement between you and Zurura Kids. In the event of any inconsistency between these Terms and any other written agreement executed with Zurura Kids, the following order of precedence shall apply:

1. A specifically negotiated and executed written contract;
2. These Terms and Conditions;
3. The Privacy Policy; and
4. Any other supplementary documentation or guidelines published by Zurura Kids.

1.5. Language and Interpretation

These Terms are drafted in **English**, which shall prevail in case of conflict with any translation.

Section titles are for convenience only and do not affect interpretation.

References to “you” include your institution, employees, and agents, as applicable.

SECTION 2: WHO CAN USE THE SERVICES

2.1. Eligibility

The Services are intended for use by **registered educational institutions**, their authorized personnel, and the parents or legal guardians of enrolled children.

Access is restricted to individuals and organizations that meet the following eligibility criteria:

1. The User is at least eighteen (18) years of age or the age of legal majority in their jurisdiction;
2. The User has full legal capacity to enter into binding agreements;
3. If acting on behalf of an organization, the User is duly authorized to bind that entity to these Terms; and
4. The User’s access does not violate any applicable law, regulation, or institutional policy.

Zurura Kids may require verification of identity or institutional credentials prior to granting or continuing access to the Services.

Failure to provide accurate or complete information may result in suspension or termination of the User's account.

2.2. Categories of Users

To ensure proper access control and role-based functionality, Users of the Services fall within one of the following categories:

1. **Providers:** Early childhood education institutions, nurseries, kindergartens, or similar entities that use the Services to manage operations, staff, and communications.
 - Providers are the primary account holders and are responsible for administering access, setting permissions, and managing Authorized Users under their account.
 - Providers assume full responsibility for all data entered into the Platform and for compliance with relevant educational and privacy laws.
2. **Authorized Users:** Individuals designated by a Provider to access or manage the Services (e.g., teachers, administrative staff, or coordinators).
 - Authorized Users may only use the Services for tasks directly related to their professional duties within the Provider institution.
 - Sharing of login credentials between individuals is strictly prohibited.
3. **Guardians:** Parents or legal guardians of children enrolled with a Provider.
 - Guardians receive limited access to specific portions of the Platform, such as attendance updates, reports, announcements, and billing.
 - Guardians are prohibited from using information obtained through the Platform for any commercial or public purpose.

Each User category has distinct permissions and access levels determined by the Provider's account configuration and applicable subscription plan.

2.3. Account Registration

To access the Services, Users must create an account through the registration process on the Platform.

When registering, you agree to:

- Provide complete, accurate, and up-to-date information;
- Maintain the confidentiality of your credentials; and

- Immediately notify Zurura Kids if you suspect unauthorized use or security compromise.

Accounts are personal and non-transferable.

Zurura Kids reserves the right to suspend or terminate accounts created with false information or used for unlawful purposes.

2.4. Institutional Access

Institutions that subscribe to the Services must ensure that their Authorized Users are properly trained and bound by confidentiality obligations.

Zurura Kids shall not be liable for any misuse of data or Services resulting from a Provider's failure to manage internal permissions or access controls.

2.5. Accuracy of Information

Users represent that all information provided during account creation and continued use of the Services is true, complete, and accurate.

Zurura Kids may, at its discretion, request documentary evidence to verify such information.

If any information changes (such as name, email address, or institutional details), Users must promptly update their profile within the Platform.

Zurura Kids shall not be responsible for communication failures or data errors arising from outdated or incorrect account information.

2.6. Access Restrictions

Zurura Kids reserves the right to restrict or deny access to the Services to any individual or entity that: Violates these Terms or applicable law; Attempts to gain unauthorized access to systems or data; Engages in fraudulent, abusive, or harmful activity; or Operates in a jurisdiction where the Services are prohibited by law or regulation.

Access to certain features may vary by region due to local compliance requirements, connectivity limitations, or payment integration constraints.

SECTION 3: WHAT ARE MY RIGHTS IN USING THE SERVICES

3.1. Limited License

Upon acceptance of these Terms, Zurura Kids grants each User a **limited, non-exclusive, non-transferable, revocable license** to access and use the Services solely for lawful educational and administrative purposes in accordance with these Terms.

This license allows Users to:

1. Access the Platform for legitimate institutional, instructional, or parental purposes;
2. Upload, view, and download authorized materials and reports; and
3. Use the communication and payment features within the scope of the Services.

This license does **not** grant any ownership rights or any right to:

- Reproduce or redistribute the Platform or its components;
- Modify, adapt, reverse-engineer, or attempt to extract source code;
- Use the Services to build or support a competing product; or
- Exploit the Services for commercial resale, data mining, or advertising.

Zurura Kids reserves all rights not expressly granted to the User.

3.2. Intellectual Property Ownership

All elements of the Platform and Services, including the user interface, software code, database structure, visual design, logos, trademarks, service marks, and any related documentation, remain the **exclusive property of Zurura Kids SpA** or its licensors.

The Platform and its contents are protected under **Chilean law**, applicable international treaties, and global intellectual property conventions.

Users may not remove, obscure, or alter any copyright, trademark, or proprietary notices contained in or accompanying the Services.

3.3. Access to the Platform

Users are granted access to the Platform on a **subscription or authorization basis**, depending on their role (Provider, Authorized User, or Guardian).

Zurura Kids may temporarily suspend access:

- For maintenance or updates;
- In response to security threats; or

- In the event of violation of these Terms or misuse of the Services.

Access to the Services is provided “as available,” and Zurura Kids does not guarantee uninterrupted or error-free operation.

3.4. Ownership of User Data and Institutional Records

While Zurura Kids retains ownership of the Platform and its technology, all data uploaded by Providers and their Authorized Users, including student records, attendance logs, communications, and reports, remains the **property of the Provider**.

Zurura Kids acts solely as a data processor and will only handle such data as necessary to provide the Services or as required by law.

Guardians retain ownership of personal information or media they provide through their accounts.

However, Providers remain responsible for ensuring that all data shared through the Platform complies with applicable data protection and parental consent requirements.

3.6. Right to Modify, Suspend, or Terminate Access

Zurura Kids reserves the right, at its sole discretion, to modify, suspend, or terminate access to the Services or any part thereof if:

- Continued access would violate applicable laws or regulations;
- System integrity or data security could be compromised; or
- Necessary for operational or technical reasons.

In such cases, Zurura Kids will make reasonable efforts to notify Users in advance unless immediate suspension is necessary to prevent harm.

3.7. Reservation of Rights

Nothing in these Terms shall be construed as granting Users any proprietary interest, right, or title to:

- Zurura Kids’ trademarks or other intellectual property;
- Any third-party content integrated within the Services; or
- The data architecture, infrastructure, or underlying algorithms of the Platform.

Zurura Kids retains all rights not explicitly granted under these Terms, including the right to update, enhance, or discontinue the Services at any time.

SECTION 4: WHAT ARE MY RESPONSIBILITIES WHEN USING THE SERVICES

4.1. General Obligations

All Users agree to use the Services only for lawful, legitimate, and educational purposes consistent with these Terms and all applicable laws.

You must ensure that your actions, communications, and uploaded content are appropriate for a professional and family-oriented environment.

By using the Services, you agree to:

1. Maintain accurate and updated information within your account;
2. Protect login credentials and prevent unauthorized access;
3. Use the Services in good faith, respecting the rights and privacy of others; and
4. Comply with all institutional policies, educational regulations, and data protection laws relevant to your jurisdiction.

You are solely responsible for all activity conducted under your account and for ensuring that your use of the Platform does not infringe upon any third-party rights or legal obligations.

4.2. Responsible Use of Accounts

Each account is personal and must be used exclusively by the individual or institution to whom it was issued.

You may not:

- Share, sell, or transfer access credentials;
- Use another person's account without authorization; or
- Permit unauthorized third parties to use your account for any purpose.

You agree to immediately notify Zurura Kids if you suspect any unauthorized access, account compromise, or misuse at hello@zururakids.com.

4.3. Prohibited Conduct

Users are strictly prohibited from engaging in any of the following actions while using the Services:

1. **Illegal or fraudulent activity:** including identity theft, data falsification, or unauthorized access to systems.
2. **Infringement of intellectual property:** uploading or distributing materials that violate copyrights, trademarks, or proprietary rights.
3. **Offensive or harmful behavior:** posting or transmitting content that is defamatory, harassing, obscene, discriminatory, or otherwise inappropriate.
4. **Data misuse:** collecting, copying, or sharing personal data of others without explicit authorization or consent.
5. **Disruption or interference:** introducing malware, bots, or automated scripts intended to damage or manipulate the Services.
6. **Reverse engineering:** attempting to derive source code or system logic from any part of the Platform.
7. **Commercial exploitation:** reselling, sublicensing, or using the Services for advertising or unrelated commercial purposes.
8. **Impersonation:** falsely representing yourself as another person or entity.
9. **Circumvention of security controls:** attempting to bypass authentication or access restrictions.
10. **Misrepresentation:** submitting false or misleading information regarding identity, affiliation, or purpose of use.

Violation of these prohibitions may result in immediate suspension or termination of your account, and may expose you to civil or criminal liability under applicable law.

4.4. Responsibilities of Providers

Providers bear full responsibility for:

- The activities of all Authorized Users operating under their account;
- Ensuring that all information entered into the Platform is accurate and lawfully obtained;
- Obtaining all required parental or guardian consents before uploading or sharing student data; and
- Maintaining confidentiality and data security within their institution.

Providers must promptly revoke or modify account access for any staff member who leaves the institution or no longer requires access to the Services.

Zurura Kids shall not be liable for data breaches or misuse resulting from a Provider's internal management failures or lack of access control.

4.5. Responsibilities of Guardians

Guardians are granted access to view and manage information related to their own children only.

They must not:

- Access or attempt to access data belonging to other students or families;
- Share screenshots, reports, or private communications outside the intended educational context; or
- Modify or falsify information provided by the Provider.

Guardians acknowledge that the accuracy of student-related information is the responsibility of the Provider, not Zurura Kids.

4.6. Compliance with Laws and Policies

Users must comply with all applicable laws governing the use of digital platforms, education management, privacy, and online communications.

This includes, but is not limited to:

- The Chilean Law No. 19.628 on Data Protection;
- The Kenya Data Protection Act (2019);
- The European Union General Data Protection Regulation (GDPR) where applicable; and
- Any relevant child protection and consumer laws in their jurisdiction.

Zurura Kids reserves the right to restrict or terminate access to the Services if continued use would violate applicable laws or expose the Company to regulatory risk.

4.7. Responsibility for Equipment and Connectivity

Users are responsible for ensuring that they have compatible devices, updated software, and reliable internet connections to access the Services.

Zurura Kids is not responsible for hardware malfunctions, software incompatibilities, or connectivity issues affecting the performance of the Platform.

4.8. Reporting Misuse

If you observe or suspect any violation of these Terms, data misuse, or illegal activity occurring on the Platform, you are encouraged to report it to **hello@zururakids.com**. Zurura Kids will review all reports in good faith and may take action at its discretion, including investigation, suspension of accounts, or referral to relevant authorities.

SECTION 5: HOW DOES ZURURA KIDS HANDLE PRIVACY AND DATA PROTECTION

5.1. Commitment to Privacy

Zurura Kids values the trust placed by its Users and is committed to protecting all Personal Data handled through the Platform.

We process information in compliance with the highest international standards, including the **EU General Data Protection Regulation (GDPR)**, the **Kenya Data Protection Act (2019)**, and **Chilean Law No. 19.628 on the Protection of Private Life**.

Zurura Kids operates as both a **Data Controller** (for information it collects directly, such as user accounts) and a **Data Processor** (for information managed by educational institutions).

All processing activities are limited to what is necessary to operate, maintain, and improve the Services.

5.2. Categories of Data Collected

Depending on your role and interaction with the Platform, Zurura Kids may process the following categories of data:

- **Account Information:** name, email, phone number, role, and authentication credentials.
- **Institutional Data:** student records, attendance, communications, and uploaded documents, entered by Providers or Authorized Users.
- **Financial Data:** limited billing and transaction information managed through third-party Payment Processors.
- **Technical Data:** IP address, device identifiers, and activity logs collected automatically for performance and security monitoring.

Zurura Kids does not intentionally collect sensitive personal data unless required for legitimate educational purposes and with appropriate consent.

5.3. Legal Basis for Processing

We process Personal Data under one or more of the following legal bases:

1. **Performance of Contract:** to provide and manage the Services as agreed with the User or Provider.
2. **Legitimate Interests:** to improve functionality, ensure security, and prevent misuse.
3. **Legal Obligations:** to comply with applicable financial, regulatory, or child protection laws.
4. **Consent:** when processing optional or sensitive information, such as student photos or communications.

Users have the right to withdraw consent at any time, without affecting prior lawful processing.

5.4. Data Use and Retention

Zurura Kids uses collected data exclusively to:

- Operate and maintain the Services;
- Support Providers in administrative and educational functions;
- Monitor platform integrity and improve performance; and
- Comply with legal, accounting, and security requirements.

Data is retained only for as long as necessary to fulfill these purposes or as required by Applicable Law.

After termination of an account, data may be archived for up to **ninety (90) days** before being permanently deleted or anonymized, unless longer retention is required for legal compliance.

5.5. Data Storage and Security

Zurura Kids implements industry-standard security measures to protect Personal Data, including:

- Encryption of data in transit and at rest;
- Multi-factor authentication for administrative access;
- Regular security audits and penetration testing; and
- Confidentiality agreements with all employees and service providers.

Despite these efforts, no online service can guarantee absolute security.

By using the Services, Users acknowledge that data transmission always carries some level of risk.

5.6. Data Sharing and Subprocessors

Zurura Kids may share limited data with third-party service providers (“Subprocessors”) strictly to support the operation of the Services.

These may include hosting providers, analytics services, or payment partners.

All Subprocessors are bound by written agreements that ensure confidentiality, compliance, and security standards equivalent to those of Zurura Kids.

Zurura Kids does **not sell or trade** Personal Data under any circumstance.

5.7. Cross-Border Data Transfers

Because Zurura Kids operates across multiple regions, data may be stored or processed in Chile, Kenya, or other jurisdictions.

When data is transferred across borders, Zurura Kids ensures that appropriate safeguards are in place, such as **Standard Contractual Clauses (SCCs)** or equivalent mechanisms ensuring adequate protection under international law.

5.8. User Rights

In accordance with Applicable Law, Users may exercise the following rights regarding their Personal Data:

1. Access – to obtain confirmation and a copy of their data;
2. Rectification – to correct inaccurate or incomplete information;
3. Erasure – to request deletion where legally permitted;
4. Restriction – to limit processing under certain conditions;
5. Portability – to receive data in a structured format; and
6. Objection – to object to processing based on legitimate interests.

Requests can be submitted via **hello@zururakids.com**.

Zurura Kids will respond within the legally established timeframe, generally within **30 days**.

5.9. Children’s Data

Zurura Kids’ Services are intended for use by educational institutions and parents, not directly by children.

Providers are responsible for ensuring that all necessary parental or guardian consents are obtained before uploading any child-related data.

If Zurura Kids becomes aware that data has been collected from a child without authorization, it will be deleted promptly.

5.10. Data Breach Notification

In the event of a Personal Data breach, Zurura Kids will:

- Notify affected Providers and Users without undue delay;
- Report to the relevant data protection authority where required by law; and
- Take immediate remedial actions to minimize potential harm.

Zurura Kids maintains an internal **Incident Response Plan** consistent with GDPR and other international best practices.

SECTION 6: WHO OWNS THE CONTENT I UPLOAD OR ACCESS

6.1. Ownership of User Content

All data, materials, communications, or files uploaded, shared, or transmitted through the Services (“User Content”) remain the **exclusive property of the User or the Provider** that supplied them.

Zurura Kids does not claim ownership over any educational materials, student information, communications, or other content entered by Users. Each Provider maintains full ownership and responsibility for the accuracy, legality, and appropriate handling of the data they upload to the Platform.

By using the Services, Users represent that they have obtained all necessary rights, permissions, and consents to upload and share such content.

6.2. License Granted to Zurura Kids

To operate the Services effectively, Users grant Zurura Kids a **limited, worldwide, royalty-free, and revocable license** to:

- Host, process, and store User Content within secure environments;
- Transmit, display, and reproduce User Content within the Platform solely for operational purposes; and

- Use anonymized or aggregated forms of data to improve functionality, analytics, and performance.

This license does **not** transfer ownership to Zurura Kids and exists solely for the period necessary to provide the Services or as required by law.

Zurura Kids will never sell, publicly distribute, or commercialize User Content.

6.3. Rights and Responsibilities of Providers

Providers are considered the **data controllers** of all content uploaded about students, staff, or families.

They are responsible for ensuring:

- All necessary parental consents are obtained before uploading child-related information;
- User Content complies with privacy and intellectual property laws; and
- Uploaded materials do not infringe on third-party rights.

Zurura Kids acts as a **data processor** on behalf of Providers, following their lawful instructions and safeguarding all processed data.

6.4. Institutional and Collaborative Content

In cases where multiple Users contribute to shared spaces (e.g., class updates, reports, or photos), ownership is attributed collectively to the relevant Provider and its Authorized Users.

Providers are responsible for establishing their own internal policies regarding retention and access to institutional records.

6.5. Use of Anonymized and Aggregated Data

Zurura Kids may generate and use **anonymized and aggregated data** derived from platform activity for:

- Statistical analysis and service optimization;
- Measuring adoption and impact metrics;
- Market research or trend identification; and
- Compliance, auditing, and reporting obligations.

This data does not identify any individual or institution and is excluded from privacy-related deletion or portability requests.

6.6. Removal and Deletion of Content

Users may delete or request deletion of specific content from the Platform at any time, subject to:

1. The Provider's internal retention policies;
2. Applicable legal or regulatory requirements; and
3. Zurura Kids' operational data backup cycles (normally not exceeding ninety [90] days).

6.7. Feedback and Suggestions

Users may voluntarily provide ideas, feature requests, or improvement suggestions ("Feedback").

By submitting Feedback, you grant Zurura Kids a **perpetual, worldwide, royalty-free license** to use and incorporate such input into current or future products without compensation or obligation.

Feedback shall not be considered Confidential Information, and Zurura Kids is not obligated to maintain or implement any suggested change.

6.8. Limitation of Use

Users may not:

- Copy or reproduce other Users' content without authorization;
- Publish or distribute platform materials outside the permitted educational context;
- Upload content that is illegal, defamatory, or infringes intellectual property rights; or
- Use the Platform to store or transmit sensitive information unrelated to legitimate educational purposes.

Zurura Kids reserves the right to restrict or terminate access for any violation of these restrictions.

SECTION 7: WHO IS RESPONSIBLE FOR WHAT HAPPENS ON THE PLATFORM

7.1. Allocation of Responsibility

The Platform facilitates communication, recordkeeping, and operational management for educational institutions.

While Zurura Kids provides the technological infrastructure, each User remains responsible for their actions, data, and communications within the Services.

Accordingly:

- **Providers** are responsible for the accuracy, legality, and proper use of all information uploaded about students, staff, and Guardians.
- **Authorized Users** are responsible for professional and lawful conduct within their institution's account.
- **Guardians** are responsible for how they access and use information related to their own children.
- **Zurura Kids** is responsible only for maintaining the functionality, security, and lawful operation of the Platform.

Zurura Kids does not supervise or moderate educational decisions, content accuracy, or interpersonal communications occurring through the Platform.

7.2. Provider Responsibilities

Providers are independent controllers of the data and content they introduce into the Platform.

They must:

1. Ensure that all uploaded information complies with educational and privacy regulations;
2. Obtain necessary parental or guardian consent before sharing any child-related data or images;
3. Manage access credentials for their Authorized Users and revoke access when no longer needed;
4. Implement reasonable internal safeguards to prevent unauthorized use of the Services; and
5. Maintain internal procedures for responding to data access or correction requests.

Zurura Kids shall not be held liable for a Provider's failure to meet these obligations or for any dispute between Providers and their staff or Guardians.

7.3. Authorized User Responsibilities

Authorized Users, including teachers, administrators, and institutional staff, must:

- Use the Services only for legitimate educational or administrative tasks assigned by their Provider;
- Maintain confidentiality of all student and family information;
- Report any data breach, suspicious activity, or policy violation to the Provider and to **hello@zururakids.com**.

Providers are directly responsible for ensuring that their Authorized Users receive adequate training on data protection and digital conduct.

7.4. Guardian Responsibilities

Guardians may access information about their own children as made available by the Provider.

They must not:

- Share screenshots, messages, or institutional content publicly or online;
- Misuse communication tools for harassment, misinformation, or advertising; or
- Hold Zurura Kids accountable for the educational decisions or data accuracy managed by the Provider.

7.5. Zurura Kids' Role and Limitations

Zurura Kids acts solely as a **software service provider**, not as an educational institution or intermediary in the Provider–Guardian relationship.

Zurura Kids:

- Does not supervise, evaluate, or verify the content uploaded by Users;
- Does not intervene in disputes between Providers, Guardians, or staff;
- Is not responsible for the truthfulness, completeness, or legality of User-provided data; and
- Shall not be liable for outcomes, decisions, or communications made within the educational context.

7.6. Third-Party Content and Links

The Platform may contain integrations or links to third-party tools or content.

Zurura Kids does not endorse, monitor, or assume responsibility for any third-party services, their content, or privacy practices.

Access to such external services is at the User's own risk.

Zurura Kids disclaims all liability for:

- Loss or damage arising from reliance on third-party content;
- Unavailability or discontinuation of third-party integrations; or
- Misuse of personal data shared through external systems not controlled by Zurura Kids.

7.7. Disclaimer on Educational Content

Zurura Kids provides a digital environment to facilitate information exchange but does not validate or certify the educational content, grading, or communications shared through the Platform.

All academic or pedagogical materials remain the exclusive responsibility of the Provider and its staff.

SECTION 8: WILL THE SERVICES EVER CHANGE

8.1. Continuous Development

Zurura Kids is a cloud-based service designed to evolve over time.

The Company continuously improves its functionality, performance, and security to meet technological standards and user needs.

Accordingly, Zurura Kids reserves the right to:

1. Modify the appearance, structure, or user interface of the Platform;
2. Add, enhance, or discontinue specific features or modules;
3. Perform system updates, bug fixes, and performance optimization;
4. Integrate new third-party tools or remove outdated integrations; and
5. Adjust service availability to ensure system stability and legal compliance.

8.2. Updates and Maintenance

Zurura Kids may deploy updates or perform scheduled maintenance to ensure continued service quality.

During these periods, Users may experience temporary limitations or downtime.

Zurura Kids will make reasonable efforts to notify Providers in advance of planned maintenance that may affect access to the Platform.

Unplanned outages, such as those caused by network disruptions or third-party failures, will be resolved as promptly as possible.

Users acknowledge that system maintenance is essential for performance, security, and data protection, and agree that temporary interruptions do not create grounds for liability or compensation.

8.3. Regional and Legal Adaptations

Because Zurura Kids operates in multiple jurisdictions, the Company may adapt certain functionalities to meet regional laws, payment systems, or language requirements.

Such adaptations will not alter the overall nature or core purpose of the Services.

8.4. Third-Party Integrations

Zurura Kids may rely on or integrate with external services (such as cloud hosting, communication APIs, or payment processors).

The continued availability of these integrations depends on third-party terms and technology.

8.5. Service Suspension or Discontinuation

Zurura Kids may suspend or discontinue part or all of the Services if:

- Continuing operation becomes economically or technically unfeasible;
- Required by law, regulation, or government order; or
- Necessary to protect system integrity, data, or Users.

If permanent discontinuation occurs, Zurura Kids will:

- Provide written notice to Providers with at least **thirty (30) days' notice**, when possible;
- Allow Users to export or back up their data before termination; and
- Ensure compliance with applicable data retention and deletion standards.

Zurura Kids will not be liable for compensation or damages resulting from lawful discontinuation of the Services.

8.6. Limitation of Liability for Modifications

Zurura Kids shall not be responsible for any loss, inconvenience, or damage resulting from:

- Temporary unavailability of the Platform;
- Feature modifications or discontinuations; or

- Changes imposed by third-party providers or regulatory requirements.

The User's sole remedy for dissatisfaction with modifications or service interruptions is to discontinue use of the Services.

SECTION 9: DO THE SERVICES COST ANYTHING

9.1. Subscription and Pricing

Access to certain features of the Services may require payment of subscription fees or participation in a specific pricing plan (collectively, "Subscription Plans"). Zurura Kids offers several tiers of access designed to meet the operational needs of different types of Providers.

Each Subscription Plan specifies the included functionalities, permitted number of Users, and billing cycle.

Fees vary depending on the scope of use, region, and applicable currency.

Current pricing information is available directly within the Platform or through written communication from Zurura Kids.

Zurura Kids reserves the right to modify prices or plan structures at any time, subject to reasonable prior notice as outlined in Section 9.7.

9.2. Free or Trial Access

Zurura Kids may offer free or limited trial access for evaluation purposes.

Unless otherwise stated:

- Trials are time-limited and non-renewable;
- Features available during a trial may differ from those in paid plans; and
- Data created during a trial may be deleted if the User does not convert to a paid plan before expiration.

Participation in a trial constitutes acceptance of these Terms in full.

Zurura Kids reserves the right to suspend or cancel free trials at its discretion.

9.3. Billing and Payment Terms

All fees are billed in advance on a recurring basis (monthly, quarterly, or annually) according to the selected plan.

By subscribing, the Provider authorizes Zurura Kids or its authorized Payment Processor to automatically charge the payment method provided.

It is the Provider's responsibility to ensure that valid and up-to-date payment details remain on file.

Invoices will be issued electronically and sent to the email address associated with the Provider's account.

Payment is due upon receipt unless otherwise stated in the invoice.

Failure to pay any amount by the due date may result in:

1. Temporary suspension of access;
2. Accrual of late payment interest at the maximum rate permitted by law; and
3. Termination of the subscription if payment remains outstanding after written notice.

All payments are processed through secure third-party Payment Processors in compliance with financial regulations and data protection laws.

9.4. Currency and Exchange Rates

All prices are denominated in the currency specified during registration, which may vary by country (e.g., Chilean Peso [CLP], Kenyan Shilling [KES], U.S. Dollar [USD]).

If your payment involves currency conversion, applicable exchange rates and bank fees are determined by your payment provider and are not controlled by Zurura Kids.

Zurura Kids is not responsible for currency fluctuations, conversion fees, or international transaction charges.

9.5. Taxes and Withholding Obligations

All fees are exclusive of any applicable taxes, duties, or government charges (including VAT, GST, or withholding taxes).

Providers are solely responsible for the calculation and payment of such taxes under applicable local law.

If Zurura Kids is required by law to withhold or collect taxes on behalf of authorities, the amount invoiced will be increased accordingly to ensure full payment of the net subscription fee.

Zurura Kids may provide electronic tax receipts or invoices in compliance with the laws of Chile, Kenya, or other applicable jurisdictions.

9.6. Refunds and Cancellations

All payments made to Zurura Kids are **non-refundable**, except where required by applicable law or explicitly agreed in writing.

Providers may cancel their subscription at any time by contacting **hello@zururakids.com**. Cancellations take effect at the end of the current billing period; no partial or prorated refunds will be issued for unused time.

If a subscription is terminated for breach of these Terms, the Provider is not entitled to any refund or credit.

Zurura Kids may, at its discretion, issue partial refunds or credits in cases of proven billing error or service malfunction directly attributable to the Company.

9.7. Price Adjustments and Notice

Zurura Kids may revise pricing or introduce new fees to reflect operational costs, currency changes, or market conditions.

In such cases:

- Affected Providers will be notified at least **thirty (30) days** in advance by email or in-app notice;
- New prices will apply from the next billing cycle following the effective date of the change; and
- Continued use of the Services after the adjustment date constitutes acceptance of the new pricing.

Providers who do not agree with revised prices may terminate their subscription before the new rates take effect.

9.8. Discounts and Promotional Offers

Zurura Kids may offer promotional discounts, coupons, or incentives to new or existing customers.

Unless expressly stated otherwise, such offers:

- Are time-limited and may not be combined with other promotions;

Zurura Kids reserves the right to modify or revoke promotional offers at any time without prior notice.

SECTION 10: WHAT HAPPENS IF I STOP USING ZURURA KIDS

10.1. Voluntary Termination

Users may terminate their account or cease using the Services at any time by submitting a written notice to **hello@zururakids.com** or by using the account deactivation option available in the Platform.

Upon termination:

1. All access credentials will be revoked;
2. All active sessions will be closed; and
3. Any unpaid fees accrued up to the termination date remain payable.

Termination becomes effective once confirmed by Zurura Kids in writing.

If you are a Provider, you are responsible for exporting any institutional data you wish to retain before closure, as data may be deleted or archived after the retention period described in Section 10.4.

10.2. Termination by Zurura Kids

Zurura Kids may suspend or terminate your access to the Services, in whole or in part, without liability, under the following circumstances:

- **Violation of Terms:** breach of these Terms or other applicable policies;
- **Non-Payment:** failure to pay any due amount within the agreed timeframe;
- **Security Threat:** suspected unauthorized access, fraud, or misuse of the Services;
- **Legal Obligation:** when required by law, court order, or regulatory authority; or
- **Discontinuation:** if Zurura Kids decides to discontinue part or all of the Services.

10.3. Suspension Instead of Termination

Zurura Kids may temporarily suspend access to the Services instead of terminating the account if:

- There is a payment delay that may be promptly resolved;
- A security investigation or verification is ongoing; or
- A technical issue requires maintenance or review.

Suspension does not relieve Users of payment obligations and may continue until compliance or issue resolution.

Zurura Kids will notify the affected User or Provider when the suspension is lifted or converted to permanent termination.

10.4. Data Retention and Deletion

Following termination of an account, Zurura Kids will retain User Content and Personal Data for a limited period to allow Providers or Guardians to retrieve information.

- **Retention Period:** Up to **ninety (90) days** from the effective termination date.
- **Deletion:** After retention expires, all data will be permanently deleted or anonymized, except where retention is required by law (e.g., accounting or audit obligations).
- **Backup Archives:** Deleted data may remain temporarily in encrypted backup archives for system continuity purposes but is not accessible for operational use.

Zurura Kids shall have no obligation to restore or recover deleted data beyond this retention window.

10.5. No Refund or Compensation

Unless otherwise required by law, termination does not entitle any User to a refund, credit, or compensation for unused subscription time, discontinued services, or lost data.

The only exception applies to verified billing errors or service failures directly attributable to Zurura Kids, in which case a proportional credit may be offered at the Company's discretion.

10.6. Account Reactivation

If an account is terminated for non-payment or inactivity, the Provider may request reactivation within the ninety (90)-day retention period by:

1. Paying all outstanding balances and any reactivation fees; and
2. Providing any information required to verify compliance with these Terms.

Zurura Kids does not guarantee data recovery after permanent deletion and may decline reactivation requests at its discretion.

10.7. Termination by a Provider for Institutional Accounts

For institutional (Provider) accounts, termination requests must be submitted at least **thirty (30) days** before the renewal date of the current subscription.

Upon termination by a Provider:

- All linked Authorized User accounts will be disabled;
- Guardians will lose access to historical records associated with that institution; and
- The Provider remains responsible for payment of any outstanding fees through the effective termination date.

Zurura Kids may provide, upon written request, a final export of institutional data subject to administrative fees.

SECTION 11: WHAT WARRANTIES AND DISCLAIMERS APPLY

11.1. General Nature of the Services

The Services are not infallible and are provided “as is” and “as available.”

By using the Platform, you acknowledge and agree that:

1. Zurura Kids does not guarantee that the Services will meet every specific institutional or personal requirement;
2. The Platform may occasionally experience interruptions, delays, or technical errors; and
3. All use of the Services is at your own risk and discretion.

No advice, recommendation, or communication, whether oral or written, shall create any warranty not expressly stated in these Terms.

11.2. Service Availability and Performance

Zurura Kids employs commercially reasonable efforts to maintain 24/7 availability of the Services, excluding scheduled maintenance or events beyond its control.

Temporary service interruptions may occur due to software updates, security patches, or infrastructure changes.

While Zurura Kids endeavors to minimize downtime, Users acknowledge that occasional disruptions are inherent to internet-based systems.

Zurura Kids shall not be liable for:

- Data loss, corruption, or delay resulting from transmission over public networks;
 - Incompatibility with User devices, browsers, or network conditions; or
 - External factors such as power outages or ISP failures.
-

11.3. Data Accuracy and Reliance

Zurura Kids does not control or verify the content entered by Providers, Guardians, or Authorized Users.

Users acknowledge that reliance on any data, messages, or reports generated by the Platform is at their own risk.

11.4. Security and Data Transmission

Zurura Kids maintains encryption, authentication, and monitoring systems designed to protect Personal Data and platform integrity.

However, Users acknowledge that:

- No online service can be completely secure;
- Transmission of data over the internet involves inherent risks; and
- Zurura Kids cannot guarantee absolute protection against unauthorized access or data loss.

Users are responsible for implementing their own security measures, including strong passwords, restricted access policies, and updated software on their devices.

11.5. Jurisdictional Variations

Certain jurisdictions may not permit the exclusion of specific warranties.

In such cases, the limitations of this Section will apply only to the maximum extent permitted by the applicable law.

Where a mandatory legal warranty exists under local law, its duration shall not exceed **ninety (90) days** from the date of activation of the relevant Services.

SECTION 12: HOW IS LIABILITY LIMITED AND WHO INDEMNIFIES WHOM

12.1. Limitation of Liability

To the fullest extent permitted by Applicable Law, Zurura Kids, its directors, officers, employees, agents, affiliates, and licensors shall **not be liable** for any indirect, incidental, special, consequential, or punitive damages, including but not limited to:

- Loss of profits, revenue, or anticipated savings;
- Loss of data or business opportunities;
- Reputational harm;
- Service interruptions or errors; or
- Costs of substitute goods or services.

This limitation applies even if Zurura Kids was advised of the possibility of such damages.

Zurura Kids' total cumulative liability for all claims arising out of or related to the Services, whether in contract, tort, or otherwise, shall **not exceed the total amount paid by the Provider to Zurura Kids during the six (6) months preceding the event giving rise to the claim.**

If no fees were paid, the maximum liability shall be limited to one hundred U.S. dollars (USD 100) or its equivalent in local currency.

These limitations reflect the allocation of risk between the parties and are fundamental to the pricing and provision of the Services.

12.2. Exclusion of Certain Damages

Zurura Kids is not responsible for damages resulting from:

1. Improper use, configuration, or operation of the Services by the User;
2. Third-party failures, including internet or hosting providers;
3. Unauthorized access or alterations to transmissions or data;
4. Acts or omissions of other Users or institutions;
5. Software or device incompatibility; or
6. Events of force majeure as defined in Section 12.6.

Users acknowledge that the Platform depends on third-party technologies and global internet infrastructure, and therefore, absolute continuity cannot be guaranteed.

12.3. Indemnification by Users

You agree to **indemnify, defend, and hold harmless** Zurura Kids, its affiliates, directors, employees, and contractors from and against any and all claims, damages, liabilities, losses, or expenses (including reasonable attorneys' fees) arising out of or related to:

1. Your breach of these Terms or violation of any Applicable Law;
2. Your misuse of the Services or User Content;
3. Any claim that your data or actions infringe upon the rights of third parties; or
4. Disputes between your institution and any Guardian, employee, or third party.

Zurura Kids reserves the right to assume exclusive control of its defense in any matter subject to indemnification, in which case you will cooperate fully with the Company.

12.4. Indemnification by Zurura Kids

Zurura Kids will indemnify and defend the Provider against direct claims alleging that the use of the Services infringes a valid intellectual property right of a third party, provided that:

- The Provider promptly notifies Zurura Kids in writing of the claim;
- Zurura Kids retains sole control of the defense and settlement; and
- The Provider cooperates fully with all reasonable requests related to the claim.

Zurura Kids shall not be responsible for claims arising from:

- Unauthorized modification or misuse of the Services;
- Combination of the Services with other products not provided by Zurura Kids; or
- Use of outdated versions of the Platform after notice of an update or patch.

If the Services are found to infringe third-party rights, Zurura Kids may, at its option:

1. Obtain the right for the Provider to continue using the Services;
2. Modify the Services to make them non-infringing; or
3. Terminate access and refund the unused portion of prepaid fees.

The remedies in this Section constitute the User's exclusive remedy for any intellectual property infringement claims.

12.5. Independent Risk and Insurance

Each Provider acknowledges and accepts that it bears its own operational and reputational risks related to the management of educational data and interactions.

Zurura Kids encourages Providers to maintain adequate professional liability or data protection insurance, consistent with their jurisdiction's requirements and institutional risk level.

Zurura Kids is not responsible for a Provider's internal losses, legal exposure, or financial damages caused by its own negligence or failure to comply with local regulations.

12.6. Force Majeure

Zurura Kids shall not be liable for any failure or delay in performance resulting from circumstances beyond its reasonable control, including but not limited to:

- Acts of God or natural disasters (e.g., earthquakes, floods, pandemics);
- War, civil unrest, or terrorism;
- Strikes or labor disputes;
- Power or internet outages;
- Failures of third-party hosting or payment systems; or
- Governmental restrictions or regulatory changes.

In such cases, obligations will be suspended for the duration of the event, and Zurura Kids will use reasonable efforts to resume operations as soon as possible.

If the event continues for more than **sixty (60) days**, either party may terminate the affected portion of the Services without penalty.

12.7. Limitation Period

Any claim or cause of action arising out of or related to these Terms must be filed within **one (1) year** after the event giving rise to the claim; otherwise, it is permanently barred. This limitation does not apply where prohibited by local law.

12.8. No Joint Liability

Nothing in these Terms creates a partnership, joint venture, or employment relationship between the User and Zurura Kids.

Each party acts as an independent contractor and is solely responsible for its obligations.

Zurura Kids shall not be jointly or severally liable for the acts or omissions of any Provider, Guardian, or Authorized User.

SECTION 13: HOW ARE DISPUTES RESOLVED AND WHAT LAW APPLIES

13.1. Good Faith and Informal Resolution

Zurura Kids believes most issues can be resolved quickly and efficiently through direct communication.

Before initiating any formal dispute resolution process, the parties agree to attempt, in good faith, to resolve the matter informally by contacting **hello@zururakids.com** and allowing at least **thirty (30) days** for negotiation.

During this period, both parties must cooperate honestly and make reasonable efforts to reach an amicable solution.

13.2. Mandatory Arbitration

Except as otherwise provided in this Section, any dispute, controversy, or claim arising out of or relating to these Terms, the Services, or their breach, termination, enforcement, or interpretation (collectively, a “Dispute”) shall be resolved solely and finally by **binding arbitration**, rather than in court.

(a) Arbitration Framework

- The arbitration shall be conducted by a **single arbitrator** appointed by mutual agreement of the parties, or, failing agreement, by the **Santiago Chamber of Commerce Arbitration and Mediation Center (CAM Santiago)** in accordance with its rules in force at the time of the dispute.
- The language of arbitration shall be **English**, unless the parties agree otherwise in writing.
- The place (or “seat”) of arbitration shall be **Santiago, Chile**, which shall govern the procedural aspects of the arbitration, regardless of the physical location of hearings.

(b) Regional or Local Seat (Optional)

If both parties are based in a specific region (e.g., Kenya, Tanzania, Uganda, Rwanda, or Ethiopia), they may mutually agree in writing to conduct arbitration in that jurisdiction under equivalent local rules.

However, such alternative seat shall not alter the **governing law**, which remains that of the Republic of Chile.

(c) Individual Basis

All arbitration proceedings shall be conducted solely on an **individual basis**, not as a class, collective, or representative action.

The arbitrator shall have no authority to consolidate multiple claims or to preside over any form of representative proceeding.

13.3. Waiver of Jury Trial and Class Actions

By agreeing to these Terms, each party knowingly and voluntarily waives:

- The right to a trial by jury in any jurisdiction; and
- The right to participate in any class, collective, or representative proceeding against the other party.

This waiver is a fundamental condition of this Agreement and shall survive termination of the Services.

13.4. Governing Law

These Terms shall be governed by and construed in accordance with the **laws of the Republic of Chile**, without regard to its conflict-of-law principles.

If arbitration is not legally permitted or enforceable in a specific jurisdiction, any dispute arising under these Terms shall be submitted exclusively to the **ordinary courts of Santiago, Chile**, and both parties irrevocably consent to that forum's jurisdiction and venue.

Zurura Kids expressly excludes the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.5. Enforcement and Interim Relief

Notwithstanding the arbitration requirement, Zurura Kids may seek **interim or injunctive relief** in any competent court to protect its intellectual property, trade secrets, confidential information, or data security.

Such measures shall not be deemed inconsistent with this arbitration clause.

The arbitrator shall also have authority to grant any interim relief deemed appropriate under the circumstances.

13.6. Time Limit to Bring Claims

To promote finality and certainty, any Dispute or claim against Zurura Kids must be filed within **one (1) year** after the event giving rise to the claim occurred. Claims filed after this period shall be permanently barred, unless prohibited by mandatory law.

13.7. Arbitration Costs

Each party shall bear its own legal fees and costs related to the arbitration, except that the arbitrator may, in the final award, allocate costs or fees in proportion to each party's degree of success or misconduct.

Zurura Kids may, at its sole discretion, cover or reimburse arbitration filing fees for individual Users in cases of demonstrated financial hardship.

13.8. Confidentiality of Proceedings

All arbitration proceedings, filings, and awards are **strictly confidential**. Neither party shall disclose the existence or content of the arbitration, except:

- As required by law or court order;
- To enforce or challenge the award in a competent court; or
- To legal or financial advisors bound by confidentiality obligations.

This confidentiality obligation shall survive termination of the Agreement.

13.9. Severability of Arbitration Clause

If any part of this Section 13 is found unenforceable, the remainder shall remain valid to the maximum extent permitted by law.

If the class-action waiver is deemed unenforceable, the entire arbitration agreement shall be void, and disputes shall instead be resolved in the courts of Santiago, Chile.

13.10. Finality and Enforcement of Award

The arbitrator's decision shall be **final and binding** on both parties and may be enforced in any court of competent jurisdiction.

Judgment upon the arbitral award may be entered in accordance with the **Chilean Arbitration Act** or any applicable international enforcement treaty.

SECTION 14: TUITION AND PAYMENT PROGRAM TERMS

14.1. Scope of the Tuition and Payment Program

The Tuition and Payment Program (“Program”) is an optional feature within the Services that allows Providers to collect, record, and manage tuition fees, enrollment charges, or other authorized payments from Guardians.

Use of the Program constitutes acceptance of these Terms and of all applicable local and international financial regulations.

Zurura Kids provides this functionality solely as a **software platform**, not as a bank, financial intermediary, or money transfer agent.

All financial transactions processed through the Program are executed via independent **third-party Payment Processors**, compliant with data security and financial standards, including **PCI DSS, AML, and KYC** regulations.

14.2. Role of Zurura Kids

Zurura Kids acts only as a **technical facilitator** and does not hold, control, or manage User funds.

The Company’s role is limited to:

- Providing the infrastructure to record transactions;
- Relaying payment instructions to the Payment Processor; and
- Displaying confirmation and reporting information to Users.

Funds are transferred directly between the Guardian and the Provider through the Payment Processor.

Zurura Kids has no custody, escrow, or fiduciary responsibility over any funds transmitted through the Platform.

14.3. Responsibilities of Providers

Providers using the Program agree to:

1. Ensure that all fees, tuition rates, and billing policies are clearly communicated to Guardians;

2. Comply with all applicable tax, consumer, and education regulations in their jurisdiction;
3. Maintain accurate financial records and reconcile payments promptly;
4. Provide lawful and transparent refund policies; and
5. Obtain any necessary licenses or approvals required to operate as an educational or service institution.

Providers are fully responsible for disputes, refunds, chargebacks, or accounting obligations related to their transactions.

Zurura Kids shall not be held liable for Provider errors, misapplied payments, or contractual disputes between Providers and Guardians.

14.4. Responsibilities of Guardians

Guardians using the Program agree to:

- Provide valid payment information and maintain sufficient funds to complete transactions;
- Review and confirm all payment details before submission;
- Report any discrepancies or unauthorized charges within **five (5) business days** of occurrence; and
- Use the payment functionality exclusively for legitimate educational purposes.

Guardians acknowledge that payments are made directly to the Provider and that Zurura Kids does not intervene in tuition pricing or refund decisions.

14.5. Payment Processing

All payments are processed via secure third-party Payment Processors, which may include banks, card networks, or mobile money platforms (e.g., M-Pesa, Airtel Money, Visa, Mastercard).

Transaction times and fees depend on the Payment Processor's policies and regional infrastructure.

Zurura Kids is not responsible for:

- Delays caused by third-party financial institutions;
- Payment failures due to insufficient funds, incorrect details, or technical issues; or
- Any foreign exchange or transaction fees charged by the User's financial institution.

14.6. Fees and Deductions

Zurura Kids may charge a **platform service fee** or **transaction commission** for use of the Program.

Unless otherwise agreed in writing:

- Fees are automatically deducted at the time of settlement;
- All service fees are non-refundable; and
- Zurura Kids reserves the right to modify applicable fees with **thirty (30) days' written notice**.

Providers are responsible for disclosing to Guardians any additional charges related to payment processing, if required by law.

14.7. Refunds and Chargebacks

Refunds must be managed directly between the Provider and the Guardian according to the Provider's policies.

Zurura Kids does not issue or process refunds, except in cases of technical error confirmed by the Payment Processor.

If a Guardian initiates a **chargeback**, the relevant financial institution or Payment Processor will investigate and determine resolution.

Zurura Kids may provide supporting documentation but bears no responsibility for the outcome or associated penalties.

Any fees or penalties imposed by a Payment Processor as a result of chargebacks are the Provider's sole responsibility.

14.8. Taxes and Reporting

Providers are solely responsible for identifying, collecting, and remitting any applicable taxes or government charges on payments received.

Zurura Kids does not calculate or withhold taxes on behalf of Providers or Guardians.

The Platform may generate financial summaries or transaction reports to assist with accounting, but these do not constitute official tax documentation.

Providers must maintain their own books and records in accordance with their jurisdiction's accounting standards.

14.9. Data and Privacy in Payment Transactions

Zurura Kids processes limited payment data only to the extent necessary to execute and confirm transactions.

All sensitive payment credentials (e.g., card numbers, mobile wallet IDs) are handled exclusively by the Payment Processor under encryption and data protection standards.

Zurura Kids does not store or access full payment credentials.

Use of the Program implies consent to the transfer and processing of payment data through secure third-party systems, which may operate in Chile, Kenya, or other jurisdictions with equivalent safeguards.

14.10. Fraud and Security Measures

Zurura Kids actively monitors the Platform for suspicious transactions and reserves the right to:

- Suspend payments under investigation;
- Request documentation to verify identity or legitimacy of payments; and
- Report fraudulent activity to relevant authorities or financial partners.

Zurura Kids may immediately terminate access to the Program for any Provider or Guardian found engaging in fraud, money laundering, or misuse of the Services.

14.11. Termination of Access to the Program

Zurura Kids may suspend or terminate participation in the Tuition and Payment Program if:

1. The User breaches these Terms;
2. Fraudulent or prohibited activity is detected;
3. The Provider's general account is terminated; or
4. Required by financial or regulatory authorities.

Termination of the Program does not affect the Provider's general subscription unless otherwise specified.

Pending payments may be withheld or delayed until the completion of any compliance verification or dispute resolution process.

14.12. Compliance and Recordkeeping

Providers agree to maintain transaction records, invoices, and financial documentation for at least **five (5) years** or as required by law.

Zurura Kids may retain anonymized transaction data for analytics, auditing, or fraud prevention.

Zurura Kids reserves the right to request documentation to verify compliance with these Terms or to cooperate with legal investigations where required.

14.13. Limitation of Liability

Zurura Kids shall not be liable for:

- Payment errors or delays caused by third parties;
- Unauthorized or fraudulent transactions beyond its control;
- Provider or Guardian disputes regarding payment terms or refunds; or
- Indirect losses such as reputational harm or loss of business opportunities.

The total aggregate liability of Zurura Kids related to the Tuition and Payment Program shall not exceed the service fees actually received from the Provider for the transaction giving rise to the claim.