



KIPULUX

a Kipu Luxury product

TERMS AND CONDITIONS OF USE and **PRIVACY POLICY AND PERSONAL DATA PROTECTION** *(includes provisions of the European Union General Data Protection Regulation — GDPR)*

Version 1.0 — Lima, Peru, September 5, 2026
Kipu Luxury — Holder of the KipuLux platform and of the KipuLux Agent sub-brand

NOTE ON THE LANGUAGE OF THIS DOCUMENT

This English version is a courtesy translation of the Terms and Conditions of Use and Privacy Policy of KipuLux, approved in its original Spanish-language version by external legal counsel. It is provided for the convenience of international Client Brands, partners, and Consumer Users. In the event of any discrepancy or conflict between this translation and the Spanish-language version, the Spanish-language version shall prevail and shall be deemed the sole legally binding text.

Table of Contents

Part I — KipuLux Terms and Conditions of Use

1. Purpose and Acceptance of the Terms
2. Definitions
3. Description of the Service
4. Eligibility and User Accounts
5. License to Use and Restrictions
6. Nature of the Digital Certificate and Absence of Financial Promise
7. Fees and Commercial Model (Client Brands)
8. Secondary Market and Custody (Escrow) Mechanisms
9. KipuLux Agent and Automated Processes
10. Intellectual Property
11. User Obligations
12. Legal-Fiscal Anchoring and Tax Compliance
13. Service Phases and Availability
14. Disclaimer of Warranties
15. Limitation of Liability
16. Indemnification
17. Termination
18. Third-Party Services and Links
19. Modifications to the Terms
20. Governing Law and Jurisdiction
21. Dispute Resolution
22. General Provisions
23. Contact

Part II — Privacy Policy and Personal Data Protection

1. Introduction and Data Controller
2. Applicable Legal Framework
3. Definitions
4. Personal Data We Collect
5. Purposes of Processing
6. Legal Basis for Processing
7. Data Processing in the Blockchain Architecture: On-Chain Record and Off-Chain Storage
8. Automated Decisions and KipuLux Agent
9. Data Processors and Recipients of Data
10. International Data Transfers
11. Retention Period
12. Information Security
13. Rights of Data Subjects
14. Minors
15. Cookies and Similar Technologies
16. Changes to this Privacy Policy
17. Data Protection Officer and Contact Channel
18. Supervisory Authorities

Part I — KipuLux Terms and Conditions of Use

Last updated: September 5, 2026.

1. Purpose and Acceptance of the Terms

These Terms and Conditions of Use (the "Terms") govern access to and use of KipuLux, the digital identity, authentication, and traceability platform for luxury goods developed and operated by Kipu Luxury ("Kipu Luxury," "we," or "the Company"), headquartered in Lima, Peru, including the website, the mobile application, the NFC seal ("Wifi Seal"), the digital certificates associated with each product, the autonomous artificial intelligence agent KipuLux Agent, and the secondary market services when available (collectively, the "Platform" or the "Service").

By registering as a Client Brand, accessing the Platform, scanning a KipuLux NFC seal, or otherwise using the Service, you ("User") declare that you have read, understood, and fully accepted these Terms and the Privacy Policy and Personal Data Protection notice contained in Part II of this document. If you do not agree with any provision, you must refrain from using the Platform.

These Terms constitute a binding agreement between the User and Kipu Luxury. When the User acts on behalf of a company, workshop, or brand ("Client Brand"), that User represents having sufficient authority to bind that entity to these Terms.

2. Definitions

For purposes of this document, the following terms have the meaning assigned to them below, in accordance with Kipu Luxury's official brand nomenclature:

- **KipuLux:** the brand of the product and of the technology protocol for digital identity, authentication, and traceability of luxury goods.
- **Kipu Luxury:** the corporate name and brand that owns KipuLux, responsible for operating the Platform and for the personal data processing described in Part II.
- **KipuLux Agent:** the sub-brand of the autonomous artificial intelligence agent that operates within the KipuLux ecosystem, always presented under the KipuLux umbrella and never as an independent entity.
- **KipuLuxSmart:** the smart contract built on blockchain technology in which all information on traceability, ownership, and additional product data is stored.
- **Wifi Seal:** the high-security NFC (Near Field Communication) authentication seal, physically embedded in the product during manufacturing, that enables authenticity verification via a mobile device.
- **Digital Certificate:** the unique digital record associated with each unit of a physical product, containing its origin, manufacturing, ownership, and status metadata, anchored via the KipuLuxSmart smart contract on the Syscoin (zkSYS) network. The Digital Certificate is an instrument of authenticity and traceability; it is not a cryptocurrency, a security, or any other financial instrument, and it does not represent any promise of financial return.
- **Client Brand:** the natural or legal person — a luxury brand, artisanal workshop, or SME — that contracts KipuLux's infrastructure services (IaaS) to certify its products.
- **Consumer User:** the natural person who acquires or owns a product certified with KipuLux and who verifies its authenticity or takes part in the Secondary Market.

- **Secondary Market:** the peer-to-peer (P2P) resale functionality for certified products, currently under development (Phase 2 of the roadmap described in section 13), through which ownership transfers are recorded and the Client Brand may receive a Resale Royalty.
- **Resale Royalty (Active Resale Royalty):** the contractual and programmatic mechanism by which, in each resale transaction recorded in the Secondary Market, a percentage of the transaction value is automatically transferred to the Client Brand that created the product.
- **State Cycle:** the sequence of states through which each Digital Certificate passes — ORIGINATED, CUSTODY, and SOLD — pursuant to the KipuLuxSmart smart contract.
- **SUNAT Anchor:** the mechanism by which, at the SOLD state, the registry stores the cryptographic hash (SHA-256) of the official electronic payment receipt issued to Peru's National Superintendency of Customs and Tax Administration (SUNAT), linking the Digital Certificate to the corresponding tax record.

3. Description of the Service

KipuLux operates as a technology infrastructure (Infrastructure as a Service, "IaaS") that combines four layers:

- i. a physical authentication layer through the Wifi Seal embedded in the product;
- ii. a logic layer of smart contracts deployed on the Syscoin (zkSYS) network, complemented by a graph database that maps the supply chain;
- iii. an intelligent layer made up of KipuLux Agent, which autonomously manages verification, metadata updates, and, where applicable, the Secondary Market's custody (escrow) mechanisms; and
- iv. a trust layer provided by the Syscoin network, secured through merge-mining with the Bitcoin network.

The Consumer User can verify a product's authenticity by tapping their NFC-compatible mobile device against the Wifi Seal, without needing to create an account, download a specific application, or bear any cost for that basic authenticity check.

Certain functionalities described in this document — in particular the Secondary Market, agent-managed escrow, and the automated distribution of Resale Royalties — correspond to product phases that, as of the date of this document, are in the design or active development stage (see section 13, "Service Phases and Availability"). KipuLux will inform Client Brands and Consumer Users in a timely manner once such functionalities become operational.

4. Eligibility and User Accounts

To register as a Client Brand, the User must be of legal age under the law of their country of residence and have the legal capacity to contract on behalf of the entity they represent. KipuLux is not directed at minors; section 14 of Part II details the applicable treatment if use by a minor is identified.

The User is responsible for maintaining the confidentiality of their access credentials and for all activity carried out under their account. KipuLux may suspend or cancel accounts upon reasonable indications of fraudulent use, identity impersonation, or breach of these Terms.

5. License to Use and Restrictions

Subject to compliance with these Terms, Kipu Luxury grants the User a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform for purposes of authenticity verification, product traceability, and, where applicable, participation in the Secondary Market.

The User agrees not to: (i) reverse engineer, decompile, or attempt to extract the source code of the Platform or of the KipuLuxSmart smart contract; (ii) falsify, clone, tamper with, or interfere with the Wifi Seal or the Digital Certificates; (iii) use the Platform for unlawful activities, including money laundering, terrorist financing, or the sale of counterfeit products; (iv) access the Platform through unauthorized automated means; or (v) infringe the intellectual property rights of Kipu Luxury or third parties.

6. Nature of the Digital Certificate and Absence of Financial Promise

The Digital Certificate issued by KipuLux constitutes a record of authenticity, provenance, and traceability of a physical good. It does not constitute a cryptocurrency, an investment token, a security, or any other regulated financial instrument. Kipu Luxury does not offer, promise, or guarantee any return, appreciation, liquidity, or economic yield associated with holding a Digital Certificate.

The Resale Royalty described in section 2 constitutes a commercial mechanism agreed between Kipu Luxury and the Client Brand for the distribution of a percentage of Secondary Market transaction value; it does not constitute a dividend, interest, or yield of an investment instrument.

7. Fees and Commercial Model (Client Brands)

Consumer Users who verify a product's authenticity via the Wifi Seal pay no fee for that basic check. Client Brands that contract KipuLux's infrastructure access the Service under the following revenue lines, whose specific amounts, frequency, and conditions are detailed in the individual contract or commercial proposal signed with each Client Brand:

- **Integration Fee:** a charge for initial setup, NFC hardware integration, and the launch of the white-label protocol for the Client Brand.
- **Agent Sustainability:** consideration associated with maintaining the balances KipuLux Agent needs to autonomously cover its network operating costs (gas and computation).
- **Verification Fee:** microtransactions applicable to certain authenticity queries processed on the network, under the "Agent-as-a-Service" model.
- **Resale Royalty:** a commission applicable to each Secondary Market transaction, once that functionality is operational, as agreed with each Client Brand.

Unless otherwise agreed in writing, fees are non-refundable. Kipu Luxury may modify its fee structure for new contracts, which will be communicated to Client Brands with reasonable advance notice.

8. Secondary Market and Custody (Escrow) Mechanisms

Once the Secondary Market is available, ownership transfers between Consumer Users may be managed through custody (escrow) mechanisms administered by KipuLux Agent, which hold the payment until the product transfer is confirmed as secure and authentic, and which automatically execute the Resale Royalty owed to the Client Brand.

The User acknowledges that cross-border P2P transfers may be subject to foreign exchange control, tax, customs, or anti-money-laundering regulations of the countries of origin and destination,

compliance with which is the User's exclusive responsibility. Kipu Luxury may require additional identity verification (KYC) procedures before enabling a Secondary Market transaction.

9. KipuLux Agent and Automated Processes

KipuLux Agent is an autonomous software component that verifies State Cycle progressions, manages metadata, and, in the Secondary Market, manages escrow mechanisms, without direct human intervention in each individual operation. The private keys associated with these operations are safeguarded through a key management system (KMS) with AES-256-CBC encryption operated by Kipu Luxury or its data processors.

A User subject to a decision made exclusively by KipuLux Agent that has legal effects or significantly affects them (for example, the denial of a verification or the withholding of funds in escrow) has the right to request the intervention of a person at Kipu Luxury, to express their point of view, and to challenge the decision, as further detailed in section 8 of Part II of this document.

10. Intellectual Property

The KipuLux brand, the Kipu Luxury corporate brand, the KipuLux Agent sub-brand, the tagline "AI Authenticates. Blockchain Remembers. Value Persists.," the software, the KipuLuxSmart smart contract, the technical documentation, the Whitepaper, and all associated materials are the exclusive property of Kipu Luxury or its licensors, and are protected under Peruvian and international intellectual property law. Nothing in these Terms transfers to the User any right over such assets, except for the limited license to use described in section 5.

The Client Brand retains ownership of its own brands, designs, and product data that it integrates into the Platform, and grants Kipu Luxury a limited license to process them solely for the purpose of providing the Service.

11. User Obligations

The User agrees to provide truthful and up-to-date information, to use the Platform in accordance with applicable law, not to use the Service to certify products that fail to meet the declared authenticity standards, and to cooperate with Kipu Luxury in any reasonable investigation related to misuse of the Platform.

12. Legal-Fiscal Anchoring and Tax Compliance

The SUNAT Anchor links the Digital Certificate to the hash of the official payment receipt issued by the Client Brand, for the purpose of reinforcing the product's traceability and authenticity. This mechanism does not replace, modify, or exempt the Client Brand or the Consumer User from their tax, accounting, or registration obligations before SUNAT or any other competent authority, which remain their exclusive responsibility.

13. Service Phases and Availability

KipuLux is developed according to a phased roadmap:

- Phase 0 (definition and physical-digital validation of the Wifi Seal, completed with the Alda brand)
- Phase 1 (design of agentic interaction and gas-management schemes on zkSYS, in progress)

- Phase 2 (deployment of KipuLux Agents with integrated wallets and of the Secondary Market's escrow smart contracts)
- Final Phase, delivering an operating protocol ready for white-label integration.

The User acknowledges that functionalities corresponding to phases not yet completed are under development and may be unavailable, subject to change, or in beta version.

Kipu Luxury reserves the right to modify, temporarily suspend, or discontinue any Platform functionality, including for maintenance, smart contract updates, or changes to the Syscoin network, and will endeavor to inform Users with reasonable advance notice when the interruption is significant.

14. Disclaimer of Warranties

To the extent permitted by applicable law, the Platform is offered "as is" and "as available," without warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, error-free operation, or uninterrupted availability. Kipu Luxury does not warrant that the Syscoin network, cloud infrastructure providers, payment processors, or any other third party on which the Service depends will operate without interruption.

15. Limitation of Liability

To the maximum extent permitted by law, Kipu Luxury will not be liable for indirect, incidental, special, consequential damages, or lost profits arising from the use or inability to use the Platform, including losses associated with Syscoin network failures, third-party providers, loss of access to a digital wallet, or business decisions made by the Client Brand or the Consumer User based on Platform information. Nothing in this section limits Kipu Luxury's liability in cases where applicable law does not permit such limitation, including consumers' non-waivable rights under the law of their country of residence.

16. Indemnification

The User agrees to hold Kipu Luxury, its directors, staff, and providers harmless from any claim, damage, or reasonable expense (including legal fees) arising from the User's breach of these Terms, misuse of the Platform, or infringement of third-party rights.

17. Termination

The User may stop using the Platform at any time. Kipu Luxury may suspend or terminate a User's access upon serious breach of these Terms, without prejudice to Digital Certificates already issued, whose existence in the registry does not depend on the continuity of the account of the User who originated them.

18. Third-Party Services and Links

The Platform interacts with third-party infrastructure, including the public Syscoin network, digital wallet providers, payment processors, and cloud infrastructure providers. Kipu Luxury does not control or warrant the operation of such third-party services and will not be liable for their acts or omissions, without prejudice to its own obligations as data controller under Part II.

19. Modifications to the Terms

Kipu Luxury may modify these Terms at any time. Material modifications will be communicated through the Platform or by email with reasonable advance notice before they take effect. Continued use of the Service after such effective date constitutes acceptance of the modified Terms.

20. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of Peru. Any dispute arising from their interpretation or execution will be submitted to the courts of Lima, Peru, with express waiver of any other venue that might otherwise apply, unless the mandatory law of the Consumer User's country of residence provides otherwise on a non-waivable basis for consumer relationships, in which case that law will prevail with respect to that User.

For Consumer Users domiciled in the European Economic Area, nothing in this clause deprives them of the protection afforded by the mandatory provisions of the law of the country in which they habitually reside.

21. Dispute Resolution

Before initiating any legal action, the parties will endeavor to resolve any dispute in good faith through direct negotiation, addressing their communication to the contact channels indicated in section 23. If no solution is reached within a reasonable period, either party may pursue the judicial or arbitral remedy applicable under the specific contract with the Client Brand, where one exists.

22. General Provisions

If any provision of these Terms is held invalid or unenforceable, the remaining provisions will remain in full force. Kipu Luxury's failure to exercise a right does not constitute a waiver of it. The User may not assign their rights or obligations under these Terms without Kipu Luxury's prior written consent. Kipu Luxury will not be liable for failures resulting from force majeure or acts of God, including widespread failures of the Syscoin network or critical infrastructure providers.

23. Contact

For inquiries related to these Terms, the User may contact Kipu Luxury through the contact channels published at www.kipulux.com.

Part II — Privacy Policy and Personal Data Protection

Last updated: September 5, 2026.

1. Introduction and Data Controller

Kipu Luxury ("Kipu Luxury," "we") is the controller of the personal data collected through KipuLux, including its website, mobile application, and the verification processes associated with the Wifi Seal. Registered address: Lima, Peru.

This Policy applies to the personal data of Client Brands (and the individuals who represent them), of Consumer Users who verify products or take part in the Secondary Market, and of visitors to the kipulux.com website.

2. Applicable Legal Framework

Kipu Luxury processes personal data in accordance with Law No. 29733, Peru's Personal Data Protection Law, and its implementing regulation approved by Supreme Decree No. 003-2013-JUS, under the supervision of Peru's National Personal Data Protection Authority (ANPD).

Where the data subject is located in the European Economic Area, or where the processing relates to the offering of goods or services to such data subjects (for example, exporting brands that benefit from KipuLux's alignment with the European Union's Digital Product Passport), Regulation (EU) 2016/679, the General Data Protection Regulation ("GDPR"), also applies. In the event of any discrepancy with respect to a data subject protected by the GDPR, the more protective standard for that data subject will apply.

3. Definitions

- Personal data: any information about an identified or identifiable natural person.
- Data subject: the natural person to whom personal data relates (Consumer User, representative of a Client Brand, or website visitor).
- Processing: any operation performed on personal data, such as its collection, recording, organization, storage, use, disclosure, or erasure.
- Data processor: the third party that processes personal data on behalf of Kipu Luxury (for example, a cloud infrastructure provider or a cryptographic key custody provider).
- On-chain data: information anchored on the public Syscoin (zkSYS) ledger, consisting of cryptographic identifiers, hashes, and product status metadata, not human-readable personal data.
- Off-chain data: information stored in Kipu Luxury's centralized, encrypted databases (including the supply-chain Neo4j graph), where identifiable personal information may reside.

4. Personal Data We Collect

We collect the following categories of personal data, depending on the data subject's relationship with KipuLux:

4.1. Data of Client Brands and their representatives

- Identification and contact data: name, position, email, phone number.

- Corporate and tax data of the Client Brand: legal name, tax ID (RUC or equivalent), registered address.
- Billing and payment data for the collection of the fees described in Part I.

4.2. Data of Consumer Users

- Data generated when scanning a Wifi Seal: the identifier of the Digital Certificate queried, the date and time of the query, and, only if the device's operating system allows it and the User authorizes it, an approximate geographic location and technical device metadata (model, operating system).
- In the Secondary Market (once operational): the identity of the buyer and seller, the digital wallet address associated with the transaction, the ownership transfer history, and identity verification (KYC) data when anti-money-laundering regulations so require.
- Contact data, if the Consumer User chooses to create an account or contact support.

4.3. Browsing data

- Cookies and similar technologies from the website and application (see section 15).

KipuLux does not request or store sensitive data (ethnic origin, health, political opinions, sexual orientation, among others) unless the User voluntarily provides it through support channels not intended for that purpose, in which case it will be deleted as soon as detected and will not be used.

5. Purposes of Processing

- Issuing and administering Digital Certificates and managing each product's State Cycle.
- Providing the authenticity verification service through the Wifi Seal.
- Managing the contractual and billing relationship with Client Brands.
- Enabling, where applicable, Secondary Market transfers and the calculation and payment of the Resale Royalty.
- Complying with the SUNAT Anchor and other applicable legal and tax obligations.
- Preventing fraud, counterfeiting, and misuse of the Platform.
- Improving the Platform, including training and tuning KipuLux Agent's automated processes.
- Sending commercial and service communications, where there is a legal basis to do so.
- Handling requests to exercise rights and fulfilling obligations before the ANPD or other supervisory authorities.

6. Legal Basis for Processing

For data subjects protected by the GDPR, processing is based, as applicable, on the following grounds under Article 6 of the GDPR:

- Performance of a contract (Art. 6.1.b): to manage the relationship with Client Brands and provide the Service.
- Consent (Art. 6.1.a): for sending commercial communications, the use of non-essential cookies, and, where applicable, access to the device's approximate location.
- Legal obligation (Art. 6.1.c): to comply with tax obligations related to the SUNAT Anchor and requirements from competent authorities.

- Legitimate interest (Art. 6.1.f): for fraud and counterfeiting prevention and for improving the Platform, weighed against the data subject's rights and freedoms.

For data subjects in Peru, processing is based on the data subject's prior, informed, express, and unambiguous consent under Law No. 29733, except in the exemptions provided under that law (for example, performance of a contractual relationship or compliance with a legal obligation).

7. Data Processing in the Blockchain Architecture: On-Chain Record and Off-Chain Storage

KipuLux's architecture deliberately distinguishes between what is recorded on the public Syscoin (zkSYS) network and what is stored in centralized, encrypted databases under Kipu Luxury's control. This distinction is relevant to personal data protection, given the in-principle immutable nature of a blockchain record.

- On the Syscoin (zkSYS) network, only information that is not identifiable at a glance is anchored: cryptographic identifiers of the Digital Certificate, the State Cycle status (ORIGINATED, CUSTODY, SOLD), and, under the SUNAT Anchor, the SHA-256 hash of the payment receipt — a cryptographic fingerprint that does not allow the original receipt or the personal data it contains to be reconstructed.
- Identifiable personal data (the name of a product's owner, contact details, history linked to a natural person, and the information structured in the supply-chain Neo4j graph) is stored off-chain, in encrypted databases administered by Kipu Luxury, protected by a key management system (KMS) with AES-256-CBC encryption and JWT-based access controls.

This design allows Kipu Luxury to fulfill requests for rectification, erasure, or objection regarding off-chain personal data without compromising the integrity of the public authenticity record. Where erasure of an off-chain data point is appropriate, Kipu Luxury will delete or anonymize that data, leaving only the non-personal cryptographic identifier on the network, to the extent technically necessary to preserve the product's traceability and authenticity vis-à-vis third parties acting in good faith.

8. Automated Decisions and KipuLux Agent

KipuLux Agent autonomously carries out certain verifications and, once the Secondary Market is operational, manages escrow mechanisms and calculates the Resale Royalty, without human intervention in each individual operation. Where a decision made exclusively by KipuLux Agent produces legal effects on the data subject or significantly affects them (for example, denial of an authenticity verification or the withholding of escrow funds), the data subject has the right, under Article 22 of the GDPR and the general principles of Law No. 29733, to: (i) request the intervention of a person at Kipu Luxury; (ii) express their point of view; and (iii) contest the decision.

9. Data Processors and Recipients of Data

Kipu Luxury may share personal data, under contractual confidentiality and security obligations, with the following categories of third parties:

- Cloud technology infrastructure and cryptographic key management (KMS) providers.
- Payment processors for billing the fees described in Part I.
- The Syscoin network, as decentralized public infrastructure, with respect to the on-chain data described in section 7.

- SUNAT, in connection with the SUNAT Anchor and applicable tax obligations.
- Peruvian public entities, under KipuLux's GovTech partnerships (Ministry of Production — PRODUCE, and MINCETUR/PromPerú), solely to the extent necessary for national-manufacturing certification purposes and always under applicable legal bases.
- Legal, accounting, or audit advisors, and competent authorities where there is a legal obligation to provide information.

Kipu Luxury does not sell personal data to third parties for commercial purposes unrelated to providing the Service.

10. International Data Transfers

To the extent that KipuLux's operation involves the transfer of personal data outside Peru (for example, to cloud infrastructure providers located in other countries, or between a Consumer User in the European Union and a Client Brand in Peru), Kipu Luxury will adopt the safeguards required by applicable law, including, where applicable, standard contractual clauses approved by the European Commission or other mechanisms recognized by the GDPR and by Law No. 29733 to ensure an adequate level of protection.

11. Retention Period

Personal data will be retained for as long as necessary to fulfill the purposes described in section 5, including the statute-of-limitations period for applicable legal, tax, and contractual obligations. Once its purpose has been fulfilled and the legal retention periods have expired, off-chain data will be securely deleted or anonymized.

12. Information Security

Kipu Luxury implements reasonable technical and organizational measures to protect personal data, including AES-256-CBC encryption in the key management system, JWT-based access controls to mitigate broken object-level authorization (BOLA) vulnerabilities, segmentation between on-chain and off-chain data, and periodic security audits. No system is completely infallible; Kipu Luxury will notify the relevant authorities and affected data subjects of any security incident compromising personal data, in accordance with the timeframes and conditions required by applicable law.

13. Rights of Data Subjects

13.1. Data subjects in Peru (ARCO rights)

Under Law No. 29733, data subjects domiciled in Peru may exercise their rights of Access, Rectification, Cancellation, and Objection ("ARCO rights"), as well as the right to information about data processors, by directing their request to the contact channels in section 17. If they do not receive a satisfactory response, the data subject may approach the National Personal Data Protection Authority (ANPD).

13.2. Data subjects protected by the GDPR

Data subjects domiciled in the European Economic Area may exercise, under the terms of the GDPR, the rights of access, rectification, erasure ("right to be forgotten"), restriction of processing, data portability, objection to processing (including processing based on legitimate interest and for direct marketing purposes), the right not to be subject to automated decisions under section 8, and the right

to withdraw consent at any time, without affecting the lawfulness of processing carried out prior to withdrawal. The data subject also has the right to lodge a complaint with the data protection supervisory authority of their country of residence.

13.3. How to exercise these rights

Requests must be directed to the contact channels indicated in section 17, together with the information needed to verify the data subject's identity. Kipu Luxury will respond within the timeframes established by applicable law (generally, up to twenty business days under Law No. 29733, and without undue delay and within one month at most under the GDPR, extendable in accordance with that regulation).

14. Minors

KipuLux is not directed at minors and does not knowingly collect personal data from minors. If Kipu Luxury becomes aware that it has collected personal data from a minor without the verifiable consent of their parents or guardians, it will take the necessary steps to delete that information.

15. Cookies and Similar Technologies

The KipuLux website and application use cookies and similar technologies for the Platform's essential functioning, audience measurement, and, where the User consents, analytics or marketing purposes. The User can configure their browser or device to reject non-essential cookies; this may affect certain website functionalities.

16. Changes to this Privacy Policy

Kipu Luxury may update this Privacy Policy to reflect regulatory, technological, or Service changes. Material modifications will be communicated through the Platform with reasonable advance notice before they take effect.

17. Data Protection Officer and Contact Channel

To exercise rights, or for inquiries or complaints related to the processing of personal data, the data subject may contact Kipu Luxury through the channels published at kipulux.com.

18. Supervisory Authorities

- Peru: National Personal Data Protection Authority (ANPD), Ministry of Justice and Human Rights.
- European Union: the data protection supervisory authority of the data subject's country of habitual residence, place of work, or the place where the alleged infringement occurred.