



## **TERMS AND CONDITIONS OF USE (T&C) OF WWW.KADUCARE.COM**

Kadu Care Group, S.A. de C.V., is a commercial company duly incorporated under Mexican law, with registered address at Carretera a Nogales 3201, Col. Campolago, Zapopan, Jalisco, 45222, Mexico. It owns the website [www.kaducare.com](http://www.kaducare.com), as well as the Associated Websites and the artificial intelligence application “KADU CARE”. Hereinafter, both the website and the company will be referred to as KADU CARE.

### **PURPOSE AND SCOPE**

These Terms and Conditions (hereinafter, the “T&C”) govern the activities carried out on our website [www.kaducare.com](http://www.kaducare.com) and, where applicable, on our Associated Websites, including, without limitation:

- i) contracting services;
- ii) viewing online information related to the services;
- iii) discussion forums, chats, and public walls on social networks;
- iv) promotions;
- v) sending promotional and telemarketing communications regarding our services through our website and Associated Websites, accessible through different applications and electronic devices; and
- vi) any other services that may be enabled in the future on the website and/or Associated Websites (collectively, the “Online Services”).

Some Online Services require prior registration or sign-up actions involving the provision of personal data by you (hereinafter, the “User” or “Client”) in accordance with the requirements set forth in the Website’s or Associated Websites’ Dialog Windows.

In addition to these T&C, use of the Website and Associated Websites is also subject to other KADU CARE policies and notices, including the Personal Data Agreement and any future policies issued, which are incorporated herein by reference as if fully reproduced; as well as to any instructions published on [www.kaducare.com](http://www.kaducare.com) and/or the Associated Websites.

### **CERTAIN DEFINITIONS**

To facilitate reading of these T&C, please consider the following definitions:

**SERVICE CATALOG.**- An electronic framework document describing the SERVICES offered by KADU CARE, including their characteristics, price, payment methods, warranties, availability, delivery conditions, and any other relevant information available to the CLIENT on [www.kaducare.com](http://www.kaducare.com).

**CLIENT.**- Any individual healthcare professional, or any legal entity operating a healthcare facility, who, by paying the applicable consideration, acquires a temporary, non-exclusive license of use, limited to the national territory, for the KADU CARE Artificial Intelligence Assistant through [www.kaducare.com](http://www.kaducare.com) and/or the KADU CARE application.

**INPUTS AND OUTPUTS.**- AI services allow interaction with the Services in a variety of formats (“Prompts” or “Inputs”) that generate responses (“Outputs”) based on such Inputs.

**CONFIDENTIAL INFORMATION.**- Includes, without limitation: technical or business information, marketing information, standards, source code, object code, software programs, manuals, installation documentation, system/equipment configuration, data, algorithms, sensitive and financial/patrimonial personal data, know-how, trade secrets, industrial secrets, processes, photographs, reports, patient client names or information, pricing information, tax or financial information, business plans, research, transactions, inventions, intellectual property, or other non-public information, whether written, in data messages, printed or in digital format, related to the purpose of this instrument and communicated between the parties.

**ARTIFICIAL INTELLIGENCE (AI).**- Technical and scientific field dedicated to engineered systems that generate outputs such as content, predictions, recommendations or decisions for a set of human-defined objectives (ISO/IEC 22989:2022).

**KADU CARE.**- The AI assistant available at [www.kaducare.com](http://www.kaducare.com) that enables physicians and other healthcare professionals to automatically transcribe and generate clinical documents, such as medical notes, SOAP notes, prescriptions, and others, by listening to the physician’s or healthcare professional’s consultation with the patient and/or dictation and transcribing the information in the selected format. KADU CARE is an administrative and productivity support tool; it is not a medical device. The software does not issue medical diagnoses, does not suggest treatments, and does not perform therapeutic functions. The healthcare professional is solely responsible for validating, editing, and signing the final note. The term also refers to the company Kadu Care Group, S.A. de C.V.

**AI SUMMARY.**- A summary generated by the AI Assistant regarding the medical consultation performed by the Client with the patient.

**ARTIFICIAL INTELLIGENCE SYSTEM (AI SYSTEM).**- An engineered system that generates outputs such as content, forecasts, recommendations or decisions for a set of human-defined objectives (ISO/IEC 22989:2022).

**ASSOCIATED WEBSITES.**- Any KADU CARE website, as well as the following social media sub-accounts in which KADU CARE participates as a user: KADU CARE on TikTok (Kadu Care); X (Twitter): Kadu Care; LinkedIn: Kadu Care; and Instagram: Kadu Care.

ONLINE SERVICES.- Activities carried out on [www.kaducare.com](http://www.kaducare.com) and on the social media sub-accounts described above.

NATIONAL TERRITORY.- The United Mexican States or Mexico.

USERS.- Visitors registered on our Website and/or Associated Websites who use the Online Services.

DIALOG WINDOWS.- Electronic forms on [www.kaducare.com](http://www.kaducare.com) and/or the Associated Websites through which the User provides personal data and information necessary for the provision of the Online Services.

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## UPDATES

You agree to periodically review these T&C, as they may be modified at any time by KADU CARE, which will be communicated on our Website through a prominent notice.

Some Online Services include accessible administration and management features requiring the use of usernames and passwords (“Username” and “Password”), which may be assigned by KADU CARE or selected by you, to verify your identity as a User.

You acknowledge that any operation properly identified with such credentials will be deemed validly performed by you as a User. Therefore, you must refrain from disclosing your credentials to others, and if you become aware that another person has accessed them or has accessed [www.kaducare.com](http://www.kaducare.com) and/or the Associated Websites using your credentials without your consent, you must immediately notify KADU CARE in writing at [info@kaducare.com](mailto:info@kaducare.com).

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## SERVICE LICENSE

By accessing a Dialog Window where Services are offered, fully providing the required information and personal data, paying the applicable consideration, and accepting the Service offer, you acquire a temporary, non-exclusive, non-transferable license of use limited to the national territory for the Service. KADU CARE will provide access to the number of users specified by the Client for the contracted period.

You acknowledge that for any license acquisition through [www.kaducare.com](http://www.kaducare.com), the Client understands the characteristics and limitations of the Services specified in the Service Catalog and accepts the terms under which the Services are offered.

Value Added Tax (VAT) will be added to all charges for “Service Consideration”. In all cases, the total payable amount will be itemized in the relevant section of the Service Catalog.

The Consideration must be paid by the Client prior to delivery of the Services, through payment to KADU CARE via PayPal and/or banking platforms. For any payment made, you may generate the corresponding digital tax invoice (CFDI) on the website designated by KADU CARE, provided you request it within five (5) business days from the payment date.

You acknowledge that KADU CARE will charge the prices communicated and in effect at the time you accept these T&C. Payment for use of the AI Assistant must be made monthly. For each renewal period, the Client acknowledges and accepts that KADU CARE will apply the full prices in effect at renewal. KADU CARE reserves the right to increase prices at any time by publishing current prices on its Website.

If the Client does not wish to continue using and paying for the AI Assistant, the Client must notify KADU CARE in writing to [info@kaducare.com](mailto:info@kaducare.com) at least seven (7) calendar days in advance, stating the decision to discontinue use and payment. Notice outside this timeframe will imply that cancellation and payment obligations will take effect for the month after the month immediately following the one in which cancellation was requested.

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## TERMINATION OF SERVICE ACQUISITION

You may cancel the acquisition of Services requested through [www.kaducare.com](http://www.kaducare.com) without charge or liability, provided the cancellation is made within five (5) business days following the date you acquired the Services. Cancellation must be submitted through the relevant Dialog Window or by email to [info@kaducare.com](mailto:info@kaducare.com). KADU CARE will refund the amount paid within five (5) business days after receiving the request.

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## AI CONSIDERATIONS

You acknowledge and accept that there are numerous limitations applicable to AI-generated results, including, but not limited to:

- i) outputs may contain errors or misleading information;
- ii) rule-based and algorithmic AI systems lack creative thinking and may produce formulaic content;
- iii) AI may struggle with language nuances, including medical jargon, idioms, and cultural references, resulting in out-of-context or nonsensical outputs;
- iv) AI systems do not have emotions and cannot understand or convey emotions like humans, resulting in outputs lacking empathy;
- v) AI may perpetuate biases present in training data, leading to discriminatory or offensive results;
- vi) AI may struggle with complex tasks requiring reasoning, judgment, and decision-making;
- vii) AI requires large amounts of training data and such data may be low quality or biased, negatively affecting accuracy and output quality. Outputs may lack the personal touch of human-created content and may seem cold or impersonal.

## NO WARRANTY

The KADU CARE AI Assistant Services are provided “AS IS” and “AS AVAILABLE”. To the maximum extent permitted by law, KADU CARE disclaims all warranties, express or implied, including but not limited to warranties of merchantability, title, non-infringement, and fitness for a particular purpose related to the AI Assistant. KADU CARE does not guarantee that the Services will be error-free, meet service level specifications, or operate uninterrupted.

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## KADU CARE OBLIGATIONS

KADU CARE commits to timely deliver to the Client the Services selected in the Service Catalog and to provide the Services requested through the Dialog Window or via [info@kaducare.com](mailto:info@kaducare.com), within the agreed times and under the agreed conditions.

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## USER/CLIENT OBLIGATIONS

You agree to make payments for the Service price, VAT, and any other charges itemized in the Digital Tax Invoice. Total amounts are expressed in Mexican pesos and will include VAT and any associated costs. Payment may be made through mechanisms enabled on [www.kaducare.com](http://www.kaducare.com), including PayPal and banking payment platforms.

You agree to provide, via email to [info@kaducare.com](mailto:info@kaducare.com) or through the Website Dialog Windows: a digital copy of your official identification (voter ID, passport, or visa) and professional license; for legal entities, in addition to the representative’s documentation, a digital copy of the incorporation deed and the representative’s power of attorney, as applicable. Identity documents will not be required if Client emails are signed with an advanced digital signature supported by a valid digital certificate issued by a certification provider duly accredited by the Ministry of Economy.

### Ownership of Outputs

Certain features of the Service allow you to provide prompts, scripts, consultations, or other inputs (collectively, “Input”) to receive AI-generated output returned by KADU CARE based on such Input (“Output”). You own all Outputs and are responsible for all Inputs and Outputs, including ensuring they do not violate applicable laws or these Terms. KADU CARE disclaims any rights it may have in the Outputs and assigns to you any right, title, or interest it may have in them.

You are responsible for evaluating whether Outputs generated by the KADU CARE AI Assistant are appropriate and, in all cases, must validate their content.

The Client may not, directly or indirectly:

- i) reverse engineer;
- ii) examine or test vulnerabilities of the KADU CARE AI Assistant;
- iii) attack the KADU CARE AI Assistant;
- iv) use the KADU CARE AI Assistant to engage in any type of deception; and/or
- v) infringe or violate third-party rights.

During the consultation with your patient, and before activating the AI Assistant, you must provide adequate information about the use of KADU CARE, stating that the consultation will be recorded, and you must obtain the patient's consent.

You will review each KADU CARE Summary to ensure it is an accurate and complete representation of the consultation. You acknowledge you are solely responsible for validating the accuracy of the Summary. Given the nature of AI, we cannot guarantee the Summary will be error-free; therefore, verifying accuracy is exclusively your responsibility. By using or copying the KADU CARE Summary, you confirm that you have reviewed it and confirmed its accuracy.

You must ensure you have adequate equipment and configuration for proper operation of the AI Assistant. You acknowledge that the AI Assistant does not replace the physician's/healthcare professional's knowledge and judgment, does not provide diagnosis or medical treatment, and is not considered a medical device.

You are responsible for complying with regulatory requirements regarding medical note-taking. You represent that you comply with all applicable laws, rules, and regulations and are fully aware of the legal and regulatory obligations related to collection, use, and processing of health data applicable in the context of using the AI Assistant. You further represent that the AI Assistant's features and use comply with the legal and regulatory requirements applicable to you as the data controller.

The Client acknowledges that KADU CARE is an auxiliary dictation tool and that compliance with NOM-024-SSA3-2012 regarding the Electronic Clinical Record (ECR) rests exclusively with the physician or healthcare institution when integrating information into their official systems. KADU CARE is not responsible for the integrity of the hospital's official ECR.

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## OTHER ONLINE SERVICES

KADU CARE may enable discussion forums and chats on [www.kaducare.com](http://www.kaducare.com) and on social networks to provide information or respond to Client inquiries. It may also implement promotions, trivia, contests, and loyalty programs, whose requirements and rules will be detailed in the relevant section of the Website.

Some forums and chats may be moderated and all are accessible by a KADU CARE representative for technical reasons. KADU CARE does not control user-posted content in public discussion forums. As in

any open interactive forum, you should carefully consider whether to provide information or personal data, as such forums are public and KADU CARE is not responsible for the use or disclosure of personal data you disclose there.

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## DATA PROTECTION

The parties agree that the use of the AI Assistant involves processing personal data, including sensitive patient data and biometric data such as the voice of the physician/health professional and the patient.

The Client is the data controller and determines the instructions under which KADU CARE will process patient data. KADU CARE will act as the data processor. The parties agree to comply with their respective obligations under the Mexican Federal Personal Data Protection Law and its Regulations for the performance of this instrument.

The Data Processing Agreement (Annex 1) defines the conditions under which KADU CARE will process the personal data delivered by you for compliance with these T&C.

KADU CARE has subcontracted Anthropic, PBC (“Anthropic”), AssemblyAI, Inc. (“Assembly”), and Google, LLC (“Google”) to transcribe consultation audio and generate summaries. You acknowledge and accept that these providers are governed by their respective terms and conditions available on their websites.

KADU CARE will collect and process the personal data you provide. KADU CARE may create de-identified (anonymized) databases through irreversible technical processes for research, statistical analysis, or improving its AI models. By accepting these terms, you expressly consent to this secondary use of data that no longer allows identification of individuals.

The parties acknowledge that KADU CARE will comply with applicable data protection laws in each jurisdiction where it operates (“Data Protection Laws”), including, without limitation: the Mexican Federal Personal Data Protection Law published in the Official Gazette on March 20, 2025; the GDPR in the EU; HIPAA in the United States; and PIPEDA in Canada. Any reference to INAI in these terms or related notices shall be understood as referring to the Ministry of Anti-Corruption and Good Governance (SABG) or the authority that legally assumes such functions following the 2025 reform.

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## INDUSTRIAL AND INTELLECTUAL PROPERTY

Trademarks displayed on [www.kaducare.com](http://www.kaducare.com) and Associated Websites are exclusively owned by or duly licensed to KADU CARE and have been registered in Mexico. All designs and similar elements are protected under the Mexican Federal Copyright Law in favor of KADU CARE.

You acknowledge that the elements and content of [www.kaducare.com](http://www.kaducare.com) and the Associated Websites—including, without limitation, trade names, trademarks, domain names, logos, images, graphics, texts, animations, sounds, industrial designs, software, databases, usage reservations, page design and format, and others—are protected by national laws, international treaties, and contractual instruments, and that the intellectual and industrial property rights belong exclusively to or are licensed to KADU CARE.

Accordingly, you acknowledge and accept that you do not acquire any rights over such IP assets merely by accessing and using the Online Services. Except for temporary copies downloaded into your system memory to access the Online Services, you may not store, transmit, retransmit, reproduce, sell, or distribute any element or content from [www.kaducare.com](http://www.kaducare.com) and/or the Associated Websites.

Access and use of Online Services does not constitute authorization or a license to use the Services or the website contents for purposes other than those provided in these T&C.

KADU CARE prohibits any access linking—via links, hyperlinks, banners, buttons, or frames—to the Online Services offered on [www.kaducare.com](http://www.kaducare.com) and/or Associated Websites. KADU CARE also prohibits enabling, using, or commercializing the Services offered on those websites on any other website unless KADU CARE has granted prior written authorization. KADU CARE reserves the right to disable any link it deems inappropriate.

Any right not expressly granted under these T&C is reserved. You agree:

- i) not to perform any act that could affect or diminish KADU CARE's IP rights; and
- ii) to refrain from any other use that could result in benefit to you or any third party.

It is expressly prohibited to use, translate, or modify, in whole or in part, the aforementioned IP assets to produce derivative works, compilations, databases, or for any purpose other than expressly authorized.

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#### LINKS TO THIRD-PARTY WEBSITES

[www.kaducare.com](http://www.kaducare.com) and/or the Associated Websites may provide links to third-party websites for convenience and information. If you access those links, you leave KADU CARE's websites.

Even if KADU CARE contracts with such third parties and provides its Privacy Notice, KADU CARE does not control those websites or their terms, notices, privacy policies, practices, contents, products, services, materials, or any other information available through them, which may differ from these T&C.

The inclusion of links does not imply a recommendation by KADU CARE. KADU CARE assumes no responsibility for third-party websites and advises you to review their terms, policies, and privacy notices. Access to any linked website is at your own risk.

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## KADU CARE LIABILITY

You understand and accept that KADU CARE has no control over attempts by individuals to violate the security of KADU CARE's network and equipment or that of Users. Therefore, KADU CARE cannot guarantee that all online applications and services are risk-free.

KADU CARE commits to implementing reasonable measures to protect information generated, received, transmitted, or stored on [www.kaducare.com](http://www.kaducare.com) and/or the Associated Websites, in accordance with the Mexican Federal Personal Data Protection Law and its Regulations. KADU CARE uses antivirus software and firewalls for intrusion detection, among other measures; however, if a third party breaches security and unlawfully uses any information, KADU CARE disclaims, to the extent permitted by law, any liability for damages arising from such misuse, as it is beyond KADU CARE's control.

KADU CARE further disclaims any civil, criminal, administrative liability, or direct/indirect damages arising from:

- i) viruses or malicious code from attacks on [www.kaducare.com](http://www.kaducare.com), Associated Websites, or linked third-party sites that may alter users' systems and files;
- ii) inability to use [www.kaducare.com](http://www.kaducare.com) and/or Associated Websites or any part thereof, including damage to the User's software/systems or information;
- iii) use and information available through any links;
- iv) unauthorized third-party knowledge of the conditions and circumstances of the User's website use; and
- v) misuse by third parties of information generated, received, transmitted, or stored on [www.kaducare.com](http://www.kaducare.com) and/or Associated Websites.

In any event, KADU CARE's total liability for any claim arising from these T&C shall not exceed the amount of consideration received by KADU CARE during the 12 months prior to the claim. KADU CARE shall not be liable for indirect, special, incidental, consequential, or punitive damages, including loss of goodwill, lost profits, lost sales or business, work stoppage, computer failure or malfunction, loss of content or data, or any other losses.

To the maximum extent permitted by law, we will only be liable for proven losses incurred as a direct consequence of our breach of these Terms or applicable laws. Notwithstanding the foregoing, we do not exclude or limit liability where doing so would be unlawful.

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## USER LIABILITY

You acknowledge that KADU CARE shall not be responsible to third parties for your use of [www.kaducare.com](http://www.kaducare.com) and/or Associated Websites or Online Services for any prohibited or illegal purpose, violation of these T&C, third-party rights (including copyright, industrial property, privacy, and data

protection), or any applicable laws or regulations. Accordingly, you must hold KADU CARE harmless and indemnify it for any damages arising from such conduct.

Information you submit through Dialog Windows and make available to Users of Online Services is your responsibility. KADU CARE reserves the right, at its sole discretion, to refuse services to any individual or entity that violates these T&C.

You will indemnify, defend, and hold harmless KADU CARE against any claim brought by a third party arising from or related to use of the Services by you as Client, or deriving from acts or omissions of the Client's end users.

You are responsible for obtaining all necessary patient consents for processing personal data by the KADU CARE AI Assistant. You are also responsible for validating the resulting Outputs.

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#### CONFIDENTIAL INFORMATION

You may share confidential information when using KADU CARE and may have access to KADU CARE confidential information. Both parties agree to take reasonable measures to protect the other party's confidential information. KADU CARE may share confidential information with competent authorities upon receipt of a court order or a properly authorized administrative authority request.

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#### UNAUTHORIZED USES

You agree not to use elements, content, and services of [www.kaducare.com](http://www.kaducare.com) and/or the Associated Websites for any purpose contrary to law, these T&C, or good morals. You also agree not to disable, damage, or impair the operation of KADU CARE's computer systems or telecommunications equipment, or to alter, improperly access, modify, or destroy stored, processed, or transmitted data.

You also agree not to obstruct or interfere with other users' use and enjoyment of the site. You agree not to use the site to send unsolicited email (spam), chain messages, pyramid schemes, contests, defamatory, obscene, pornographic messages, or messages that violate IP rights of KADU CARE or third parties.

You further agree not to process, transmit, or distribute malicious code such as viruses, worms, back doors, trojans, zombies, logic bombs, or any program/application/file that may affect, damage, or impede the proper functioning of the site or of KADU CARE's systems or those of any third party.

KADU CARE reserves the right to remove any file, application, or data message violating this section or any applicable law or good morals.

In addition to the above restrictions, the Client and Users expressly agree not to use KADU CARE Services to:

- (i) input, store, or process unlawful data or data violating third-party IP, privacy, or confidentiality rights;
- (ii) use AI Assistant Outputs as definitive medical diagnosis, prescription, or treatment without appropriate professional validation;
- (iii) train, test, or develop AI systems (own or third-party) without KADU CARE's express written authorization;
- (iv) attempt to decompile, reverse engineer, or breach security;
- (v) exploit Services for defamatory, discriminatory, obscene, pornographic, fraudulent purposes, or purposes contrary to public order.

Breach of this Acceptable Use Policy authorizes KADU CARE to suspend or immediately terminate Services.

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#### CHANGES TO THE T&C

KADU CARE reserves the right to modify these T&C at any time, in which case they will be published on [www.kaducare.com](http://www.kaducare.com) and/or Associated Websites with the updated revision date. If KADU CARE makes significant changes, it will also notify you by other means such as email if you are a registered User. If you do not object through the Dialog Windows or other electronic means and continue using [www.kaducare.com](http://www.kaducare.com) and/or Associated Websites, you will be deemed to have accepted the new terms.

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#### NO PARTNERSHIP

These T&C do not create any agency, partnership, representation, or employment relationship. Neither you nor KADU CARE may act as the other's representative or bind the other to third parties or employees.

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#### WAIVER

You acknowledge that these T&C and the Data Processing Agreement contain no error, unjust enrichment, fraud, lesion, violence, or any defect of consent affecting their validity or legal effect. You waive any action based on such grounds, signing these T&C and the Data Processing Agreement in full agreement and with full understanding of their content and legal scope.

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#### CONTACT

KADU CARE's contact email for [www.kaducare.com](http://www.kaducare.com) is: [info@kaducare.com](mailto:info@kaducare.com).

### Privacy Officer

In compliance with PIPEDA (Canada) and international standards, KADU CARE appoints:

Name: RAJAN SAPKOTA

Phone: +1 (236) 978-1339

Email: [rajan@kaducare.com](mailto:rajan@kaducare.com)

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## ANNEX 1. DATA PROCESSING AGREEMENT

### 1. Purpose

This personal data processing agreement (the "DPA") is entered into between KADU CARE GROUP, S.A. DE C.V. (KADU CARE) and you (the Client) in connection with the Services.

This DPA regulates KADU CARE's obligations as Data Processor for the provision of the Services and reminds you of your main obligations as Data Controller.

KADU CARE will process personal data of the Client's patients, both provided by you and provided directly by the patient during the medical consultation, including name, surnames, address, contact information, health status data, medical data, and biometric data such as voice, which are processed for providing the Services, remaining under the Client's control and responsibility.

KADU CARE will process personal data of the Client, its employees or collaborators who use the Services, including name, surnames, address, username, and other professional data.

### 2. Client Obligations

The Client shall:

- i) provide and/or grant KADU CARE access to the personal data necessary to provide the Services;
- ii) comply with obligations related to data subject rights;
- iii) implement adequate technical, administrative, and physical security measures, including access and permissions management policies to ensure confidentiality;
- iv) comply with the data protection principles under Mexican law and applicable regulations under SBAG supervision;
- v) share with KADU CARE the patients' privacy notice;
- vi) ensure accuracy of personal data and promptly correct inaccuracies when informed;
- vii) where required, notify data subjects of personal data breaches in accordance with applicable law under SBAG supervision;

- viii) in case of claims/requests/complaints from data subjects attributable directly or indirectly to the Client or its staff, immediately correct inaccuracies and hold KADU CARE harmless from any judicial, extrajudicial, or administrative proceedings;
- ix) comply at all times with professional secrecy obligations imposed by the General Health Law, its regulations, and state professional laws.

### 3. KADU CARE Obligations

As Data Processor, KADU CARE shall:

- i) process personal data in accordance with documented instructions from the Client and inform the Client if any instruction violates applicable law before applying it;
- ii) not process personal data for any purpose other than those stipulated in the T&C and this DPA;
- (ii bis) apply the principle of data minimization at all times, processing only strictly necessary data, consistent with HIPAA's "minimum necessary" standard and the GDPR proportionality principle;
- iii) maintain a written record of all categories of processing activities carried out on behalf of the Client;
- iv) notify the Client without undue delay and no later than seventy-two (72) hours after becoming aware of any security breach affecting personal data under its custody, together with relevant information for documentation, assessment, and notification;
- v) make available to the Client all information necessary to demonstrate compliance and allow/assist audits (max. one per year), with costs borne by the Client, with at least thirty (30) calendar days' notice; audits may not compromise KADU CARE systems;
- vi) apply appropriate security measures to ensure a risk-appropriate level of security;
- vii) ensure authorized personnel are subject to confidentiality obligations;
- viii) maintain confidentiality obligations even after termination, as long as information remains confidential;
- ix) cooperate with the Client in responding to rights requests, including informing data subjects that KADU CARE is processor and that they must contact the Client, and assisting where complexity requires KADU CARE's participation;
- x) subcontract only as provided in the next clause;
- xi) upon Client instruction, return or destroy personal data and storage media after Services end, provided the Client requests it at [info@kaducare.com](mailto:info@kaducare.com) within four months after termination;
- xii) carry out international transfers only according to applicable data protection rules and required safeguards.

### 4. Subprocessing

The Client authorizes the use of Subprocessors whose current identity is available in Annex A and may be requested at any time at [info@kaducare.com](mailto:info@kaducare.com).

If a new Subprocessor must be engaged, KADU CARE must obtain prior authorization from the Client, providing clear information about the outsourced processing and the Subprocessor's contact details. The Client will have fifteen (15) calendar days from notification to object on data protection compliance grounds. The Client acknowledges that objection may result in inability to provide Services and KADU

CARE's right to terminate early. If no objection is raised within the period, authorization is deemed granted.

In all cases, the Subprocessor must process data per Client instructions, and KADU CARE must sign a contract imposing obligations no less strict than those in this DPA. If the Subprocessor breaches obligations, KADU CARE remains fully responsible, without prejudice to any limitation of liability provided in the Agreement and/or the Terms.

Users are informed that because processing is carried out through providers with infrastructure abroad, personal data may be subject to foreign laws (such as the U.S.), allowing access by foreign judicial or national security authorities under local legal mandate.

## 5. Termination

Termination, rescission, or expiration of the Terms obligates KADU CARE to destroy or return data to the Data Controller.

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## ANNEX A – SUBPROCESSORS

To provide the Services, KADU CARE engages certain external providers acting as Subprocessors who may access personal data to deliver the Services.

Below is a list including the Subprocessor identity, service provided, and data storage location:

Subprocessor | Service Description | Storage Region

Anthropic, PBC. | Cloud AI platform for generating summaries and transforming text. | USA

AssemblyAI, Inc. | Cloud AI platform for audio-to-text transcription. | USA

Google, LLC | Cloud platform and infrastructure; data hosting. | USA

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## INTERNATIONAL DATA TRANSFERS

Kadu Care may transfer personal data to third parties, domestic or foreign, including service providers located in the United States, Canada, and the European Union, only for the purposes described herein and in accordance with applicable laws.

Transfers will be carried out under contractual mechanisms ensuring an adequate level of protection, including:

1. Data Processing Agreements with EU Standard Contractual Clauses (for EU operations).
2. Business Associate Agreements (BAA) under HIPAA (for U.S. operations).

3. Contracts compliant with PIPEDA and applicable provincial laws (for Canadian operations).

The data subject may exercise ARCO rights or equivalent rights at any time as described in our Privacy Notice. In addition to traditional ARCO rights, data subjects may exercise data portability, restriction of processing, and erasure (“right to be forgotten”) under GDPR, PIPEDA, and applicable Mexican law.

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## CONSENT

Pursuant to the Federal Civil Code and the Code of Commerce, your email address and your access key to the Online Services shall be considered equivalent to your handwritten signature; therefore, unless proven otherwise, information signed by you through such means shall be presumed valid and shall have full legal effects.

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## APPLICABLE LAW AND JURISDICTION

The interpretation and application of these Terms and Conditions and the Data Processing Agreement are governed by Mexican federal laws, including the Federal Personal Data Protection Law published in the Official Gazette on March 20, 2025 (the “Data Protection Law”).

For Clients located in the United States, Canada, or the European Union, the parties acknowledge that applicable data protection and consumer laws in those jurisdictions may also apply (including, without limitation, HIPAA in the U.S., PIPEDA in Canada, and GDPR in the EU). In case of dispute, the parties agree in good faith to submit to the jurisdiction of the courts of Mexico City, unless the law applicable in the Client’s country expressly requires local jurisdiction, in which case it shall prevail.

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## TERM

These T&C and the Data Protection Agreement shall enter into force on the date of acceptance once you have provided consent under the following clause and shall remain in force for as long as you use the KADU CARE AI Assistant. If you wish to stop using the AI Assistant, you may cancel by notifying us at least fifteen (15) calendar days in advance by emailing [info@kaducare.com](mailto:info@kaducare.com).

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## MANIFESTATION OF CONSENT

As a User of [www.kaducare.com](http://www.kaducare.com) and/or the Associated Websites, I expressly declare that I accept without reservation or limitation the content of these Terms and Conditions and the Data Processing Agreement by the mere act of browsing the websites and by selecting the checkbox labeled “accept” displayed on the Website.

I declare that I have been clearly and meaningfully informed about the purposes, AI use, international transfers, and the consequences of processing my personal and biometric data, and I give my full and informed consent by selecting the acceptance box.

I also declare under penalty of perjury that I have legal capacity to contract, that I have read these T&C and the Data Protection Agreement in full, that I fully understand them, and that all data I have entered in the Website and/or Associated Websites Dialog Windows are true and accurate.

I expressly accept these terms and conditions.

Accept  
(Type here)