

# TERMS AND CONDITIONS OF USE OF KLIMB PLATFORM

## CONCEPTS

For end of use and bearing in mind the terms and disposition present in the Klimb platform, it is considered:

1. Acceptance of the purchase proposal - is the agreement of the advertiser with the purchase proposal, being generated document confirming the acceptance of the purchase proposal presented to him by the Shopkeeper. Also said acceptance of the sale.
2. Advertiser - the manufacturer, importer or distributor who advertises products on the Klimb Fashion platform.
3. Access authorization - is the authorization, through a protocol on the platform Klimb, given by the Advertiser, to its exclusive judgment, to the merchant, which enables the latter to access information made available by the Advertiser on the Klimb platform, as well as to formalize proposal. The authorization of access by the advertiser may, in its sole discretion, be revoked at any time, without charge or charge, and the level of access to the information may vary according to the advertiser's criteria, according to the merchant.
4. Conditions of payment - the conditions offered by the advertiser to pay the value of the sale of the product.
5. General conditions of sale - are all and terms and conditions pertaining to the operation of selling products by the advertiser, including price, payment terms, deadline and other elements of the transaction.
6. Registration data - the information to be compulsorily released by the shopkeeper, through protocol on the platform Klimb, about its existence, legal constitution, registration data and business operation. This information is essential for the merchant to request access authorization and, granted, to consult the information provided by the advertisers and then formalize purchase proposals.
7. Distributor - legal entity that, established under the law, performs the intermediation between manufacturers and shopkeepers, acquiring products from the former, including outside the national territory, to sell to the latter, being qualified, by announcing on the Klimb platform, as Advertiser.
8. Manufacturer - legal entity that, established under the law, manufactures and offers products for sale, being qualified, when advertising on the platform Klimb, as an advertiser.
9. Registration form - is the form available on the Klimb platform through which the shopkeeper will inform you of your registration data. The completion of the cadastral form is essential step for the registration of the shopkeeper with the advertisers and, with authorization of access to be provided by each advertiser, the presentation of purchase proposals. This form is accessed by the shopkeeper only after he declares that he has full knowledge of the conditions of use of the Klimb platform and, agreeing with them, allows the use of the platform.
10. Advertiser's home - each advertiser's virtual space on the Klimb platform, accessed through the respective link on the Klimb platform.
11. Home Klimb - virtual space of the Klimb platform, accessed through the link [www.klimbmoda.com.br](http://www.klimbmoda.com.br).
12. Importer - Legal entity that, established under the law, carries out, for resale to retailers, the importation of products, being qualified, when announcing on the platform Klimb, as advertiser.

13. Shopkeeper - Legal entity that, established under the law, permanently and professionally carries out the product commercialization activity, being able, through the adjusted conditions and compliance with the protocols of the Klimb platform, to acquire products from the advertisers that offer them in referred to above.
14. Trademark - a distinctive, visually perceptible sign which distinguishes and identifies industrial, commercial or service products with a view to distinguishing them from identical or similar products.
15. Klimb Platform - is a digital environment owned and managed by Klimb.
16. Delivery deadline - the deadline at which the product sold by the advertiser to the retailer will be delivered at the agreed place.
17. Price - the amount to be paid for the product purchased.
18. Product - material goods that are offered for sale through the Klimb platform.
19. Proposal of purchase - is the proposal, without binding character, presented, by means of protocol in the platform Klimb, by the shopkeeper to the advertiser aiming at the purchase of products according to general conditions of sale launched in the Klimb platform.
20. Protocol - are the operations resulting from compliance with the procedures carried out on the Klimb platform, aiming at: a) request for authorization by the shopkeeper; b) providing the advertiser with access to the merchant; c) presentation of proposal of purchase by the shopkeeper; d) formalization of sale by the advertiser.
21. System - is the system that manages the Klimb platform, promoting collection and processing of information, and generation of documents.

## **I - PRELIMINARY CONSIDERATIONS**

1. The Klimb platform, owned and managed by Klimb Negócios Digitais Ltda, is an online platform that aims to facilitate the business relationship between advertisers and retailers, providing the means to digitally enable the formalization of purchase-and-purchase business -sale to scale. Thus, the services provided by Klimb consist, in the terms defined in this document, of offering merchants, through registration and authorization by advertisers, the possibility of accessing digital content and making secure online purchases with advertisers.
2. Considering the sharing of the Klimb platform, each advertiser will have a link and an exclusive space (home) in the platform, so that shopkeepers can individually formalize requests and submit proposals to each advertiser.
3. The advertisers will make available on the Klimb platform information about their products and their general conditions of sale, allowing interested retailers, through registration and prior authorization, to have access to the information and formalize purchase operations of the products.
4. The terms and conditions of the Klimb platform are intended to regulate the conditions of use of this digital space and, without prejudice to the legislation in force, regulate the business that will be formalized between advertisers and shopkeepers.
5. The services provided by Klimb through the Klimb platform are not to be confused with the buying and selling operations carried out between retailers and advertisers.

## **II - INFORMATION AVAILABLE ON THE KLIMB PLATFORM**

1. The Klimb platform is powered by information released by the advertisers of the products and by information and announcements issued by Klimb.

2. Each advertiser will make available on the Klimb platform information about their products and their general conditions of sale, allowing interested retailers, through registration and prior authorization to be provided by the advertiser, to have access to the information and request to purchase the products.
3. The access by the shopkeeper to the information of each advertiser, as well as to his advertisements, will be carried out by the specific home of each advertiser, identified through a link on the Klimb platform.
4. Each advertiser on the Klimb platform has its own conditions and requirements for providing information, for accepting the registration of shopkeepers, for presentation and offer of general conditions of sale (stock availability, kind of products, price, payment conditions, delivery, etc.) and for sale acceptance to retailers.
5. Each advertiser is solely responsible for: a) the advertisements he presents; b) for the content and materials present in the notices they present, including their content; c) available stocks, by species and product values announced; d) the conditions of sale and delivery of the products to be negotiated; e) by the authorization, or not, of access of each tenant; f) by verifying the powers of representation granted by the tenants to their respective administrators and buyers.
6. The information, technical materials and other content on the Klimb platform does not have a binding character on the advertiser until the formalization of the sale.
7. Although the information, technical materials and other content provided on the Klimb platform are provided by reliable companies, they may change at any time due to the modification of any of the general conditions of sale and advertisers can not guarantee, and will not guarantee, the constant availability of products (species and quantities) and the conditions of sale informed on the platform Klimb. Likewise, the Klimb platform may at any time be subject to changes (increase or decrease) in advertisements / links by advertisers. The shopkeeper hereby agrees and acknowledges that it is solely responsible for the periodic verification of the terms of use of the Klimb platform.
8. Advertising materials and advertisements inserted by Klimb are not binding or binding on Klimb and should be understood merely as third-party advertising or trend information.
9. The information about the merchants released by Klimb, based on evaluations made by the advertisers, does not represent Klimb's opinion. The retailer recognizes that, when carrying out operations using the tools available on the Klimb platform, it is subject to these assessments, not giving rise to any right to indemnification or financial compensation in the event of any evaluation that it disagrees with.

### **III - INFORMATION AND DATA PROVIDED BY THE TANKERS**

1. The use of the services of the Klimb platform requires the provision of data by the tenants, including business and legal regularity.
2. The Klimb platform system works with the concern of safeguarding the information released in it, being taken as confidential the information released in the registration process of the shopkeeper. However, the shopkeeper grants Klimb the right to: a) use, process, even for statistical purposes, and store the data provided by the shopkeepers; b) share or pass on data from tenants to advertisers or third parties.
3. Klimb will not market store information to third parties. However, the information provided by the shopkeepers may also be used, with the agreement of the shopkeeper, in order to: a) offer the Klimb platform in the best possible way; b) improve the quality of Klimb platform

services; c) protect the interests of shopkeepers and advertisers; d) as provided in this document.

4. The information collected by the Klimb platform will be of different natures, with peculiarities and different treatment forms, as detailed below:
  1. Required information: To enable the proper use and operation of the services provided by the Klimb platform, the shopkeeper must provide information on their existence, legal regularity and business relationships. Among the information required to be provided, is the provision of information regarding the firm or corporate name, address, registration number in the CNPJ, commercial references of the shopkeeper, without prejudice to others that may be requested by Klimb or any advertiser. The provision of this information is an essential measure for the use of the Klimb platform services, including: a) to register the shopkeeper; b) allow communication between Klimb and the shopkeeper and between the advertisers and the shopkeeper; c) formalize a purchase proposal.
  2. Additional information: Other information to the retailer may be requested by Klimb or by some other advertiser. These may include, but are not limited to, information regarding the location of the computer, equipment, or device used by the retailer for access to the Klimb platform.
  3. Business Transaction Information: Every time the Merchant performs an operation with any advertiser, Klimb will receive information related to that operation.
  4. Klimb Platform Traffic Information: Due to Internet communication standards, Klimb will monitor: a) when the Merchant logs in or logs out of your profile on the Klimb Platform; b) information about the pages and home of advertisers of Klimb Platform that are visited by the Shopkeeper; c) internet protocol (IP), type of browser used, among others. This information is collected by Klimb to better understand shopkeepers' preferences and load management on Klimb servers in order to improve the quality of the Services.
  5. Correspondence to Shopkeepers: All information on correspondence sent by shopkeepers to Klimb and Klimb to shopkeepers, including electronic communiqués. This information will be stored for the purpose of maintaining the records of the existing relationship between Klimb and the shopkeepers, in order to improve the Services.
  6. Surveys, questionnaires and evaluation systems: Searches, questionnaires and evaluation systems may be offered or made available to retailers and advertisers. Information derived from such tools will be used to assess the interests of tenants and their needs, as well as the performance of advertisers and shopkeepers themselves.
5. The information of the shopkeepers collected by Klimb platform may be used for various purposes, as follows, but without limitation to the following assumptions:
  1. Internal Use: The main objective of Klimb when collecting information from retailers is to provide them with a safe, easy, efficient and personalized experience. By accepting the terms of this document, the Shopkeeper agrees that Klimb may use the information collected to: a) provide the Services and support requested by the shopkeeper; b) resolve disputes and solve problems; c) avoid activities that are potentially prohibited, illegal or in any way in disagreement with the current legislation; d) customize, measure and improve the Services; e) transmit to the Merchant a marketing directed to their tastes and expectations, in addition to service updates and promotional offers.
  2. Marketing: Information collected from retailers may be combined with information collected from other retailers or advertisers to enhance and personalize the Service, its content and advertising.
  3. Statistics: Klimb reserves the right to share aggregated statistical data with partner

companies.

4. Custodian and access data of the Shopkeeper - analysis of credit, financial products and anti-fraud.
6. Klimb reserves the right to retain information for the period it deems necessary for the proper performance of its business, even after the closure of the use of the Klimb platform by the shopkeeper.
7. In the event that Klimb is obliged by legal, administrative or judicial procedure to disclose any registration data of the tenants to any competent authority, it will always do so within the limits of what has been determined.

#### **IV - OF THE LOGGER'S REGISTRATION FOR ACCESS TO INFORMATION FROM ADVERTISERS. PROTOCOLS**

1. The shopkeeper interested in accessing the information made available on the Klimb platform should apply for accreditation through a protocol on the Klimb platform. Once registered, the shopkeeper may, at any time and without charge, request their unsubscribe.
2. To request registration, the shopkeeper must complete, by means of a protocol on the Klimb platform, a cadastral form, provide documents and information and have their registration approved by the respective advertiser. The registration approval and access authorization, which are unilateral acts of the advertiser and may be denied or at any time revoked by the advertiser, will allow the merchant access to the information made available on the platform Klimb by the respective advertiser.
3. The shopkeeper undertakes to provide valid, up-to-date and true data and information for the conclusion and execution of the registration, being civilly and criminally responsible for all the information provided.
4. Provided the registration data and receiving access authorization, the shopkeeper, previously authorized by the advertiser, can access information that was made available by the latter about their products and general conditions of sale.
5. In order for the shopkeeper to register, obtain the authorization of access by the advertiser to his home and so that he can submit a purchase proposal, the following procedures must be complied with in the Klimb platform:
  1. Any shopkeeper can access the platform and request registration;
  2. Klimb, receiving the request for registration through the form available on the platform, will evaluate the profile of the shopkeeper, requesting the information and documents for analysis by the advertiser;
  3. If the profile analysis is approved according to Klimb's own criteria, the shopkeeper will receive a login, which will allow him to request permission to access the advertiser that interests him.
6. The provision of a login to the merchant is a unilateral act of Klimb, in its exclusive judgment of convenience, and may, without any justification, be denied.
7. Once the Klimb login is provided, each advertiser, according to his sole judgment, convenience and own criteria, may grant or deny access to the merchant.
8. The acceptance of tenants registration, the authorization of access to the shopkeeper and the acceptance of business operations are the sole judgment and responsibility of each advertiser. The registration agreement and access authorization may be revoked at any time, including without cause, by Klimb or the advertiser.
9. Advertisers are solely responsible for granted access authorizations.

10. The access to the Klimb platform by the shopkeepers will be done free of charge, and they will be able to make use of the contents and information released and following the procedures stipulated in the Klimb platform, formalize a proposal for the purchase of products offered by the advertisers.
11. In order to use the Klimb Platform Services, shopkeepers must have a legal registration number, existence and legal capacity.
12. By agreeing to the Klimb platform, Klimb uses and transfers its registration and access data to advertisers and their partners that fight possible fraud on the Klimb platform. Additional documents, data and / or information may be requested by Klimb or the advertiser for access and / or completion of registration and business operations.
13. Klimb may, at any time and in its sole discretion, disqualify or block access to any shopkeeper to the Klimb platform. Disclosure or blocking of access by Klimb to any tenant shall not give rise to the right to compensation, financial compensation or fine in favor of the tenant.

## **V - VIEWING THE INFORMATION AVAILABLE ON THE KLIMB PLATFORM**

1. Only the shopkeeper, previously authorized by the advertiser with access authorization, can view the information provided by the advertiser about the products offered and the general conditions of sale.
2. The authorization of access to the shopkeepers to the information will be granted by the advertiser after previous registration, through protocol in the Klimb platform.
3. The authorization given by the advertiser is individual for each shopkeeper, and may, in the exclusive judgment of the advertiser, be denied or, at any time, revoked, obliging the merchant, however, to fulfill the business that formalize from the purchase proposals accepted by advertisers.

## **VI - FORMALIZATION OF PURCHASE AND SALE**

1. While the advertiser's access authorization is in effect, in addition to being able to access the information provided by the advertiser, it may, through a protocol on the Klimb platform, formalize purchase proposals, according to the general conditions of sale presented by the advertiser. To do so, you must access the link related to the advertiser and, following the requirements of the advertiser, formalize, through protocol, the proposal of purchase ("my carts").
2. Any purchase proposal is subject to acceptance by the advertiser, as well as to the compliance and sufficiency of the data provided by the merchant, the rules and conditions set forth on the Klimb platform, the availability of inventory, the terms of delivery by the advertiser and the applicable legislation at the time of acceptance. Thus, advertisers reserve the right to approve or not a particular purchase order, as well as the right to: a) limit tenants' access to information; b) limit the amount to be negotiated, whether or not to grant installment options, among other conditions. The limitations placed by the advertisers will not generate any right to the shopkeeper or need of justification or prior notice.
3. The referral by the shopkeeper of the purchase proposal shall be understood as simple formalization of a proposal, not implying immediate acceptance by the advertiser, which may promote the refusal, without any right to compensation, compensation or fine in favor of the merchant. Thus, before the manifestation, by protocol on the Klimb platform, of the advertiser as to whether or not to accept the product, the terms of the purchase proposal

will not be binding, and the elements provided as binding for the advertiser will not be served.

4. To formalize the sales proposals, the shopkeeper must: 1) correctly inform his registration data; 2) receive authorization from the advertiser and be accredited by him 3) submit, by means of a protocol on the Klimb platform, the proposal for the purchase of the product; 4) declare knowing the general conditions of sale, which includes information on prices, terms and conditions of delivery of the products.
5. Once the advertiser agrees to sell to the merchant, the general conditions of sale will be binding, obliging the advertiser to comply with the proposed terms and the merchant to pay the adjusted price. The advertiser must deliver the product to the address, deadline and conditions stated in the purchase proposal. The costs arising from transportation, insurance, storage and delivery are those that are included in the purchase proposal, and it is up to them to pay the part that, in the purchase proposal, was defined as responsible.
6. The acceptance of sale by the advertiser is understood to have been manifested as from the moment that, as a result of the purchase proposal of the shopkeeper, the information "Request approved" in the platform Klimb appears.
7. The shopkeeper is aware and expressly agrees that, by using the Klimb Platform to make purchases with advertisers, it is automatically accepting and validating all the commercial conditions presented during the purchase process and that these will be translated into a purchase agreement and sale between merchant and advertiser. Thus, the use of Klimb platform services implies that the shopkeeper: a) understood, accepted and is automatically bound in the terms informed in this platform and the conditions of the purchase that he accepted to formalize; b) agrees to abide by and follow any and all guidelines set forth in this platform, as well as the provisions of the legislation in question.
8. The advertiser, being the only one responsible for the information that launches in his home in the platform Klimb Fashion, will be obliged, under the terms of the current legislation, by the businesses that formalize and by the contents that present.
9. The advertiser may issue a duplicate against the merchant to collect the purchase price, in accordance with current legislation, as well as to adopt all legal measures, including judicial, necessary for the collection of amounts owed to him.
10. The shopkeeper can follow the requests and actions arising from the business developments that formalize through the Klimb platform. Such monitoring will be given through access to the home of the advertiser on the platform Klimb with which the shopkeeper formalized commercial operation.
11. The right to cancel orders, exchange or return products by the shopkeeper is bound by: a) the terms informed by each of the advertisers in his home on the Klimb platform; b) the terms defined in the act of contracting the sale by the advertiser; c) the terms of current legislation.
12. Klimb will not broker the payment of amounts owed by the merchants to the advertisers, nor will it act to charge the amounts owed by the merchants to the advertisers.
13. It will respond to the advertiser for all tax and tax obligations arising from sales made through the Klimb platform.

## **VII - INTERRUPTION, SUSPENSION OR CANCELLATION OF SERVICES**

1. The shopper agrees that Klimb, in its sole discretion and discretion, may disable, block or otherwise terminate the shopper's access to the Klimb platform, including without

- justification and without prior notice, any right to compensation or compensation.
2. By ceasing or being prevented from using the Klimb Platform Services for any reason, the shopkeeper agrees and is aware that he shall honor with all the amounts due due to the purchase and sale operations that he has formalized through Klimb Fashion platform.
  3. Klimb may, even after deactivation, blocking or termination of use, maintain in its files the data of the shopkeeper, with which it agrees.

## **VIII - KLIMB'S RESPONSIBILITIES. LIMITATIONS OF LIABILITY**

1. The offer of the products and the fulfillment of the negotiated conditions, including with regard to the delivery and the guarantee of the products, are the responsibility of the advertisers. Klimb is limited to providing shopkeepers and advertisers with the Klimb platform in order to offer a virtual space for the purchase and sale operations online.
2. Any and all partial or total results of the offers and offers elaborated in the platform Klimb does not constitute a negotiation proposal / offer on the part of Klimb.
3. Due to the lack of obligatory solidarity between Klimb and any advertiser, Klimb will not be liable or responsible for: a) the refusal to sell any advertiser to any merchant; b) the fulfillment of the conditions of sale presented by the advertisers; c) the delivery of products sold by advertisers; d) for the quality and guarantee of the advertised / sold products; e) the procedures and measures of collection adopted by the advertisers in detriment of any shopkeeper; f) the advertiser's refusal to cancel the sale or accept products that the merchant intends to return; g) for any damage or damage that the shopkeeper, even indirectly, may suffer as a result of any action or omission of any advertiser.
4. Due to the lack of obligatory solidarity between Klimb and any shopkeeper, Klimb will not be liable or responsible for: a) the financial suitability of the shopkeepers who access the Klimb platform; b) the quality and veracity of the information provided by the tenants; c) the obligations assumed by the tenants and the obligations arising from the business formalized by the tenants.
5. Klimb shall not be liable for any loss or damage of any nature or value that the retailer may suffer as a result of: a) lack of accuracy, authenticity, truthfulness, integrity, legality, accuracy or validity of information that the shopkeeper has made available on the Klimb Fashion platform ; b) lack of accuracy, authenticity, truthfulness, integrity, legality, accuracy or validity of the information contained in the advertisements presented by the advertisers; c) the denial of sale, by any advertiser, to any retailer; d) the possibility of any failure, difficulty, impossibility or interruption in accessing or using the Klimb platform, its systems, applications and contents, as a result of unforeseeable circumstances or force majeure.
6. Since Klimb platform is a platform that allows the interaction between retailers and advertisers and the presentation of products and conditions of sale by several advertisers, Klimb does not guarantee to retailers: a) that advertisers will have an interest in registering the merchant; b) that advertisers who register the shopkeeper will have an interest in formalizing sales; c) continuity, periodicity or volume of advertisements by advertisers; d) constant availability of information by advertisers to retailers; e) maintenance of the levels of access to information of the advertisers; f) minimum number of advertisers or product announcements.
7. Any issue or problem arising from compliance with the terms of the adjusted sale and the quality of the advertised products should be strictly between the advertiser and the retailer.
8. The Klimb platform will not offer any tool to manage collection of payment of values



- between merchants and advertisers, developing the credit relationship resulting from the sales formalized by Klimb platform solely between advertiser and shopkeeper.
9. Klimb does not guarantee continuous, uninterrupted and secure access to its services, since the operation of the Klimb platform may suffer the interference caused by circumstances beyond its control.
  10. The Klimb platform may contain links to third party sites. Klimb is not responsible for the security of the shopkeeper's information when it accesses third-party sites. Such sites may have their own privacy policies regarding the storage and preservation of information, completely unrelated to the Klimb Fashion platform.
  11. Klimb assumes no responsibility for any criminal violation of its databases that may be made by cybercriminals, even though it has the most modern and efficient protection features of the Klimb platform.

## **IX - GENERAL PROVISIONS**

1. By requesting registration, making use of the services or formalizing any business transaction through the Klimb platform, the shopkeeper is expressing knowledge of all the provisions, the terms and directives of this document, stating expressly to know them and with them agree, without changes and / or restrictions.
2. In the event that the shopkeeper has any objection to any guidance, prediction, determination, item or provision of this document, including any subsequent changes, or if you are dissatisfied with the services offered or provided by the Klimb platform, you should immediately , terminate access and cease the use of the services, however, being bound to comply with all obligations assumed with advertisers
3. The brands of products offered on the Klimb platform, unless otherwise stated, are the property of the advertisers.
4. The Klimb platform's intellectual property rights, its contents, applications and systems belong to Klimb, unless otherwise expressly stated otherwise.
5. All elements found on the Klimb Platform are subject to intellectual rights in accordance with Brazilian laws and international treaties and conventions to which Brazil is a signatory. Signs, texts, graphic images, photos, sounds, music, videos, interactive and similar resources, brands, service marks and logos are understood as such.
6. The elements present on the Klimb platform are available to shopkeepers and advertisers exclusively to use the services offered by the platform. The use, commercialization, reproduction, modification, publication or distribution, in any way or form, of the information, technical materials and other contents existing in the platform Klimb, without prior and express authorization of the holder, according to the pertinent legislation.
7. The shopkeeper agrees not to circumvent, disable or in any way interfere with features and / or tools related to the functionality or security of the Klimb platform.
8. The shopkeeper declares to know and to have nothing to oppose the adoption, by Klimb platform, of a scoring system both in relation to shopkeepers and in relation to advertisers. Shopkeepers 'scores will be awarded, through tools available on the Klimb platform, by advertisers and advertisers' scores will be awarded by shopkeepers. Declares the merchant to register and formalize business through the platform Klimb that its classification, even being negative or indicating performance / performance of lesser competence, will not give you any right to compensation or compensation.
9. Through the information, technical materials and other content on the Klimb platform, Klimb

is not providing advice or guidance on the purchase of any product, nor promoting the private recommendation of any of the advertisers or shopkeepers who use the platform. The advertising space on the platform should be understood as a propaganda tool for those who contract the occupation of the space, and Klimb does not respond to the contents, products and negotiation conditions present in said advertisements.

10. Use of Cookies: In order to manage store accesses and store preferences, track information, select language, and more, Klimb may use cookies. These cookies: a) are small text files transferred, via server, to the hard disk and stored on the shopkeeper's computer; b) can collect information, such as date and time of access, browsing history, preferences and name of the shopkeeper; c) may be used independently of the tenant's registration; (d) be coded, so as to only allow interpretation of the information by Klimb; d) may have its use accepted or refused by the shopkeeper on your computer, regardless of any registration, setting your browser as you wish, and refusing to use cookies may interfere with the use of the Klimb Platform.
11. The communication between retailers and advertisers will be given: a) by Klimb platform; b) by electronic messages to be sent to the electronic address registered by the shopkeeper on the platform Klimb. The shoppers email address may also be used to send other types of communication, including Klimb newsletters, surveys, and special third-party promotion notices.
12. The advertisers present in Klimb platform are independent legal entities, do not have any type of legal bond, including corporate.
13. Klimb may, regardless of any notice or notification to the shopkeepers, transfer the rights deriving from this instrument, in whole or in part, to other companies, arising from corporate transactions, such as merger, acquisition, spin-off at any time, provided that current legislation is observed , regulations and standards.
14. The liberality of not enforcing any provisions of this document shall not imply a waiver of rights and may be required to be enforced at any time.
15. The unenforceability, invalidity or ineffectiveness of any provision of this instrument shall not affect its other provisions, which shall remain consistent and effective.
16. All operations formalized by protocol on the Klimb platform are governed by Brazilian law, regardless of the origin, domicile or nationality of the shopkeeper or the advertiser.
17. The rights and obligations of advertisers and shopkeepers who formalize the purchase and sale through the information obtained by Klimb platform and the procedures it provides are strictly identical to those arising from the ordinary legislation applicable to the business type.
18. The Central Forum of the District of Porto Alegre / RS is elected to settle any and all controversy arising from this instrument.