KYND WEB APP TERMS AND CONDITIONS

These Terms and Conditions, together with any and all other documents to which these Terms and Conditions refer, set out the terms of use under which you may use KYND ON, a service provided by KYND Ltd. (the "KYND Web App"). Please read these Terms and Conditions carefully and ensure that you understand them. You are required to accept these Terms and Conditions prior to using the KYND Web App. Ifyou do not agree to comply with and be bound by these Terms and Conditions, you may not access and use the KYND Web App.

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings

"KYND Content" means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on or forms part of, the KYND Web App and other KYND services, together with all analytical material, outputs, and reports generated by the KYND Web App, but excluding materials owned by a third party prior to such generation.

"User" means a user of the KYND Web App

"User Content" means the domain names, email addresses, and other data and information entered by a User into the KYND Web App or provided by a User to Us via the KYND Web App.

"We/Us/Our" means KYND Ltd, a private limited company registered in England under company number 10943213, whose registered office is at Unit 3-4, The Grain Store, 70 Weston Street, London, SE1 3QH

2. Access and Changes to the KYND Web App

2.1 Access to the KYND Web App requires your consent to these terms and conditions.

2.2 We may from time to time make changes to the KYND Web App:

(a) Minor changes may be required to make underlying technical alterations, for example, to fix an error or to improve a feature. We will inform you by email of any such changes (including, if applicable, anything that you need to do), however they will be unlikely to materially affect your use of the KYND Web App;

(b) Minor changes may also be made to reflect changes in the law or other regulatory requirements. We will inform you by email of any such changes (including, if applicable, anything that you need to do), however they will be unlikely to materially affect your use of the KYND Web App; and

(c) We will continue to develop and improve the KYND Web App over time, in some cases making significant changes to it. You will be kept informed of any and all such changes by email. We reserve the right to remove redundant versions or functionality at any time.

(d) We aim to ensure that the KYND Web App is available at all times. In certain limited cases, however, we may need to temporarily suspend availability to make certain changes outlined under sub-Clause (c). Unless We are responding to an emergency or an urgent issue, we will use reasonable endeavours to inform you in advance of any interruptions to the availability of the KYND Web App.

3. **Our Intellectual Property Rights**

3.1. We grant Users a limited, non-exclusive, revocable, worldwide, non-transferable, non-sub-licensable right to use the KYND Web App for business purposes only, subject to these Terms and Conditions.

3.2. The KYND Content and all Intellectual Property rights in and associated with the KYND Web App or other KYND applications and services (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in KYND Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All KYND Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

3.3. Subject to the licence granted by each User to Us under sub-Clause 6.2, each User retains the ownership of copyright and other intellectual property rights in its User Content (subject to any third-party rights in that User Content and the terms of any licence under which you use such User Content).

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3.4. By accepting these Terms and Conditions, you hereby undertake:

(a) Not to copy, download or otherwise attempt to acquire any part of the KYND Web App;

(b) Not to disassemble, decompile, or otherwise reverse engineer the KYND Web App;

(c) Not to allow or facilitate any use of the KYND Web App that would constitute a breach of these Terms and Conditions; and

(d) Not to embed or otherwise distribute the KYND Web App on any website or other service.

4. **Links to KYND Web App**

4.1. You may link to the KYND Web App provided that:

(a) You do so in a fair and legal manner;

(b) You do so solely from an email address or other website that is directly linked to and forming part of your business;

(c) You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

(d) You do not use any of Our logos or trade marks (or any others displayed on KYND Web App) without Our express written permission; and

(e) You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

2. You may not link to KYND Web App from any website which contains material that:

(a) Is sexually explicit;

(b) Is obscene, deliberately offensive, hateful or otherwise inflammatory;

(c) Promotes violence;

(d) Promotes or assists in any form of unlawful activity;

(e) Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

(f) Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

(g) Is calculated or is otherwise likely to deceive another person;

(h) Is designed or is otherwise likely to infringe (or threaten to infringe) another person's privacy;

(i) Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive;

(j) Implies any form of affiliation with Us where none exists;

(k) Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks, patents and database rights) of any other party; or

(l) Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

5. **Links to Other Content**

We may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, this content is not under Our control. We neither assume or accept responsibility or liability for such third party content. The provision of a link by Us is for reference only and does not imply any endorsement of the linked content or of those in control of it.

6. **User Content**

6.1 You agree that you will be solely responsible for any and all User Content that you enter into the KYND Web App. Specifically, you agree, represent and warrant that you have the right to enter the User Content and the right to use all materials of which it is comprised, that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 7, and that it may lawfully be used by KYND for the purposes of performing its services to you.

6.2 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. By entering User Content, you grant Us an unconditional, non- exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content solely for and limited to the purposes of operating and delivering the KYND Service and subject to maintaining confidentiality of the User Content. If you wish to remove User Content, you may do so by sending to us an email requesting such removal which will do within no later than 7 days of receipt. Removing User Content also revokes the licence granted to Us to use that User Content under this Clause 6.2. You acknowledge, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).

6.3 We may reject, reclassify, or remove any User Content entered into the KYND Web App where that User Content, in Our sole opinion, violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

6.4 Other than User Content that needs to be retained pursuant to legal or regulatory requirements, We will return or destroy User Content upon request.

7. **Acceptable Usage Policy**

7.1 You may use the KYND Web App only in a manner that is lawful and that complies with the provisions of this Clause 7. Specifically:

(a) You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;

(b) You must not use KYND Web App in any way, or for any purpose, that is unlawful or fraudulent;

(c) You must not use the KYND Web App to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and

(d) You must not use the KYND Web App in any way, or for any purpose, that is intended to harm any person or persons in any way.

7.2. We reserve the right to suspend or terminate your access to the KYND Web App if you materially breach the provisions of this Clause 7 or any of the other provisions of these terms and conditions. Specifically, We may take one or more of the following actions:

(a) Suspend, whether temporarily or permanently, your right to access the KYND Web App (for more details regarding such cancellation, please refer to sub-Clause 7.9);

(b) Issue you with a written warning;

(c) Take legal proceedings against you for reimbursement of any and all relevant costs, losses and liabilities resulting from your breach;

(d) Take further legal action against you as appropriate;

(e) Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or

(f) Any other actions which We deem reasonably appropriate (and lawful).

We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

8. **Our Liability**

8.1. We accept no liability for any foreseeable loss arising from breach of contract, tort (including negligence), or breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) the KYND Web App, any information produced by or resulting from use of the KYND Web App, or the use of or reliance upon any KYND Content or User Content included in or resulting from your use of the KYND Web App.

8.2. To the fullest extent permissible by law, we accept no loss or damage that is not foreseeable.

8.3. To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the KYND Web App or any KYND Content included in the KYND Web App or that may result from your use of the KYND Web App.

8.4. We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

8.5. We exercise all reasonable skill and care to ensure that the KYND Web App is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the KYND Web App or any other website or service that We may provide a link to.

8.6. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the KYND Web App resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

8.7. Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

9. **Confidentiality**

9.1. Each party shall:

(a) treat as strictly confidential all confidential or proprietary information received or obtained as a result of entering into the Terms and Conditions and/or the use of the KYND Web App which relates to the other party and/or any member of its group, or the business, finance or other affairs of the other party, which in the case of the Users shall include the User Content; and

(b) apply to same degree of protection to the other party's confidential information as it applies to its own confidential information.

9.2. Either party may disclose confidenital information of the other partyif and to the extent the disclosure is:

(a) approved by the other party in writing in advance;

(b) required by the law of any relevant jurisdiction or a court of competent jurisdiction;

(c) lawfully required by any regulatory or governmental body to which either party is subject; or

(d) information which has already come into the public domain through no breach of confidence.

9.3 Following a User's ceasing to use the KYND Web App, upon request, each party will return or destroy all confidential information of the other party in its possession, except for confidential information that needs to be retained pursuant to legal or regulatory requirements.

10. Viruses, Malware and Security

10.1. We exercise all reasonable skill and care to ensure that the KYND Web App is secure and free from viruses and other malware. We do not, however, guarantee that the KYND Web App is secure or free from viruses or other malware and accept no liability in respect of the same.

10.2. You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.

10.3. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via the KYND Web App.

10.4. You must not attempt to gain unauthorised access to any part of the KYND Web App, the server on which the KYND Web App is stored, or any other server, computer, or database connected to the KYND Web App.

11. Privacy and Cookies

In addition to the cofidentiality and data protectioin provisions set forth herein, the Use of the KYND Web App is also governed by Our **Privacy and Cookie Policy** (https://kynd.io/privacy-policy/). This policy is incorporated into these Terms and Conditions by this reference.

12. Data Protection

12.1. All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with the provisions of all applicable data protection and privacy laws, including the EU General Data Protection Regulations (GDPR) and the UK GDPR, and your rights and Our obligations under all such applicable laws and regulations.

12.2. We may use your personal information to:

(a) Reply to any communications that you send to Us;

(b) Send you important notices, and to comply with Our obligations to you in accordance with these Terms and Conditions;

(c) Operate the KYND Web App and create KYND Content ;

(d) Otherwise use such information in accordance with Our Privacy and Cookies Policy.

(e) We will not pass your personal information on to any third parties without first obtaining your express permission to do so.

13. **Communications from Us**

We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, alerts and warnings, service changes, changes to these Terms and Conditions, and changes to the KYND Web App.

14. **Other Important Terms**

14.1. Wemay transfer (assign) Our obligations and rights underthese Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

14.2. You may not transfer (assign) your obligations and rights under these Terms and Conditions without Our express written permission.

14.3. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

14.4. No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15. **Changes to these Terms and Conditions**

15.1. We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of the KYND Web App after the changes have been implemented and notified to you by email.

15.2. Subject to clause 15.1, in the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

16. **Contacting Us**

To contact Us, please email Us at info@kynd.io or by using any of the methods provided on Our contact page at https://www.kynd.io/contact/.

17. **Law and Jurisdiction**

The domicile of the User will determine the law that will apply in any dispute or lawsuit arising out of or in connection with these Terms and Conditions, and the courts that will have jurisdiction over any such dispute or lawsuit, as set out in the table below.

Customer Location	***Governing Law and Jurisdiction***
North America	Laws of Delaware Jurisdiction in Delaware
United Kingdom and European Union	Laws of England and Wales Jurisdiction in London