

TERMS OF SERVICE
Last Modified: April 01, 2023

Introduction

These Terms of Service (this “**Agreement**”) is a legal agreement between you (“**you**” or “**your**”) and Kabila, Inc (“**Company**,” “**we**,” “**our**” or “**us**”) for use of the Kabila – Find your co-founder mobile application, the servers used by the application, the computer files stored on such servers, and all related services, and all related services, features, and content offered by the Company (collectively, the “**App**”). Company and you may each be referred to as a “**Party**” or collectively referred to as the “**Parties**”.

IMPORTANT NOTICES

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

These Terms Set Forth a Legally Binding Agreement

Please read this Agreement very carefully before accessing or using our App. By using/ continuing to use our App, you acknowledge you have read and understand and agree to be bound by the Agreement, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. Please print a copy of this Agreement for your records. If you do not agree to all the terms and conditions of this Agreement, then you may not access or use the App. If this Agreement is considered an offer, acceptance is expressly limited to this Agreement.

Eligibility to Use the App

The App is intended for persons eighteen (18) years or older. Persons under the age of eighteen (18) should not access, use, and/or browse the App. You represent and warrant that you are over the age of eighteen (18) and have the capacity and authority to bind yourself to the terms of this Agreement and agree to be bound by the terms of this Agreement. You represent and warrant that you (1) have all necessary rights, power, and authority to agree to this Agreement and perform your obligations hereunder, and (2) nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation.

Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use, store, and disclose your personal information (“**Privacy Policy**”).

1. THE APP

The App provides you with a matching tool that allows you to view other potential co-founders. Kabila allows you to view other users by using certain search criteria. Kabila also allows you to interact and communicate with other users.

WARRANTY DISCLAIMER

YOU EXPRESSLY AGREE THAT THE USE OF, OR INABILITY TO USE, THE APP IS AT YOUR SOLE RISK. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT COMPANY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS MEMBERS. COMPANY IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY MEMBER ON OR OFF THE APP. YOU AGREE TO USE CAUTION IN ALL INTERACTIONS WITH OTHER MEMBERS, PARTICULARLY IF YOU DECIDE TO COMMUNICATE OFF THE APP OR MEET IN PERSON. YOU AGREE THAT YOU WILL NOT PROVIDE YOUR FINANCIAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION), OR WIRE OR OTHERWISE SEND MONEY TO OTHER MEMBERS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE APP, OR THE CONTENT OF ANY THIRD-PARTY WEBSITES OR SERVICES LINKED TO OR INTEGRATED WITH OUR APP. WE DO NOT REPRESENT OR WARRANT THAT (1) YOUR USE OF OUR APP WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (2) ANY ERRORS IN THE APP WILL BE CORRECTED, (3) THE QUALITY OF THE APP, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS, (4) THE APP WILL BE FREE OF ANY WORMS OR VIRUSES OR ANY CODE OF A MALICIOUS AND/ OR DESTRUCTIVE NATURE, OR (5) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP WILL BE ACCURATE OR RELIABLE.

COMPANY AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (2) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE APP OR CONSUMPTION OF ANY CONTENT; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (4) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE APP; (5) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE APP; (6) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A

RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE APP; OR (7) LOSS OR DAMAGED CAUSED BY ANOTHER USER'S VIOLATION OF THIS AGREEMENT.

2. USER ACCOUNT; ACCOUNT SECURITY

2.1. Account Registration. You are required to create an account in order to use the App (“Account”), which can be done by completing the registration process in the App. You agree that all information provided by you is accurate, full, complete, and up to date at all times. Any registration is solely for you and you may only use one single Account. You may not use the Accounts of others, or allow others to use your Account, and you are solely responsible for preventing such unauthorized use of your Account.

2.2. Consent to Receive Electronic Communications. By creating an Account, you consent to receive electronic communications from Company (e.g., via email). These communications may include notices about your Account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys, and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

2.3. Account Security. You acknowledge that you shall be held solely responsible and solely liable for anything that occurs in your Account and any activity resulting from your Account. You agree that we rely on the user ID and password protection format to confirm whether users accessing and using our App are authorized to do so. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Account. It is your sole responsibility to (i) control the dissemination and use of user ID and password, and (ii) authorize, monitor, and control access to and use of your Account and password. You shall notify us immediately if you suspect or become aware that your Account is being used without authorization or of any other breach of security. We strongly recommend having a complex password, which should be kept secure at all times. You are also encouraged to change your password regularly.

If you wish to either change your user ID or password to log-in to your Account, or cancel and remove your Account, please send us an e-mail of your request to support@joinkabila.com. Your Account will terminate within reasonable time following your request, and from that date of termination you will no longer be able to access your Account.

2.4. User is Responsible for Equipment and Software to Connect to the App. You must provide all equipment and software necessary to connect to the App. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the App.

2.5. Errors, Inaccuracies and Omissions. Occasionally there may be information on the App that contains typographical errors, inaccuracies, or omissions that may relate to the App's

descriptions, information, materials, pricing, promotions, and offers. We reserve the right, without prior notice, to (i) correct any errors, inaccuracies, or omissions, and (ii) change or update information or cancel orders, if any information in the App or on any related website is inaccurate at any time (including after you have submitted an order).

We undertake no obligation to update, amend, or clarify information in the App or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the App or on any related website, should be taken to indicate that all information in the App or on any related website has been modified or updated.

3. CONSENT TO USE OF INFORMATION

When creating an Account and using the App, you will be asked to provide certain personal information. By providing such personal information, you agree to the terms of our Privacy Policy and expressly consent to Company's collection, storage, use, and disclosure of your personal information in accordance with the Privacy Policy.

By creating an Account, you grant to Company a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify, reformat, incorporate into other works, advertise, distribute, and otherwise make available to the general public information you authorize us to access from third parties such as LinkedIn, Google, or Apple, as well as any information you post, upload, display or otherwise make available (collectively, "post") on the App or transmit to other members (collectively, "**Your Content**"). By uploading Your Content on the App, you represent and warrant to us that you have all necessary rights and licenses to do so. You agree that Your Content that you place or that you authorize us to place on the App may be viewed by other members and may be viewed by any person visiting or participating in the App. Company cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the App.

We may derive and compile, either manually or automatically, anonymized and aggregated data related to the performance, operation, and use of the App ("**Statistical Information**") including by you, and use such Statistical Information for our business purposes, including for operations management, for research and development, and for sharing with relevant parties. We own the rights in and to such Statistical Information.

LICENSE GRANT; USE RESTRICTIONS

3.1. License Grant. Subject to your compliance with this Agreement, during the term of this Agreement Company grants you a limited worldwide, revokable, non-exclusive, non-transferable, non-sublicensable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. Company reserves all rights in and to the App not expressly granted to you under this Agreement.

3.2. Use Restrictions. There is certain conduct which is strictly prohibited when using the App. Except as expressly permitted in this Agreement, you (i) may not make available or use the App for the benefit of any third party, including, but not limited to, as a service bureau; (ii) may not sell, resell, license, sublicense, transfer, distribute, make available, rent or

lease the App, or exploit the App for any commercial purposes; (iii) may not use the App to store or transmit any illegal, immoral, unlawful, and/or unauthorized materials or interfere with or violate a third party's rights to privacy and other rights, or harvest or collect personally identifiable information about third parties without their express consent; (iv) may not use the App to transmit or otherwise make available any malicious code, including any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program; (v) may not interfere with or disrupt the integrity, performance, or operation of the App or any part thereof; (vi) may not attempt to gain unauthorized access or bypass any measures imposed to prevent or restrict access to the App; (vii) may not use or take any direct or indirect action that imposes or circumvents any usage limits; (viii) may not copy (except for making a reasonable number of copies for backup or archival purposes), modify, distribute, create derivative works, translate, port, reverse engineer, decompile, or disassemble any portion of the App, or any material that is subject to our proprietary rights or use any of the foregoing to create any software or service similar to the App; (ix) may not use any information or materials of any user or other third party appearing on or through the App, without our prior written consent; (x) may not misrepresent or impersonate any person or provide inaccurate Account information; or (xi) use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the App or its contents. Any breach of this Agreement by you, as shall be determined in our sole discretion, may result in the immediate suspension or termination of your Account.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. *Intellectual Property Ownership.*

- (i) All content on the App (including, for example, text, designs, graphics, logos, icons, images, audio clips, downloads, interfaces, Information, code and software, and the selection and manner of compilation and presentation) (collectively, the "**Content**"), is owned by Company, our content providers, or our licensors (as applicable), and may be protected by copyright, trademark, and other applicable laws. Company, our content providers, or our licensors (as applicable) retain full and complete title to and reserve all rights in the Content on the App, including all associated intellectual property rights. Company neither warrants nor represents that your use of Content on the App will not infringe rights of third parties.
- (ii) You may access the App only for your permitted use under this Agreement, and you may not modify or delete any copyright, trademark, or other proprietary notice relating to any Content you access. Your access to and use of the App does not grant you any license or right to use any trademark, logo, or service mark displayed on the App. You agree not to display or use in any manner the Company marks without Company's advance written permission.
- (iii) All software used in connection with the App is the property of Company or our licensors and protected by United States and international copyright laws, and subject to separate license terms, in which case those license terms will govern

such software. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the App, use of the App or access to the App, or any contact on the App through which the App is provided, without express written permission by us.

- (iv) All rights not expressly granted herein are reserved by Company, our affiliates, and licensors. You agree to abide by all additional restrictions displayed on the App, and as they may be updated from time to time.

4.2. Feedback. By sending us any feedback, comments, questions, ideas, proposals, or suggestions concerning Company or the App whether online, by email, by postal mail, or otherwise (collectively, “**Feedback**”), you represent and warrant (i) that you have the right to disclose the Feedback, (ii) that the Feedback does not violate the rights of any other person or entity, including, but not limited to, intellectual property rights, such as infringing a copyright, trademark, or patent; violating a right of privacy, attribution or withdrawal; or otherwise misappropriating a trade secret, and (iii) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (a) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (b) acknowledge that we may have something similar to the Feedback already under consideration or in development, and (c) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license, under all intellectual property rights, to use, make, have made, incorporate into the App, modify, copy, display, perform, distribute, prepare derivative works, publish, distribute, and sublicense the Feedback, without any credit or compensation to you. This Feedback section shall survive any termination of your Account or any aspect of the App.

5. THIRD PARTY SERVICES AND WEBSITES

Certain information, content, products, and services available via the App may include materials from third-parties or provide you with access to third-party tools, products, and resources over which we neither monitor nor have any control nor input. Further, third-party links on the App may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of any third-party materials or websites, or for any other materials, products, or services of third parties. The views expressed in third-party materials, websites, resources, products, or services are those of such third-party, and do not necessarily reflect our views.

You acknowledge and agree that we provide access to such materials, products, websites, tools, and resources “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We do not warrant and will not have any liability or responsibility arising from or relating to third-party materials, websites, tools, products, and resources. Any use by you of third-party materials, tools, products, services, and resources offered through the App is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which such items are provided by the relevant third-party provider(s).

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand

them before you engage in any transaction. You may not use third-party content without that third-party's permission, or as otherwise allowed by law. Complaints, claims, concerns, or questions regarding third-party products or services should be directed to the applicable third-party.

6. TERMINATION

If you wish to terminate this Agreement you may do so at any time for any reason or without reason by ceasing use and deleting your Account. Deleting your Account can either be done by submitting an account deletion within account settings or by sending an email directly at support@joinkabila.com with a specific request which will require us to authenticate the request. Thereafter you shall not be able to use the App until you renew your registration to the App. Cancelling your Account may cause the loss of certain information you provided us and/or the capacity of your Account. We do not accept any liability for such loss. Termination of your Account shall not relieve you of your obligations to pay amounts accrued or owing, nor affect any legal rights or obligations which may have arisen under the Agreement prior to or at the date of termination. We may terminate, limit, or suspend your access to all or any part of your Account at any time, with or without cause, or with or without notice, effective immediately, and such termination may result in the destruction of all information and data associated with your use of the App.

Upon termination of your Account: (i) all rights granted to you hereunder will automatically terminate, and (ii) you must immediately cease all use of the App.

7. PAYMENT

7.1. Fees. Company offers certain enhanced features of the App which you can purchase as a monthly subscription ("**Subscription**"). A description of features associated with Subscriptions is available via the App.

7.2. Payment Processors. Company uses third-party providers (i.e., Stripe) to securely store your payment card information and process your payments ("**Payment Processors**"). When you purchase a Subscription or otherwise make an order through the App (a "**Transaction**"), our Payment Processors may ask you to supply additional information relevant to your Transaction, such as your credit card number, the expiration date of your credit card, and your address(es) for billing (such information, "**Payment Information**"). You will provide all Payment Information directly to our Payment Processors. You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. The amounts due and payable by you for a Transaction will be presented to you before you place your order. If you choose to initiate a Transaction via the App, you agree (i) to pay the applicable fees and any taxes; (ii) that our Payment Processors may charge your credit card or third party payment processing account, including, but not limited to, your account with the third party app store or distribution platform (like the Apple App Store, Google Play or the Amazon Appstore) where the App is made available (each, an "**App Provider**"), for verification, pre-authorization and payment purposes; and (iii) to bear any additional charges that your App Provider, bank or other financial service provider may levy on you as well as any taxes or fees that may apply to your order. You'll receive a confirmation email after we confirm the payment for your order. Your order is not binding on Company until accepted

and confirmed by Company. All payments made are non-refundable and non-transferable except as expressly provided in this Agreement.

- 7.3. *Transaction Cancellation; Verification.*** Company reserves the right to not process or to cancel your Transaction in certain circumstances, for example, if your credit card is declined, if we suspect the request or Transaction is fraudulent, or in other circumstances Company deems appropriate in its sole discretion. Company also reserves the right, in its sole discretion, to take steps to verify your identity in connection with your Transaction. You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). Company will either not charge you or refund the charges for Transactions that we do not process or cancel.
- 7.4. *Fee Disputes.*** If you have any concerns or objections regarding charges, you agree to raise them with us first and you agree not to cancel or reject any credit card or third-party payment processing charges unless you have made a reasonable attempt at resolving the matter directly with Company.
- 7.5. *Chargebacks.*** We may institute a chargeback policy as we deem appropriate in the event that you or your bank does not honor a payment obligation or if our Payment Processors question our ability to collect funds from you. As part of such chargeback policy, we may in our sole discretion suspend, terminate, or otherwise limit your ability to use the App or otherwise take any action we or our Payment Processors deem necessary.
- 7.6. *Changes to Price Terms for Subscriptions.*** Company reserves the right to change its pricing terms for Subscriptions at any time, in which case Company will notify you in advance of such changes becoming effective. Changes to the pricing terms will not apply retroactively and will only apply for Subscription renewals after such changed pricing terms have been communicated to you and/or the general public. If you do not agree with the changes to Company's pricing, you may choose not to renew your Subscription in accordance with the section "How to Cancel Your Subscription."
- 7.7. *How to Cancel Your Subscription.*** All amounts are payable and charged at the beginning of the Subscription and, because each such Subscription renews automatically for an additional period equal in length to the expiring Subscription term until you cancel it, at the time of each renewal until you cancel, using the Payment Information you have provided. You must cancel your monthly or yearly Subscription before it renews to avoid the billing of the fees for the next Subscription period. If you purchase your Subscription via an App Provider, you can cancel the renewal of your subscription at any time with the App Provider. You will not receive a refund for the fees you already paid for your current Subscription period and you will continue to receive the App ordered until the end of your current Subscription period.
- 7.8. *Future Functionality.*** You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Company regarding future functionality or features.

8. INDEMNIFICATION

- 8.1. *Indemnification.*** You agree to indemnify, defend, and hold Company and its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers,

subcontractors, suppliers, interns, and employees, harmless from and against any and all losses, claims, damages, judgments, demands, actions, proceedings, investigations (whether formal or informal), or expenses (including reasonable attorneys' fees), or threats thereof, due to, arising out of or relating to (i) your breach of this Agreement or the documents incorporated herein by reference or hyperlink, (ii) your violation of (a) any law or regulation, or (b) the rights of a third-party, or (iii) your use of the App.

8.2. Indemnification Procedures. In the event of such a claim, suit, or action, we will attempt to provide you notice of the claim, suit, or action at the contact information we have for your Account on file (provided, that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder). Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, this Agreement, or your access to the App, including the purchase or use of any benefits through the App.

9. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, AFFILIATES, AGENTS, CONTRACTORS, REPRESENTATIVES, INTERNS, SUPPLIERS, SERVICE PROVIDERS, APP PROVIDERS, OR LICENSORS BE RESPONSIBLE FOR ANY LOSS INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUES, OR FINANCIAL LOSSES, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT OR THE APP, OR FOR ANY DAMAGES RELATED TO THE LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL THE MAXIMUM TOTAL LIABILITY OF COMPANY AND ITS AFFILIATES, FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ACCESS TO AND USE OF THE APP, EXCEED THE LESSER OF (1) \$100 OR (2) TO THE TOTAL AMOUNT YOU PAID TO COMPANY IN FEES OVER THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

Some jurisdictions do not allow the exclusion of certain warranties and limitations of liability provided in this Section. If you are in such a jurisdiction, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted by applicable law.

10. DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”)

Company respects the intellectual property rights of others. It is our policy to respond promptly to any claim that Content infringes the copyright or other intellectual property rights of any person. Company will use reasonable efforts to investigate notices of alleged infringement and

will take appropriate action in accordance with the DMCA and this Agreement. If you believe that your copyrighted work is infringed by Content, please provide a written DMCA notice to Company at: support@joinkabila.com

10.1. Filing a DMCA “Take Down” Notification. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a take-down notification (“**Take-Down Notification**”) pursuant to the DMCA by providing us with the following information in writing (see 17 U.S.C. § 512 for further detail):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works, a representative list of such works in the App;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; ****Providing URLs or other similar specific location markers in the body of your DMCA notification is the best way to help us locate content quickly****
- (iv) Information reasonably sufficient to permit us to contact you (the complaining party), such as an address, telephone number, and electronic mail address at which you (the complaining party) may be contacted;
- (v) A statement that you (the complaining party) have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you (the complaining party) are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- (vii) ******(Optional) Provide information, if possible, sufficient to permit us to notify the user(s) who posted the content that allegedly contains infringing material.

Any person who knowingly materially misrepresents that content or an activity is infringing or that any material or activity was removed or disabled by mistake or misidentification, shall be liable to us and possibly others for any damages, including costs and attorneys’ fees incurred by us in removing or disabling access to the material or activity claimed to be infringing or in replacing the removed material or enabling access to it.

11. DISPUTE RESOLUTION

11.1. Mandatory Arbitration of Disputes. We each agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof or the use of the App (collectively, “**Disputes**”) will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Company agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Agreement, and that you and Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement.

- 11.2. *Exceptions.*** As limited exceptions to Section 13.1. above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our respective intellectual property rights.
- 11.3. *Conducting Arbitration and Arbitration Rules.*** The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Agreement. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other Party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.
- 11.4. *Arbitration Costs.*** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and each Party shall bear its own costs and expenses of arbitration, including legal fees.
- 11.5. *Injunctive and Declaratory Relief.*** Except as provided in Section 13.2. above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either Party and may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The Parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- 11.6. *Class Action Waiver.*** YOU AND COMPANY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the Parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

12. MISCELLANEOUS

- 12.1. *Entire Agreement.*** This Agreement, our Privacy Policy and any other policies or operating rules posted by us on the App or in respect to the App constitute the complete and exclusive agreement and understanding between you and us related to the App, and supersedes any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Agreement). Any ambiguities in the interpretation of this Agreement shall not be construed against the drafting party.
- 12.2. *Changes to the App; Changes to the Terms of Use.***
- (i) Changes to the App; Automatic Updates. Company may from time to time in its sole discretion develop and provide App updates, which may include upgrades, bug fixes,

patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Additionally, Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.

Based on your mobile device settings, when your mobile device is connected to the internet either: (i) the App will automatically download and install all available Updates; or (ii) you may receive notice of or be prompted to download and install available Updates. In such event that your mobile device does not automatically download and install all available Updates, you agree to promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You give us permission to download and install Updates to the App on your device. This permission can be revoked at any time by deleting the App from your device.

- (ii) Changes to the Terms of Use. We reserve the right, at our sole discretion, to update, change, modify, or replace any part of this Agreement by posting updates and changes on the App. We may elect to notify you of such changes by mail, email, posting of modified the Agreement, or some other similar manner. However, it is your responsibility to check the App regularly for changes to this Agreement. Your continued use of or access of the App following the posting of any changes to this Agreement constitutes acceptance of those changes.

12.3. *Governing Law.* This Agreement and all disputes arising out of or relating to the Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York in the United States, without regard to its conflict of laws principles. The Parties acknowledge and agree that any and all disputes will be resolved exclusively in a venue with appropriate jurisdiction in New York, New York.

12.4. *Severability.* In the event that any provision of this Agreement is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

12.5. *Waiver.* No delay or omission by us in exercising any rights or remedies thereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy by us shall not preclude further exercise or any right or remedy by us. No waiver by us shall be valid unless in writing signed by us.

12.6. *Survival.* Upon termination, all provisions of this Agreement, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnification, and limitations of liability.

12.7. Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, without notice to you.

12.8. Headings. The headings used in the Agreement are included for convenience only and will not limit or otherwise affect this Agreement.

13. USAGE RULES; PRODUCT CLAIMS. Since you are downloading the App from an App Provider your use of the App may also be governed by usage rules which the App Provider may have established, and which relate to your use of the App (“**Usage Rules**”). In addition to the Usage Rules specified in this Section below, it is your responsibility to determine what other Usage Rules are applicable to your use of the App. You undertake to comply with all Usage Rules applicable to your use of the App and these are incorporated herein by reference.

Where any terms set out under in this Agreement are less restrictive than, or otherwise are in conflict with, applicable terms of the App Providers (including Apple’s usage rules set forth in Apple’s App Store Agreement), the terms of the applicable App Provider will prevail. We acknowledge and you acknowledge and agree that the App Provider(s) (and the App Providers’ subsidiaries) are third party beneficiaries of this Agreement and that, upon your acceptance of this Agreement, they will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereto.

If you accessed or downloaded the App from the Apple App Store, then you agree to use the App only: (1) on an Apple-branded product or device that runs iOS (Apple’s proprietary operating system software); and (2) as permitted by the “Usage Rules” set forth in Apple’s App Store Agreement.

Subject to the terms of this Agreement, if you accessed or downloaded the App from an App Provider, then you acknowledge and agree that:

- (i) This Agreement is between you and Company, and not with any App Provider, and that, as between Company and the App Provider, Company, is solely responsible for the App.
- (ii) App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- (iii) In the event of any failure of the App to conform to any applicable warranty, you may notify App Provider and App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure of an App to conform to any warranty will be the sole responsibility of Company to the extent set forth in this Agreement.
- (iv) App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- (v) In the event of any third-party claim that the App or your possession and use of the App infringes a third party’s intellectual property rights, to the extent required by this

Agreement, Company will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

- (vi) You must also comply with all applicable third-party agreements when using the App.
- (vii) You agree to comply with all applicable U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto, nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App you represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties, including without limitation, the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List.

14. CONTACT US.

Comments, questions, and concerns about the Agreement should be sent to us at 10292 Quadrant Ct, Alpharetta, GA 30022 or email at support@joinkabila.com