

Kikoent

Terms of Use

Welcome to our mobile application Kiko Enterprise/Kiko ENT. (the "App") and our website www.kikoent.com (the "Website" or "Platform"), owned and operated by D3tail Hub LLC\DBA Kiko Enterprises, hereafter collectively referred to in these Terms of Use as "Kikoent", "us", "our" or "we". Unless otherwise specified, all references to our services (the "Service") include the content, tools (including a Customer Relations Management tool), software (including our App software), services and products available through the Kikoent App and Website. The term "user", "you" or "your" refers to the user of our Website, App and our Service including, but not limited to, mobile vehicle detailers, physical detailing shops, mobile car washers and physical car washing facilities (the "Detailer"), the detailing customers (the "Customer") and visitors that do not register for an account. The following Terms of Use are a legally binding contract between you and Kikoent regarding your use of the Service.

Please read the following Terms of Use ("Terms" or "Agreement") carefully before accessing or using any of the Services. Each time you access or use our Services or purchase something through our Services, you, and if you are acting on behalf of a third party, such third party, agree to be bound by these Terms of Use and our Privacy Policy whether or not you register with us. If you do not agree to be bound by all of these Terms, you may not access or use our Service. Kikoent may change this Agreement at any time by posting an updated Terms of Use on this Website. If any amendment to these Terms is unacceptable to you, you shall cease using the Website or the App; otherwise you will be constructively deemed to have accepted the changes.

In addition, certain areas of the Service may be subject to additional Terms and Conditions that we have made available for your review. By using such areas, or any part thereof, you are expressly indicating that you have read and agree to be bound by the additional Terms and Conditions applicable to such areas. In the event that any of the additional Terms and Conditions governing such area conflict with these Terms, the additional Terms and Condition will control.

PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER PROVISIONS IN THE DISPUTE RESOLUTION SECTION OF THESE TERMS. IT AFFECTS HOW DISPUTES ARE RESOLVED. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT, INCLUDING THE DISPUTE RESOLUTION, ARBITRATION PROVISIONS AND CLASS ACTION WAIVER AND ACCEPT ALL OF THE TERMS. YOU MAY NOT USE OR ACCESS OUR PLATFORM IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IMPORTANT DISCLAIMER

BY USING THIS PLATFORM YOU ACKNOWLEDGE, AND AGREE THAT USERS (VEHICLE DETAILERS AND CUSTOMERS) USING OUR PLATFORM ARE INDEPENDENT CONTRACTORS AND THAT KIKOENT IS NOT A PARTY TO ANY ENGAGEMENT, AGREEMENT, ARRANGEMENT, JOB, SERVICE, EMPLOYMENT, ASSIGNMENT OR TRANSACTION BETWEEN USERS OF OUR PLATFORM. NO AGENCY, PARTNERSHIP, JOINT VENTURE, OR EMPLOYMENT RELATIONSHIP BETWEEN KIKOENT AND ANY DETAILER, CUSTOMER OR OTHER USER OF OUR SERVICES IS CREATED AS A RESULT OF THESE TERMS OF USE OR ANY USER'S ACCESS TO, OR USE OF, ANY PART OF THE PLATFORM.

KIKOENT DOES NOT RECOMMEND OR ENDORSE ANY DETAILER, CUSTOMER OR OTHER USERS OF OUR SERVICES AND HAS NO CONTROL OF THE SERVICES PROVIDED BY DETAILERS; OR THE PAYMENT FOR THE SAME BY THE

CUSTOMER. IT IS WITHIN THE SOLE AND ABSOLUTE DISCRETION OF THE USERS OF OUR SERVICES TO ENGAGE ONE ANOTHER. YOU SHOULD ALWAYS EXERCISE RESPONSIBILITY, DUE DILIGENCE AND CARE WHEN DECIDING WHETHER TO ENGAGE OR HAVE ANY INTERACTION, OR TRANSACT BUSINESS WITH ANY OTHER USER AS A DETAILER OR AS A CUSTOMER.

YOU AGREE THAT THE USE OF OUR SERVICES IS AT YOUR SOLE RISK AND BY USING THE PLATFORM, YOU UNDERSTAND AND AGREE THAT ANY LEGAL REMEDY OR RECOVERY THAT YOU SEEK TO OBTAIN FOR ACTIONS, OMISSIONS, DAMAGES OR LOSSES CAUSED BY OTHER USERS OR OTHER THIRD PARTIES WILL BE LIMITED TO A CLAIM AGAINST THOSE PARTICULAR INDIVIDUAL USERS OR OTHER THIRD PARTIES AND NOT KIKOENT. YOU AGREE NOT TO ATTEMPT TO IMPOSE ANY LIABILITY ON, OR SEEK ANY LEGAL REMEDY FROM KIKOENT WITH RESPECT TO SUCH ACTIONS, OMISSIONS, DAMAGES OR LOSSES CAUSED BY OTHERS.

FURTHERMORE, YOU HEREBY AGREE THAT KIKOENT SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES TO YOU RESULTING FROM YOUR USE OF OUR DIRECTORY, PLATFORM OR ANY INTERACTION, ENGAGEMENT OR TRANSACTION WITH ANOTHER USER BY REASON OF YOUR ACCESS TO, AND USE OF, OUR DIRECTORY, PLATFORM OR SERVICES.

1. Eligibility for Our Service

- a. By using our Services, you represent and warrant that you have attained the age of majority where you reside (18 years of age in most jurisdictions) and are otherwise capable of entering into binding contracts including this Agreement. Persons who are at least 13 years of age but under the age of majority may only use our Services with legal parental or guardian consent. Accordingly, you agree that you are at least the age of majority or older, or have received legal parental or guardian consent from someone fully able and competent to enter into the terms, conditions, representations and warranties set forth in the Terms.
- b. If you are using our Services on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.
- c. Kikoent reserves the right to request documented proof of your compliance with these terms of eligibility.

2. Our Service

- a. Kikoent provides a mobile application for vehicle Detailers, and Customers that seek to hire a Detailer, to connect for the purpose of engaging the Detailer for their services. Customers will be able to book a Detailer (mobile or physical shop) of their choice, pick a service or a package of services they offer and request an appointment (Date/time). The Detailer can accept or suggest a new appointment time depending on their availability. Once the appointment is confirmed payment for the Detailers services will be processed. If the Detailer is mobile rather than a physical shop, they will receive the Customer's address or other location information to meet and perform the service(s).
- b. Kikoent's content, Services and products available in, or through our App and Website are for your personal use only. You may not sell or resell any of the Kikoent content, Services, software or products we provide to you or which you otherwise receive from us.
- c. Any modifications and new features added to the Service are also subject to this Agreement.
- d. Kikoent reserves the right to modify or discontinue the Service or any feature or functionality thereof at any time without notice to you. All rights, title and interest in

and to the Service and its components (including all intellectual property rights) will remain with and belong exclusively to Kikoent.

3. Accounts and Registration

- a. To access some features of the Service you may be required to register for an account. When you register for an account, you will be required to provide us with some information about yourself (such as your name, date of birth, e-mail address, physical address, phone number or other personal information). Detailers on our Platform may also be required to provide, without limitation, your business entity information, a driver license, picture ID, and information regarding any certification, licenses or registrations you hold. Some of this information may be of a confidential nature and may include personal identifying information (all "Your Information").
- b. If you provide Your Information to us then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity. You also agree to keep Your Information current and to update Your Information if any of Your Information changes, including the revocation or expiration of any credentials, licenses or registrations you hold.
- c. Our collection, use and disclosure of Your Information is governed by this Agreement and our Privacy Policy which you may access here <https://kikoent.com/privacy-policy>.

4. Account Management

- a. If you have been issued an account by Kikoent in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not Kikoent, are responsible for any activity occurring in your account, whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should notify Kikoent immediately.
- b. Kikoent may send notices to the email address or text messages to your mobile phone registered with your account. You must keep your email address, mobile phone number and, where applicable, your contact details and payment details associated with your account current and accurate.
- c. We reserve the right to modify, suspend or terminate the Service, any user account or your access to the Service for any reason, without notice, at any time, and without liability to you. If you have been refused an account, or your account has been terminated, you will not be permitted to register again.
- d. You can cancel your account at any time. Upon termination or cancellation, all licenses and other rights granted to you in these Terms will immediately cease.
- e. We reserve the right to refuse to issue an account to anyone or permit access to the Service to anyone for any reason at any time.

5. Prices

- a. All prices displayed in our Services are in U.S. dollars unless otherwise indicated.
- b. All applicable taxes and other charges are additional and your responsibility.

6. Payment

- a. By providing Kikoent with your method of payment information (credit card, debit card, etc.), you authorize us to charge you for services rendered or purchases made using the secure third party payment processor we make available to you. Our payment gateway partners use secure servers with state-of-the-art encryption and secure sockets layer (SSL) technology for the transfer of credit card information. Additionally, we have

security measures in place to protect our Customer database and access to this database is restricted internally.

- b. You agree to pay the Detailer the then-current applicable service fee for the services you requested.
- c. All payments to the Detailer are non-refundable, except in the event the service provider cancels your appointment or fail to provide the services paid for.
- d. You agree that we may charge you, and you will pay to Kikoent, any fee or penalty that is assessed or charged to us for a "Chargeback" resulting from a failure or refusal of your selected method of payment to make a required payment. This payment shall be refunded to you in the event that your selected method of payment resolves this dispute in your favor.

7. Independent Contractors; No Guarantees, Warrantees or Endorsements

The Detailer users of our Services are independent contractors and Kikoent is not a party to any relationship, transactions, dealings or contracts between Detailers and Customers, including proposals, selection, contracting and performance of Detailer's services, and Customer's payment for Detailer services. Kikoent is only a directory venue that provides a Platform on which users can meet and independently decide whether or not to engage with each other. Kikoent does not have control over the quality, suitability, reliability, timing, legality, failure to provide, or any other aspect whatsoever of any services provided by Detailers, nor of the integrity, responsibility or any of the actions or omissions of any Detailer or Customer. Kikoent makes no representations, guarantees or warranties whatsoever with respect to Services offered or provided by Detailers through the use of the Services, whether in public, private, in online or offline interactions; or about the certification, registration or licensing of any Detailer.

The Customer acknowledges and agrees that Kikoent shall not be liable for any physical damage to their vehicle or loss of any personal property in the vehicle as a result of the services provided by the Detailer. Any recovery for damages or losses must be resolved between the Customer and the Detailer themselves, and not from Kikoent.

In furtherance of the above:

- a. Kikoent is not a party to any agreement for Detailer services and does not itself offer to perform any Detailer services.
- b. The users of our Services are not employees or agents of Kikoent.
- c. Kikoent is not an agent or representative of any user.
- d. Kikoent does not, in any way, supervise, direct, or control the Detailer or the Detailer's services.
- e. Kikoent makes no representations about, and does not guarantee or warranty the quality, safety, or legality of the Detailer services, including, without limitation, all warranties, express or implied, Including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- f. Kikoent does not intervene in any transaction or dispute between the Customer and Detailers. If you have any issues with a Customer or a Detailer respectively, you must resolve it between yourselves.
- g. Kikoent Services may identify a Detailer with a title, nevertheless, Kikoent does not endorse or recommend the services of any particular Detailer and we do not independently verify their representations about their services, their qualifications, their licenses, registration or credentials, their background, their identities, the ability of a

Detailer to deliver their services, nor do we validate any reviews. It is the sole responsibility of each Customer to evaluate the Detailer and their qualifications to perform their services.

8. licenses, Permits and Detailer Qualifications

Kikoent does not verify any Detailer's professional certification, license, registration or qualifications. Customers must determine for themselves whether a Detailer is qualified to perform the detailing services requested.

9. In Website or App Purchases

Kikoent may now, or in the future, provide you with the ability to make purchases of products and services through an In App Purchase option using our secure third party payment processing service. If you choose to make an In App Purchase, you will be prompted to confirm your purchase with the applicable payment processor, and provide them with your preferred method of payment, which will then be charged at the prices displayed to you at the time of purchase, along with any sales tax or other charges. You authorize Kikoent to charge, the payment method you specify at the time of purchase. Kikoent does not receive or store your method of payment information. If you have any questions regarding your method of payment information, you will need to contact the secure third party payment processing service. Please contact us at support@kikoent.com for instructions on how to contact the payment service.

10. Your License, Access and Use of our Services

- a. Subject to your continued compliance with this Agreement, Kikoent grants you, a limited, non-exclusive, revocable, non-sub-licensable, worldwide, license to access and use the Kikoent Website, mobile App and Services solely for your personal, noncommercial use. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause.
- b. Your right to access and use our Services is personal to you and is not transferable by you to any other person or entity. Access to our Services may not be available in all locations. You are only entitled to access and use our Services for lawful purposes and pursuant to the terms and conditions of this Agreement and our Privacy Policy. Any action by you that, in our sole discretion: (i) violates the terms and conditions of this Agreement and/or the Privacy Policy; (ii) restricts, inhibits or prevents any access, use or enjoyment of our Services; or (iii) through the use of our Services, defames, abuses, harasses, offends or threatens others, shall not be permitted, and may result in your loss of the right to access and use our Services.
- c. The rights granted to you in these Terms are subject to the following restrictions: (i) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (ii) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (iii) you shall not access the Services in order to build a similar or competitive Service; and (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.
- d. Furthermore, you agree that you will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor our Services or any portion of our Services or for any other purpose, without our prior written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole

discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your personal information) from our Services without our prior written permission and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of our Services or any activities conducted on our Services; (iv) bypass any robot exclusion headers or other measures we may use to prevent or restrict access to our Services, or (v) interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

- e. Except as expressly permitted in this Agreement, you shall not collect or harvest any personally identifiable information, including account names, from our Services.
- f. Our Services may now, or in the future, have "publicly accessible areas" that allow users to post their own User Content that will be accessible by the public or the user population generally. As a user of the Services, you acknowledge and affirmatively agree that in the course of using the Services you may be exposed to User Content that might be offensive, harmful, inaccurate or otherwise inappropriate. You further agree that we shall not, under any circumstances, be liable in any way for any User Content.
- g. You shall not use any communication systems provided on our Services including, without limitation email, for any commercial or solicitation purposes. You shall not solicit for commercial purposes any users of our Services without our prior written permission.
- h. You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your purchases or use of the Services.

11. Suspension and Termination of Services

- a. Kikoent may limit, suspend or terminate the Services to you if you fail to comply with these Terms, the Privacy Policy, the EULA for the App software or if you use the Services in a way that causes legal liability to us or disrupts use of the Service by other users.
- b. Kikoent may also suspend the Services to you if we are investigating suspected misconduct by you. Kikoent will use commercially reasonable efforts to narrow the scope and duration of any limitation or suspension under this Section as is needed to resolve the issue that prompted such action.

12. Information Accuracy

- a. We attempt to ensure that information on our Website, in our App and in our Service is complete, accurate and current. Despite our best efforts, this information may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy, or currency of any information our Website, in our App and in our Service.
- b. Furthermore, information on our Website, in our App and in our Service may contain typographical errors or omissions. We reserve the right to correct or make changes in such information without notice to you.

13. Proprietary Rights

As between Kikoent and you, Kikoent, or its licensors, own and reserve all right, title and interest in, and to, the Service and all hardware, software and other items used to provide the Service, other than the rights explicitly granted to you to use the Service in accordance with these Terms. No title to, or ownership of, any proprietary rights related to the Service is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by Kikoent.

14. Intellectual Property Rights

- a. Our names, graphics, avatars, videos, logos, page headers, button icons, scripts, and service names are our trademarks or trade dress in the United States and/or other countries (collectively the "Proprietary Marks"), and are owned by Kikoent or licensed to us. You may not use the Proprietary Marks without our prior written permission.
- b. We make no proprietary claim to any third-party names, trademarks or service marks appearing on our Services including, without limitation, those owned by any participating merchants accessible via our Website. Any third-party names, copyrights, trademarks and service marks are property of their respective owners and users may not use them without independently obtaining a right to do so from the owner.
- c. The information, content, documentation, guides, descriptions, advice, data, software and any other content viewable on, contained in, or downloadable from our Services (collectively, "Our Content"), including, without limitation, all maps, text, graphics, charts, pictures, photographs, images, videos, audio files, line art, icons and renditions, are copyrighted by Kikoent, or otherwise licensed to us by Our Content suppliers.
- d. We also own a copyright of a collective work in the selection, coordination, arrangement, presentation, display and enhancement of Our Content (the "Collective Work").
- e. All software used on, or within our Website, App or Services is our property, or the property of our software vendors, and is protected by United States and international copyright laws. Viewing, reading, printing, listening to, downloading or otherwise using Our Content and/or the Collective Work does not entitle you to any ownership or intellectual property rights to Our Content, the Collective Work, or the Software.
- f. You are solely responsible for any damages resulting from your infringement of our, or any third-parties, intellectual property rights regarding the Trademarks, Our Content, the Collective Work, the Software and/or any other harm incurred by us or our affiliates as a, direct or indirect, result of your copying, distributing, redistributing, transmitting, publishing or using the same for purposes that are contrary to the terms and conditions of this Agreement.

15. Use of Our Content

- a. We grant you a limited, revocable, non-sub licensable, non-exclusive, license to access, print, download or otherwise make personal use of Our Content and the Collective Work for your noncommercial personal use provided, however, that you shall not delete any proprietary notices or materials with regard to the foregoing.
- b. You may not modify Our Content or the Collective Work or utilize them for any commercial purpose or any other public display, performance, sale, or rental, decompile, reverse engineer, or disassemble Our Content and the Collective Work, or transfer Our Content or the Collective Work to another person or entity.

16. User Content Rights and Related Responsibilities; Your License to Kikoent

- a. "User Content" means, without limitation, any messages, images, photos, artwork, texts, digital files, documents, hyperlinks, music, audio, video, comments, reviews, feedback, suggestions, or any other content you upload, transmit or otherwise make available to Kikoent, and/or its users, via the Services. You represent and warrant that you own or otherwise control the rights to your User Content and that each and every part thereof, is an original work by you, or you have obtained all rights, licenses, consents and permissions necessary in order to use those parts at any and all times. You further agree to indemnify Kikoent and its affiliates for all claims arising from or in connection with any

claims to any rights in your User Content, or any damages arising from our use of your User Content.

- b. By submitting User Content on or through the Service, you grant to Kikoent, and to each of the Kikoent users with whom you share your User Content, a perpetual, worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, re-use, broadcast, stream, download, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, edit, alter, modify, adapt, translate, create derivative works based upon, and to publicly perform such User Content without attribution, and without the requirement of any permission from, or payment to, you or to any other person or entity, in any manner including, without limitation, for commercial, publicity, trade, promotional, or advertising purposes, and in any and all media now known or hereafter devised. You retain all rights in your Content, subject to the rights you granted to us, and to our users, in these Terms.
- c. In order for us to provide the Service to you, we require that you grant us certain rights with respect to User Content, including the ability to transmit, manipulate, process, store and copy User Content. Your acceptance of this Agreement gives us the permission to do so and grants us any such rights necessary to provide the Service to you.
- d. You agree that any User Content you submit to our Service in a public area of our Services may be viewed or heard by other users, any person visiting or participating in the Service, and by the public in general.
- e. Kikoent expressly disclaims any liability for the loss or damage to any User Content or any losses or damages you incur as a result of the loss or damage of any User Content. It is your responsibility to back-up any User Content to prevent its loss.
- f. You are solely responsible for your User Content, including, without limitation, reviews, comments and feedback, and any damages suffered by Kikoent resulting there from.
- g. Kikoent may block, remove or return any User Content at any time in our sole discretion for any reason whatsoever, or for no reason at all. We are not responsible for the authenticity, accuracy, completeness, appropriateness, or legality of User Content.
- h. User Content is not considered to be confidential. You agree not to submit User Content to a public area of our Services in which you have any expectation of privacy or confidentiality.
- i. You may submit comments or ideas about the Services ("Ideas"). By submitting any Ideas, you agree that your disclosure is gratuitous, unsolicited, and without restriction, and that we are free to use, and disclose, the Idea on a non-confidential basis or otherwise to anyone without any additional compensation to you.
- j. You agree not to upload or post to a publicly accessible part of Service any content that is knowingly false, offensive, inaccurate, incomplete, abusive, obscene, profane, threatening, intimidating, harassing, defamatory, racially or ethnically offensive, invasive of privacy or publicity rights, inclusive of hate speech, violates the rights of any party, gives rise to liability, is politically oriented, contains corrupted data or any other harmful, disruptive, or destructive files or would constitute or encourage a criminal offense.

17. Interruption of Service

- a. Your access to and use of our Services may be interrupted from time to time for any of several reasons, including, without limitation, inability to access a network to connect to the internet from your location, the malfunction of your or our equipment, periodic updating, maintenance or repair of our Services or other actions that we, in our sole discretion, may elect to take.

- b. You agree that we will not be liable to you or to any third party for any interruption of the Services or any part thereof.

18. Third Party Links and Affiliates; Products, Services and Content

Our Service may contain features, services and functionalities linking you to, or providing you with, access to third party products, merchandise, services, content, websites, directories, servers, networks, systems, information, databases, applications, software, programs, and the Internet as a whole. In certain instances, we may have an Affiliate relationship with these third parties and receive compensation from the operator of the third party website by virtue of your clicking to, or making a purchase on, that site. Because we have no control over such sites and resources, we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any products, merchandise, services, content, advertising or other materials on, or available from, such websites or resources. When you visit or use a third party's website you are thereafter subject to, agree to read and consent to the third party's Terms of Use and Privacy Policy and you release us from any liability.

19. Kikoent Mobile App Software End User License Agreement (EULA)

THE KIKOENT TERMS OF USE AND PRIVACY POLICY TERMS AND CONDITIONS, TO THE EXTENT NOT STATED HEREIN, ARE HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE AS IF SET FORTH IN FULL.

THIS EULA, TOGETHER WITH THE KIKOENT TERMS OF USE AND PRIVACY POLICY, ARE THE ENTIRE AND EXCLUSIVE AGREEMENT BETWEEN YOU AND KIKOENT WITH RESPECT TO THE USE OF THE APP AND OUR SERVICE.

BY INSTALLING THE APP OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS EULA, INCLUDING THE WARRANTY DISCLAIMERS, INDEMNITY, RELEASE, LIMITATION OF LIABILITY PROVISIONS AND OTHER TERMS CONTAINED IN THE KIKOENT TERMS OF USE AND PRIVACY POLICY. IF YOU DO NOT AGREE, THEN YOU MAY NOT USE THE SERVICE. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS, DO NOT INSTALL THE APP OR OTHERWISE ACCESS OR USE OUR WEBSITE OR SERVICE.

We make software available to users in order to access the Kikoent mobile App via a mobile device ("Mobile Software"). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. Kikoent does not warrant that the Mobile Software will be compatible with your mobile device.

Kikoent hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Kikoent account on a mobile device owned or leased solely by you, for your personal use.

You may not: (a) modify, disassemble, decompile or reverse engineer the Mobile Software; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (c) make any copies of the Mobile Software; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (e) delete the copyright, trademark and other proprietary rights notices on the Mobile Software.

You agree that Kikoent may collect and use data, including but not limited to technical information about your mobile device, computer and physical location to facilitate the provision of user support, technical support, product improvement and software updates.

You acknowledge that Kikoent may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades.

Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code.

The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Kikoent or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Kikoent reserves all rights not expressly granted under this Agreement.

The Mobile Software originates in the United States, and is subject to United States export laws and regulations. You may not use or otherwise export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the App, you represent and warrant that (i) you are not located in any 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear missiles, or chemical or biological weapons.

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20. Mobile Application from a Third Party App Store

The following applies to any App Store Sourced Application accessed through or downloaded from a Third Party App Store:

- a. You acknowledge and agree that (i) the Terms are concluded between you and Kikoent only, and not the Third Party App Store, and (ii) Kikoent, not the Third Party App Store, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the Third Party App Store Terms of Use.

- b. You acknowledge that the Third Party App Store has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- c. In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify the Third Party App Store, and the Third Party App Store will refund the purchase price for the App Store Sourced Application to you, and to the maximum extent permitted by applicable law, the Third Party App Store will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Kikoent and the Third Party App Store, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Kikoent.
- d. You and Kikoent acknowledge that, as between Kikoent and the Third Party App Store, the Third Party App Store is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- e. You and Kikoent acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Kikoent and the Third Party App Store, Kikoent, not the Third Party App Store, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.
- f. You and Kikoent acknowledge and agree that the Third Party App Store, and their subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, the Third Party App Store will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
- g. Without limiting our Terms of Use, you must comply with all applicable third-party terms of agreement when using the Third Party App Store Sourced Application

21. Electronic Communications

- a. Although we may choose to communicate with you by regular mail, we may also choose to communicate with you by electronic means including, without limitation, email, telephone, text, SMS or by posting notices on our Services. When you use our Services, you consent to communicating with us electronically.
- b. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

22. Third Party Social Networking

The Kikoent Services may now, or in the future, support sign-on from third-party social networking sites to make it easier for you to sign in or create an account with Kikoent. If you elect to sign-on through a third-party social networking site, you may use those credentials, which will automatically be linked to your account. Use of third-party platforms to create and access your account is subject to the terms and conditions and privacy policies of such third parties. If you access our Services through a third party social networking site or application

including, but not limited to, Facebook, Instagram, LinkedIn or X (formerly Twitter), you agree that you have read the third party social networking site Terms of Service and Privacy Policy, authorize Kikoent to access and store certain information about you that is made available through that third party social networking site, and further authorize us to collect, store, retain and use, your information in accordance with our Privacy Policy.

23. Security

Violating the security of our Services is prohibited and may result in criminal and civil liability. Kikoent may investigate incidents involving such violations and may involve, and will cooperate with law enforcement if a criminal violation is suspected. Security violations include, without limitation, unauthorized access to, or use of, data or systems including any attempt to probe, scan, or test the vulnerability of the Service or to breach security or authentication measures, unauthorized monitoring of data or traffic and interference with service to any user, host, or network.

24. Privacy and Your Personal Information

For information about the Kikoent data protection practices and privacy policies, please read our Privacy Policy here <https://kikoent.com/privacy-policy>. This policy explains how we treat your personal information, and protect your privacy when you use the Services. You agree to the use of your data in accordance with Kikoent Privacy Policy.

25. Copyright and Intellectual Property Policy

We respect the intellectual property rights of others. We reserve the right to remove any Content on the Services which allegedly infringe upon another person's copyright, trademark or other intellectual property right, and/or terminate, discontinue, suspend and/or restrict the account or ability to visit and/or use the Services or remove, edit, or disable any User Content on the Services which allegedly infringe upon another person's intellectual property rights. We provide this policy pursuant to Section 512 of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act ("DMCA").

A valid complaint under the DMCA must provide the following information in writing:

- a. An electronic or physical signature of a person authorized to act on behalf of the copyright owner.
- b. Identification of the copyrighted work that you claim has been infringed.
- c. Identification of the material that is claimed to be infringing and where it is located on the Service.
- d. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and, email address.
- e. A statement that you 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 law.
- f. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

Federal law provides that if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees. The above information must be submitted to the Copyright Agent at: support@kikoent.com.

26. Disclaimers; No Warranties

- a. **THIS WEBSITE AND OUR KIKOENT APP ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY AND ALL INFORMATION IS PRESENTED AS IS, AND FOR REFERENCE ONLY. YOU ASSUME TOTAL RESPONSIBILITY AND RISK ASSOCIATED WITH USING THIS WEBSITE AND OUR MOBILE APPLICATION. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM OUR SERVICE OR ANY**

MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY. USER AGREES NOT TO SUE KIKOENT AND, TO THE MAXIMUM EXTENT ALLOWED BY LAW, TO RELEASE AND HOLD HARMLESS KIKOENT FROM ANY CAUSES OF ACTION, CLAIMS OR LOSSES RELATED TO ANY ACTUAL OR ALLEGED INACCURACIES IN THE INFORMATION ARISING OUT OF USER'S USE OF THE INFORMATION.

- b. ALL DATA, INFORMATION, ADVICE, RECOMMENDATIONS, DIRECTIONS, SERVICES, PRODUCTS AND SOFTWARE AVAILABLE FROM KIKOENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, KIKOENT AND ITS PARENT, SUBSIDIARIES, PARTNERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, (COLLECTIVELY, THE "KIKOENT PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- c. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (I) THE DATA, INFORMATION, ADVICE, RECOMMENDATIONS, DIRECTIONS, SERVICES OR PRODUCTS AVAILABLE FROM KIKOENT WILL BE ACCURATE, ERROR-FREE, RELIABLE, CURRENT, COMPLETE OR MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, OR SECURE, OR (III) THE QUALITY OF ANY DATA, INFORMATION, ADVICE, RECOMMENDATIONS, DIRECTIONS, SERVICES OR PRODUCTS OBTAINED BY YOU FROM OR THROUGH US WILL MEET YOUR EXPECTATIONS.
- d. THE SERVICES CAN INCLUDE TECHNICAL OR OTHER MISTAKES, MALFUNCTIONS, INACCURACIES OR TYPOGRAPHICAL ERRORS. FURTHERMORE, THE INFORMATION OR SERVICES ON THIS WEBSITE MAY BE OUT OF DATE. WE MAY MAKE CHANGES TO THE SERVICES, PRODUCTS AND INFORMATION ON THIS WEBSITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY SERVICES OR PRODUCTS LISTED HEREIN AT ANY TIME WITHOUT NOTICE; HOWEVER WE HAVE NO OBLIGATION TO DO SO.
- e. THE KIKOENT PARTIES DO NOT WARRANT THAT THE SERVICES OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY PRODUCT DESCRIPTION OR OTHER CONTENT OFFERED AS PART OF THE SERVICES, ARE ACCURATE, RELIABLE, CURRENT OR COMPLETE.
- f. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. IF YOU DOWNLOAD ANY CONTENT FROM THE SERVICE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT THROUGH THE SERVICE.
- g. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SERVICE OR ANY FEATURE OR PART THEREOF AT ANY TIME.
- h. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME PARTS OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

27. LIMITATION OF LIABILITY

- a. IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE TO YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, DAMAGES FOR ANY PERSONAL INJURY TO YOU, YOUR PERSONAL PROPERTY OR OTHER PARTIES, OR LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR ACCESS AND USE OF OUR APP, WEBSITE, SERVICES AND PRODUCTS; (II) YOUR BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE OUR SERVICES FOR ANY REASON; (IV) YOUR DOWNLOADING OF ANY OF OUR CONTENT OR THE COLLECTIVE WORK FOR YOUR USE; OR (V) YOUR RELIANCE UPON, OR USE OF, OUR DATA, CONTENT OR THE COLLECTIVE WORK, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR OUR SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

- b. THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN OUR SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN OUR SERVICES.
- c. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL WE BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND THEIR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, PUBLIC HEALTH EMERGENCIES, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS OR NON-PERFORMANCE OF THIRD PARTIES.
- d. YOU AGREE THAT OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS ARISING OUT OF THIS AGREEMENT OR THE USE OF OUR SERVICES SHALL NOT EXCEED \$100.00, IN THE AGGREGATE FOR ALL CLAIMS.
- e. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- f. CERTAIN STATE OR JURISDICTIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

28. Kikoent Verification Disclaimer; Release

- a. It is the user's sole responsibility to perform or obtain any and all background and reference checks regarding other users, including, without limitation a criminal background check.
- b. Kikoent may, at our sole and exclusive discretion, perform a basic background screening on any user by utilizing third party services as appropriate. Although Kikoent may require background screening of users, we are not required or obligated to do so and cannot confirm that each user is who they claim to be and therefore, Kikoent cannot and does not assume any responsibility for the accuracy, completeness, timeliness or reliability of identity or background screening information or any information provided through the Kikoent services by the user.
- c. Furthermore, Kikoent makes no representations, guarantees or warranty that any Detailer's representations about their services, their qualifications, their licenses, their credentials, their background, their identities or the ability of Detailer to deliver their services. It is the sole responsibility of each Customer to evaluate the Detailer and their qualifications to perform their service.
- d. You agree to release Kikoent, our agents and employees from all claims, demands and damages, actual and consequential and direct and indirect, of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the Kikoent services to the fullest extent permitted by law.

29. Indemnity

- a. You agree that you will be personally responsible for your use of our App, Website and Services; and you further agree to defend, indemnify and hold harmless Kikoent, and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all claims, liabilities, damages, losses and expenses, including reasonable

attorneys' and accounting fees and costs, arising out of or in any way connected with (i) your access to, use of or alleged use of the App, Website and Service or the products you purchase through the Service; (ii) your violation of these Terms of Service or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your infringement upon the property rights, intellectual property rights (copyrights and trademarks) or other rights of others; (iv) your violation of any third party right, including without limitation publicity, confidentiality, or privacy right; (v) any serious emotional or physical harm, including death, to you or any third party resulting from your use of our App, Website or Services or products purchased through the Service.

- b. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

30. Release

- a. **IN EXCHANGE FOR YOUR RIGHT TO USE THE SERVICES, YOU RELEASE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, KIKOENT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, INCLUDING, WITHOUT LIMITATION, ANY DEATH OR SERIOUS EMOTIONAL OR SERIOUS PHYSICAL HARM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR USE OF OUR APP, WEBSITE AND SERVICES, AND ANY PRODUCTS OR MERCHANDISE RECEIVED OR PURCHASED THROUGH THE USE OF OUR SERVICE.**
- b. **IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

31. Governing Law

This Agreement, and any separate agreements whereby we provide you Services, shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in the State of California in and for the County in which Kikoent has established its principal office.

32. Our Remedies

- a. You acknowledge that we may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, we shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement.
- b. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the state courts of record or a United States District Court for the State of California in and for the County in which Kikoent has established its principal office. You consent to the jurisdiction of such court and waive any objection to the venue of any such action or proceeding in such court.

33. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION CONTAINS AN AGREEMENT TO ARBITRATE, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. THIS SECTION ALSO CONTAINS AN AGREEMENT THAT YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

You and Kikoent agree that any claim or dispute at law or equity that has arisen, or may arise, between you and Kikoent (including any claim or dispute between you and a third-party agent of Kikoent) that relates in any way to or arises out of this or previous versions of this Agreement, your use of or access to the Services, the actions of Kikoent or its agents, or any products or services sold or purchased through the Services, will be resolved in accordance with the provisions set forth in this Dispute Resolution Section.

- a. **Applicable Law.** You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Kikoent, except as otherwise stated in this Agreement.
- b. **Agreement to Arbitrate.** This Dispute Resolution by Binding Arbitration section is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Kikoent, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. You agree that, by entering into these Terms, you and Kikoent are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. If you reside in the U.S., the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
- c. **PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF. YOU AND KIKOENT AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND KIKOENT AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).**
- d. **Pre-Arbitration Dispute Resolution.** We at Kikoent believe that most Customer concerns can be resolved quickly and to the Customer's satisfaction by emailing Customer support at support@kikoent.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Kikoent should be sent to the address provided in the Contact Us section at the end of these Terms of Service ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Kikoent and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Kikoent may commence an arbitration proceeding. During

the arbitration, the amount of any settlement offer made by Kikoent or you shall not be disclosed to the arbitrator during the arbitration proceeding.

- e. **Arbitration Procedures.** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope and enforceability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Kikoent and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for USD \$10,000 or less, Kikoent agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds USD \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.
- f. **Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- g. **Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection titled "**Prohibition of Class and Representative Actions and Non-Individualized Relief**" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the subsection above titled "**Prohibition of Class and Representative Actions and Non-Individualized Relief**" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of the Terms of Service will continue to apply.

Judicial Forum for Legal Disputes. Unless you and we agree otherwise, in the event that the Arbitration Agreement above is found not to apply to you or to a particular claim or dispute as a result of a decision by the arbitrator or a court order, you agree that any

claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in the State of California in and for the County in which Kikoent has established its principal office. You and we agree to submit to the personal jurisdiction of the courts located within the State of California for the purpose of litigating all such claims or disputes. You also agree that: (i) our Services shall be deemed solely based in the State of California; and (ii) our Services shall be deemed passive Services that do not give rise to personal jurisdiction over us and our assigns, either specific or general, in jurisdictions other than the State of California.

34. Law Enforcement

- a. Kikoent is committed to cooperating with law enforcement while respecting each individual's right to privacy. If Kikoent receives a request for user account information from a government agency investigating criminal activity, we will review the request to be certain that it satisfies all legal requirements before releasing information to the requesting agency.
- b. Furthermore, under 18 U.S.C. §§ 2702(b)(8) and 2702(c)(4) (Voluntary Disclosure Of Customer Communications or Records), Kikoent may disclose user account information to law enforcement, without a subpoena, court order, or search warrant, in response to a valid emergency when we believe that doing so is necessary to prevent death or serious physical harm to someone. Kikoent will not release more information than it prudently believes is necessary to prevent harm in an emergency situation.

35. Statutory Rights; Notice To California Residents

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing, currently at: 1625 N. Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone, currently at (800) 952-5210 in order to resolve a complaint regarding our Website.

36. Accessibility Statement

Kikoent is committed to making its Website and mobile App usable by all people by meeting or exceeding the requirements of the Web Content Accessibility Guidelines 2.0 Level AA (WCAG 2.0 AA). To reach this goal we strive to have all of our visitors be able to access and understand our Services and the products available on our Platform. While some existing content may not be in compliance, and some content may meet only the minimum required compliance standards, we continue to make every effort to improve the Website and App and remove barriers that prevent persons with disabilities from interacting with, or accessing, information made available on our Platform. If you need assistance interacting with our Website or App, or accessing information on our Platform, please email us at support@kikoent.com and we will work with you to provide the assistance you need. Please note that our Website and App may link to, or interface with, third party websites that we do not control. These third-party websites may not have undertaken the efforts that Kikoent has to comply with WCAG 2.0 AA standards. We welcome all feedback on improving our site's accessibility for all of our users. If, at any time, you have specific questions or concerns about the accessibility of any particular page, please contact us at support@kikoent.com. We thank you for your assistance in enhancing the accessibility of our Platform.

37. Amendments to this Agreement

We reserve the right to update, amend and/or change this Agreement at any time in our sole discretion and without notice. Updates to this Agreement will be posted here. Amendments will take effect immediately upon us posting the updated Agreement on our Services. You are

encouraged to revisit this Agreement from time to time in order to review any changes that have been made. The date on which this Agreement was last updated will be noted immediately below this Agreement. Your continued access and use of our Services following the posting of any such changes shall automatically be deemed your acceptance of all changes.

38. Severability

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

39. No Waiver

Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

40. Entire Understanding

This Agreement and the Privacy Policy represent the entire understanding and agreement between you and us regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.

CONTACT US:

If you have to provide us with any Notice, or have any questions, comments, concerns or feedback regarding this Agreement or our Services, please contact us at support@kikoent.com or mail us here:

D3tail Hub LLC\DBA Kiko Enterprises

Last updated: January 1, 2025