

Kapoq LLC Terms of Use

Effective Date: June 22, 2021

PLEASE READ THESE TERMS OF USE CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION XIV THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

I. INTRODUCTION

Welcome to www.kapoq.com and all related pages, applications, subdomains and platforms (the "Sites"). The Sites is provided by Kapoq and its affiliates ("Kapoq," "we," "us," or "our"). These Terms of Use, together with any documents expressly incorporated by reference (collectively, these "Terms") create a binding agreement between you ("you" or "yours") and Kapoq which govern your access to and use of the Sites. Even though you may have arrived to the Sites through a website or mobile application operated or controlled by a third party, you understand and agree that these Terms are entered into between you and Kapoq. These Terms apply to all versions of the Sites, including test, alpha, beta, trial or free versions.

Use of the Sites is governed by these Terms and our [Privacy Policy](#). By accessing or using the Sites, you acknowledge that you have read, understood and agreed to be legally bound by and comply with these Terms and our Privacy Policy. If you do not agree with any of these Terms or our Privacy Policy, you may not use the Sites.

II. YOUR CONSENT

BY CLICKING THE "AGREE" BUTTON, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) HAVE BEEN AUTHORIZED BY YOUR EMPLOYER TO USE THE SITES PURSUANT TO THESE TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM OR HAVE THE AUTHORITY TO LEGALLY BIND YOUR EMPLOYER TO THE USE OF THE SITES PURSUANT TO THESE TERMS OF USE (IN EACH CASE, AN "AUTHORIZED USER"). IF YOU OR YOUR EMPLOYER DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE SITES.

YOU UNDERSTAND AND AGREE THAT SATISFYING THE FOREGOING REQUIREMENTS DOES NOT GUARANTEE THAT YOU MAY USE THE SITES. IN ADDITION TO THE ABOVE REQUIREMENTS, KAPOQ RESERVES THE RIGHT TO CHANGE OR INCLUDE NEW REQUIREMENTS AS DEEMED APPROPRIATE IN ITS SOLE DISCRETION WITHOUT PROVIDING PRIOR NOTICE TO YOU.

III. MODIFICATION OF THE TERMS

We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time and for any reason, without penalty or liability to you or any third party. You should check these Terms from time to time when you use the Sites to determine if any changes have been made. These changes will be effective as of the date we post the revised version on this Sites and apply to all access and use of the Sites thereafter. If you use the Sites after the amended Terms have been posted, you will be deemed to have agreed to the amended Terms. If any of the provisions of these Terms are not acceptable to you, your sole and exclusive remedy is to discontinue your use of the Sites.

If we modify these Terms in any significant or material manner, we will provide a notice at the top of this page for at least 30 days after the new effective date. You may access the current version of these Terms at any time by clicking on the link marked “Terms of Use” at the bottom of each page of these Sites. For your convenience, we have listed the effective date of these Terms at the top of this page, so that you can see at a glance whether our Terms have changed since your last visit.

IV. ACCESS TO THE SITES

Kapoq reserves the right at any time and for any reason to modify, or temporarily or permanently discontinue, the Sites, or any portion thereof, with or without notice. You agree that Kapoq shall not be liable to you and/or to any third party for any modification, suspension, or discontinuance of the Sites. You are responsible for making all arrangements necessary for you to have access to the Sites.

To access the Sites or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Sites that all the information you provide on the Sites is correct, current and complete. You agree that all information you provide to register with the Sites or otherwise, including but not limited to through the use of any interactive features on the Sites, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Sites or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared mobile device so that others are not able to view or record your password or other personal information.

Kapoq has the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms. We may rely on the authority of anyone accessing your account or using your login credentials and in no event and under no circumstances shall we be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction by us under this provision, (ii) any compromise of the confidentiality of your account or password, and (iii) any unauthorized access to your account or use of your password.

V. ELIGIBILITY

In order to use the Sites, the following must be true:

- You are age 18 or over.
- You have read and understood these Terms and the Privacy Policy and agree to be bound by the terms and conditions set forth herein and in the Privacy Policy.

You understand and agree that satisfying the above requirements does not guarantee that you may use the Sites. In addition to the above requirements, Kapoq reserves the right to change or include new requirements as deemed appropriate in its sole discretion without providing prior notice to you.

VI. RESTRICTIONS ON USE

You will not use, or encourage or permit others to use, our Sites except as expressly permitted in these Terms. You will not:

- use or attempt to use the Sites for any person other than yourself;
- access or use the Sites in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable local, state or federal law or regulation, or is prohibited by these Terms;
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Sites;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Sites or any part thereof;
- license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Sites or related materials in any way;
- take any action or use the Sites in any manner which could damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede or harm in any manner our Sites or any content, in whole or in part;
- disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to our Sites or any computer network;
- bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by Kapoq or any of our service providers to protect our Sites;
- remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from our Sites or any content made available to you on or through our Sites;
- copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to Kapoq or third-party content from the Sites; or
- encourage or enable any other individual to do any of the foregoing.

VII. YOUR FEEDBACK

We welcome your comments, feedback, suggestions, and other communications regarding the Sites and the information and services we make available through the Sites (collectively, "Feedback"). The Feedback you provide to us through the Sites will be and remain our exclusive property. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback and you

hereby assign all right, title, and interest in such Feedback to us. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

VIII. INTELLECTUAL PROPERTY

A. Generally

As between Kapoq and you, Kapoq is the sole and exclusive owner of all right, title and interest in and to the Sites and its content, features and functionality (including, without limitation, all information, software, text, displays, images, video, audio, selection, arrangement and look and feel), and all intellectual property rights therein, and any suggestions, ideas or other information or feedback provided by you. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Sites shall be owned solely and exclusively by Kapoq or its licensors, including all intellectual property rights therein. You have permission to use the Sites solely for your personal and non-commercial use on the condition that you comply with these Terms. No other right, title or interest in or to the Sites is transferred to you, and all rights not expressly granted are reserved by us.

B. License and Use

Subject to your compliance with these Terms, Kapoq grants you a personal, limited, revocable, nonexclusive, and nontransferable license to view, access, and use the Sites and its content, solely for your internal business purposes. No other right, title, or interest in or to the Sites is transferred to you, and all rights not expressly granted are reserved by Kapoq or its licensors. You are not permitted and you may not permit others to reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any part of the content on this Sites except as expressly provided in these Terms without our prior written permission. Nothing in these Terms shall be construed as transferring any right, title or interest in this Sites or its content to you or anyone else, except the limited license to use this Sites and its content on the terms expressly set forth herein.

C. Collection and Use

You acknowledge that when you download, install, or use the Sites, Kapoq may use automatic means (including, for example, Google Analytics, a third-party tracking service, which uses cookies) to collect information about your use of the Sites. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Sites or certain of its features or functionality. All information we collect through or in connection with this Sites is subject to our [Privacy Policy](#). Our Privacy Policy is part of and is hereby incorporated into these Terms. By downloading, installing, using, and providing information to or through this Sites, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

D. Trademarks

Certain names, logos, and other materials displayed in and through the Sites may constitute trademarks, trade names, service marks or logos (“Trademarks”) of Kapoq, our related entities, or third parties. You are not authorized to use any such Trademarks without the express written permission of Kapoq or the

trademark owner. Ownership of all such Trademarks and the goodwill associated therewith remains with us or our third party licensors.

IX. PRIVACY

Kapoq understands the importance of confidentiality and privacy regarding your information. Please see our Privacy Policy at <https://kapoq.io/privacy-policy/> for a description of how we may collect, use and disclose your information in connection with the Sites.

X. COMMUNICATIONS; OPT-OUT

As part of your use of the Sites, you may be asked to elect to receive certain email notifications from Kapoq and its partners. These messages may include event updates and other promotions. Your election to receive such messages represents your express written consent to receiving emails from Kapoq. You may opt-out of receiving certain notifications in association with the Sites and Kapoq by completing the opt-out process provided to you with each email message. By opting-out of receiving notifications, you understand that we may not be able to communicate important information to you. Please note we may still contact you regarding certain important announcements or notifications even if you have opted-out from other messages.

XI. THIRD-PARTY MATERIALS

The Sites may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“Third-Party Materials”). As part of the integration of Third-Party Materials, the Sites may ask you to provide access credentials to your applicable accounts on third-party websites or services (“Third-Party Accounts”). By providing us access credentials to Third-Party Accounts, you acknowledge and agree that you have the rights to access the provided Third-Party Accounts and that you are an owner or authorized user of the provided Third-Party Accounts and that Kapoq has the right to access and use the provided Third-Party Accounts on your behalf. You further acknowledge and agree to take full responsibility for the provision of access to the provided Third-Party Accounts. As part of your use of the Sites, you agree that Kapoq is not responsible for the operations, security, or performance of the Third-Party Accounts. You also acknowledge and agree that Kapoq is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Kapoq does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions. You may have arrived to the Sites through Third-Party Materials. You understand and agree that only these Terms will apply to your use of or access to the Sites.

XII. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE SITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR USE OF THE SITES ARE AT YOUR SOLE RISK. KAPOQ AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITES, INCLUDING ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT,

AVAILABILITY, SECURITY, ACCURACY, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE SITES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES, INCLUDING, TO THE EXTENT PERMITTED BY LAW, RIGHTS OF PRIVACY.

YOU ACKNOWLEDGE AND AGREE THAT THE SITES MAY CONTAIN DATA OR THIRD-PARTY MATERIALS, INCLUDING ACCESS TO THIRD-PARTY ACCOUNTS, PROVIDED TO KAPOQ BY YOU AND/OR A THIRD PARTY. THIS DATA MAY HAVE BEEN COLLECTED BY A THIRD PARTY PURSUANT TO THAT THIRD PARTY'S PRIVACY POLICY AND/OR AN AUTHORIZATION OR CONSENT. KAPOQ AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY DATA PROVIDED BY YOU AND/OR THIRD PARTIES AND INCLUDED IN THE SITES. EXCEPT AS MAY BE SET FORTH IN AN OTHER AGREEMENT, KAPOQ AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS ARE NOT RESPONSIBLE FOR ANY DATA PROVIDED TO KAPOQ BY YOU OR A THIRD PARTY AND INCLUDED IN THE SITES.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS SECTION, NEITHER KAPOQ NOR ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR LICENSORS WILL BE LIABLE TO YOU OR TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES.

XIII. INDEMNIFICATION

You agree to indemnify, defend, and hold Kapoq and any of its officers, directors, employees, licensors, and agents harmless from and against any and all third-party claims, demands, liabilities, costs or expenses, including attorneys' fees and costs, arising from or related to: (i) any breach by you of these Terms, (ii) your use of content or data available on the Sites in an unauthorized manner or your provision of access for Kapoq to Third-Party Accounts, and/or (iii) a violation by you of any and all applicable laws, rules, or regulations.

XIV. DISPUTE RESOLUTION AND ARBITRATION

In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms of Use, we and you (collectively, the "Parties") shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such a solution within a period of thirty (30) days, then all disputes shall be resolved by binding arbitration in Chicago, Illinois, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), subject to the limitations of this section. This agreement to arbitrate will be specifically enforceable in any court having jurisdiction. Notice of a demand for arbitration shall be filed in writing with the other party hereto and with the AAA. The demand for arbitration shall be made within a reasonable time after the dispute has arisen, and in no event shall any such demand be made after the date when the institution of legal or equitable proceedings based on such a dispute would be barred by the applicable statute of limitations. The

Parties agree that one (1) arbitrator shall arbitrate the dispute. The arbitrator shall be selected by the joint agreement of the Parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules of the AAA from the panels of business arbitrators maintained by the AAA. The Parties agree that the arbitrator shall have sole authority to decide whether claims brought by either party (excluding claims brought under the following paragraph regarding intellectual property and preliminary equitable relief claims) are subject to this dispute resolution agreement. The decision of the arbitrator shall be made in writing and shall be final. The judgment may be entered upon the decision of the arbitrator in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by sections 10 and 11 of the Federal Arbitration Act, the terms of which sections the Parties agree shall apply. The fees charged by the AAA and arbitrator shall be shared equally by the Parties.

Either party may bring a claim related to intellectual property rights, or seek temporary or preliminary specific performance or temporary or preliminary injunctive relief, in any court of competent jurisdiction, without the posting of bond or other security.

XV. TRIAL, FREE, OR BETA USES AND VERSIONS

Notwithstanding anything else in these Terms, if you use a trial, free, or beta version of the Sites, you acknowledge and agree that the Sites are in a beta testing and development phase and accordingly, by using the Sites, you agree to accept all risks of participating as a beta user of the Sites. The Sites may contain bugs or other errors, including ones which may limit functionality or features, produce errors, render the services unavailable or inoperable, produce incorrect records, transmissions, data or content, or cause records, transmissions, data or content to be corrupted or lost. Notwithstanding anything else in these Terms, during the beta testing and development phase of the Sites, to the maximum extent permitted by law, Kapoq is not liable for any direct or indirect loss, liability, claims, causes of action or damages of any kind, in connection with your or any other person's use of the Sites or Kapoq's acts or omissions in connection therewith, and you agree to waive and release Kapoq from, any and all claims, damages and causes of actions in connection with the Sites.

XVI. GOVERNING LAW

The Sites are controlled and operated by us from the United States, and are not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of the United States. These Terms will be governed by the laws of the State of Delaware without regard to conflicts of law principles.

XVII. MISCELLANEOUS

These Terms set forth the entire understanding and agreement between you and us with respect to the subject matter hereof. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section. Our failure to act with respect to any failure by you or others to comply with these Terms does not waive our right to act with respect to subsequent or similar failures. You may not assign or transfer your rights or obligations under these Terms without our prior written consent, and any assignment or transfer in violation of this provision shall be null and void.

XVIII. COPYRIGHT INFRINGEMENT CLAIMS

Kapoq reserves the right to remove any content or any other material or information available on or through our Sites, at any time, for any reason. Kapoq otherwise complies with the provisions of the Digital Millennium Copyright Act ("DMCA") applicable to Internet service providers (17 U.S.C. § 512, as amended), and responds to clear notices of alleged copyright infringement. If you have objections to copyrighted content or material made available on or through our Sites, you may submit a notification to our Designated Agent at the following address:

Kapoq LLC, 205 N. Michigan Avenue, Suite 810, Chicago, IL 60601
Attn : Legal

XIX. CONTACT INFORMATION

If you have any questions or concerns, please contact hello@kapoq.com.