TERMS AND CONDITIONS OF USE

THIS SERVICE INCLUDES SUBSCRIPTIONS THAT AUTOMATICALLY RENEW. PLEASE READ THESE TERMS OF SERVICE CAREFULLY (IN PARTICULAR, SECTION 6 “PAYMENT AND REFUND”) BEFORE COMPLETING A PURCHASE FOR OUR AUTO-RENEWING SUBSCRIPTION SERVICE.

IF YOU SUBSCRIBED VIA AN APP STORE, TO AVOID BEING CHARGED YOU MUST AFFIRMATIVELY CANCEL A SUBSCRIPTION OR A FREE TRIAL IN YOUR APP STORE’S SETTINGS, OR, IF YOU SUBSCRIBED DIRECTLY VIA THE WEBSITE, YOU SHOULD CONTACT US AT SUPPORT@KEIKI.APP AT LEAST 24 HOURS BEFORE THE END OF THE FREE TRIAL OR THEN-CURRENT SUBSCRIPTION PERIOD.

IF YOU ARE UNSURE HOW TO CANCEL A SUBSCRIPTION OR A FREE TRIAL, PLEASE VISIT THE APPLE SUPPORT WEBSITE, GOOGLE PLAY HELP (OR ANY OTHER APP STORES’ SUPPORT PAGES) OR FOLLOW INSTRUCTIONS FOR CANCELLATION IN OUR SUBSCRIPTION TERMS. YOU MAY WISH TO TAKE A SCREENSHOT OF THIS INFORMATION FOR YOUR REFERENCE.

1. ACCEPTANCE OF TERMS. DEFINITIONS

1.1. Keiki World as a service and the content available via our websites and mobile apps is developed, operated and distributed by Benipol Limited or other company as may be indicated in an app store ("we", "us", "our" or the "Company"). The mobile app, the website, service delivered, the content, tools, transactions available by using Keiki World, are collectively referred to as the "Service".

1.2. Your access and use of the Service constitutes your agreement to be bound by these Terms and Conditions of Use (the “Terms”), which establishes a legally binding contractual relationship between you and the Company. For this reason, PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE.

1.3. YOU MUST BE A PARENT OR A LEGAL GUARDIAN TO USE OUR SERVICES ON BEHALF OF A CHILD. BY PROVIDING YOUR CONSENT, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF THE CHILD’S USE OF THE SERVICES.

1.4. Please review also our Privacy Policy. The terms of the Privacy Policy and other supplemental terms, policies or documents that may be posted on the Service from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason.

1.5. Any translation from English version is provided for your convenience only. In the event of any difference in meaning or interpretation between the English language version of these Terms available at

https://yoursmartkid-static.s3.amazonaws.com/KeikiWorld/Policies/Google_play/Privacy_policy.pdf and any translation, the English language version will prevail. The original English text shall be the sole legally binding version.

1.6. Unless otherwise expressly provided herein, we will alert you about any changes by updating the "Last updated" date of these Terms and you waive any right to receive specific notice of each such change.

1.7. THESE TERMS CONTAIN IMPORTANT DISCLAIMER (CLAUSE 2), DISCLAIMERS OF WARRANTIES (CLAUSE 7), LIMITATION OF LIABILITY (CLAUSE 8), AS WELL AS PROVISIONS THAT WAIVE YOUR RIGHT TO A JURY TRIAL, RIGHT TO A COURT HEARING AND RIGHT TO PARTICIPATE IN A CLASS ACTION (ARBITRATION AND CLASS ACTION WAIVER). UNLESS YOU OPT OUT WITHIN 30 DAYS OF FIRST USE OF OUR SERVICE AS PROVIDED FOR IN CLAUSE 11, ARBITRATION IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES AND IS MANDATORY EXCEPT AS SPECIFIED BELOW IN CLAUSE 11.

1.8. IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR CHILD'S USE OF THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF THEIR USE OF THE SERVICE.

1.9. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO BE BOUND BY THESE TERMS, THEN DO NOT DOWNLOAD THE APP OR OTHERWISE ACCESS OR USE THE SERVICE.

1.10. DEFINITIONS:
“Account Owner” – is a parent or legal guardian who has created an account in the relevant App Store on behalf of a child.
“Parent” – is an Account Owner that is a parent or legal guardian.

2. IMPORTANT DISCLAIMER

IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THESE TERMS, THE COMPANY DISCLAIMS ANY LIABILITY OR LOSS IN CONNECTION WITH THE CONTENT PROVIDED ON THE SERVICE.

3. SERVICE

3.1. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Service. If you are a minor, you must have your parent or guardian read and agree to these Terms prior to you using the Service.
Account Owners may only register their own child(ren). Account Owners affirm that any child user associated with their account possesses legal parental or guardian consent to use the Services. Account Owners affirm that they have read and accepted these Terms, and are fully

able and competent to enter into the Terms, conditions, obligations, affirmations, representations, and warranties set forth therein. Account Owners agree to abide by and comply with these Terms.

3.2. The Company reserves the right to suspend or terminate your access to the Service, with or without notice to you, in the event that you breach these Terms.

3.3. By using the Service, you agree to receive certain communications, such as updates on the App or in-App notifications. You can opt-out of non-essential communications by referring to notifications settings of your device.

3.4. You acknowledge that all the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), data, other content, software and materials displayed on the Service or used by the Company to operate the Service (including the App, Website and the Content and excluding any User Content (as defined below)) is proprietary to us or to third parties.

3.5. The Company expressly reserves all rights, including all intellectual property rights, in all of the foregoing, and except as expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other exploitation of them is strictly prohibited. The provision of the Service does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights.

3.6. The information you may submit to us, any data, text and other material that you may submit or post to the App ("User Content") remain your intellectual property, and the Company does not claim any ownership of the copyright or other proprietary rights in such registration information and the User Content. Notwithstanding the foregoing, you agree that the Company may retain copies of all registration information and the User Content and use such information and the User Content as reasonably necessary for or incidental to its operation of the Service and as described in these Terms and the Privacy Policy.

3.7. You grant the Company the non-exclusive, worldwide, transferable, perpetual, irrevocable right to publish, distribute, publicly display and perform the User Content in connection with the Service.

3.8. Subject to these Terms, the Company grants you a non-transferable, non-exclusive, license (without the right to sublicense) to (i) use the Service solely for your personal, non-commercial purposes, and (ii) install and use the App, solely on your own handheld mobile device (e.g., iPhone, Android, etc. as applicable) and solely for your personal, non-commercial purposes.

3.9. You agree, and represent and warrant, that your use of the Service, or any portion thereof, will be consistent with the foregoing license, covenants and restrictions and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, you agree that you will comply with all applicable laws, regulations and ordinances

relating to the Service or your use of it, and you will be solely responsible for your own individual violations of any such laws.

3.10. You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).

3.11. We retain the right to implement any changes to the Service (whether to free or paid features) at any time, with or without notice. You acknowledge that a variety of Company's actions may impair or prevent you from accessing the Service at certain times and/or in the same way, for limited periods or permanently, and agree that the Company has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any content or services.

3.12. Your access to and use of the Service is at your own risk. The Company will have no responsibility for any harm to your computing system, loss of data, or other harm to you or any third party, including, without limitation, any bodily harm, that results from your access to or use of the Service, or reliance on any information or advice.

3.13. The Company has no obligation to provide you with customer support of any kind. However, the Company may provide you with customer support from time to time, at the Company's sole discretion.

4. APP STORES, THIRD PARTY ADS, USER CONTENT

4.1. You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Google Play Store, and/or other app stores (collectively, "App Stores" and each, an "App Store").

4.2. You agree to pay fees charged by the App Stores in connection with the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable agreements, terms of use/service, and other policies of the App Stores. You acknowledge that the App Stores (and their subsidiaries) are a third party beneficiary of these Terms and will have the right to enforce these Terms.

4.3. The Service may (but not necessarily will) contain links to third party websites or resources and advertisements for third parties (collectively, "Third Party Ads"). Such Third Party Ads are not under the control of the Company and the Company is not responsible for any Third Party Ads. The Company provides these Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Ads. Advertisements and other information provided by Third Party Sites Ads may not be wholly accurate. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. When you link to a third party site, the applicable service provider's terms and policies, including privacy and data gathering practices govern. You should

make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. Your transactions and other dealings with Third Party Ads that are found on or through the App, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

4.4. Each user of the Service is solely responsible for any and all his or her User Content. Because we do not control the User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Service users are solely between you and such user. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

4.5. You hereby release us, our officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of any App Store, any other Service users, or any Third Party Ads.

5. PAYMENT AND REFUNDS

5.1. Certain features of the Service may be offered for a fee. You may purchase a subscription directly from the Company or through an App Store either by (1) paying a subscription fee in advance on a recurring interval disclosed to you prior to your purchase; or (2) pre-payment giving you access to the Service for a specific time period (together or separately “Purchase”).

5.2. To the maximum extent permitted by applicable laws, we may change subscription fees at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on the Service or by sending you an email notification. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect or/and abstain from pre-paying for access to the Service.

5.3. You authorize us and the App Stores to charge the applicable fees to the payment method that you submit.

5.4. By signing up for certain subscriptions, you agree that your subscription may be automatically renewed. Unless you cancel your subscription, you authorize us to charge you for the renewal term. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you on the Service. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless we notify you of a rate change prior to your auto-renewal. You must cancel your subscription in accordance with the cancellation procedures disclosed to you for the particular subscription.

5.5. We may offer a free trial subscription for the Service. Free trial provides you access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel before the end of the free trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service. It is ultimately your responsibility to know when the free trial will end. We reserve the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Service during the free trial, or any of these terms without notice and with no liability. We reserve the right to limit your ability to take advantage of multiple free trials.

5.6. The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice). Purchase within the Service can be performed by using any acceptable payment method accepted by the Service.

5.7. Subscriptions purchased via an App Store are subject to such App Store's refund policies. This means when a Purchase is made through an App Store, we cannot grant refunds. You will have to contact an App Store support.

5.8. To the extent permitted by applicable law, purchases made from the Company's Website are non-refundable. Since the Service is of a digital nature, we cannot accept any request for refund and therefore your right of withdrawal is lost at this point. The Company may provide refunds at its own discretion and subject to our policies that may be published from time to time.

Note for the EU residents: If you are an EU resident, you have the right to withdraw from agreement for purchase of digital content without charge and without giving any reason within fourteen (14) days from the date of such agreement conclusion. The withdrawal right does not apply if the performance of the agreement has begun with your prior express consent and your acknowledgment that you thereby lose your right of withdrawal. YOU HEREBY EXPRESSLY CONSENT TO THE IMMEDIATE PERFORMANCE OF THE AGREEMENT AND ACKNOWLEDGE THAT YOU WILL LOSE YOUR RIGHT OF WITHDRAWAL FROM THE AGREEMENT ONCE OUR SERVERS VALIDATE YOUR PURCHASE AND THE APPLICABLE PURCHASE IS SUCCESSFULLY DELIVERED TO YOU. Therefore, you will not be eligible to a refund, unless the digital content is defective.

6. USER REPRESENTATIONS AND RESTRICTIONS

6.1. By using the Service, you represent and warrant that:
6.1.1. you have the legal capacity and you agree to comply with these Terms, and, particularly, abide by clauses 1.3 and 1.7 hereof;
6.1.2. you are not under the age of 16;
6.1.3. you will not access the Service through automated or non-human means, whether through a bot, script or otherwise;

6.1.4. you will not use the Service for any illegal or unauthorized purpose;
6.1.5. 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;
6.1.6. you are not listed on any U.S. government list of prohibited or restricted parties;
6.1.7. you will be responsible for any use of your credit card or other payment instrument (e.g. PayPal);
6.1.8. you are not convicted sex offender; and
6.1.9. your use of the Service will not violate any applicable law or regulation.

6.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse any and all current or future use of the Service (or any portion thereof).

6.3. You may not access or use the Service for any purpose other than that for which we make the Service available. The Service may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

6.4. As a user of the Service, you agree not to:
6.4.1. systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
6.4.2. make any unauthorized use of the Service;
6.4.3. make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Service;
6.4.4. use the Service for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
6.4.5. make the Service available over a network or other environment permitting access or use by multiple devices or users at the same time;
6.4.6. use the Service for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Service;
6.4.7. use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Service;
6.4.8. circumvent, disable, or otherwise interfere with security-related features of the Service;
6.4.9. engage in unauthorized framing of or linking to the Service;
6.4.10. interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service;
6.4.11. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service;
6.4.12. attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service;
6.4.13. upload or distribute in any way files that contain viruses, worms, trojans, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
6.4.14. use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or using or launching any unauthorized script or other software;

6.4.15. use the Service to send automated queries to any website or to send any unsolicited commercial e-mail;
6.4.16. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service;
6.4.17. use the Service in a manner inconsistent with any applicable laws or regulations; or
6.4.18. otherwise infringe these Terms.

7. DISCLAIMER OF WARRANTIES

THE APP, WEBSITE, CONTENT AND OTHER ASPECTS OF THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE APP, WEBSITE, CONTENT AND OTHER ASPECTS OF THE SERVICE ARE PROVIDED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE COMPANY AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT THAT: (I) THE SERVICE, CONTENT OR OTHER INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (II) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (III) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (IV) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (V) ANY RESULT OR OUTCOME CAN BE ACHIEVED.

8. LIMITATION OF LIABILITY

8.1. IN NO EVENT SHALL WE (AND OUR AFFILIATES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE (INCLUDING THE APP, WEBSITE OR CONTENT), OR THIRD PARTY ADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE (INCLUDING THE APP, CONTENT AND USER CONTENT), AND THIRD PARTY ADS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTING SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

8.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE COMPANY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE APP, WEBSITE, CONTENT OR SERVICE IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO THE COMPANY FOR ACCESS TO AND USE OF THE SERVICE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE TERMS BETWEEN THE COMPANY AND YOU.

8.3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE

LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

9. INDEMNITY

You agree to indemnify and hold the Company, its successors, subsidiaries, affiliates, any related companies, its suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Service, (ii) your User Content, or (iii) your violation of these Terms. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

10. INTERNATIONAL USE

The Company makes no representation that the Service is accessible, appropriate or legally available for use in your jurisdiction, and accessing and using the Service is prohibited from territories where doing so would be illegal. You access the Service at your own initiative and are responsible for compliance with local laws.

11. MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

11.1. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST.

11.2. YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

11.3. YOU AND THE COMPANY, AND EACH OF ITS RESPECTIVE AGENTS, CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND ASSIGNS, AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF

OR RELATING TO THIS AGREEMENT, THE SERVICE, OR THE PRIVACY POLICY, UNLESS YOU ARE LOCATED IN A JURISDICTION THAT PROHIBITS THE EXCLUSIVE USE OF ARBITRATION FOR DISPUTE RESOLUTION.

11.4. Arbitration is more informal way to settle disputes than a lawsuit in court. A neutral arbitrator instead of a judge or jury is used in arbitration, which allows for more limited discovery than in court, and is subject to very limited review by courts. The same damages and relief that a court can award can be awarded by arbitrators. Please see more information about arbitration at http://www.adr.org.

11.5. A party which intends to seek arbitration must first send to the other a written notice of intent to arbitrate (a "Notice") by an international courier with a tracking mechanism, or, in the absence of a mailing address provided by you to us, via any other method available to us, including via e-mail. The Notice to the Company must be addressed to: support@keiki.app (as applicable, the "Arbitration Notice Address"). The Notice shall (i) describe the basis and nature of the claim or dispute; and (ii) set the specific relief sought (the "Demand"). If you and the Company do not reach an agreement to resolve the claim within 30 days after the Notice is received, then you or we may commence an arbitration proceeding as set forth below or file an individual claim in small claims court.

11.6. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") WILL EXCLUSIVELY ADMINISTER THE ARBITRATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE "Rules"), AS MODIFIED BY THESE TERMS.

11.7. If you commence arbitration against us, you are required to provide a second Notice to the Company at the Arbitration Notice Address within seven (7) days of arbitration commencement. The Rules and AAA forms are available online at http://www.adr.org. Unless your Demand is equal to or greater than $1,000 or was filed in bad faith, in which case you are solely responsible for the payment of the filing fee, if you are required to pay a filing fee to commence an arbitration against us, then we will promptly reimburse you for your confirmed payment of the filing fee upon our receipt of the second Notice at the Arbitration Notice Address that you have commenced arbitration along with a receipt evidencing payment of the filing fee.

11.8. The arbitration shall be conducted exclusively in English. A single, independent and impartial arbitrator with his or her primary place of business in Alexandria, Virginia (if you are from the United States) or in the Nicosia, Cyprus (if you are not from the United States) will be appointed pursuant to the Rules, as modified herein. You and the Company agree to comply with the following rules, which are intended to streamline the arbitration process and reduce the costs and burdens on the parties: (i) the arbitration will be conducted online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (iii) any judgment on the award the arbitrator renders may be entered in any court of competent jurisdiction.

11.9. TO THE FULLEST EXTENT PERMITTED UNDER LAW, YOU AND THE COMPANY AGREE THAT YOU AND THE COMPANY 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, REPRESENTATIVE, OR CONSOLIDATED PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION CLAUSE WILL BE NULL AND VOID.

11.10. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, the Privacy Policy, and this arbitration provision. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration clause can be enforced against a non-party to this agreement and whether a non-party to these Terms can enforce its provision against you or us.

11.11. Barring extraordinary circumstances, the arbitrator will issue his or her final, confidential decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days upon a showing of good cause and in the interests of justice. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator shall apply the laws of the Commonwealth of Virginia without regard to its conflicts of laws principles in conducting the arbitration. You acknowledge that these terms and your use of the Service evidences a transaction involving interstate commerce. The United States Federal Arbitration Act ("FAA") will govern the interpretation, enforcement, and proceedings pursuant to this Clause 11. Any award rendered shall be final, subject to appeal under the FAA.

11.12. The abovestated provisions of this Clause 11 shall not apply to any claim in which either party seeks equitable relief to protect such party's copyrights, trademarks, patents, or other intellectual property. For the avoidance of doubt, you agree that, in the event the Company or a third party breaches these Terms, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against us, and your only remedy will be for monetary damages, subject to the limitations of liability set forth in these Terms.

11.13. You and we agree that, notwithstanding any other rights a party may have at law or in equity, any claim arising out of or related to these Terms (including the Privacy Policy) or the Service, excluding a claim for indemnification, must be initiated with the AAA or filed in small claims court in Alexandria, Virginia within one (1) year after the claim accrues. Otherwise, such cause of action is permanently and forever barred. This one (1) year period includes the thirty (30) day pre-dispute procedure set forth in sub-clause 11.5 above.

11.14. All claims you bring against the Company must be resolved in accordance with this

Clause. All claims filed or brought contrary to this Clause shall be considered improperly filed. Should you file a claim contrary to this Clause, the Company may recover attorneys' fees and reimbursement of its costs, provided that the Company has notified you in writing of the improperly filed claim, and you fail to promptly withdraw such claim.

11.15. In the event that we make any material change to this arbitration provision (other than a change to our Arbitration Notice Address), you may reject any such change by sending us written notice to our Arbitration Notice Address within thirty (30) days of the change, in which case your Account and your license to use the Service will terminate immediately, and this Clause, as in effect immediately prior to the amendments you reject, will survive the termination of these Terms.

11.16. If only paragraph 11.9 above or the entirety of this Clause 11 is found to be unenforceable, then the entirety of this Clause 11 will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Clause 11 will govern any action arising out of or related to this Agreement.

11.17. YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION.

11.18. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST USE, OR ATTEMPT TO USE, THE SERVICE BY WRITING TO SUPPORT@KEIKI.APP OR TO THE ARBITRATION NOTICE ADDRESS. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE OPTING OUT AND CONTAINING ENOUGH DETAILS ABOUT YOU FOR US TO BE ABLE TO IDENTIFY YOU WITHIN THIRTY (30) DAYS. IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THIS AGREEMENT.

12. GOVERNING LAW

12.1. The laws of England and Wales, excluding its conflicts of law principles, govern these Terms and your use of the Service.

12.2. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action will be subject to the exclusive jurisdiction of:
12.2.1. the state and federal courts in the City of Alexandria, Virginia – if you are a resident of the United States; or
12.2.2. the courts of Nicosia, Cyprus – if you are not a resident of the United States;
and you hereby irrevocably submit to personal jurisdiction and venue in such courts, and waive

any defense of improper venue or inconvenient forum.

13. MISCELLANEOUS PROVISIONS

13.1. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to these Terms will impair any such right or be construed to be a waiver thereof, and a waiver by the Company of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained.

13.2. Subject to Clause 11, if any provision of these Terms is found to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law.

13.3. Except as otherwise expressly provided herein, these Terms set forth the entire agreement between you and the Company regarding its subject matter, and supersede all prior promises, agreements or representations, whether written or oral, regarding such subject matter.

13.4. The Company may transfer or assign any and all of its rights and obligations under these Terms to any other person, by any way, including by novation, and by accepting these Terms you give the Company consent to any such assignment and transfer. You confirm that placing on the Service of a version of these Terms indicating another person as a party to the Terms shall constitute valid notice to you of the transfer of Company's rights and obligations under the Agreement (unless otherwise is expressly indicated).

13.5. All information communicated on the Service is considered an electronic communication. When you communicate with us through or on the Service or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You further acknowledge and agree that by clicking on a button labeled "SUBMIT", "CONTINUE", "REGISTER", "I AGREE" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.

13.6. In no event shall the Company be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside the Company's reasonable control.

14. CONTACT

If you want to send any notice under these Terms or have any questions regarding the Service, you may contact us at: support@keiki.app.

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Last Updated: **6 August 2021**