

# **TERMS AND CONDITIONS OF SERVICE**

VERSION 1.0



# Kiiper

## Terms and Conditions of Service

### I. Engagement

1. **Terms.** These Terms and Conditions (“**Terms**”) control the rights and obligations of all customers (“**Customer**” or “**Customers**”) in their use of Kiiper (“**Kiiper**”), including any users thereof. The Terms are a binding contract and thus mandatory, unwaivable, enforceable and applicable to each Customer in any territory from which they access and use Kiiper. It is the Customers’ sole responsibility to carefully and comprehensively read, understand and execute the Terms prior to any access or use, conversions’ purchase and activation of any of Kiiper’s plans as well as incurring any charges. By accepting the Terms, Customer engages the Company in order to use the benefits in Sections IV, V, VI and VII hereto.
2. **Ownership.** Kiiper is a proprietary software wholly owned, developed, maintained and distributed by Kiiper Inc., a Delaware corporation (“**Company**”).
3. **Effective Date.** The Terms and any last version of them will be in effect as to Customer on the date the former accepts them by checking off the item next to the consent statement, which reads: “I have read and agreed to the Terms and Conditions of Service”. At no times Customer, having signed up for a free trial, purchased conversions or having activated a a plan, will have access to and be able to use Kiiper without the clear and unequivocal acceptance of these Terms under the guidelines set forth herein.

### II. License

1. **Use.** Subject to Customer’s acceptance of the Terms and payment of the fees under Section VIII hereto, Customer is granted a limited, temporary, non-exclusive, non-distributable and fundamentally rescindable and modifiable license to use Kiiper (the “**License**”). The License permits Customer solely to take all necessary steps to use Kiiper via the Internet, on any browser and any device to the extent Customer has signed up for a free trial, purchased conversions or activated a plan under these Terms.
2. **Limitations.** Customer will not: (i) permit any access to, use or management of Customer’s profile or users on Kiiper whatsoever to any non-authorized person, agent, employee, affiliate or others of any non-authorized third party; (ii) purchase conversions or activate any plan to offer any such services to any person; (iii) transfer, distribute, divulge, resell, reassign, lease or loan this License. No rights, benefits or privileges are impliedly granted in addition to those accorded under the License.

## II. License - III. Subscription

3. **Content.** Customer may upload, store or otherwise make available any data, documents or materials into Kiiper as a result of its use (“**Content**”). Customer will not use Kiiper to upload, store, transmit, generate or otherwise make available any illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate, objectionable, false and/or misleading information or communications of any kind into Kiiper, nor will Customer introduce any computer virus or harmful data into Kiiper. Kiiper is not to be held liable for any damages resulting from Customer’s upload of the Content even if it takes appropriate steps to ensure the monitoring and removal of any potentially inappropriate Content.
4. **IP Rights.** In accordance with Section I(2) of the Terms, Customer hereby fully, clearly and irrevocably recognizes and represents to acknowledge, to the fullest extent permitted by law, Company’s full ownership of any and all plans, benefits, creations, codes, source codes, software, automations, derivatives, designs, feedback, marks and other industrial, proprietary and intellectual property rights that arise out from, relate or pertain to, and are in connection with, Kiiper (“**IP Rights**”). Customer further fully, clearly and irrevocably renounces and/or reassigns any rights on Kiiper to Company, and to the extent such rights are not subject to renunciation or reassignment as a matter of law, Customer hereby grants a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use said rights Customer provides to Company in any way. Disassembly, decompilation or reverse engineering and other source code derivation of Kiiper is prohibited. Customer does not own any of the Company’s IP Rights, and has no right to remove any of the Company’s trademarks, proprietary marks, copyright notices and other indication of the former’s ownership of Kiiper.
5. **Revocation.** The License will be automatically revoked whenever a cancellation event under Section XII hereto to occurs. Notwithstanding the foregoing, Customer will be able to access its Subscription data for up to 360 days after a cancellation event.

## III. Subscription

1. **Concept.** Customer will manage administrative matters, access its free trial, purchase conversions and activate plans, as well as using the benefits available, through its subscription, which will be created by Customer upon signing up for Kiiper (“**Subscription**”).
2. **Status.** In accordance with this Section, Kiiper will automatically assign a status to Customer’s Subscription. Each status will determine Customer’s current access to, and use of, Kiiper.

- 2.1. **Free Trial.** Customer's Subscription during a free trial under Section V hereto will be designated as such, and will have access to the benefits available under a free trial of Kiper. A free trial will expire when Customer exhausts the conversions available under the free trial or upon expiration of the 30-day conversions period, whichever occurs first. Customer may change its Subscription status from Free Trial by purchasing conversions or activating a monthly plan.
- 2.2. **On-Demand.** If Customer purchases conversions on demand –as defined under Section VI hereto–, its Subscription will be assigned a status in accordance with such and have access to the limited benefits of users that purchase conversions. This status will expire upon exhaustion of all purchased conversions or expiration of the 60-day conversion period, whichever occurs first. Customer may change its Subscription status from On-Demand by activating a monthly plan.
- 2.3. **On-Hold** Customer's Subscription will be put on an on-hold status for up to 90 days when: (i) Customer's free trial has expired; or (ii) Customer's on-demand status expires. Customer may change its Subscription status from on-hold by purchasing conversions or activating a monthly plan.
- 2.4. **Inactive.** Customer's Subscription will be assigned an "Inactive" status both once the free trial and on-hold status period expire. Subject to Section VI hereto, Customer may reactivate its Subscription by purchasing conversions or activating a monthly plan.
- 2.5. **Active.** Customer's Subscription will be assigned an "Active" status so long as Customer has an active plan –as defined in Section VII hereto– and will be thus able to access the benefits available under the selected plan.
- 2.6. **Grace Period.** Where fees for a Subscription set as "Active" have not been processed under Section VIII(10), Customer's Subscription will be assigned a temporary status during the grace period of 30 days. If payment is successfully processed during the grace period, Customer's Subscription will revert back to "Active" again.
- 2.7. **Canceled.** Customer's Subscription will be assigned a "Canceled" status if: (i) Customer cancels its active plan; or (ii) the on-demand and on-hold status expire. Customer may change its Subscription status from "Canceled" by purchasing conversions or activating a monthly plan.

#### IV. Product & benefits

Customer's uses of Kiper are varied and may comprise trying Kiper for free, purchasing conversions or activating a monthly plan to convert searchable bank statements into formats compatible with Customer's selected third party Accounting software and

access benefits to make the bank reconciliation process more efficient. Benefits may vary in accordance with the status of the Subscription.

1. **Bank statements.** Generally, bank statements are transactional reports issued by a bank institution. Kiiper charges one (1) conversion for each monthly bank statement. For Kiiper, a monthly bank statement is a document reflecting bank transactions within a period of up to 32 continuous days, no matter if it includes transactions for two months (Kiiper considers bank statements with no calendar periods).
2. **Conversions' Status.** Conversions observe the following status:
  - 2.1. **Convertible**, which is when a bank statement was analyzed and it can be converted on Kiiper.
  - 2.2. **Successful**, when the conversion was completed and Customer downloaded the file.
  - 2.3. **In progress**, occurring when a conversion has not been processed immediately because the format is new to Kiiper and may take up to 8 business hours.
  - 2.4. **Non-convertible**, which is a bank statement that was analyzed and cannot be converted due to the file: (i) not being in a searchable format; (ii) being damaged; or (iii) requires a password to access its contents.
3. **Businesses' conversions.** Customer may create and manage a number of businesses and perform conversions per each of the businesses' bank accounts on Kiiper.
4. **Information storage.** Kiiper will store, without limitation, all of Customer's uploaded bank statements, conversions, transactions, history of transactions, notifications of activity and Content. Preservation of the foregoing information is subject to Kiiper's records retention policy in accordance with the status of the Subscription as set forth in Section IV(9).
5. **Users profiles.** Customer will be entitled to create, authorize and manage as many Users with different levels of access and management as afforded by the selected Plan ("User" or "Users").
  - 5.1. **Owner.** Customer will designate an User as an owner, which will be the proprietor and main holder of the Subscription with wide management and control capabilities ("Owner"). An Owner is the User with the highest level of privileges and can do all related actions regarding the Subscription, transfer the ownership and its payment method, purchase conversions or activate a plan and make plans' changes, manage Users and handle bank accounts, files and conversions.
  - 5.2. **Administrator.** Customer may designate Users as administrator ("Administrator" or "Administrators"). The Administrators are Users with high level of privileges and do related actions with subscription's payment method, purchase conversions and activate a plan and make changes, manage users and handle bank accounts, files

and conversions. However, the Administrator may not transfer the ownership of the Subscription.

- 5.3. **Teammate.** Customer may designate Users as teammates (“**Teammate Users**”). Teammate Users possess a limited level of privileges and can handle bank accounts, files and conversions.
6. **Training.** Customer may receive training from Kiiper on its use and technical matters in two modes: (i) standard, which will provide Customer and its Users with access to Kiiper’s knowledge base consisting of various learning resources; and (ii) personalized, which will provide Customer with the opportunity to attend live webinars for an improved understanding of Kiiper and an enhanced customer experience.
7. **Customer Support.** Customer may be able to request and receive customer support for inquiries and issues in its use of Kiiper. Plans may comprise either of two types of support: (i) standard, by which Customer will be entitled to regular response times of 8 hours; and (ii) priority, which entitles Customer to shortened response periods of 6 hours.
8. **Conversion Period.** For conversions’ purchase, Customer must use all purchased conversions in 60 days. For plans, the conversions period will be 30 days plus the rollover periods set forth under each plan.
9. **Records Retention Policy.** Content will be permanently deleted after the Subscription is assigned an “Inactive” status. When the Subscription is set as “Canceled”, Content will be permanently deleted after 360 days in that status.

## V. Free trial

1. **Concept.** Customer may access a single free trial of Kiiper, subject to the terms set forth on Kiiper's website, which may be revised and updated at any time.
2. **Benefits.** By starting a free trial, Customer will be able to access a variety of benefits: (i) 1 business; (ii) all supported downloadable formats for bank statements; (iii) 1 Owner User; (iv) a limited number of conversions; (v) standard training and customer support; (vi) apps integrations; (vii) reconciliation dashboards; and (viii) conversions period of 30 days after signing up.
3. **Unused conversions.** If Customer purchases conversions or activates a Plan during the free trial, any available conversions will carry over and be credited along with the conversions purchased or included under the selected Plan.

## VI. Conversions' Purchase

1. **Concept.** Customer can purchase a number of conversions based on their demands, subject to the terms set forth on Kiiper's website, which may be revised and updated at any time.
2. **Fees.** Fees for purchase of conversions comprise a price per unit which shall be paid in accordance with Section VII(3) hereto and posted on Kiiper's website
3. **Benefits.** By purchasing conversions, Customer will be able to access a variety of benefits: (i) Unlimited businesses; (ii) all supported downloadable formats for bank statements; (iii) unlimited storage, (iv) 1 user with owner profile; (v) as many conversions as Customer purchases; (vi) standard training and customer support; and (vii) conversions period of 60 days after purchase of the conversions.
4. **Unused conversions.** If not used within a 60-day conversion period, conversions purchased by Customer will be non-refundable.

## VII. Plans

1. **Concept.** Customer may activate monthly-basis plans, subject to the terms set forth on Kiiper's website, which may be revised and updated at any time ("Plan" or, collectively, "Plans"). All the Plans have not only a specific number of benefits to maximize Customer's experience with Kiiper, but also share certain common benefits. Regardless of the selected Plan, Customer can always purchase further conversions in addition to those already available under the Plan. Customer may also add, on a monthly basis or otherwise, a number of further conversions in addition to those available under the selected Plan.
2. **Fees.** Fees for the selected Plan will result from the fees assigned to each Plan and/or any additional purchased conversions.
3. **Benefits.** Each Plan has a variety of benefits, namely: (i) a limited number of conversions per month; (ii) number of users; (iii) type of training; (iv) customer support service level; (v) integrations with third-party cloud Accounting software; (vi) reconciliation dashboards; and (vii) conversions period of 30 days plus rollover periods per each Plan (individually, "Benefit" or, collectively, "Benefits"). The Plans are posted on Kiiper's website and may be regularly updated by Kiiper. In addition to the varied Benefits specific to each Plan, all Plans have common Benefits at the same fees, namely: (i) ability to convert bank statements per and for an unlimited amount of businesses; (ii) all supported downloadable formats for bank statements; (iii) unlimited storage; (iv) user profiles.

4. **Renewal.** The Plan in use by Customer will be automatically renewed on a monthly basis, subject to successful payment of the fees under Section VIII hereto.
5. **Upgrade.** At any time, Customer may upgrade its current Plan. In such scenario, a charge will be applied to Customer's selected payment method for the price difference between its new and current Plan and billed in advance (minus discounts and plus taxes, where applicable). Customer will gain immediate access to the Benefits available under the new Plan and the conversions difference between the current Plan and the upgraded Plan will be credited in Customer's Subscription.
6. **Downgrade.** At any time, Customer may downgrade its current Plan, in which case the current Plan, its Benefits and fees will remain effective until the end of Customer's current billing period. The Plan downgrade will be effective in the next billing period.
7. **Unused Conversions.** If at the end of a billing period Customer has a unused number of bank statements conversion available under its Plan, said conversions will roll over to the next billing periods in accordance with each Plan's Benefit (roll over conversions period).
8. **Cancellation.** Customer may cancel its active Plan at any time. The cancellation of Customer's Plan will be effective after the end of its current billing period, after which Customer's Subscription will be thereby canceled. All unused conversions are nonrefundable.

### VIII. Fees, Invoicing and Payments

1. **Fees.** Any use of Kiper, whether by purchasing conversions or activating a Plan, will generate fees payable directly by Customer to Company.
2. **Conditions.** All fees will be charged to the selected payment method. Customer will be billed in advance, less discounts plus taxes. Kiper may limit the amount of payment methods that Customer may pay the fees with.
3. **Stripe.** Kiper uses Stripe, an independent third party payment services provider, to facilitate Customer's experience with payments.
  - 3.1. **Payment Method Data Collection.** To facilitate future payments, Stripe may collect, store and save Customer's payment method at Customer's request. To the extent Customer saves its payment method information on Stripe, any of Customer's saved payment method may display on Stripe when Customer attempts to process payment. Kiper and Company will not store, save, copy, reproduce or have reproduced any payment method introduced by Customer on Stripe.



- 3.2. **Reimbursements.** Any reimbursements will be processed by Stripe within 5 to 10 business days, subject to Stripe's terms and any modification to such under Subsection 3.2 hereto.
- 3.3. **Fraud.** Customer agrees to fully indemnify, hold harmless and not to sue Kiiper and Company at any time and for any cause of action, as well as to the extent set forth in Section XIV(1) hereto, for any fraud, credit card fraud, identity theft, embezzlement, misappropriation or any related wrongdoings stemming from Customer's use of Stripe as a payment platform. To the extent any surviving liability may be imposed on Kiiper and Company, Section XIV(2) will apply in said situations.
4. **Conversions purchase.** Customer may purchase any amount of conversions by entering its payment method information. A charge will be applied to the selected payment method upon Customer's acceptance, and it will be able to access the Benefits immediately.
5. **Plan activation.** Customer may activate any Plan by entering payment method information. A charge will be applied to the selected payment method upon Customer's acceptance and Customer will be able to access to the Benefits of the selected Plan forthwith.
6. **Renewal.** Plans will be renewed automatically on the anniversary date, which is the date of the first bill. The anniversary date of Plans activated on February 29 or the 31<sup>st</sup> day of each month, will be set on the 1<sup>st</sup> day of the month. Billing periods will be adjusted based on the calendar, as applicable.
7. **Upgrade.** Customer may upgrade its existing Plan at any time. A charge consisting of the price difference between the new Plan and the current Plan will be applied to the selected payment method upon Customer's acceptance and Customer will be able to access to the Benefits of the new, upgraded Plan forthwith.
8. **Downgrade.** Where Customer has downgraded its existing Plan, new fees will apply and be charged starting from the next immediate billing period.
9. **Nonrefundable Conversions.** All conversions not used in a specified period under conversions' purchase or a Plan are nonrefundable.
10. **Payment failure.** If Customer's monthly subscription fee charge fails, Customer will have a 1-month grace period to update its selected payment method for resumption of payments. If the charge is successful, conversions in Customer's current billing period will be credited to its Subscription. If the charge is unsuccessful by the end of the grace period, Customer's Subscription will be set as canceled under Section III hereto and any available conversions will not be refunded.
11. **Fees updates.** All fees are posted on Kiiper's website and may, upon prior notice to Customer, be revised and updated by Company at any time. Unless otherwise

determined by the Company, the revised fees will be effective in the next purchase or billing period.

12. **Taxes.** Payable fees, whether for conversions' purchase or Plans, do not include any applicable taxes.

## IX. Customer support and maintenance

1. **Customer Support.** Kiiiper instructs a dedicated team, tools and resources to strive for a satisfactory customer experience and will attend any general inquiry or issue raised by Customer. Without prejudice to the levels of support that Customer would be entitled to per the benefits available under the free trial, conversions' purchase or an active Plan, Customer may contact Kiiiper via email at [support@kiiiper.app](mailto:support@kiiiper.app) for any technical support with respect to its use and experience with Kiiiper.
2. **Availability; Uptime.** Customer acknowledges that due to its nature as a cloud-based software accessed via the Internet, Kiiiper may experience unscheduled downtime. Company strives to keep Kiiiper available and accessible at all times and generally avoids situations of downtime.
3. **Maintenance and Downtime.** Occasionally, Company will schedule downtime for purposes of maintenance, upkeep, updates or any other situation that warrants downtime at Company's sole discretion, in which case Company will strive to provide Customer with sufficient notice of at least 72 hours before any downtime. Company is relieved from its notice obligations to Customer in case of unscheduled maintenance or situations that necessitate an immediate response from Company that in turn produce downtime in Kiiiper.

## X. Integrations with third-party platforms.

1. **Integrations with Third-Party Platforms.** In addition to its own internal functionalities and proprietary software, Kiiiper incorporates integrations with third-party platforms, software, interfaces and benefits. Company offers said integrations based on a pre-existing Subscription or subscription owned or purchased by Customer on said third-party platforms, and thus it is not liable to the foregoing entities for any obligation undertaken by Customer to such and Customer shall remain solely responsible for its obligations with respect to said entities. Company represents that it offers integrations with said software without prejudice to any intellectual property rights pertaining to the aforementioned entities.

2. **Third-Party Platforms.** Upon Customer's creation of a new business on Kiiper, Customer must determine the third-party platforms of its choosing. Integrations with third-party platforms may be available under some Plans.

## XI. Security and data protection

1. **User access.** Users are typically employees, agents, contractors, or others within Customer's organization with Customer's authorization to use its Subscription. It is Customer's exclusive responsibility to ensure that only authorized persons are registered as Users and have access to the Subscription as well as to observe security measures in accordance with Section XI hereto.
2. **Subscription Management.** Customer is solely responsible for the safe management of its Kiiper Subscription, Users and passwords and agrees to store any Subscription information in secure formats and locations so as to prevent, minimize or permit the rapid attention to unauthorized access to the Subscription.
3. **Security.** Kiiper reinforces access controls, encrypts key information and uses certified online servers, and at all times will exercise reasonable care to ensure the safety and accessibility of Customer's Subscription, information and data. Customer and Company will notify each other immediately upon being made aware of any actual, suspected, potential, imminent or past data or security breach and undertake joint steps to address any such situations. Any liability that arises out from, relates to or is in connection with any Subscription or data security breach may be ultimately discharged or limited in accordance with Section XIV hereto. Both Company and Customer undertake to comply with its obligations under relevant applicable data protection laws, statutes, principles and agreements.
4. **Customer responsibilities.** In addition to securing the Subscription with emails and passwords, Company will ensure the safety, nondisclosure and secret of all bank statements, bank account information and any sensitive information uploaded by Customer into Kiiper. Customer will undertake all necessary steps to ensure its electronically stored information is safe including, without limitation, having a backup of said information, maintaining personal copies of the data entered into Kiiper, among others. Company will not be held liable for any data loss.
5. **Data management.** Both Company and Customer acknowledge that the Company is a data processor and the Customer is a data controller and each shall comply with their respective statutory data protection obligations. To the extent that data is processed when the Users use Kiiper, Customer hereby grants Company a non-exclusive, perpetual, transferrable and sublicensable license to use, have used, copy, have copied,

transmit, store, have stored, analyse, and back up all data uploaded by Customer into Kiiper, with the sole exception of sensitive financial information.

6. **Data use.** Company will limit its use of Customer's data to enable the former to use Kiiper in the most satisfactory way possible and in continuous improvement; to create and develop Company's brand, trademark and services; to communicate with Customer about its subscription and to send information of its interest.
7. **Mandatory disclosure.** Should Company receive a subpoena or otherwise an order from a court of valid jurisdiction to produce any data or information stored in Kiiper, Company will provide you with as much of a notice ahead of any production as possible, in which event Customer acknowledges that Company would be in the legal obligation to produce said data and information.
8. **Amazon Web Services.** Company may, and Customer does authorize it to, outsource Amazon Web Services in order to store the data that Customer uploads to Kiiper for all security purposes set forth in this Subsection.

## XII. Cancellation

1. **Cancellation by Customer.** Customer can cancel its Plan at any time.
2. **Cancellation by Company.** Company may cancel Customer's Subscription, if: (i) an on-demand and on-hold status expire; or (ii) payment of Customer's monthly fees is not processed by the end of the grace period.
3. **Surviving Sections.** Sections II(3), II(4), VII,, XII(3), XIII, XIV, XV and XVI of these Terms shall survive cancellation.

## XIII. Confidential information

1. **Concept.** Any information stored in Kiiper, whether uploaded by Customer or already existing in Kiiper as well as any information exchanged between and disclosed by Customer to Company will be regarded for purposes of these Terms as confidential information ("**Confidential Information**") and subject to the confidentiality obligations that both Customer and Company undertake herein.
2. **Use.** Both Customer and Company agree not to use any Confidential Information for any purpose other than Customer's use, and Company's provision of, Kiiper.
3. **Confidentiality obligations.** Customer and Company agree that they shall, jointly and individually, take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under these Terms to have any such information. Such measures shall include, without limitation,

the highest degree of care that each party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Customer and Company will notify each other immediately in writing upon being made aware of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Confidential Information. If Customer is found to have incurred violations of the foregoing confidentially obligations, Company will immediately cancel Customer's Subscription and discontinue its use of Kiper under Section XII hereto, regardless of whether the infraction was individual, isolated, repeated or systematic.

- 4. Exceptions.** Notwithstanding the above, the parties agree that they shall not have any liability with respect to each other regarding any Confidential Information which either party can prove: (i) was already in the public domain at the time it was disclosed by either party to the other; (ii) is disclosed with the prior written approval of the other party; or (iii) disclosure is compelled by a court, administrative agency or other governmental body, in which case said disclosure will be controlled by Sections XIII and XIV hereto.

#### XIV. Indemnity and Limitation of Liability

- 1. Indemnification.** Customer agrees to indemnify, defend and hold Company harmless, as well as its employees, contractors, affiliates, executives, board and managerial officers, clients, customers, shareholders and stakeholders, to the fullest extent permitted by law, from and against any and all harm, claims, lawsuits, causes of actions, liabilities, demands, costs and expenses (inclusive of attorney's fees and costs and expenses related thereto) that arise out of, or are otherwise related to, loss of data, loss of profit, loss of future earnings, loss of reputation, and any punitive, compensatory, incidental, consequential, indirect, exemplary or reliance damages thereto related caused in whole or in part by the use of misuse of Kiper by itself, its employees or affiliates that may or effectively leads to, without limitation, financial and/or tax fraud, embezzlement, mismanagement, misrepresentation of Accounting and financial situation, illegal, illicit, inappropriate, prohibited and even dishonest Accounting, tax or financial practices, inaccurate financial information, untimely, insufficient, unreliable or erroneous financial reporting, loss of earnings, loss of income, failure of business model or investment, loss or corruption of Customer's data, among others.
- 2. Limitation of Liability.** Other than liability that cannot be excluded or limited by law, Company's liability to Customer arising out from or related with Kiper, in contract, tort (including negligence) or otherwise, the total aggregate liability to Customer in any circumstance is limited to the total Fees Customer paid Company in the 3 months immediately preceding the date on which the claim giving rise to the liability arose.

## XV. Representations and Warranties

- 1. Company's Representations and Warranties.** Company represents and warrants: (i) it will discharge its obligations pursuant to the Terms, and render all of Kiiper's selected Plans and Benefits thereof, in a competent and professional manner consistent with general, reasonable industry standards; and (ii) it will discharge its obligations contained herein in good faith. Company intends to make no further implied representations and warranties in addition to the foregoing.
- 2. Customer's Representations and Warranties.** Customer represents and warrants that: (i) it will discharge its obligations pursuant to these Terms; (ii) it will discharge its obligations contained herein in good faith; (iii) it fully recognizes, without reservation, Company's ownership, rights, titles and interests over Kiiper, and does expressly forever waive any right, title or interest that may be constituted in its favor over Kiiper; (iv) it will not use Kiiper to compete in any manner with Company; (v) it will not, under any circumstances, furnish or provide access and use credentials for the License to anyone; (vi) cannot, and will not, intend to effectively reproduce, replicate or copy Kiiper; and (vii) it is aware that the Kiiper as Company's proprietary software was fully created, researched, designed, developed, maintained and executed by Company at great expense, and any harm that could be caused to them as a result of these Terms shall constitute irreparable damage.
- 3. Disclaimer of Warranties.** Customer's use of Kiiper at its own risk. Kiiper is provided on an "as is" basis. To the maximum extent permitted by applicable laws, Company, its affiliates and its and their third party providers, licensors, distributors or suppliers disclaim all warranties, express or implied, including any warranty that Kiiper is fit for a particular purpose, title, merchantability, data loss, non-interference with or non-infringement of any intellectual property rights, or the accuracy, reliability, quality of content in or linked to the services. Company and its affiliates and suppliers do not warrant that the services are secure, free from bugs, viruses, interruption, errors, theft or destruction. If the exclusions for implied warranties do not apply to you, any implied warranties are limited to 60 days from the date of purchase or delivery of the services, whichever is sooner.

## XVI. Miscellaneous

- 1. Dispute Resolution.** Customer and Company agree that any complaints with respect to Kiiper will be resolved amicably between them by the use of Company's Customer Support team. Should amicable resolution not be possible, Customer and Company agree to resolve those disputes through binding arbitration or small claims court

instead of in courts of general jurisdiction, without a jury. All disputes will be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

2. **Governing Law and Jurisdiction.** The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Customer and Company submit to the jurisdiction of the competent courts of the State of Florida, and any arbitration shall be seated in the State of Florida as well as instructed and conducted by the institution and under the rules the parties agree to. All parties must bear their costs of suit and all related expenses, including attorney's fees and arbitration costs.
3. **Notices.** For legal notices to Company and/or Kiiper, Customer must direct an email to [legal@kiiper.app](mailto:legal@kiiper.app). For legal notices to Customer, Company will direct an email to Customer's authorized email address as provided in Kiiper (Owner's profile email). Legal notices sent after 5:00 p.m. E.T on a business day shall be understood as received and effective as of the following business day. For notices directed to all customers and users of Kiiper, Company may post a general legal notice on (i) its website, or (ii) Kiiper's app, in the "Inbox" module. Customer acknowledges that the foregoing practices will constitute a valid notice under these Terms.
4. **Modifications to Terms.** Kiiper may produce changes, modifications or updates to these Terms at any time, in which case Company will promptly notify Customer of any said changes, modifications or updates. Customer will accept the new terms in the way set forth in Section II(3) of the Terms.
5. **Entire agreement.** These Terms constitute the entire legally-binding agreement between such parties pertaining to the subject matter hereof, and merges and supersedes all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.



## The places we're at:

### Miami

miami@kiiper.app

### Mexico City

mexico@kiiper.app

### Caracas

caracas@kiiper.app



These Terms and Conditions outline the legal framework governing the use of our services. By accessing or using our services, you agree to comply with and be bound by these terms.

For assistance in locating or downloading your statements, please contact your bank's customer service directly.

Feel free to reach out to our support channel, and we'll be glad to help you.

✉ [support@kiiper.app](mailto:support@kiiper.app)

