

## Terms and Conditions

**Last Updated:**  
October 10, 2023

KAIA LLC (referred to as “**KAIA**”, “**we**”, or “**our**”) is a two-sided crowdfunding platform exclusively for investors and users (together “**Member(s)**”) and female founders (“**Founder(s)**”). KAIA facilitates funding opportunities through community-based crowdfunding for Founders seeking funding for their businesses and creative endeavors (together referred to as our “**Services**”).

The following Terms and Conditions (hereinafter referred to as the “**Terms**”) between you (referred to as “**you**”, “**your**”, “**Member**”, or “**Founder**”) and KAIA, describe the specifications on which you may access, register, purchase, sell, and/or use the website, <https://kaiawomen.net> (the “**Website**”) or download the KAIA mobile application on Google Play or the Apple App Store (together the “**App Store**”). The Website and the App together shall be referred to as the “**Platform**”.

Any use of the Platform is conditioned upon your acceptance of all the conditions, policies, and notices stated herein. By using the Website, selling your products, making a purchase, downloading the App, and/or by utilizing our Services in any way through our Platform, you agree to be bound by these Terms. The Terms apply to each user, including, without limitation, any browsers, content contributors, or affiliates, contractors, or employees of any Member or Founder.

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MAY APPLY. YOU SHOULD ALSO CAREFULLY REVIEW KAIA’S [PRIVACY POLICY](#) BEFORE OR USING ANY OF THE AVAILABLE SERVICES.

DO NOT USE OUR SERVICES IF YOU (a) DO NOT AGREE TO THESE TERMS; OR (b) ARE PROHIBITED FROM ACCESSING OR USING THE PLATFORM OR ANY ITS CONTENTS, GOODS, OR SERVICES BY APPLICABLE LAW.

Any new features or tools, which are added to the Platform, shall also be subject to these Terms. You can review the most current version of the Terms at any time on this page. **KAIA reserves the right** to update, change, or replace these Terms at any time by posting updates and/or changes to the Platform at its sole discretion. It is your responsibility to check this page periodically for changes. Your continued use of, or access to, our Services following the posting of any changes to these Terms constitutes acceptance of those changes.

### **1. Definitions**

“**Campaign(s)**” means any crowdfunding campaign created by a Founder using our Platform and/or Services. KAIA offers reward and donation based crowdfunding but does not yet offer equity based crowdfunding.

“**Campaign Promise**” is defined as the reward, gift, or any other item that Founder shall provide Member in exchange for their funding support. A Campaign Promise shall also include an estimate on the time that Founder shall receive their item.

**“Female Founded or Female Founder”** is defined as any business or legal entity that is majority owned by a woman or individual who identifies as a woman (including transgender and non-binary).

**“Founder(s)”** refers to any individual has joined the Platform in order to market their product, service, or business through a Campaign.

**“Member(s)”** refers to any individual who has joined the Platform to support a Female Founded business by investing in their Campaign. For the avoidance of doubt, a Member can be of any gender which they identify with.

## 2. **Registration**

In order to access or use the Website, App, or use any of our Services, you will be required to create an Account.

If you are a Founder seeking to launch a Campaign, you will create a **“Founder Account”** and if you are a Member looking to support a Campaign on the Platform, you will create a **“Member Account”**. Founder Accounts and Member Accounts shall together be referred to as an **“Account”**.

To register and create your Account, you must provide your first and last name, email address, account password (and confirmation), role (Founder or Member), your payment information, and whether you are selecting to be on our mailing list (together your **“Personal Information”**). Founder’s will have to include certain information about their business which may be displayed on the Platform. Once you have created your Account, you will receive an email from KAIA to authenticate your Account by verifying your email address and password.

You represent and warrant that at all times (a) the information that you provide shall be true, accurate, current, and complete; and (b) you will keep your Account and public profile up to date. Our Services may include an interactive online forum, private messaging capabilities, group meetings, events, a social network, and/or a professional network related to your Account.

Our Services may allow the sharing of your information, including but not limited to, your Account, certain Personal Information, your profile, links that you share, information about your business (including financial information), products, services, videos, and private and/or public messages. Your engagement with our Services (including but not limited to, interaction with other Founders and Members, posting on forums, advertisements, or user generated content viewed or accessed) may be shared with others in accordance with our [Privacy Policy](#) and these Terms.

You shall be responsible for (a) all activities that transpire on or with your Account; (b) any content you contribute, in any manner, to your Account and our Platform; and (c) any act or omission related to your Account, or the use thereof, that would be deemed a violation of these Terms.

## 3. **Crowdfunding Campaign**

Founders have the ability to create Campaigns in order to seek reward and/or donation based funding from Members.

**Founders:** Founders understand and agree that the following obligations apply when creating a Campaign on the Platform:

- (a) Campaigns must be submitted to KAIA on the Platform for approval. Any person eighteen (18) years of age or older with a verified/registered Account may apply to have a Campaign; however, the business must be Female Founded as defined in Section 1. KAIA certifies that approval of a Campaign will be completely based on non-discriminatory factors, and KAIA reserves the right to communicate or not communicate with that respective Founder the reason for any denial based on non-discriminatory factors.
- (b) Once a Founder receives any payment for a Campaign by a Member, Founder must provide Member with all Campaign Promises as agreed within the allotted time frame. Once a Founder has done so, they will have satisfied their obligations to the Member. KAIA is a third party Platform and is not responsible for any issues with payment by the Member.
- (c) If a Founder is unable to fulfill their Campaign Promise, they shall be considered in violation of these Terms unless they are able to find another reasonable solution that the Founder and Member can agree upon. In certain instances, that may be to return the investment by the Member. KAIA will do its best to facilitate in these situations; however, KAIA shall not be liable for any dissatisfaction by either the Founder or Member. Founder accepts and acknowledges that there may be limited instances where the payments cannot be collected from Members. In any instance outlined in this Section, KAIA also has the right to terminate either party.
- (d) Subject to its discretion, all payments made to KAIA shall remain **non-refundable**. KAIA will charge its Commission (as outlined below) before putting any payment from the Member into a Founder's Account.

#### **4. Prices and Payments**

**No Initial Fee.** There is no initial fee for Founders or Members to create an Account with KAIA.

**Commission.** KAIA's standard crowdfunding fee is five percent (5%) of any amount that a Founder receives as payment from a Member, plus any additional fees from KAIA's payment processors (the "**Commission**"). Payment processor fees may vary but are typically between 3-5%. You understand and agree that by accessing our third party payment providers, you are doing so at your own risk. By creating a Campaign, you are also agreeing to the payment processors terms of service, privacy policy, and any additional fees. KAIA shall pay you within fourteen (14) day of a Campaign ending via electronic transfer.

**Promotions.** KAIA may offer promotions, discounts, or sales on our Platform in our sole discretion ("**Promotions**"). Any available Promotions are subject to change without notice. These Promotions may affect the pricing and may be governed by terms and conditions separate from these Terms. If there is a conflict between the terms and conditions for a promotion and these Terms, the terms and conditions specific to that promotion will govern that specific circumstance.

**Taxes.** Founders are responsible for any taxes associated with receipt of any income fundraised through a KAIA Campaign. Founders that create a Campaign are also responsible for communicating any tax concerns relevant to the Founders of their Campaign.

#### **5. Prohibited Rewards and Campaigns**

Founders understand and agree that Campaigns cannot be created for illegal activities, to cause harm to people or property, or to scam others. It is the sole responsibility and exclusive liability of

the Member to comply with all applicable laws and regulations in connection with their Campaigns, and not to make any false or misleading statements.

The following cannot be provided by a Member to any Founder or other third party as a Campaign Promise for contributing to a Campaign:

- (a) Any form of “security” as defined in the Securities Act of 1933
- (b) Any form of financial incentive or participation in any profit-sharing
- (c) Any alcoholic consumer products
- (d) Any controlled substance or drug paraphernalia
- (e) Any weapons, ammunition, and related accessories
- (f) Any form of lottery or gambling
- (g) Any form of air transportation
- (h) Any form of leather or non-cruelty free products as determined by the Company
- (i) Any items or services promoting hate, discrimination, death, personal injury, destruction to person or property; any items or services that are prohibited by applicable law to do, possess, or distribute; any items or services that would result in infringement or violation of another person’s rights if distributed.

**Non-Circumvent.** All transactions between the Founder and Member should take place on the Platform. Under no circumstances should the Founder attempt to contact a Member in order to have them participate in a Campaign off of the Platform in order to avoid paying KAIA its Commission. For the avoidance of doubt, Founder may contact Member at the end of their Campaign, for alternative investment (including securities), if they develop their own relationship, if a Member contacts a Founder, or for any other reason other than avoiding payment of KAIA’s Commission.

## **6. Funding a Campaign**

For the avoidance of doubt, Members are solely and exclusively responsible for asking questions and investigating Campaigns that any respective Member that it is considering contributing to or otherwise backing. Any contribution is made completely voluntarily by the Member and at Member’s sole discretion, and KAIA shall not be liable for any action or inaction of the Founder and/or the Campaign that a Member contributes to.

KAIA does not guarantee to any Member that a Founder that creates a Campaign will use any funds received from Members as they may have promised in their Campaign, or that Founder will timely deliver its Campaign Promise. We also do not endorse, guarantee, make representations, or provide warranties for or about the quality, safety, morality, or legality of any Campaign, Founder, Campaign Promise, or other benefit promised by a Founder in relation to our Services.

Estimated delivery dates of any Campaign Promise set by Founder that creates a Campaign are the estimate of the respective Founder and not of KAIA. All questions, complaints, or any other issues regarding a Campaign Promise shall be delivered directly to the Founder.

## **7. Service Terms**

By agreeing to these Terms, or by using any of our Services, you represent that you are at least eighteen (18) years of age or older. Minors may use our Services under the supervision of their parents or legal guardians who agree to be bound by these Terms on their behalf. If you are a parent or legal guardian agreeing to these Terms on behalf of a minor, then you are fully responsible for his or her use of the Services, including all liabilities.

In addition, you must be in good standing and cannot be an individual that has been previously barred from receiving KAIA's Services under the laws of any applicable jurisdiction.

You may not use our Services for any illegal or unauthorized purpose nor may you, in using the Services, violate any laws, rules, or regulations in your jurisdiction (including, but not limited to, copyright laws). You also represent and warrant that you are using the Platform for your own personal use only, and not for resale, export, re-use, or any other similarly unauthorized use. A breach or violation of any of the Terms will result in an immediate termination of the Services.

You agree that KAIA may, without any prior notice, immediately suspend, terminate, discontinue and/or limit your use of or access to its Platform and the Services at its sole discretion, for any reason, including but not limited to:

- (a) any breach or violation of these Terms, or any other incorporated agreement, regulation, or guideline;
- (b) by way of request from law enforcement or any other governmental agencies;
- (c) the discontinuance, alteration and/or material modification to our Services, or any part thereof;
- (d) any engagement by you in any fraudulent or illegal activities; and/or
- (e) the non-payment of any associated fees that may be owed by you in connection with your Account. Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regard to the termination of your account, associated email address and/or access to any of our Services.

KAIA reserves the right to refuse Services to anyone, for any reason, at any time at its own discretion. KAIA reserves the right, but has no obligation, to pre-screen, refuse or delete any content currently available on its Platform. In addition, we reserve the right to remove or delete any such content that would violate these Terms or which would otherwise be considered offensive.

## **8. General Conditions of Use**

You acknowledge and agree not to reproduce, export, publish, assign, duplicate, copy, sell, resell, lease, license or exploit the Services, or any portion thereof.

KAIA reserves the right, but has no obligation, to modify, update, or discontinue its Services, or any Platform content (or any part thereof), without notice at any time. KAIA shall not be liable to you or to any third party for any modification, price change, Commission change, suspension, or discontinuance of the Services. You agree that it is your responsibility to monitor our Platform for any changes that may occur.

KAIA shall not be held responsible if information made available on the Platform is not accurate, complete, or current. For clarity, you are relying on any information at your own risk.

You consent to receiving communications from us, including but not limited to, e-mails, text messages, and/or calls regarding your Account, payments, updates to our Services, marketing, advertisement, and any other relevant information. Wireless carrier charges may apply to your use of our Services via wireless networks or devices and geo-location details.

You acknowledge, understand, and agree that all information, text, data, photographs, messages, tags, or any other content, whether it is publicly or privately posted and/or transmitted, is your expressed sole responsibility. Furthermore, you may not use our Services for any illegal or unauthorized purpose, nor may you, in the use of the Services, violate any laws, rules, or regulations in your jurisdiction. You agree not to make use of our Services for the purpose of any harmful or deceitful conduct, including, but not limited to, the following:

- (a) uploading, posting, transmitting, or otherwise making available any content that shall be deemed, in our discretion, to be harmful, threatening, abusive, harassing, defamatory, offensive, obscene, pornographic, libelous, or which is hateful, threatening, or otherwise objectionable to any group defined by race, religion, gender, national origin, or sexual orientation, including without limitation to expressions of bigotry, prejudice, racisms, hatred or profanity;
- (b) causing harm to minors in any manner whatsoever; and/or
- (c) impersonating any individual or entity, or otherwise misrepresenting any affiliation with an individual or entity.

## 9. **Content**

By using this Platform, you affirmatively consent that KAIA may use and share your video and image viewing data with third parties until consent is withdrawn. KAIA may track your viewing for its research, analytics, or ad serving purposes. It may share the above information with:

- (a) “**Ad Networks**” which are companies that display ads to you in the Platform;
- (b) “**Data Analytics Providers**” which are companies that collect and analyze the information collected about you; and
- (c) “**Social Networks**” which are companies that connect individuals around common interests and facilitate sharing (e.g., Facebook).

Reviews, responses, profile entries, posts, or questions may not be able to be deleted once uploaded. For some features of our Services, others may be able to request e-mail notifications of your new public content or publish their own comments to your comments. We may use the public content

to develop aggregate ratings, personalize Website views, market products, or identify or feature popular Founders and/or Members.

**10. Cancellation and Pausing Accounts**

**No Pausing Accounts.** Unfortunately, KAIA does not permit the pausing of any Accounts.

**Cancellation by Founder.** A Founder may cancel their Account any time they do not have a live Campaign. A Founder may not cancel their Account while a Campaign is in progress unless no payment has been made by any Members. Once any money has been provided by a Member, Founders will not be able to close their Campaign until its end and upon the final payment being rendered.

**Cancellation by Member.** A Member may cancel their Account any time; however, any payments made towards a Campaign will not be refunded. Upon cancellation, it is the Founder's responsibility to ensure that any Campaign Promises are delivered directly to Member.

You may terminate through the Website or App Store in accordance with its Terms. KAIA is not responsible for any errors made when cancelling your Account.

**11. Accuracy, Completeness, and Timeliness of Information**

KAIA shall not be held responsible if information made available on its Platform is not accurate, complete, or current. You are relying on any information found on the Platform at your own risk.

KAIA reserves the right to modify the contents of this Platform at any time but has no obligation to update any information on the Platform. You agree that it is your responsibility to monitor our Platform for any changes that may occur. KAIA strives to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. KAIA reserves the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

**12. Content Disputes**

In the event of a dispute related to or stemming from any user generated content (a “**Content Dispute**”), you must contact KAIA via email.

We abide by the Digital Millennium Copyright Act (the “**DMCA**”) as it relates to online service providers, like us, being asked to remove material that allegedly violates another's copyright. The DMCA provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. KAIA respects others' intellectual property rights and further reserves the right to delete or disable content alleged to be infringing, and to terminate the User Accounts of repeat alleged infringers. In the event of a DMCA violation, please contact our Website Administrator containing the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- (b) identification of works or materials being infringed;

- (c) identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence;
- (d) your contact information as the reporter including address, phone number and email;
- (e) a statement that you have a good faith belief that the material identified is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement made under penalty of perjury that the information provided is accurate and the reporting party is authorized to make the complaint on behalf of the copyright owner.

**Copyright Infringement Claims.** If you believe in good faith that materials available on the Platform infringe your copyright, you (or your agent) may send KAIA a written notice by mail, email, or fax, requesting that KAIA remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to KAIA counternotice. Notices and counter notices must meet current DMCA statutory requirements. Visit <https://www.copyright.gov/> for additional details.

### 13. **Intellectual Property & Proprietary Rights**

KAIA owns, solely and exclusively, all right, title and interest in and to the Services, all content, software code, data, and materials, the look, feel, design and organization of the Platform, and the compilation of the content, code, data, and materials on the Platform, including but not limited to any intellectual property and proprietary rights. KAIA reserves all rights in and to the Services not granted expressly in these Terms. Nothing shall be construed as granting to you, by implication, estoppel, or otherwise, any license or right to the Services or any of our content except as expressly permitted by these Terms.

If you post, upload, or make available any, information, data, text, files, communications, or other materials regarding our Services and your use of the Services on any website, blog, article, or social media platform (“**Your Content**”), you hereby grant KAIA a perpetual, non-exclusive, irrevocable, royalty-free, sub-licensable, and transferable (in whole or in part), worldwide license to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform, or otherwise exploit Your Content including your name, image, voice, likeness and/or other biographical information or material in connection with Your Content, in whole or in part, in all media formats and distribution methods now known or hereafter devised in connection with the Services, including but not limited to advertising, promoting, and marketing the Services, all without further notice to you, with or without attribution, without limitation as to frequency, and without the requirement of any permission from or payment to you or to any other person or entity. You waive any right to inspect or approve Your Content or any use of Your Content. You waive all moral rights to Your Content, which may be available to you in any part of the world and confirm that no such rights have been asserted. None of Your Content will be subject to any obligation on our part, whether of confidentiality, attribution or otherwise, and we will not be liable for any use or disclosure of any Your Content.

### 14. **Disclaimer of Warranties and Limitation of Liability**

**Non-Discrimination.** For the avoidance of doubt, KAIA does not discriminate against any gender identity and welcomes support from all individuals regardless of gender. Any complaints regarding discrimination are taken seriously and KAIA has a policy to address such concerns.



**Data Privacy.** Members and Founders understand that the use of third party servers may involve transmission of data over networks that are not owned, operated, or controlled by KAIA, and it is not responsible for any data lost, altered, intercepted, or stored across such networks. KAIA cannot guarantee that its security procedures will be error-free, and that transmission of data will always be secure.

THE USE OF THE PLATFORM AND THE SERVICES ARE AT YOUR SOLE RISK. ALL SERVICES OFFERED ON THE PLATFORM ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY: (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KAIA OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE PLATFORM WILL CREATE ANY WARRANTY REGARDING ANY OF KAIA’S SERVICES. YOU ASSUME ALL RISK FOR ANY HARM OR DAMAGE THAT MAY RESULT TO YOU FROM YOUR USE OF OR ACCESS TO THE WEBSITE, THE APP, AND/OR THE SERVICES, YOUR DEALING WITH ANY OTHER USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE PLATFORM. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICES, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE MATERIALS OR CONTENT OBTAINED THROUGH THE PLATFORM AND ANY ASSOCIATED WEBSITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OR DOWNLOAD OF OUR PLATFORM.

THE ABOVE PARAGRAPHS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES, IN PARTICULAR A DISCLAIMER OF WARRANTIES PROVIDED OR IMPLIED BY LAW, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

IN NO EVENT SHALL KAIA BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR KAIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO YOUR COST PAID TO KAIA.

In addition to the preceding paragraphs of this section and other provisions of these Terms, any advice that may be posted on the Platform is for informational purposes only. KAIA makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Platform. If you have specific concerns or a situation arises in which you require professional advice, you should consult with an appropriately trained and qualified professional.

The limitation of liability set forth above shall: (a) only apply to the extent permitted by law; and (b) not apply to: (i) liability resulting from our gross negligence or willful misconduct, or (ii) death or bodily injury resulting from our acts or omissions.

**15. Non-Disparagement**

You agree not to make or communicate to any person or entity, in any media or public forum, including any social media network, any comments or statements (written or oral) that intentionally or unintentionally, or is reasonably certain to, disparage, create a negative impression of, or is detrimental to the reputation of KAIA or its Services.

**16. Arbitration**

If a controversy or claim should arise, the KAIA and the relevant Member or Founder (referred to each as a “**Party**” and together the “**Parties**”) will first attempt in good faith to resolve such controversy or claim by negotiation. If the matter has not been resolved within thirty (30) days by negotiation, the Parties will attempt in good faith to resolve the controversy or claim in accordance with mediation, with mutually agreeable rules. If the matter has not been resolved by mediation within sixty (60) days of the commencement of mediation, or if either Party will not participate in mediation, then the controversy shall be settled by binding arbitration. The written decision of the arbitrator shall be binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and supplementary procedures for consumer related disputes of the American Arbitration Association (the “**AAA**”), excluding rules or procedures governing or permitting class actions. Parties agree that there shall be no pre-arbitration discovery and the arbitrator shall not award punitive damages to either of the Parties. Judgment may be entered in any court having jurisdiction.

**17. Class Action Waiver**

Parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and Parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines the class action waiver set forth in this paragraph void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

**18. Notices**

KAIA may provide notice to you under these Terms by (a) sending a message to an e-mail address you provide; or (b) by posting to the Platform. Notices sent by e-mail will be effective on the date the e-mail is sent, and notices that are posted on the Platform will be effective upon posting. It is your responsibility to keep your e-mail address current and review any new notices that are posted.

To provide us notice under these Terms, you must contact us by e-mail, personal delivery, overnight courier, or certified mail. Notice by e-mail shall be effective on the date the e-mail is sent. Notice provided by personal delivery shall be effective immediately. Notice provided by overnight courier shall be effective one business day after it is sent. Notice provided by certified mail shall be effective three business days after it is sent.

## **19. Terms Applicable For Apple iOS**

If you are accessing or using our Services through an Apple Device, the following additional terms and conditions are applicable to you and are incorporated into these Terms by this reference:

- (a) To the extent that you are accessing our Services through an Apple Device, you acknowledge that these Terms are entered into between you and KAIA and, that Apple, Inc. (“**Apple**”) is not a party to these Terms other than as a third party beneficiary as contemplated below.
- (b) The license granted to you in these Terms is subject to the permitted Usage Rules set forth in the App Store Terms (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to our Services.
- (c) You acknowledge that KAIA, and not Apple, is responsible for providing our Services and any Content therein.
- (d) To the maximum extent permitted by Applicable Law, Apple will have no other warranty obligation whatsoever with respect to our Services.
- (e) Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and KAIA, KAIA and not Apple is responsible for addressing any claims you may have relating to our Services, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that our Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. As set forth in Section 8 above, KAIA’s liability to you for use of our Services is greatly limited.
- (f) Further, you agree that if our Services, or your possession and use of our Services, infringes a third party’s intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement, or discharge of any such intellectual property infringement claims.
- (g) You acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

When using our Services, you agree to comply with any and all third party terms that are applicable to any platform, website, technology, or service that interacts with our Services.

## **20. Miscellaneous**

**Third Party Content.** The Services shall contain links, advertisements, and references to other third party service providers (“**Third Party Content**”). KAIA is not responsible for any Third Party Content or the actions of those that provide such content. Any information regarding a Third

Party found on our Platform does not express and/or imply that KAIA endorses or accepts any responsibility or liability for the Third Party, or vice versa.

**Indemnification.** By using the Services, you agree to indemnify, hold harmless, and defend KAIA from any claims, damages, losses, liabilities, and all costs and expenses of defense, including, but not limited to, attorney's fees resulting directly or indirectly from a claim by a third party that is based on your use of the Services.

**No Agency.** There is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and us.

**Privacy Policy.** KAIA respects your privacy and is committed to protecting it. To learn more please visit our [Privacy Policy](#), which governs the processing of all personal data collected from you in connection with your use of the Services. You acknowledge and consent to the collection and use of your personal information by KAIA for the purpose of using our Services.

**Governing Law and Jurisdiction.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule.

**Severability.** If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

**Waiver.** The failure by KAIA to enforce any right or provision of these Terms will not constitute as a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of KAIA.

**Force Majeure.** KAIA will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

**Notice to California Users.** Under California Civil Code Section 1789.3, California users of our Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

**Compliance.** Members and Founders agree to comply with all laws, restrictions, and regulations relating to the export of products and information. For purposes of the US export Administration Act ("**Export Laws**"), each user states that such user is (a) not a citizen, or otherwise located within an embargoed nation (including without limitation the Office of Foreign Assets Control ("**OFAC**") comprehensively embargoed countries of Iran, Syria, Cuba, North Korea and Sudan, and certain specially designated nationals listed by OFAC as updated from time to time and (b) not otherwise prohibited under the export laws from receiving such products and information. Funds may be

frozen and/or turned over to the applicable governmental agency if a Campaign is deemed to be in violation of export laws.

**Notice to New Jersey Clients.** If you are residing in New Jersey, the following provisions of these Terms do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) the disclaimer of liability for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind (for example, to the extent unenforceable under the New Jersey Punitive Damages Act, New Jersey Products Liability Act, New Jersey Uniform Commercial Code, and New Jersey Consumer Fraud Act); (b) the limitations of liability for lost profits or loss or misuse of any data (for example, to the extent unenforceable under the New Jersey Identity Theft Protection Act and New Jersey Consumer Fraud Act); (c) application of the limitations of liability to the recovery of damages that arise under contract and tort, including negligence, strict liability, or any other theory (for example, to the extent such damages are recoverable by a consumer under New Jersey law, including the New Jersey Products Liability Act); (d) the requirement that you indemnify KAIA (for example, to the extent the scope of such indemnity is prohibited under New Jersey law); and (e) the Delaware governing law provision (for example, to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law.

**Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action against KAIA arising out of a related use of the Platform must be filed within one (1) year after such claim or cause of action arose or be forever barred.

These Terms and our [Privacy Policy](#) will be deemed final on the matters contained herein. You may also be subject to additional Terms that may apply if you make a purchase from a third party. You acknowledge and agree that these Terms are binding and shall govern the relationship between KAIA and you in connection to the use its Services defined herein.

If you have any questions, please feel free to contact KAIA directly at:

E-mail: [contact@kaiawomen.net](mailto:contact@kaiawomen.net)

Telephone:

Mailing Address: