

USER TERMS OF USE

Last updated: April 8 2022.

Welcome to KindWorks.AI Inc. ("**KindWorks.AI**") and its Benigno software (the "**Service**"), [Insert short description]. These Terms of Use ("**Terms of Use**") govern your use of the Service, including all materials provided by KindWorks.AI, in printed, electronic or other form, that describe the Service or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for your use.

Notice Regarding Dispute Resolution: These Terms of Use contain provisions that govern how claims you and us may have against each other are resolved, including an agreement to arbitrate disputes, which will require you to submit claims you have against us to binding arbitration, and waiver of class actions and jury trial. Please read the arbitration provision (Section "Dispute Resolution") in these Terms of Use as it affects your rights under these Terms of Use.

Your use of the Services shall be deemed to constitute your consent to be bound by these Terms of Use and shall be enforceable in the same way as if you had signed these Terms of Use. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT USE THE SERVICES. These Terms of Use apply to all users of the Services. If you breach any part of these Terms of Use, we may revoke your license to access the Services, block your access, and suspend or cancel your account (if you have one).

We may modify these Terms of Use at any time, in our sole discretion. You should check the Services and these Terms of Use periodically for modifications. If we do so, we'll let you know by posting these Terms of Use of our Services. It's important that you review these Terms of Use whenever we modify them because if you continue to use the Services after we have posted modified Terms of Use of the Services, you are indicating to us that you agree to be bound by the modified Terms of Use. If you don't agree to be bound by the modified Terms of Use, then you may not use the Services anymore. Because our Services is evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

BY USING THE SERVICES, YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY LICENSEE TO ACCESS AND USE THE SERVICE; AND (ii) ACCEPT THESE AUTHORIZED USER TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE SERVICES.

1. **Access and Use.**

Who May Use the Services. You may use the Services only if you are not barred from using the Services under applicable law and are 13 years or older and have the power to enter into a binding contract with us and not be barred from doing so under any applicable laws. Use of the Services by anyone under 13 years of age is prohibited. You represent that you are at least the age of majority in the jurisdiction where you live or, if you are not, your parent or legal guardian must consent to these Terms of Use and affirm that they accept these Terms of Use on your behalf and bear responsibility for your use. If you are accepting these Terms of Use on behalf of someone else or an entity, you confirm that you have the legal authority to bind that person or entity to these Terms of Use.

Account Creation and Registration. Access to the Services is through the enterprise..

Responsibility for Account. You're responsible for keeping your account confidential. Further,

you're responsible for all activities that occur under your account. You must promptly notify us of any unauthorized use of your account or any other security breach. You must not sell, rent, lease, share, or provide access to your account to anyone else, including charging anyone for access to administrative rights on your account. We may disable any username or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason or no reason, including if, in our opinion, you have breached any part of these Terms of Use.

Liability for Account Misuse. We will not be liable for any loss that you may incur because of someone else using your account, either with or without your knowledge. You could be held liable for losses incurred by us or another person because of someone else using your account.

Use of Other Accounts. You must not use anyone else's account at any time.

Account Security. We care about the integrity and security of your personal information. But we cannot guarantee that unauthorized persons will never be able to defeat the Services' security measures or use any personal information you provide to us for improper purposes. You acknowledge that you provide your personal information at your own risk.

Use of the Services. Subject to your strict compliance with these Terms of Use, KindWorks.AI hereby grants you a non-exclusive, non-transferable, non-sublicensable, right to access and use the Service solely in accordance with these Terms of Use and the Documentation. The foregoing license will terminate immediately on you ceasing to be authorized by KindWorks.AI to use the Service for any or no reason.

2. **Use Restrictions.** You shall not, directly or indirectly:

- (a) use the Service or Documentation except as set forth in these Terms of Use;
- (b) copy the Service or Documentation, in whole or in part;
- (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Service or any part thereof;
- (d) combine the Service or any part thereof with, or incorporate the Service or any part thereof in, any other programs;
- (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Service or any part thereof;
- (f) access, tamper with, or use non-public areas of the Services, Kindworks.AI's computer systems, or the technical delivery systems of Kindworks.AI's providers;
- (g) attempt to probe, scan or test the vulnerability of any Kindworks.AI system or network or breach any security or authentication measures;
- (h) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Kindworks.AI or any of Kindworks.AI's providers or any other third party (including another user) to protect the Services;
- (i) attempt to access or search the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Kindworks.AI or other generally available third-party web browsers;

- (j) use any device, software, or routine that interferes with the proper working of the Services;
- (k) use the Services in any way that could disable, overburden, damage, or impair the Services or interfere with any other person's use of the Services, including their ability to engage in real-time activities through the Services;
- (l) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices included on or in the Service or Documentation, including any copy thereof;
- (m) use, display, mirror or frame the Services or any individual element within the Services, Kindworks.AI's name, any Kindworks.AI trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Kindworks.AI's express written consent;
- (n) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise provide any access to or use of the Service or any features or functionality of the Service, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Licensee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;

- (o) use the Service or Documentation in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including:
 - (p) power generation systems;
 - (ii) aircraft navigation or communications systems, air traffic control systems or any other transport management systems;
 - (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and
 - (iv) military or aerospace applications, weapons systems or environments;
- (i) use the Service or Documentation in violation of any law, regulation or rule;
- (j) collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- (k) engage in any activity that poses or creates a privacy or security risk to any person, or any activity which in the sole judgment of Kindworks.AI, is objectionable or which may expose Kindworks.AI or its users to any harm or liability, or interfere with or disrupt the Services;
- (l) use the Service or Documentation for purposes of competitive analysis of the Service, the development of a competing software product or service or any other purpose that is to the KindWorks.AI's commercial disadvantage; or
- (m) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as we decide, may harm us or our Services' users or expose them or us to liability.

Although we're not obligated to monitor access to or use of the Services, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms of Use, and to comply with applicable law. We have the right to investigate violations of these Terms of Use or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. You hereby waive and hold harmless Kindworks.AI and its affiliates, licensees, and service providers from any claims resulting from any action taken during, or taken as a consequence of, investigations by either Kindworks.AI or law enforcement authorities.

3. **Collection and Use of Information; Privacy Policy.** Please refer to our Privacy Policy [Insert Link] for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.

4. **Intellectual Property Rights.** You acknowledge that the Service is provided under license, and not sold, to you. You do not acquire any ownership interest in the Service under these Terms of Use , or any other rights to the Service other than to use the Service in accordance with the license granted under these Terms of Use , subject to all terms, conditions and restrictions. KindWorks.AI and its licensors and service providers reserves and shall retain their entire right, title and interest in and to the Service, content on the Services and all intellectual property rights arising out of or relating to the Services and their content, subject to the license expressly granted to the Licensee

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You may not use or display any Kindworks.AI trademarks or service marks (collectively the "Kindworks.AI Trademarks") without Kindworks.AI's prior written consent. You have no right to use any of Kindworks.AI Trademarks, without our prior written permission. All goodwill generated from the use of Kindworks.AI Trademarks will inure to our exclusive benefit. Other company, product and service names and logos displayed via the Service may be trademarks or service marks of their respective owners, which may or may not be affiliated with or connected to Kindworks.AI.

5. **No Warranties.** THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. KINDWORKS.AI DOES NOT WARRANT THAT THE SERVICES OR CONTENT MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. KINDWORKS.AI MAKES NO WARRANTY THAT THE SERVICES WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE NOT SATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SERVICES.

6. **Indemnification.** You agree to release, defend, indemnify, and hold harmless Kindworks.AI, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) resulting from your violation of these Terms of Use or your use of the Services, or any information obtained from the Services.

7. **Disclaimer of Liability.** IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SERVICE. YOU ARE PROVIDED THE SERVICE UNDER THE SOFTWARE LICENSE AGREEMENT BETWEEN LICENSOR AND LICENSEE, SOLELY FOR THE BENEFIT OF LICENSEE AND AT LICENSEE'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THAT AGREEMENT INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR LICENSORS OR SERVICE PROVIDERS, MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE SERVICE SHALL BE SOLELY TO LICENSEE UNDER THAT AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

The disclaimers, exclusions, and limitations stated in these Terms of Use apply to the greatest extent allowed by law, but no more. We do not intend to deprive you of any mandatory protections provided to you by law. Because some jurisdictions may prohibit the disclaimer of some warranties, the exclusion of some damages, or other matters, one or more of the disclaimers, exclusions, or limitations will not apply to you.

8. **Termination.** We may suspend or terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation or

cancellation, all provisions of these Terms of Use which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, indemnification, and dispute resolution provisions. You agree that any such suspension or termination may be effected without prior notice, and that we will not be liable to you or any third party for any such action.

9. **Export Regulation.** The Service may be subject to Canadian export control laws. You shall not, directly or indirectly, export, re-export or release the Service to, or make the Service or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing or otherwise making the Service available outside Canada.

10. **Governing Law; Jurisdiction.** These Terms of Use are governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Except for disputes subject to arbitration, all disputes arising out of or relating to the Services or these Terms of Use will be subject to the exclusive jurisdiction and venue of the [Insert preferred court]. Each party submits to the personal jurisdiction of the [insert court name] to resolve all disputes not subject to arbitration. Each party waives any right to seek another forum or venue because of improper or inconvenient forum.

11. **Dispute Resolution**

Arbitration. Please read this “Dispute Resolution” section carefully. It is an integral part of these Terms of Use and affects your rights with respect to dispute resolution and the remedies you may have. It also contains a class action waiver.

For any dispute you may have with Kindworks.AI, you agree to first contact us at help@[_____] and to work with us in good faith to resolve the dispute informally. In the event we are not able to resolve your dispute within sixty (60) calendar days after you brought it to our attention, you and Kindworks.AI mutually agree to resolve any claim, dispute, or controversy (excluding claims that qualify for small claims court and claims for equitable relief, as provided below) arising out of or in connection with these Terms of Use or your access or use of the Services (collectively, “Claims”) by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. Information about JAMS, including contact information, can be found at www.jamsadr.com.

The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any Claims relating to the interpretation, applicability, enforceability or formation of the Arbitration Section in these Terms of Use, including but not limited to any claim that all or any part of this Arbitration Section is void or voidable. The judgment of the arbitrator and the award of the arbitrator is final and binding on you and Kindworks.AI.

The arbitration will be conducted in [Site], unless you and Kindworks.AI agree otherwise. JAMS may require you to pay a fee for the initiation of your case, unless you apply for and obtain a fee waiver from JAMS. The award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses.

Nothing in this Arbitration Section will be deemed as preventing you or Kindworks.AI from seeking equitable relief from the courts as necessary and applicable, nor for adjudicating a Claim in small claims court if that Claim qualifies so long as the Claim remains in such court and advanced only on an individual basis, not a class or representative basis.

Jury Trial Waiver. Each party waives its right to a jury trial in proceedings arising out of or relating to these Terms of Use. Either party may enforce this waiver up to and including the first day of trial.

Class Action Waiver. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless we agree otherwise, the arbitrator will not consolidate more than one person's claims. Both parties acknowledge that each party is waiving the right to participate in a class action.

Limitation on Time to Bring Claims. A party will not file a claim arising out of or relating to the Services or these Terms of Use more than one year after the cause of action arose. Any claim brought after one year is barred.

12. **General Terms**

These Terms of Use constitute the entire and exclusive understanding and agreement between Kindworks.AI and you regarding the Services, and these Terms of Use supersede and replace any and all prior oral or written understandings or agreements between Kindworks.AI and you regarding the Services. If any provision of these Terms of Use is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Use will remain in full force and effect. You may not assign or transfer these Terms of Use, by operation of law or otherwise, without Kindworks.AI's prior written consent. Any attempt by you to assign or transfer these Terms of Use, without such consent, will be null. Kindworks.AI may freely assign or transfer these Terms of Use without restriction. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns. Any notices or other communications provided by Kindworks.AI under these Terms of Use, including those regarding modifications to these Terms of Use, will be given: (i) via email; or (ii) by posting to the website. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. You consent to receive any notice from us in electronic form either (1) by email to the last known email address we have for you or (2) by posting the notice on a place on the Website chosen for this purpose. Kindworks.AI's failure to enforce any right or provision of these Terms of Use will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Kindworks.AI. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise.

Questions?

If you have any questions about these Terms of Use or the Services, or to report any violations of these Terms of Use, please contact Kindworks.AI at hello@KindWorks.AI.