

TERMS OF SERVICE

Last updated: 01/20/2022

1. Introduction

Welcome to **Kaz Inc.** ("**Company**", "**we**", "**our**", "**us**", "**Kaz**")! As you have just clicked to our Terms of Service, please make a pause, grab a cup of coffee and carefully read the following pages.

These Terms of Service outlined below ("**Terms**", "**Terms of Service**") govern your use of our web pages located at <https://explo.co/> or relevant subdomains (<https://app.explo.co/>) (together or individually "**Service**") operated by Kaz.

Your agreement with us includes these Terms and our Privacy Policy ("**Agreements**"). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at support@explo.co so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

Thank you for being responsible.

2. Communications

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing support@explo.co.

3. Purchases

If you wish to purchase any product or service made available through Service ("**Purchase**"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

We may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order with at least 30 days notice for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

4. Subscriptions

Some parts of Service are billed on a subscription basis ("**Subscription(s)**"). You will be billed in advance on a recurring and periodic basis ("**Billing Cycle**"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Kaz cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Kaz customer support team. We will notify Customers of the renewal in advance of it taking place.

A valid payment method, including credit card or PayPal, is required to process the payment for your subscription. You shall provide Kaz with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Kaz to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Kaz will issue an electronic invoice indicating that you must proceed manually, within 30 days, with the full payment corresponding to the billing period as indicated on the invoice.

5. Free Trial

Kaz may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("**Free Trial**").

You may be required to enter your billing information to sign up for Free Trial.

If you do enter your billing information when signing up for Free Trial, you will not be charged by Kaz until Free Trial has expired. On the last day of Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and with at least one week's notice, Kaz reserves the right to (i) modify Terms of Service of Free Trial offer, or (ii) cancel such Free Trial offer.

6. Fee Changes

Solely at the end of the service term, Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees with respect to the same scope of Services, upon 1 month prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company in order to receive an adjustment or credit.

Kaz will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

7. Refunds

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay for the Services effectively provided up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. Prohibited Uses

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- (a) In any way that violates any applicable national or international law or regulation.
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- (c) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- (d) To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.

- (e) In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- (f) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

- (a) Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
- (b) Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- (c) Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- (d) Use any device, software, or routine that interferes with the proper working of Service.
- (e) Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- (f) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- (g) Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- (h) Take any action that may damage or falsify Company rating.
- (i) Otherwise attempt to interfere with the proper working of Service.

9. **Analytics**

We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualise and personalise the ads of its own advertising network.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>

We also encourage you to review the Google's policy for safeguarding your data: <https://support.google.com/analytics/answer/6004245>.

FullStory

FullStory is provided by FullStory Inc.

You can prevent FullStory from using your information for analytics purposes by opting-out. To opt-out of FullStory service, please visit this page: <https://www.fullstory.com/legal/privacy/>

For more information on what type of information FullStory collects, please visit the Terms of Use page of FullStory: <https://www.fullstory.com/legal/terms-and-conditions/>

We may use other third-party Service Providers that are not mentioned here. Please reach out to support@explo.co with any questions.

Segment

Segment is provided by Segment.io, Inc.

You can prevent Segment from using your information for analytics purposes by opting-out. To opt-out of Segment service, please visit this page: <https://segment.com/legal/privacy/>

For more information on what type of information Segment collects, please visit the Terms of Use page of Segment: <https://segment.com/legal/terms/>

Amplitude

Amplitude is provided by Amplitude, Inc.

You can prevent Amplitude from using your information for analytics purposes by opting-out. To opt-out of Amplitude service, please visit this page: <https://amplitude.com/privacy>

For more information on what type of information Amplitude collects, please visit the Terms of Use page of Amplitude: <https://amplitude.com/terms>

10. Accounts

When you create an account with us, you guarantee that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account

and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

11. Intellectual Property

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Kaz and its licensors. Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Kaz.

12. Non-Disclosure

In connection with a proposed business relationship, KAZ INC. ("Company") has allowed you to access, or may allow you access, technical or other information, materials and/or ideas ("Proprietary Information," which term shall include, without limitation, (a) the manner in which any such information may be combined with other information, or synthesized or used by Company and (b) anything you learn or discover as a result of exposure to or analysis of any Proprietary Information).

In consideration of any disclosure and any negotiations concerning the proposed business relationship, you agree as follows:

You will hold in confidence and will not possess or use (except as required to evaluate the proposed business relationship within the U.S.) or disclose any Proprietary Information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by Company or (c) was properly disclosed to you by another person without restriction. You will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information. The foregoing does not grant you a license in or to any of the Proprietary Information.

If you decide not to proceed with the proposed business relationship or if asked by Company, you will promptly return all Proprietary Information and all copies, extracts and other objects or items in which Proprietary Information may be contained or embodied.

You will promptly notify Company of any unauthorized release, disclosure or use of Proprietary Information.

You understand that this Agreement does not obligate Company to disclose any information or negotiate or enter into any agreement or relationship. You will ensure the security of any facilities, machines, accounts, passwords and methods you use to store any Proprietary Information or to access Company systems and ensure that no other person has or obtains access thereto.

The terms of this Agreement will remain in effect with respect to any particular Proprietary Information until you can document that such Proprietary Information falls into one of the exceptions stated in Paragraph 1 above.

You acknowledge and agree that due to the unique nature of the Proprietary Information, any breach of this agreement would cause irreparable harm to Company for which damages are not an adequate remedy, and that Company shall therefore be entitled to equitable relief (without being required to post a bond) in addition to all other remedies available at law.

Until one year after the later of (i) the date of this Agreement or (ii) the last disclosure of Proprietary Information to you, you will not encourage or solicit any employee or consultant of Company to leave Company for any reason.

This Agreement is personal to you, is not assignable by you, is governed by the internal laws of the State of California and may be modified or waived only in writing signed by both parties. If any provision of this Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

13. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights ("**Infringement**") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to support@explo.co, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

14. DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- (b) a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- (c) identification of the URL or other specific location on Service where the material that you claim is infringing is located;

- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at support@explo.co

15. Error Reporting and Feedback

You may provide us either directly at support@explo.co or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("**Feedback**"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback.

The third party sites and tools mentioned above include the following:

Airbrakes

Frictionless Error Monitoring and Application Performance Management for your App.
Please read their Privacy Policy here: <https://airbrake.io/privacy>.

16. Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Kaz

Kaz has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Kaz shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party web sites or services. We strongly advise you to read the terms of service and privacy policies of any third-party web sites or services that you visit.

17. Disclaimer Of Warranty

Company represents and warrants to Customer that: (i) the Service and Software, as available to Customer, shall not infringe, violate or misappropriate upon any third-party Intellectual Property Rights or other proprietary right; (ii) it shall provide the Software and Services in a competent, workmanlike, and professional manner; (iii) it shall not knowingly introduce any computer viruses, malware, or similar malicious software into Customer's computing and network environment and shall take reasonable steps to ensure such viruses are not introduced through the Software and/or Services; and, (iv) shall comply with

the Service Levels attached hereto.

Company shall perform the Services and Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance, or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control. However, subject to the service levels attached hereto, company does not warrant that the services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the services. Notwithstanding anything in the agreement, and except as expressly set forth in this section, the services and implementation services are provided "as is" and company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

18. Limitation Of Liability

Except as prohibited by law, both parties will hold the other party and our officers, directors, employees, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this agreement, including without limitation any claim for personal injury or property damage, arising from this agreement and any violation by you of any federal, state, or local laws, statutes, rules, or regulations, even if company has been previously advised of the possibility of such damage. Except as prohibited by law, if there is liability found on the part of company, it will be limited to the amount paid for the products and/or services, and under no circumstances will there be consequential or punitive

Damages. Some states do not allow the exclusion or limitation of punitive, incidental or consequential damages, so the prior limitation or exclusion may not apply to you.

19. Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

20. Governing Law

These Terms shall be governed and construed in accordance with the laws of State of California without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a

court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

21. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion with 1 months notice. We commit to not removing the core components of the service that Customer is utilizing. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users. If this occurs during business hours, we will provide reasonable notice.

22. Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically. Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

23. Waiver And Severability

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

24. Acknowledgement

By using service or other services provided by us, you acknowledge that you have read these terms of service and agree to be bound by them.

25. Contact Us

Please send your feedback, comments, requests for technical support: by email: support@explo.co.