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**KIMO B.V.**

Moermanskkade 600, Flow Building  
1013 BC Amsterdam  
The Netherlands  
KVK (COV): 72716614  
VAT: NL859210790B01  
Mail: [hello@kimo.ai](mailto:hello@kimo.ai)

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**1. KIMO TERMS OF SERVICE**

Welcome to KIMO! We invite you to access our websites and make use of our Service (as defined below), but please note that your invitation and subsequent access and use is subject to your agreement with these Terms of Service ('Terms'). This document describes in detail your rights and our rights relating to the provision of the Service (as defined below), so please review these Terms carefully before you proceed. Note that this document is provided in English, and agreements will be concluded in English only.

**WHAT ARE THE TERMS OF SERVICE?**

These Terms of Service constitute an agreement between KIMO and you. The Terms include the provisions set forth in this document but also the ones set forth in the KIMO Privacy Policy, KIMO Commercial Terms, KIMO Business Terms (see [www.KIMO.ai](http://www.KIMO.ai)) and other terms or conditions that may be presented by us from time to time and accepted by you in connection with specific Service (as defined below) offerings (all of which we collectively refer to as the “Terms of Service” or “Terms”). If you do not agree to these Terms, you do not have the right to access or use the Service. In such case, please leave our website immediately and/or abandon other use of the Service. If you access our one or more of our websites, do register for or otherwise use our Service (as defined below) you shall be deemed to have confirmed your acceptance of the Terms and your agreement to be a party to this binding contract.

By using the Service, you acknowledge, accept and agree with all provisions of the Privacy Policy as

well, including, without limitation, the use and treatment of the text, images and other data you choose to input, upload or store in KIMO (collectively, “Content”) and your personal information in accordance with this Privacy Policy.

At all times, no matter what sort of subscription you have, you are always bound to these Terms. You further agree to be bound by the KIMO Commercial Terms (if you have a paid subscription) and the KIMO Business Terms (if you have subscription to KIMO Business).

## WHAT IS THE KIMO SERVICE?

Any and all KIMO Software (as defined below), the KIMO service and other products, services and websites hosted or made available by KIMO, including, for example our website, app and browser plugin, are collectively referred to in these Terms as the “Service”. Please note that the scope of the Service may change over time.

The Service consists of providing a user-centric, personalized learning journey for all users across relevant third-party learning content on the web (paid and/or free). The promise of KIMO is to provide users with the most effective learning environment, potentially via a specific path from 'A' (e.g., the current job, or current skills) to 'B' (e.g. a desired future job, or desired skills) through all digital learning content, building the right skills sequentially over time. We support our main service by a set of micro services to, such as i) personalized recommendations screen, ii) auto-generated summaries of content, iii) a chatbot companion, and iv) a clean interface to study without distractions. We acknowledge and value our content partners ('partners') to enrich this journey for our users and aim to create a mutually beneficial partnership.

The KIMO service is available as a monthly, or annual subscription and has three levels: Basic, Standard, or Premium. The fee charged by KIMO to users is for the software designed by KIMO, including the micro-services, not for the content found on the platform.

KIMO does not own any of the third-party content shown on the platform. We respect the IP Rights (as defined below) of others, and we always make references to original authors of the content (e.g. writers, teachers), as well as the platforms where contents appeared initially (e.g. YouTube, Coursera, EdX or other partners).

For news, we work with Feedly as a news aggregator. Feedly is located at 285 Hamilton Ave, Ste 250, Palo Alto, California, 94301, United States, and reachable through +1 (650) 327-1942 or [care@feedly.com](mailto:care@feedly.com).

## HOW DOES THE TRIAL ACCOUNT WORK?

KIMO provides some users free access to the platform until June 2021. The purpose of this is to improve the platform through user feedback. Users that signed up for free before June 2021 will receive an invitation to join the paid version of the platform via a discount coupon. No automatic conversion from free to paid accounts will happen, and no payment information is captured for free users.

After June 2021, users can receive a free weekly trial, during which they can opt out at any point in time. Payment details are required for joining the platform at this stage, and users have to select if they prefer a monthly or annual subscription. If users do not opt out of the service within the week, KIMO will inform users over e-mail that their accounts are changing to paid accounts. The pricing for these accounts is provided clearly on the website, under 'Pricing'. Note that in EU law, users have the right to rescind the agreement within two weeks (fourteen days) without stating a reason, and KIMO will comply with this.

## WHO ARE THE PARTIES TO THIS CONTRACT?

You, the Account Holder and/or the one who makes use of the Service in any other way (e.g., by accessing one or more of our websites), are one party to this contract. (An Account Holder is the person or entity who has contracted with KIMO as either an individual Free or Premium user or as a Customer as defined in our KIMO Business Agreement.) The other party to this contract is KIMO B.V., a corporation headquartered in the Flow Building, Moermanskkade 600, 1013 BC, Amsterdam, The Netherlands. The corporation called KIMO may be referred to in these Terms of Service as “KIMO”, "KIMO", “we” and sometimes “us”).

## IS THIS THE ONLY CONTRACT I HAVE WITH KIMO?

It depends upon how you interact with the Service and our software applications. In any case, the Terms always apply to the relation between KIMO and you, including to any and all offers, quotations and agreements you conclude with us. In some cases, additional agreements may be applicable.

Although these Terms serve as an end user license agreement, if you install any KIMO Software on your computing devices, you may be asked to agree to an additional end user license agreement or you may be asked to confirm acceptance of the Terms and Separate Agreement before you will be able to use the KIMO Software.

These Terms are not only applicable to the first time you make use of the Service, but also to any and all

subsequent use or use by you of other (future) services of KIMO. If you pay for a KIMO subscription, you will be asked to agree to the [Commercial Terms](#). If you use related KIMO products or services (such as KIMO Business), you may also need to enter into a separate agreement with us (usually by clicking “accept” or “agree”) such as the Business Agreement Terms. At all times, our Privacy Policy applies. We refer to each of these as a “Separate Agreement.” If that happens, the Separate Agreement shall take precedence if there is a conflict between those terms and this Terms of Service document, to the extent of such conflict and with respect to the particular subject matter of that Separate Agreement. You understand, accept and agree that your own terms and conditions shall not apply.

### **WILL THESE TERMS EVER CHANGE?**

These Terms may be amended as new features, technology or legal requirements arise, so please check back from time to time. If we make a significant change, we’ll notify you and, where legally required, seek your consent.

If we do update these Terms, you are free to decide whether to accept the updated terms or to stop using our Service (see “How is My Account Closed” below); your continued use of the Service after the effectiveness of that update will be deemed to represent your agreement with, and consent to be bound by, the new Terms. Except for changes made by us as described above, no other amendment or modification of these Terms shall be effective unless set forth in a written agreement expressly amending these Terms and bearing a written signature by you and us. For clarity, email or other (digital) communications will not constitute an effective written agreement for this purpose.

### **WHEN CAN I USE A KIMO ACCOUNT?**

In order to fully make use of our Service, a KIMO service account is required. First, you need to create a KIMO service account. You create an account by providing us with an email address and creating a password, or by using a third party (e.g., Facebook, LinkedIn, Google) to provide this for you. We refer to this as your “Basic Subscriber Information”. We encourage you to use a distinct and non-obvious password that is different from passwords you use for any other service. You are responsible for maintaining the accuracy, completeness and confidentiality of your Basic Subscriber Information, and you will be responsible for all activities that occur under your account, including activities of others to whom you have provided your Basic Subscriber Information. We will not be liable for any loss or damage related to the Basic Subscriber Information, such as loss or damage arising from your failure to provide us with accurate information or to keep your Basic Subscriber Information secure. If you discover any unauthorized use of your Basic Subscriber Information or suspect that anyone may be able to access your private Content without authorization, you should immediately change your password and notify our Customer Support team.

Second, in order to make full use of our Service, you will need to access your account through a web

browser or by installing our client software on your computers, tablets and phones. Obtaining those devices and paying for their connectivity and data plans is your responsibility. Please note that additional costs from your telecom providers and other parties may apply. KIMO also has no responsibility for the availability of the Internet and other telecommunication services necessary to access the Service.

For privacy related topics with regards to your KIMO account, please refer to our Privacy Policy.

## **CAN I SHARE MY ACCOUNT WITH OTHERS?**

Sharing KIMO service accounts is not allowed. Your KIMO service account is strictly personal. This does apply with respect to both our free and paid Service. If you share your Basic Subscriber Information with anyone, that other person may be able to take control of the account, and we may not be able to determine who is the proper Account Holder. We will not have any liability to you (or anyone you share your Basic Subscriber Information with) as a result of your or their actions under those circumstances. Since you may use a free KIMO service account, and since we provide a number of mechanisms to allow you to share your account Content with others, we strongly urge you not to share your information with anyone, unless you are doing so as part of your estate planning purposes, as discussed below.

## **ONCE I HAVE AN ACCOUNT, WHAT ARE MY RIGHTS?**

Once your account is created and you accept these Terms, we grant you a worldwide, limited, personal, non-assignable, non-exclusive license, without the right to grant sublicenses to use the Service subject to these Terms, for so long as you are not barred from receiving the Service under the laws applicable to you, until you close your account or until we close your account pursuant to these Terms. In addition, we grant you a worldwide, limited, personal, non-assignable, non-exclusive license, without the right to grant sublicenses to use the KIMO Software provided to you by or on behalf of KIMO, for the sole purpose of enabling you to use the KIMO Software and enjoy the benefit of the Service, subject to any applicable (license) terms provided with the KIMO Software and these Terms, for so long as you are not barred from using the KIMO Software under the laws applicable to you, until you close your account or until we close your account pursuant to these Terms. Depending on your subscription, the licenses granted are royalty bearing or royalty free. In any case you do not obtain any other right, IP Right or interest in KIMO (including but not limited to IP Rights (as defined below)), the Service or the Software. You shall not use the Service and KIMO Software in a way that harms or may harm KIMO, the Service and/or the KIMO Software and/or in a way that infringes or may infringe third party rights or IP Rights.

## **KIMO'S PRIVACY POLICY SAYS MY DATA IS MINE - WHAT DOES THAT MEAN?**

You retain the IP Rights you already held in your Content before you submitted, posted or displayed it on or through the Service. But you do have to grant KIMO a limited license, as described below, so we can make your data accessible and usable on the Service. Other than this limited license and other rights you grant in these Terms, KIMO acknowledges and agrees that we do not obtain any right, title or interest from you under these Terms in any of your Content.

## WHAT IS THE LICENSE I HAVE TO GRANT TO KIMO?

In order to enable KIMO to operate the Service, we must obtain from you certain limited license rights to process your Content that is covered by IP Rights so that (technical) actions we take in operating the Service are not considered legal violations. For example, copyright laws could prevent us from processing, maintaining, storing, backing-up and distributing certain Content, unless you give us permission to use the IP Rights vested herein. Accordingly, by using the Service and uploading Content, you are herewith granting KIMO a license to use the IP Rights that are vested and will in the future be vested in the Content, for the purpose that KIMO will be able to operate the Software and the Service in the broadest sense possible. For the avoidance of doubt, this license comprises the right to KIMO to make available to the public, display, perform and distribute your Content and to modify (mostly for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices, as well as for learning purposes, e.g. showing content in a clean format) and reproduce such Content to enable KIMO to operate the Service. You also agree that KIMO has the right to elect not to accept, post, store, display, publish or transmit any Content in our sole discretion.

You agree that the aforesaid license is perpetual, royalty free, transferable, sub-licensable, worldwide and irrevocable, and include a right for KIMO to make such Content available to, and transfer or sublicense these rights to, parties currently and in the future liaised to KIMO others with whom KIMO has or will conclude in the future contractual relationships related to the provision of the Service and/or the Software, mostly for the purpose of providing such services, and to otherwise permit access to or disclose your Content to third parties if KIMO determines such access is necessary to comply with its legal obligations. Termination of our agreement (for whatever reason), the termination of your subscription (for whatever reason) and/or the fact that you (temporarily or permanently) ceased to make use of the Service (for whatever reason) do not influence the existence of this license granted by you to us and shall thus survive termination of our agreement.

If you elect to use any third-party service or application that is integrated with KIMO, you also agree that the licenses granted to KIMO in the preceding paragraph shall apply to Content that is submitted or uploaded through such third-party service or application. Where necessary, you shall take any and all steps that are necessary to ensure that KIMO shall obtain all necessary licenses and other rights in this respect. If the third-party service or application you elect to use would access or extract Content, you grant KIMO the right and license to enable third party access to and extraction of your Content.

You shall also take any and all steps that are necessary to ensure that KIMO shall obtain any and all necessary licenses and other rights to enable this. KIMO does not assume any responsibility for, or liability on account of, the actions or omissions of such third-party applications or service providers.

As we rely upon your rights to upload and distribute your Content, you represent and warrant to KIMO that (1) you have the unfettered legal rights and authority to submit your Content to KIMO, to make any other use, publication or other distribution of that Content in your use of the Service, and to grant the rights granted to KIMO under these Terms; and (2) that your and KIMO's use of the Content does not infringe any and all rights or IP Rights of third parties; and (3) your Content and the use thereof complies with these Terms.

You herewith indemnify KIMO for any and all (legal) claims, damages and costs (including legal costs; and legal costs claims and cost orders pursuant to article 1019h Dutch Civil Code and similar provisions) that relate to the use by you and/or KIMO of the Content, independent of whether or not use has been made of abovementioned third-party services.

Finally, you understand and agree that KIMO, in performing the required technical steps to provide the Service to our users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You herewith rescind any and all moral rights and personality rights that currently are and will in the future be vested in the Content, in the broadest sense possible, including but not limited to the personality rights of article 25 Dutch Copyright Act.

### **ARE THERE OTHER ASSURANCES I HAVE TO GIVE?**

You may use the KIMO service to send messages (e.g., notes you want to share) to an email address, to a telephone number via SMS, or through a social media account (e.g., Facebook or LinkedIn) that has not been linked to a KIMO account. You will send these messages making use of the KIMO service. Therefore, KIMO may mention in the message that it is shared via KIMO. We are relying on your representation to us, which you give herewith, that you have a direct relationship with the recipient(s) and that you are respecting the legal rights of the recipient(s) not to receive certain kinds of messages (such as harassing messages, unsolicited commercial messages, and unwanted SMS messages). Whenever you send any kind of message (via the KIMO service) to a third party you represent and warrant to KIMO that you are acting within the law and that you have prior consent from the recipient to send them such a message.

### **ARE THERE RULES ABOUT WHAT I CAN DO WITH THE KIMO SERVICE?**

Yes. Your use of the Service must be in accordance with these Terms. When it comes to your use of the

Service, you agree that you are responsible for your own conduct and all conduct under your account. This means all Content created, transmitted, stored or displayed in your account, is your sole responsibility as the person who created the Content or introduced it into the Service. This applies whether the Content is kept private, shared or transmitted using the Service or any third-party application or services integrated with the KIMO service. If we find that any shared Content in your account violates our Terms of Service (including by violating another person's rights or IP Rights or privacy rights), we reserve the right to suspend or terminate your use of the Service, un-share and/or take down such content. You explicitly agree that we will not be liable to you nor any third party for any and all damages and costs in relation hereto, in the broadest sense possible.

## WHAT ARE KIMO'S RIGHTS RELATING TO THE SERVICE?

### CONTENT RIGHTS.

While you own the Content you store within the Service (subject to third party rights), you acknowledge and agree that KIMO (and/or our partners, affiliates and/or licensors, e.g. the parties we use to show learning content) own(s) all legal right, title and interest in and to the Service, including, without limitation, all software that is part of the Service and all KIMO software deployed by you or a third party to enable capturing of Content originating outside the Service, such as KIMO browser plugin or the Application ('app', Android or iOS) for a mobile device (all understood as the "KIMO Software").

### INTELLECTUAL PROPERTY RIGHTS.

In agreeing to these Terms, you also agree that KIMO owns and remains to own any and all rights in the Service and KIMO Software, including but not limited to any and all any and all intellectual and industrial property rights, anywhere in the world, registered or unregistered (including (rights to file for) applications, priority rights, extensions and Supplementary Protection Certificates), including but not limited to, copyrights, database rights, design rights, trade mark rights, trade name rights, patent rights, rights on knowhow and data, trade secrets, including any and all rights of use and goodwill related to these rights ("IP Rights"). You will not obtain any rights in the Service and KIMO Software, apart from the rights expressly granted to you in the Terms. You expressly agree to not modify, create derivative works of, decompile, reverse engineer or otherwise attempt to extract source code (which you acknowledge it is a trade secret from KIMO) from any KIMO Software and/or Service, unless you are expressly permitted to do so under an open-source license, we give you express prior written permission or if you are otherwise legally permitted to do so notwithstanding this prohibition.

### RIGHT TO MODIFY THE SERVICE.

We are and shall be allowed in our sole discretion, to implement new elements as part of and/or ancillary to the Service, including changes that may affect the previous mode of operation of the

Service or KIMO Software. We expect that any such modifications will enhance the overall Service, but it is possible that you may not agree with us. We will not be liable to any damage (including but not limited to damages, costs or missed profits) you suffer due to these modifications. We shall also be allowed to establish limits, without prior notification, to the nature or size of storage available to you, the scope and amount of content accessible via the Service and/or KIMO Software the ability to send or receive email messages, the nature or size of any index or library information, the nature of, or your continued ability to access or distribute, your Content and other data, and impose other limitations at any time, with or without notice. For example, if you use KIMO Student, you will not enjoy all of the benefits provided to subscribers of KIMO Premium, KIMO Pro or KIMO Business. We will not be liable to any damage (including but not limited to damages, costs or missed profits) you suffer in connection with the aforementioned actions or the lack thereof.

You also acknowledge that a variety of KIMO actions may impair or prevent you from accessing your Content or using the Service at certain times and/or in the same way, for limited periods or permanently, and agree that KIMO has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any Content. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Service. However, if you are a subscriber for KIMO Premium, KIMO Business or another paid version of the Service (each a "Paid Service") and find that any such modifications or interruption of the Paid Service adversely affects you, you may notify our Customer Support team, explain the adverse impact the modification has created and, if you desire, request a termination of your Paid Service. Upon receipt of any such request, we will endeavour, but are not obliged, to, at our own discretion, promptly remedy the adverse impact caused by the modification, extend the duration of your Paid Service subscription for a period of time equal to the interruption and/or refund a portion of your Paid Service subscription fee equal to the remaining unused term of the Paid Service subscription, as we determine appropriate or as may be required by applicable law.

#### RIGHT TO ENGAGE THIRD PARTIES.

KIMO engages certain affiliates or other third parties ("Service Providers") to provide learning content, technical or other services relating to all or part of the Service, and you hereby expressly agree that such involvement by these Service Providers is acceptable. In addition, KIMO may contract with third party resellers of the KIMO Premium or KIMO Business versions of the Service and payment processors to enable payments in your local currency and payment systems. Please see our Privacy Policy, which is

applicable to our Service, to understand the extent to which any affiliate or third party may have access to your account information or Content and the Commercial Terms to understand our relationship with any reseller or payment processor.

#### RIGHT TO USE THIRD-PARTY SOFTWARE.

KIMO may from time to time include as part of the Service and KIMO Software computer software supplied by third parties which is utilized by permission of the respective licensors and/or copyright holders on the terms provided by such parties. KIMO has no control over the content and functionality of this third-party software and expressly disclaims any warranty or other assurance to you regarding such third party software. We will not be liable to any damage (including but not limited to damages, costs or missed profits) you suffer in connection with the (software and/or service by) those third parties.

#### RIGHT TO UPDATE OUR SOFTWARE.

In connection with any modification of the Service, KIMO may automatically download software updates on your computers and devices from time to time with the intention of improving, enhancing, repairing and/or further developing the Service. KIMO will endeavour to provide you with the option of whether or not to install the update; however, in certain circumstances (e.g. security risks), KIMO may require you to install the update to continue accessing the Service. KIMO reserves the right to suspend or terminate your access to the Service, if you do not download and/or install aforesaid updates. In all cases, you agree to permit KIMO to deliver these updates to you (and you to receive them) as part of your use of the Service. We will not be liable to any damage (including but not limited to damages, costs or missed profits) you suffer in connection with the aforementioned.

#### **DO THESE TERMS APPLY TO KIMO BUSINESS USERS?**

If you are using the Service as part of an KIMO Business account, your use of the Service is governed by these Terms, except to the extent the Separate Agreement governing the KIMO Business account provides conflicting terms. In such case the Separate Agreement prevails. The Customer who has contracted with KIMO and the Administrator of the KIMO Business account (as “Customer” and “Administrator” are defined in the applicable KIMO Business Agreement) have the responsibility to and agree to share the terms of such Separate Agreement with each individual whose user account is linked to that KIMO Business account (“End User”). It is emphasized again that you cannot use the Service without having accepted these Terms, no matter what sort of subscription you have.

If you are an End User of a KIMO Business account, please note that the Customer of your KIMO Business account (such as your employer or organization) may have established its own rules regarding End Users' access, use, disclosure, or retention of data stored in that account. KIMO is no party to these arrangements. You can find more information on how your personal KIMO service account works with your KIMO Business account in our Privacy Policy.

## HOW DOES KIMO PERCEIVE INTELLECTUAL PROPERTY (IP)?

We endeavour to respond to (clear and complete) notices of (alleged) infringement of IP Rights. If you believe that your IP Rights have been violated, please notify our Compliance team via [legal@KIMO.ai](mailto:legal@KIMO.ai). Note that each owner of an IP Right is responsible for protecting their rights and taking any legal or other action they determine to be appropriate to do so, and KIMO does not accept any obligation to take any particular action to enforce or protect any party's IP Rights on their behalf.

KIMO does not own, or claim to own, any of the third-party content on its platform. The videos, articles, MOOCs and podcasts are owned by the original owners and/or third parties ('partners') KIMO works with (e.g., education platforms). Thus, KIMO will make the appropriate references to the content owners. The videos, articles, MOOCs and podcasts made available via partners may be protected by IP Rights. Some content may not be reproduced, used to prepare derivative works, distributed, performed publicly or displayed publicly without the written permission of the copyright holder, except to the extent allowed under the "fair use" provisions of the applicable copyright laws, other limitations on exclusive copyrights in the applicable copyright laws, or comparable provisions of foreign laws. Other content may have re-use permissions attached. Please refer to the original ('partner') website for information that may be applicable to such content.

You represent and agree that the KIMO software will be used solely for your personal educational use with respect to content of websites that you have the lawful right to access, and that the KIMO software will not be used in violation of the restrictions posted on the website where such content was published. Some websites include security measures designed to prevent access, and you agree not to take any steps to defeat any such security measures. We do not necessarily monitor any materials posted, transmitted, or saved via the KIMO software – but may do at our own discretion without prior notice.

When materials are shared and/or adapted via the KIMO software, e.g., by posting, sharing or saving content, you represent that doing so does not infringe any third party's ('partner') IP Rights, privacy

rights or legal rights of any kind. If we are notified that any user has posted, shared or saved any information or materials which allegedly do not conform to this Agreement, we may in our sole discretion investigate the allegation and determine whether to take any other actions, including, but not limited to, whether to remove or request the removal of the information or materials posted, shared or saved by a user. We also reserve the right to terminate the account of any user who transfers or saves content in violation of this Agreement. We shall have no liability or responsibility to users for performance or non-performance of such activities. You may be subject to civil and criminal penalties, including without limitation monetary damages, if you violate the terms of this Agreement or infringe any third party's legal rights.

### **WHO ARE THE THIRD PARTIES WE WORK WITH?**

The Service consists of providing a user-centric, personalized learning journey for all users. In order to recommend the right content for individual users, we work with third parties ('partners') for their content. KIMO does not own, or claim to own, any of the third-party content on its platform - and is solely focused on providing intelligent services on top of learning content. The KIMO platform thus contains links to partners. Learning materials shown on the KIMO platform will always contain adequate references to the original owners.

The main partners for KIMO are the providers of MOOCs, such as i) Coursera, ii) EdX, iii) Udemy, iv) Udacity, Datacamp, v) FutureLearn, as well as other content platforms such as vi) YouTube and vii) Medium. KIMO reserves the right to change these partners when required or when this better serves the user.

For news, we work with Feedly as a news aggregator. Feedly is located at 285 Hamilton Ave, Ste 250, Palo Alto, California, 94301, United States, and reachable through +1 (650) 327-1942 or [care@feedly.com](mailto:care@feedly.com).

### **CAN KIDS USE KIMO?**

KIMO is not directed to minors, and any use by minors should only be done with the guidance, supervision and consent of their parents, guardians and/or authorized school officials. Further, parents and guardians must ensure minors only use the Service if they can understand their rights and responsibilities as stated in these Terms and our Privacy Policy. KIMO shall not be liable for any damage suffered due to unsupervised use of the Service by minors.

Consistent with applicable law, KIMO does not knowingly collect personal information from minors without parental consent. If we learn that we have inadvertently obtained information in violation of applicable laws prohibiting collection of information from children without such consent, we will promptly delete it.

## WHERE IS MY DATA STORED?

The Service is in principle available worldwide, but your data is stored in the EU, as described in our applicable Privacy Policy. If you use the Service, you acknowledge that you may be sending electronic communications (including your Basic Subscriber Information and Content), through computer networks owned by KIMO, its Service Providers, and other third parties located around the world. It is likely that your use of the Service will result in international data transmissions, and your use of the Service shall constitute your consent to permit such transmissions.

## HOW DO I CLOSE MY ACCOUNT?

You may deactivate your account with our Service at any time, for any reason (or no reason). However, if you want to deactivate your account you need to take certain specific steps, which are described on our Q&A section of the website. If you subscribe to a Paid Service, our Commercial Terms apply to such termination.

## CAN KIMO CLOSE MY ACCOUNT?

KIMO may act to temporarily limit your use of the Service, suspend access to your account, or close your account, with or without notice according to these Terms. We will not be liable to any damage you suffer as a result hereof. Reasons for KIMO suspending or closing your account may include, without limitation: (i) breach or violation of these Terms or any Separate Agreement, (ii) an extended period of inactivity (determined in KIMO's sole discretion), (iii) if you fail to pay in full and in time any fees or other sums due KIMO or any other party related to your use of the Service, (iv) the discontinuance or material modification of the Service (or any part thereof); (v) unexpected technical or security issues or problems; (vi) if you cease normal trading, become insolvent, apply for suspension of payment, have filed for bankruptcy or have been declared bankrupt, are dissolved and/or wound up, or if a request for your dissolution or winding-up has been filed; (vii) a receiver, liquidator, assignee, custodian, or trustee has been appointed for you; (viii) if your assets have been seized; (ix) you sell or transfer all or a substantial part of your assets; or in case of any merger, consolidation, acquisition of you with a third party; (x) in case of change in the ownership of more than fifty percent (50%) of you voting capital stock; (xi) if you are convicted or accused of any act that may harm KIMO; or (xii) in case of a force majeure (such as a

pandemic, war or disaster of nature).

In most cases, in the event we elect to close your account, we will provide at least 30 days advance notice to you at the email address you have provided to us, so you have a chance to retrieve any Content stored on the Service servers (unless we determine that we are legally prohibited from providing such notice or enabling you to do so). After the expiration of this notice period, you will no longer be able to retrieve Content contained in that account or otherwise use the Service through that account. We will not be liable for any data loss and/or damage suffered by you as a result hereof. It is your own obligation to make back-up copies of your data uploaded into the Service.

### **WHAT HAPPENS TO MY ACCOUNT WHEN I DIE?**

KIMO's pledge to protect the privacy of your Content will continue, even after your death or incapacity. If you wish to enable someone to have access to your Content or other data in your account after you are no longer able to provide them access, you need to implement a process for providing your information to them. We will not provide your information, or your Content, to anyone, even next of kin, unless we determine that we are legally obligated to do so. We encourage you to include your Basic Subscriber information, with instructions on how to access your Content, in your will or other estate plans, so that anyone you wish to have access to your account will have the means to do so. Please see our Commercial Terms for information on terminating payment for Paid Services upon death or incapacity.

### **IF I SHARE A GREAT IDEA WITH KIMO, WHAT ARE MY RIGHTS?**

When you submit any ideas, suggestions, documents and/or proposals relating to the Service (or other products or services) to KIMO through the "Contact Us" or Support interfaces or through any other channel or mechanism (collectively, "Contributions"), you acknowledge and agree that: (i) your Contributions do not contain confidential or proprietary information, do not constitute a trade secret, do not infringe upon third party rights and IP Rights; and that the IP Rights on the Contributions are fully and exclusively owned by you; (ii) KIMO is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (iii) KIMO shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way; (iv) KIMO may have something similar to the Contributions already under consideration or in development; (v) your Contributions and any and all rights and IP Rights with respect these Contributions automatically become the exclusive (intellectual) property of KIMO – in which context you hereby assign and transfer free of charge any and all IP Rights thereto to KIMO, where necessary in advance, which assignment and transfer is hereby accepted by KIMO, where necessary in advance, without any obligation of KIMO to you; and (vi) you are not entitled to any accounting, compensation or reimbursement of any kind from KIMO under any circumstances.

## DOES KIMO SERVE ADS?

Our business model is to make the Service so valuable that our users will want to subscribe to KIMO Premium or KIMO Business. However, we may display advertisements and promotions on or in connection with the Service, some of which may be paid for by third parties. For more information, please see our applicable Privacy Policy.

Some advertising or other messaging content we provide will be based upon information provided by third parties, and we shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of any advertisements or other messages. Furthermore, your interactions with advertisers found on or through the Service, including, without limitation, all reliance upon advertising, all commercial transactions and legal obligations associated therewith, are solely between you and such advertisers.

## DOES KIMO EARN MONEY WHEN I DO A COURSE?

If you choose to do a paid course (e.g. MOOC) through the KIMO platform, KIMO can earn a referral fee. The exact amount or percentage depends on the third party in question. Part of this referral fee may flow back to the users via a KIMO Rewards Scheme, where users that study hard earn rewards for doing so via 'experience points' (XP). If you choose to engage in free materials, KIMO does not earn a referral fee.

## WHAT ELSE DO I NEED TO KNOW?

### THIRD-PARTY LINKS, CONTENT AND PROGRAMMING.

We may include or recommend third party resources, materials and developers and/or links to third party websites, content and applications as part of, or in connection with, the Service. We may have little or no control over such sites or developers and, accordingly, you acknowledge and agree that (i) we are not responsible for the availability of such external sites, content or applications; (ii) we are not responsible or liable for any content or other materials or performance available from such sites or applications; (iii) we 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, materials or applications; (iv) you have to establish for yourself whether access to or use of these websites, content and/or applications meet your requirements.

### INDEMNITY.

You herewith expressly agree to fully indemnify and hold KIMO, its subsidiaries, affiliates, officers, agents, employees, advertisers, Service Providers and any and all other partners or parties liaised to

KIMO harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees, as well as cost orders (e.g. pursuant to article 1019h Dutch Civil Procedure Code) arising from or in any way related to any third party claims relating to your use of any of the Service and/or the KIMO Software, any violation of these Terms or any other actions connected with your use of the Service and/or the KIMO Software (including for any and all actions taken under your account, whether or not you being aware of or having agreed to actions taken under your account). In the event of such claim, we will endeavour to provide notice of the claim, suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

#### LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.

To the maximum extent permitted by law, the Service Is Available “As Is.”

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE AND/OR THE KIMO SOFTWARE AND THE PURCHASE AND USE OF ANY SERVICES ARE ALL AT YOUR SOLE RISK.
  
- b. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KIMO HEREWITH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
  
- c. KIMO DOES NOT WARRANT AND/OR REPRESENT THAT (i) THE SERVICE AND/OR KIMO SOFTWARE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) ALL ERRORS IN THE SERVICE AND/OR KIMO SOFTWARE WILL BE CORRECTED.
  
- d. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER (MOBILE) DEVICE OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.
  
- e. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KIMO OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT KIMO, ITS SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS,

EMPLOYEES, AGENTS AND SUCCESSORS AND/OR ANY ALL PARTY LIAISED TO KIMO SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONTRACTUAL AND NON-CONTRACTUAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, COSTS COMPENSATIONS (INCLUDING BUT NOT LIMITED TO COSTS CONVICTIONS EX ARTICLE 1019 DUTCH CIVIL PROCEDURE CODE) DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF KIMO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE, PROMOTIONAL CODES OR XP POINTS; (ii) THE COST OF

PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING THE SERVICE, OR PROVIDING ANY SERVICES RELATED TO THE OPERATION OF THE SERVICE; (v) KIMO'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR (BASIC) SUBSCRIBER INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM; (vi) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT; (vii) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING WITH THE SERVICE; (viii) ANY ADVERTISING CONTENT OR YOUR PURCHASE OR USE OF ANY ADVERTISED OR OTHER THIRD-PARTY PRODUCT OR SERVICE; (ix) THE TERMINATION OR SUSPENSION OF YOUR ACCOUNT IN ACCORDANCE WITH THE PROVISIONS OF THESE TERMS OF SERVICE; (x) RECKLESS ACTS OR NEGLIGENCE AT YOUR END OR (xi) ANY OTHER MATTER, IN THE BROADEST SENSE POSSIBLE, RELATING TO THE SERVICE.

YOU ARE OBLIGED TO TAKE ALL MEASURES NECESSARY IN ORDER TO LIMIT ANY DAMAGE.

#### **EXCLUSIONS AND LIMITATIONS.**

NOTHING IN THESE TERMS OF SERVICE (INCLUDING THE LIMITATION OF LIABILITY PROVISIONS) IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY WILLFUL ACTS, NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIABILITY AND OTHER LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## IF KIMO WANTS TO NOTIFY ME, HOW WILL THAT HAPPEN?

This is another reason why it is important for you to make sure that your Basic Subscriber Information is accurate, complete and up to date. We may provide you with notices by email (to the email address associated with your account), regular mail or postings on the website(s) related to the affected Service. It is your own responsibility that you contact details in the Basic Subscriber Information are correct and up to date.

## HOW CAN I SEND A NOTICE TO KIMO?

Except where these Terms or any Separate Agreement specifically provide for use of a different means or address for notice, any notice to KIMO must be delivered by email to [legal@KIMO.ai](mailto:legal@KIMO.ai). For other purposes, [hello@KIMO.ai](mailto:hello@KIMO.ai) is also available. This email address may be updated as part of any update to these Terms of Service. If you are unable to deliver notice via email, you may send a notice to us at the following address:

KIMO B.V.  
Moermanskkade 600  
1013 BC Amsterdam  
The Netherlands  
Attention: Legal Notice

## WHAT LAWS APPLY TO MY USE OF KIMO?

These Terms and the relationship between you and KIMO (including any dispute arising from this, including disputes on the existence of a relationship/agreement and/or applicability of these Terms) shall be governed exclusively by the laws of The Netherlands, with the exclusion of the conflict of laws rules.

Any and all disputes (including any dispute arising from this, including disputes on the existence of a relationship/agreement and/or applicability of these Terms) arising from these Terms shall be exclusively resolved by the competent court of Amsterdam, The Netherlands.

If any provision of these Terms is found by a court of a competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

## WHAT DO I DO IF I THINK I HAVE A CLAIM AGAINST KIMO?

LET US KNOW ABOUT YOUR COMPLAINT.

We want to know if you have a problem, so we encourage you to contact our Customer Support team ([hello@KIMO.ai](mailto:hello@KIMO.ai)) if you have any concerns with respect to the operation of the Service or any KIMO Software, as we want to ensure that you have an excellent experience.

### INITIATING A FORMAL CLAIM.

If you conclude that we have not satisfied your concern and that you must pursue legal action, you agree that your claim must be resolved by the processes set forth in these Terms. KIMO provides the Service to you on the condition that you accept the dispute resolution provisions described below, so if you initiate any claim against KIMO in any other manner, you shall be in violation of these Terms and you agree that KIMO shall be entitled to have such action dismissed or otherwise terminated and you agree to reimburse KIMO for its reasonable costs incurred in defending against such improperly initiated claim. You agree that prior to initiating any formal proceedings against KIMO, you will send us a notice to our attorneys at [legal@KIMO.ai](mailto:legal@KIMO.ai) and state that you are providing a "Notice of Dispute." Upon receipt of a Notice of Dispute, you and we shall attempt to resolve the dispute in good faith through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. If the dispute remains unresolved, either you or we may initiate formal proceedings according to these Terms.

## ANYTHING ELSE?

A couple of final, but important, points. First, these Terms constitute the entire agreement between you and KIMO and govern your use of the Service, except for, and then only to the extent that you have entered into a Separate Agreement. These Terms supersede any prior (oral as well as written) agreements, arrangements or earlier versions of these Terms between you and KIMO for the use of the Service as of the date indicated at the top of these Terms. If, through accessing or using the Service, you utilize or obtain any product or service from a third party, you may additionally be subject to such third party's terms and conditions applicable thereto, and these Terms shall not affect your legal relationship with such third party.

Second, you acknowledge and agree that each affiliate of KIMO shall be a third-party beneficiary to these Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of these Terms which confers a benefit on (or provides rights in favour of) them. Other than this, no other person or company shall be a third-party beneficiary to these Terms.

After termination of our agreement, the provisions set out in these Terms on (i) indemnifications and the limitation and exclusion of liability; (ii) any and all warranties and acknowledgements given by you; (iii) the licenses granted by you to us; (iv) the transfer of IP Rights from you to us; (v) competent court, applicable law and dispute resolutions; and (vi) section headings shall survive.

Finally, the section headings in these Terms of Service are for convenience only and have no legal or contractual effect.

## 2. COMMERCIAL TERMS

### OVERVIEW

These terms (“Commercial Terms”) apply to our commercial transactions with you, including your purchase of any Paid Service from us, or the acquisition or redemption of any Promotional Codes or KIMO XP (as defined below). We refer to any service for which we charge a fee, including KIMO Basic, Standard, Premium or Enterprise, as a “Paid Service.” If you are an KIMO Basic, Standard or Premium subscriber, you are both the Account Holder and End User of an KIMO service account. If you use KIMO Enterprise, the Account Holder is the Customer who has contracted with KIMO, as defined in our KIMO Business Agreement, and the End Users are the individuals whose user accounts are linked to that KIMO Business account.

You should carefully read through these Commercial Terms to understand your rights and responsibilities, as these Commercial Terms constitute a contract between you and KIMO Corporation or its affiliate(s) from which you are purchasing the Paid Service or from which you are acquiring or redeeming any KIMO Promotional Codes or KIMO XP (we refer to these collectively as a “Commercial Transaction”). By purchasing a Paid Service, or obtaining any KIMO Promotional Codes or KIMO XP, you agree to be legally bound by these Commercial Terms. (Please see our explanation of who you are contracting with in different circumstances in the section below entitled “Who Am I Contracting With?”.)

You agree to receive electronically all communications, agreements, and notices that we provide in connection with any KIMO product or service (“Communications”), including by e-mail, text, in-app notifications, or by posting them on the KIMO website or through any KIMO service or product. You agree that all Communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

We may update these Commercial Terms from time to time. Please be sure to review these Commercial Terms before you finalize any Commercial Transaction.

To any and all Paid Service our Terms of Service and Privacy Policy are also applicable.

Your own terms and conditions do not apply.

## **PAYMENT OF FEES AND TAXES**

When you elect to purchase a Paid Service from us or any third party reseller and enter a form of payment, you agree that: (i) you will fulfil your obligation to pay for the Paid Service by the date on which payment is due; (ii) any payment information you provide is true and accurate; (iii) you are authorized to use the payment method you provide; (iv) we have permission to retain the payment information and method, including all submitted debit and credit card information, submitted by you and your issuing bank or the applicable payment network; and (v) we or our reseller (as applicable) are authorized to charge you for the Paid Service using the established payment method and the information you provide that is stored in your account as of the applicable date for payment. Your assurances of payment and our rights to collect payment include any obligation you may have to pay any taxes or delivery charges described as being applicable to the Product you are buying. In addition, you agree that you will be responsible for any credit or debit card chargeback fees as well as any reasonable collection costs we incur as a result of your failure to pay on a timely basis.

You agree to pay the charges for the Paid Service in the currency specified by KIMO (or any reseller or payment processor from which you may purchase the Paid Service) when you enter into the Commercial Transaction, and you assume all risks associated with any changing value in the currency compared with other currencies. The specified charge for a Paid Service is VAT-inclusive and may include certain other taxes or delivery or similar charges applicable to your purchase. If any tax or charge applicable to a purchase is not charged by us, you acknowledge that you are solely responsible for paying the tax or other such charge. The receipt, which may be provided in digital form, provided to you reflecting your purchase includes VAT (if applicable) which is charged based on your location. If you intend to use the Service for business purposes and would like documentation indicating the exact amount of VAT paid, please consider subscribing to KIMO Business; VAT is not itemized on receipts for any of our other Paid Services, as these Paid Services are directed to individual consumers.

Our prices for a Paid Service do not include any of the third-party fees you incur in connection with using a Paid Service including, without limitation, fees charged by your Internet access provider, any wireless carrier charges for cellular or data services and any other third-party applications or services with which you may use the Paid Service; you are responsible for selecting and managing these other services, and paying the fees for such services.

## CHANGES IN FEES

We may change the price of any Paid Service from time to time at our own discretion and add new fees and charges for certain (newly added) features or to reflect a change in business or legal rules, but we will provide you with advance notice of changes in recurring subscription fees. Any increase in charges for the same Paid Service would not apply until the expiration of your then current billing cycle, unless otherwise specifically provided in our notice to you, and would become effective no sooner than the next time you would be charged for that Paid Service. If you do not agree to pay the new price or other applicable charges, you may elect not to renew the Paid Service subscription before the price change goes into effect, which cancellation would be effective at the expiration of your then current billing cycle. See “Cancellation” below for information on how to cancel a Paid Service subscription.

## AUTO RENEWAL

KIMO accepts certain debit and credit cards as well as other forms of cash payment (e.g., Paypal transfers, Mollie payments, Stripe) as payment methods for Paid Services (each, an “Accepted Payment Method”), subject to the procedures and rules contained in these Commercial Terms and any applicable contract with the Accepted Payment Method. The Accepted Payment Methods may change over time. Accepted Payment Methods may vary by country or by Paid Service and may change from time to time. When you purchase with an Accepted Payment Method, the fees for your Paid Service will be billed on or near the date of your purchase. If you purchase a Paid Service subscription that renews automatically, such as monthly or annually, you agree that we may process your Accepted Payment Method on each monthly, annual or other renewal term (based on the applicable billing cycle), on or near the calendar day corresponding to the commencement of your Paid Service subscription, as applicable. See “Cancellation” below for information on how to cancel a Paid Service subscription. In addition, you agree that we have permission to retain and/or share with financial institutions and payment processing firms (including any institutions or firms we retain in the future) information regarding your purchase and your submitted payment information in order to process your purchase, and to use the email address submitted by you to provide you with notices and disclosures relating to renewals and recurring charges. If your Paid Service subscription began on a day not contained in a subsequent month (e.g., your service began on January 30, and there is no February 30), KIMO will process your payment on or near the last day of such month. (This is what we mean by paying on an auto renewal basis.) See below for information describing what you must do to change your Accepted Payment Method.

### **PAYING BY DIRECT DEBIT**

If you are in a Single Euro Payments Area (SEPA)-eligible country, you may purchase a Paid Service from KIMO via SEPA direct debit. When you complete your purchase of a Paid Service using direct debit, the initial payment will be deducted from your bank account via the applicable payment system (e.g., Sofort, Giropay). With your initial transaction, you are also confirming your desire for your subscription for the Paid Service to auto renew per these Commercial Terms. At the time of your initial transaction, you will receive an email notifying you that the amount authorized will be direct debited from your bank account on or about five business days from the date of the transaction. Please note that this email may be stored in your spam mailbox or be blocked by your firewall; It is your own responsibility to check for this. This single notification will be used to pre-notify you of the amount and timing of future recurring payments via SEPA direct debit. Where a direct debit is rejected or returned due to insufficient funds in your designated bank account, we may resubmit the direct debit collection request 5 days following the original debit due date and, in this case, shall provide 5 days pre-notification.

### **PAYING BY INVOICE**

KIMO may, in our sole discretion, agree to permit you to pay us for certain Paid Services pursuant to invoices issued by KIMO. Unless otherwise expressly provided in our Separate Agreement with you, we will issue our invoice on or shortly after the date on which the Paid Service is purchased (and on any monthly, annual or other renewal term as described under “Auto renewal,” above), and the charges are payable upon your receipt of the invoice. All payments of invoiced amounts must be made in the currency specified on the invoice by check, wire or other electronic transfer to a bank and account number designated by KIMO. Any invoice that remains unpaid thirty (30) days after the invoice date is considered delinquent. Any wire transfer fees, or other similar fees incurred on account of the payment method selected by you are your responsibility and may not be deducted from the amount due KIMO. Paying by invoice may be subject to a small additional fee.

### **PAYING OUR RESELLER OR PAYMENT PROCESSOR**

KIMO may, in our sole discretion, enable you to purchase and/or pay for certain Paid Services through a KIMO-authorized reseller or payment processing firm (including, for example, a telecommunications provider or a mobile app marketplace). Unless otherwise expressly provided in a Separate Agreement with you, your obligation for payment to, and relationship with, such reseller or payment processor is a contractual matter between you and such third-party; KIMO is not a party to, or responsible on account of, such contract. While we select our resellers and payment processors carefully and enter

into detailed agreements imposing performance obligations (including confidentiality) on them, we cannot and do not guarantee their performance. We encourage you to provide any feedback regarding any reseller or payment processor with which you do business to us, as we value and use your input in determining whether to continue or end such relationships. If you have any concerns or problems with a reseller or payment processor, please contact our customer support team ([hello@KIMO.ai](mailto:hello@KIMO.ai)) as promptly as you can. And, if you seek information about any party acting as a KIMO reseller or payment processor before you enter into any agreement with them, please feel free to contact our Customer Support team. We will not be liable to any damage (including but not limited to damages, costs or missed profits) you suffer as a result of the use such payment processing firm or method.

### **PROMOTIONAL CODES**

KIMO may from time to time make available, directly or through a third party, gift cards or promotional codes or coupons that are redeemable for a specified Paid Service for a fixed period of time (individually, a “Promotional Code” and collectively, “Promotional Codes”), or which can be exchanged for KIMO XP, as described in more detail below. We use the term “Promotional Subscription” to describe the specific subscription to a Paid Service obtained with the Promotional Code and the term “Promotional Period” to describe the duration of a Promotional Subscription. A Promotional Code may specify an expiration date (“Expiration Date”), after which such Promotional Code shall be void. KIMO is under no obligation to accept an expired or otherwise invalid or void Promotional Code. Promotional Codes have no cash value and, except where expressly permitted by KIMO, are non-transferrable. KIMO is under no obligation to provide any compensation in connection with a Promotional Code. In order to obtain a Promotional Subscription, you must be a registered Account Holder of the KIMO Service and use the registration or redemption process, and satisfy any eligibility requirements, established by KIMO in connection with the Promotional Code. At the conclusion of the Promotional Period, you will be required to pay the then-applicable charges for the Paid Service in order to continue using such Paid Service.

If you are already subscribed to a Paid Service when you receive a Promotional Code, you are still permitted to use the Promotional Code as long as you meet the eligibility requirements. However, since your account already has an active Paid Service subscription, there may be limitations associated with the method of your payment that prevent you from using the Promotional Subscription until your Paid Service subscription has expired. In such cases, you may choose one of the following ways to use the

Promotion Code: (1) apply the Promotional Code immediately to receive KIMO XP which, as described below, can later be used to obtain the Promotional Subscription or to obtain other eligible rewards; (2) transfer the code to a friend or family member (if the Promotional Code is transferrable); (3) create an additional KIMO Service account for yourself and use the Promotional Code with that account; or (4) wait until after your Paid Service Subscription has expired and your account has transformed to KIMO Basic before redeeming the Promotional Code (taking care not to miss the Promotional Code Expiration Date). With some payment methods, we may be able to temporarily pause your Paid Service subscription so that you may immediately take advantage of the Promotional Subscription. In such cases, your Paid Service subscription will automatically re-start after the Promotional Period and, assuming you had previously agreed to auto-renewal of your subscription, your Accepted Payment Method will be charged as you had previously agreed. See “Cancellation” below for information on how to cancel a Paid Service subscription.

Unless you have a separate contract with KIMO permitting you to distribute XP or Promotional Codes, you are prohibited from selling or otherwise distributing or transferring XP or Promotional Codes. KIMO reserves the right to invalidate any XP or Promotional Codes that have been improperly issued or distributed, and we do not owe you any compensation with respect to such XP or Promotional Codes. If a Promotional Code has been distributed to you by a third party (for example, connection with a third party promotion), KIMO has no responsibility with respect to any third-party product or service provided, or any marketing claims or promotional offers made, by the third party. KIMO has no obligation to provide you with any compensation, or to modify the Promotional Subscription or the Promotion Requirements in connection with any Promotional Codes you obtained from a third party that was acting improperly.

## KIMO XP

KIMO may earn 'experience points' (XP) using KIMO. The harder they study; the more points will be earned. The amount of XP accumulated may KIMO may also from time to time make available, directly or through a third party, KIMO XP. KIMO XP provide our users enhanced flexibility to customize their KIMO experience. KIMO XP may be redeemed to obtain a special feature or promotional item offered by KIMO and indicated as being available for purchase with KIMO XP (a “XP Purchase”). KIMO XP may also be used as tokens or credits in connection with a Promotional Subscription or another eligible promotional event or campaign, subject to the applicable terms therefore (a “XP Swap” and, together with a XP Purchase, the “XP Transactions”). The number of KIMO XP required to consummate XP

Transactions shall be determined by KIMO, in our sole discretion, and may change from time to time, without advance notice. The terms and conditions for consummating any XP Transactions are set forth here and may be amended in connection with any particular items available for a XP Purchase or any XP Swap event. KIMO XP awarded to your account may only be redeemed for XP Transactions through your account, and KIMO XP associated with multiple accounts cannot be combined for any XP Transaction, even if those accounts belong to or are controlled by you. You may review the number of KIMO XP in your account by logging in to KIMO. Note that at the time of writing this feature is not yet installed.

If KIMO XP are issued to you in exchange for a Promotional Code, the number of KIMO XP exchanged shall be sufficient to obtain the Promotional Subscription associated with such Promotional Code. KIMO XP may be issued with an expiration date, after which they are void. You cannot use KIMO XP twice. KIMO XP obtained in exchange for a Promotional Code that has an Expiration Date will automatically expire and become void either eighteen (18) months after they are applied to your account, or the original Expiration Date of the Promotional Code, whichever is later. Please review our Q&A article 'How do I earn KIMO XP?' for an explanation of the alternative ways you may earn and use KIMO XP. You may apply KIMO XP towards an KIMO Paid Service for which an Upgrade Code was intended or, in some cases, apply your KIMO XP toward one or more other valuable products, services or features. In some cases, KIMO XP might be used to provide relatives and/or friends with discounts on KIMO. KIMO XP have no cash value, cannot be tendered for any cash amount, are non-transferable and may specify an expiration date, after which such KIMO XP are void (but they will not expire prior to the expiration of the Upgrade Code or other item for which they were exchanged). KIMO is under no obligation to accept or provide any compensation on account of any expired KIMO XP. If we have a good faith belief that you have acquired or are attempting to use KIMO XP in a fraudulent manner, we reserve the right to cancel the XP in question.

If you elect to apply your KIMO XP towards the payment of fees for a Paid Service, you will be required to pay the then-applicable charges for the Paid Service at the conclusion of the Promotional Period in order to continue using the Paid Service. If you are paying for a Paid Service or other subscription at the time you request KIMO to apply KIMO XP for payment of the subscription fees, we will apply your KIMO XP in alternative ways, depending on your method of payment for the current subscription. Depending upon the item purchased with KIMO XP, you may be required to pay separately for any sales tax, VAT or similar taxes and other charges incurred in connection with such purchase. This is your own responsibility.

Rewards obtained using KIMO XP are not transferable. If any items you obtain in a XP Purchase are returned to KIMO and a refund is available according to the terms of sale or applicable law, the KIMO XP used as payment for that XP Purchase are returned to your account, subject to any expiration or other applicable terms and conditions associated with the XP Purchase. In no event shall KIMO provide you with any monetary refund for the portion of a purchase paid with KIMO XP. When KIMO XP associated with your account are used in a XP Transaction, you will be deemed by KIMO to have caused that XP Transaction, inasmuch as the username and password for that account are required in order to consummate the XP Transaction. Accordingly, KIMO will not reinstate any KIMO XP once they have been applied, and KIMO shall not have any liability for such use, even where you claim such use was unauthorized.

KIMO does not authorize the use of KIMO XP to obtain any product, service or other items from any party other than KIMO, and KIMO shall not provide any third party any compensation or items of value on account of any KIMO XP you may provide to such third party. KIMO reserves the right, from time to time, to impose limitations on the use of KIMO XP including, without limitation, the maximum number of KIMO XP used in XP Transactions in any period of time and the maximum number of KIMO XP that may be accumulated in your KIMO Service account.

KIMO reserves the right to carry out the following actions without notice if we determine that any KIMO XP used in a XP Transaction were fraudulently obtained or invalid: (i) setoff the value of all goods, products or services obtained in such XP Transaction against any amounts payable by KIMO to you; (ii) bill to a credit or debit card account registered to your account or invoice you the value of all goods, products or services obtained in such XP Transaction; and/or (iii) pursue any other method of recovery permissible under law. If you receive an invoice for payment from KIMO on account of the use of any invalid KIMO XP, you agree to pay the required amount promptly within 30 days of receiving such invoice. If your KIMO Service account is deactivated or closed, for whatever reason, you shall lose all rights relating to the KIMO XP attributed to your account, and you expressly forfeit and waive the right to demand any compensation from KIMO relating to such deactivation or closure.

## **CHANGES TO PAYMENT METHODS AND/OR ACCOUNTS**

You are responsible for ensuring that your account information, including your email address and all payment information (address, debit or credit card number and expiration date), is accurate and up to date. You may change this information at any time. If you are an KIMO Student, Premium or Pro Account

Holder, you may log in to your account through the KIMO website, access your “Account Summary” from the Settings page and make the changes. KIMO Business Customers may change payment information as described in the KIMO Business Agreement.

If you are not the Account Holder but you control the means of payment for a Paid Service account and wish to make any change to the payment method, you must notify us by contacting Customer Support ([hello@KIMO.ai](mailto:hello@KIMO.ai)) and demonstrating to our satisfaction your control of the payment method used for the Paid Service.

If your credit card expires or the information is otherwise invalid, or you or another party controlling the payment method make changes to your billing account too close in time to when we charge for any Paid Service subscription (so we cannot reasonably act on your changes prior to billing), we will probably not be aware of this, and we will bill the current charges to the card we had on record; the continuation of your Paid Service subscription constitutes your authorization for us to do so, and you remain responsible for any uncollected amounts and any charges incurred by you or us as a result of billing to an invalid card.

### **CANCELLATION OF A PAID SERVICE SUBSCRIPTION**

You may elect to cancel a Paid Service at any time. Any cancellation of a Paid Service will be effective as of the end of the then-current billing period and subject to our Refund Policy, except as described below for an upgrade in Paid Service.

If you wish to upgrade your existing Paid Service subscription to a more expensive level of Paid Service, and if you purchased your current Paid Service directly from KIMO (and not from a reseller or payment processor), KIMO will permit you to cancel your existing Paid Service subscription prior to the end of the subscription term. In that event, KIMO will apply the pro-rated balance of your pre-paid subscription fees towards the initial subscription fee for the new Paid Service, provided that no refund will be provided for any amounts in excess of the initial subscription fee for the upgraded Paid Service. If you have purchased a Paid Service from a reseller or payment processor, you may be required to contact the reseller or payment processor to process your cancellation request, as KIMO may have no ability to process the cancellation for you. Please note that this is the case even where you are upgrading from one Paid Service to a new Paid Service.

If you desire to cancel your subscription for the KIMO Paid service as of the end of the current billing period, you may do so by logging into your account through the KIMO website, accessing your “Account Summary” from the Settings page and choosing “Cancel Subscription.” A KIMO Business account is only terminable according to the terms of your KIMO Business agreement. If you are taking part in any trial period offer that enables you to use a Paid Service without charge, and that trial period converts into a Paid Service upon the expiration of the trial period, you must cancel the Paid Service prior to the end of the trial period in order to avoid incurring the charges for the Paid Service. If you are taking part in any trial period and you use more KIMO Business accounts than the maximum permitted without charge during such trial period, you will be charged for such excess accounts.

If you are the authorized legal representative for a deceased or legally incapacitated individual or a legal entity that has been formally dissolved or otherwise ceased to be authorized to act for his, her, or its own account (without opportunity for revival), and you wish to cancel a current Paid Service subscription for such individual or entity, you must notify us according to the requirements in the Terms of Service (under “How Can I Send A Notice to KIMO?”), identify the account in question and request cancellation of the Paid Service. We will cancel the Paid Service subscription if you demonstrate to our satisfaction your legal authority to act and be legally responsible for such individual or entity and your ability to validate the details of the payment method used for such Paid Service.

We may cancel any Paid Service subscription you have purchased if you fail to pay the applicable subscription fees and any applicable taxes in full and in a timely manner according to these Commercial Terms or any agreement with a third-party reseller or payment processor. A failure to pay occurs in any situation where KIMO has not received timely payment, including where any credit card issuer or payer bank refuses to transmit the funds that are then due, or the reseller or payment processor you have contracted with notifies us of your failure to pay. In addition, if you fail to pay for a Paid Service, we may elect to suspend your rights to use that Paid Service or we may change the type of privileges you have to a non-paid version of the service (e.g., changing from KIMO Premium to a free version, if such a version exists at the time). We will endeavour to provide you notice promptly after any failure to make a payment to us in full and on time, but we are not obligated to do so.

## **COST OF COLLECTION & CREDIT CARD CHARGEBACKS**

In addition to the published fees for a Paid Service, you agree to pay any reasonable costs we incur to collect any unpaid or past due amounts, including reasonable attorneys' fees and other associated costs (such as costs for bailiffs). Delinquent payments will bear interest at the rate of 1% per month or the highest rate permitted under applicable law, whichever is less, from the payment due date until paid in full.

If you purchase a Paid Service subscription with a credit card and then subsequently request your credit card issuer to reverse that payment, KIMO is allowed to charge a fee that may be a significant multiple of the amount that we initially received. Accordingly, in order to enable you to pay relatively minor fees with a credit card, you acknowledge and agree that we reserve the right to suspend your ability to add additional Content to your KIMO service account until such time as you reimburse us the amount of the fee we were charged by the card issuer.

### WHO AM I CONTRACTING WITH?

As we describe in our Terms of Service, which are applicable to a Paid Service too, if you purchase a Paid Service from us you will be entering into a contract with KIMO B.V., located at Moermanskkade 600, 1013 BC, Amsterdam, The Netherlands. KIMO can be reached also via e-mail at [hello@kimo.ai](mailto:hello@kimo.ai). Those provisions regarding contracting parties and governing law continue to apply to our contracts for the KIMO Service and if you acquire or redeem a KIMO gift card or KIMO XP (including any XP Transactions). If you elect to pay a third-party reseller or payment processing firm for any Paid Service, the contract regarding your payment will be with such third-party, but such third-party is not authorized to provide you with any contract terms or other assurances that affect KIMO's obligations relating to our delivery of the Paid Service; our obligations to you are governed by the Terms of Service, Privacy Policy these Commercial Terms and, with respect to KIMO Business, the KIMO Business Agreement.

## 3. PRIVACY POLICY

### OVERVIEW

At KIMO, we are committed to protecting the privacy of your data. We do this via five principles (see the Five Principles chapter in this document for more information). This Privacy Policy explains more specifically what information KIMO B.V., established and with an office at Moermanskkade 600, 1013 BC, Amsterdam, The Netherlands (Chamber of Commerce no 72716614, 'KIMO', 'we', 'us') collects from Account Holders and End Users ("you") through KIMO's websites, browser plug-ins and applications, which we refer to collectively as "the Service." The Service includes the KIMO software.

Please note, if you use KIMO Basic, Standard, or Premium, you are both the Account Holder and End User of a KIMO service account. If you use KIMO Enterprise (or 'Business'), the Account Holder is the Customer who has contracted with KIMO as defined in our KIMO Business Agreement and the End Users are the individuals whose user accounts are linked to that KIMO Business account. You can find these, and other defined terms used in this policy in our Glossary at the end of this page.

Although significant changes are rare, this policy may be amended as new features, technology, or legal requirements arise, so please check back from time to time. We'll notify you if we make a significant change and, where required, seek your consent.

## WHAT PRINCIPLES GOVERN YOUR POLICIES?

KIMO processes your data in accordance with the General Data Protection Regulation (GDPR), the law on data protection and privacy which is applicable in the European Union (EU) and European Economic Area (EEA). At KIMO, we uphold five central principles around data protection, as we believe the future of Artificial Intelligence has to be one of explainable models, transparency and mutual trust. It is our aim to go beyond laws like GDPR and the California Consumer Privacy Act (CCPA) and provide a leading example of how to combine deep technology expertise with sound ethical principles. You can find our principles below, along with an explanation.

### *1. Privacy first, intelligence second*

KIMO is not a company that makes money from selling your data to third parties for advertising purposes. Our business model is simple: we make money when you decide to pay us for a service that is valuable to you. This means that trust is our biggest asset and keeping your data private is fundamental.

KIMO uses artificially intelligent ('AI') models that can at time be optimized by seeing new data. This optimization makes the models more precise over time, and with that more valuable to End Users. By using our products, you give KIMO opportunity to do certain things with your data so that we can run our service and improve it over time. For example, we back it up, send it over a network, index it for searching, optimize our models with etc. Some of these operations may require us to send your data to our normal business partners – such as the Cloud Partners we use (Google Cloud Platform, Amazon Web Services and Microsoft Azure at this point in time) – that we have contracted with to provide parts of the KIMO Service. Before we do this, we'll always make sure that our contracts with such partners protect your data protection rights as much as possible. The Cloud Partners act as data processors and are not allowed to use the data for any of their own purposes.

Personal data is pseudonymized at all times in our database. In practice, this means that - in the case of a data breach - users have unique URLs as ID-tokens that cannot be traced back to the user. Other data that can be traced back to the user (e.g., addresses for invoicing purposes) are stored in a separate location. This also means that when KIMO uses your data for optimization purposes, it does so at all times by using your data in a pseudonymized form. After this process, we only keep aggregated,

anonymous data and delete any data that can be traced back to you.

## *2. Your data is secured*

KIMO takes appropriate technical and organizational measures to keep everything you put into KIMO secure. We take many precautions to protect your data from accidental loss and theft. Everything you put into KIMO is stored in a highly secure Cloud environment with the highest level of protection available today. This environment also provides automated (offsite) backups for your data, should a server go offline due to unforeseen circumstances (e.g., flooding, earthquake).

There may be features in KIMO where you share notes, insights, or elements of your learning journey (including, in relation to KIMO Business, the Account Holder) with others via Social Media or other means, but these features are optional and whether or not you use them is up to you.

Communications between KIMO clients and servers (and between our various data centers) are all encrypted. We take the utmost care in protecting your password and no one at KIMO will ever ask you for it.

## *3. You control your data (and we don't hide it)*

You have full control over the data you put into KIMO. Personal data can be requested at any time by users. It can also be deleted instantly by users if desired. KIMO provide this functionality openly and without hiding it from users.

## *4. You determine how your data flows*

We recognize that learning new materials requires users to write down personal things (e.g., learning notes). These notes belong to the End Users, not to KIMO. For all of those End Users, we are committed to making it straightforward to get all of your data into, and out of, KIMO at any time. For this reason, our platform facilitates easy imports and exports of data.

## *5. We provide one KIMO across devices*

To ensure KIMO is available across platforms and remembers the context of your learning journey, you have a unique ID that can be used to access KIMO recommendations and notes across devices. Whether you login on your laptop or your smartphone, KIMO will recognize who it is talking to.

## **WHAT INFORMATION DO WE COLLECT?**

We built KIMO to help you learn more effectively and stay relevant in the jobs market. This purpose means that KIMO has access to data around your learning process, and we recognize that those datapoints can contain private information. We collect and receive the following types of information

that relate to the user:

- **Basic subscriber information.** To open your account and process payments, we collect and receive basic information like your email address and, depending on how you purchase a subscription to KIMO Basic, Standard, Premium or Enterprise (also 'Business') (each a "Paid Service"), your billing address and other payment information. If you login to KIMO for the first time using an existing account (e.g., Facebook, Google, LinkedIn), we will receive basic subscriber information from their APIs. Note that users in KIMO have a personal profile where you can provide more information to KIMO to get better recommendations, e.g., the job you have today, the job you desire tomorrow, and preferred learning styles.
- **Usage data.** We collect and log data on how you use KIMO, for example, the act of creating a note, searching for content, asking a question or clicking on content. This usage data may be collected through cookies, and similar technologies. This data is used to optimize KIMO for users over time.
- **Location information.** We collect the IP address you use to connect to the Service, and — if you choose to share it — your location information from a mobile device.
- **Device information.** We collect information about the number and type of devices you use to connect to the Service, as well as information about the operating systems on those devices (e.g., iOS, Android, Windows).

## HOW DO WE USE INFORMATION?

As described in our principles, we are committed to protecting the privacy of your information. Below, we describe the ways in which we use the information we collect and receive to provide, maintain, and improve the Service; to provide troubleshooting and customer support; to protect the Service for all our users; to contact you; and to administer KIMO Business accounts.

- We use a number of technologies to help you get the most out of the Service. Our systems automatically analyze your data to power KIMO features and to continually improve the Service for you in a way that does not require anyone to look at your Content. This may include, for example:
  - Provide you with fitting learning materials.
  - Provide you (back) the notes that you stored in KIMO.
  - For KIMO Business users, recommending people in your surroundings as experts. Note that experts will only become experts with their permission.
- To provide troubleshooting and customer support, our Customer Support team may need to access your information, such as your account email address and information about the KIMO application you are using, subject to the protections described below.
- In accordance with your communication preferences, we'll occasionally contact you to announce

new products and features we build for you, share tips for using KIMO to get more done, make special offers, and provide information about how KIMO works with products and services from our business partners.

- If you are an End User of a KIMO Business account, please note that the Account Holder of your KIMO Business account (such as your employer or organization) may have established its own rules regarding End Users' access, use, disclosure, or retention of data stored in that account. Also note that while an Administrator of a KIMO Business account has access to the End User accounts linked to that KIMO Business account, an Administrator cannot access an End User's personal KIMO account.
- Note that our team at KIMO cannot access individual user profiles of KIMO End Users at any time, unless this access is provided by the End User him- or herself.

### WHEN AND WHERE DO WE SHARE INFORMATION?

KIMO is not in the business of selling or renting your information, but we work with partners to ensure our Service can be delivered. Here are instances when we may disclose your information — and then only the minimum information necessary:

- We share your information with Service Providers who process data on our behalf, such as credit card processors and customer management systems (CMS). For example, these Service Providers help us:
  - Operate, develop, and improve the features and functionality of the Service
  - Complete your payment transactions
  - Fulfill your sales and support requests
  - Communicate with you as described elsewhere in this policy
- We use Service Providers that enable us to monitor and analyze app usage and can be used to keep track of user behavior.
  - Kochava is our preferred Service provider for this purpose. Kochava processes personal data on our behalf, such as identifiers (excluding sensitive data), internet or other electronic network activity information, geolocation data
  - For more information, please read [Kochava's Data Processing Policy](#)
- We require these providers to agree to strict data protection requirements in keeping with our privacy policy standards and the European Union's General Data Protection Regulation ("GDPR").
- We do not share your information with any third parties for their own advertising purposes. ● Your Content is private unless you decide you want to share it. You may choose to share using public links or through any of the Service's features that allow you to share or collaborate on Content ("Collaboration Features"). If you choose to share, we may need to take steps to facilitate your

collaboration.

- In the event of a merger, sale, or reorganization of all or part of our business, information covered by this policy may be transferred in connection with that deal.
- We might, with your permission, contract with third-party advertising networks in order to deliver relevant KIMO advertisements to you across the Internet and to manage our communications with you. We do not use your Content for these purposes. In addition, we may share with partners or Service Providers a hashed identifier to serve you relevant KIMO ads when you visit partners' and providers' websites, applications or platforms. We may, for instance, participate in the Google AdWords Remarketing, [Twitter Tailored Audience](#) and [Facebook Custom Audience](#) services. To learn more about the privacy controls that Google, Twitter and Facebook offer and honor for those respective services, please visit [here](#) for Google, [here](#) for Twitter, and [here](#) for Facebook. You may opt out of certain ad targeting and retargeting services by visiting the Digital Advertising Alliance's [opt-out page](#), or the Network Advertising Initiative's [opt-out page](#).
- We also may share information about you with third parties whenever you consent to or direct such sharing. This includes, for example, if you connect your KIMO account with a third-party app in our App Center.
- We will not disclose your information to law enforcement or other governmental authorities unless we believe it is required to comply with warrants, court orders, subpoenas, or other lawful government requests. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards of due process. We narrowly interpret all information requests, and we only disclose Content in your account that is specifically responsive to a government warrant or where you have provided your explicit consent.
- If allowed, we will notify you if we believe we are compelled to comply with a third party's legal demand for your information.
- In addition, in rare cases, we may share your information as necessary to investigate or take action regarding illegal activities, suspected fraud, or potential threats against persons, property or the systems on which we operate the Service, or as otherwise necessary to comply with our legal obligations.

### WHO HAS ACCESS TO INFORMATION?

Consistent with the principles we uphold at KIMO—your data is yours—in most cases, you can manage your information simply by logging into your account and editing your information directly within the KIMO service.

However, if you prefer, you can contact us at [hello@kimo.ai](mailto:hello@kimo.ai) to ask us to provide access to, correct, update, or delete your personal information. Please note that we may ask you for proof of account ownership and/or identity before fulfilling your request. We will comply with such requests to the extent required by applicable law.

## DATA PROCESSING GROUNDS AND DATA ACCESS RIGHTS

We process Account Holder or End User personal information on one of three grounds, depending on the circumstances: (i) your affirmative consent, in which case you will have the right to withdraw consent at any time; (ii) contractual necessity; or (iii) our legitimate interest in providing the Service.

## DATA SUBJECT RIGHTS

You have the right to request us to give you access to your data. If the data are incorrect, incomplete or irrelevant, you have the right to ask us to alter or supplement them. You also have the right to object to the processing of these data and to ask us to erase them.

To the extent that our data processing is based on your consent, you at all times have the right to withdraw your consent. Withdrawal does not affect the lawfulness of the processing that was based on your consent before you withdrew it.

If you wish to make use of the aforementioned rights, please contact us by letter or email, using the contact details shown below. We will make a decision on your request within four weeks. You also have the right to submit a complaint to the supervisory authority. The competent supervisory authority is the [Dutch Data Protection Authority](#).

## HOW LONG IS INFORMATION STORED?

KIMO's mission is to help you learn more effectively. In order to do that, we make the Content you store in KIMO readily accessible to you, until you make the decision to delete it. If you delete your KIMO account and/or your personal data, it will no longer be accessible. As described in our principles, your data is portable and can be exported from KIMO.

Note that KIMO's back-up system, provided by Cloud partners, may retain individual copies of your deleted Content for up to one year due to the nature of those system's operations.

For users who are inactive for extended periods of time, we may close your account to satisfy our obligations under applicable law, and in accordance with our data retention policy. If that happens,

we will try to notify you before taking any action.

If KIMO deactivates your account due to a ToS (Terms of Service) violation, then you may contact us to request deletion of your Content, and we will evaluate such requests on a case-by-case basis, pursuant to our legal obligations.

## WHERE IS INFORMATION STORED?

When you use KIMO Software on your computing device, such as by using one of our downloadable applications, some of your data will be stored locally on that device. When you sync your computing device with the Service, that data will be replicated on servers maintained in the EU. This means that if you store information in or submit data to the KIMO website, app or browser plugin, you acknowledge your personal information will be transmitted to, hosted, and accessed in the EU.

## ALTERATIONS

We reserve the right to make changes to this privacy statement at any time in accordance with applicable legislation and regulations. Please check this webpage from time to time to see whether any changes have been made.

## HOW DO I CONTACT YOU?

KIMO welcomes your feedback regarding this Privacy Policy. If you have questions, comments or concerns about this Policy, please contact us by email at [hello@kimo.ai](mailto:hello@kimo.ai). Alternatively, you can also send letters or email to:

KIMO B.V.  
Moermanskkade 600  
1013 BC  
Amsterdam  
The Netherlands

## GLOSSARY

- **Account Holder** means the person or entity who has contracted with KIMO as either an individual Free, Premium, or Business user.
- **Collaboration Features** means any of the Service's features that allow you to share or collaborate on Content.
- **Content** means the text (e.g., notes), images (e.g. pictures of highlighted notes), and other data you choose to input, upload, and store in KIMO.
- **End User** means the individual who uses an account on the KIMO service.
- **KIMO** (or sometimes "we", "Kimo", or "us") means KIMO B.V.
- **KIMO Service** means the KIMO Software (as defined below) and other products, services and websites hosted or made available by KIMO.
- **KIMO Software** means the software hosted on KIMO's servers and the software we make available to be deployed by you or a third party to enable capturing of Content originating outside the Service, such as a KIMO browser plugin.
- **Paid Service** means KIMO Basic, Standard, Premium and Enterprise ('Business'), and any other KIMO offering for which we collect payment.