

## **Terms of Use**

### **Acceptance of Terms of Use**

Kin2.me website (the "Website") is owned and operated by Z-Corp (the "Company") and helps users find and share their relationships. The Company provides you with access to its Website subject to the following Terms of Use, which may be updated from time to time with or without prior notice to you.

You can review the most current version of these Terms of Use at any time at the Website. PLEASE READ THESE TERMS OF USE CAREFULLY. By accessing this Website (including, but not limited to, by uploading, posting, emailing, transmitting or otherwise submitting text, photographs, graphics, video, data, files, links, software, information, messages, music, sound or other materials (the "Content"), you agree that you have read and understand these Terms of Use and any posted updates and that you accept and agree to be bound by them. If you do not wish to be bound by these Terms of Use, please do not continue to use, or to participate in any manner, in this Website.

### **Registration**

In registering for the Website, you will agree to: (a) provide information about yourself and others who are related to you, as prompted by the registration form (the "Registration Data"), that is true, accurate, current and complete; (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete; (c) certify that you are 13 years of age or older; (d) provide an accurate email address to which all communications with the Company concerning your registration account may be directed; and (e) abide by these Terms of Use and all other guidelines and policies posted by the Company on this Website. If you provide any information that is untrue, inaccurate, not current or incomplete or that is not in compliance with the Company's Terms of Use or other guidelines and policies, or if the Company has reasonable grounds to suspect that this is the case, the Company has the right to suspend or terminate your account, and to refuse any continued or future use of the Website by you.

### **Member Account, Password and Security**

You may not transfer your account to anyone without first getting the Company's prior written permission. You agree not to impersonate any other person or entity when registering, and not to create an account for anyone other than yourself without permission.

## Protection of Privacy

Information you give about yourself and others who are related to you, and Content that you may post on the Website, is subject to our [Privacy Policy](#). Please read our privacy practices carefully before continuing.

## Posting of Content on the Website

When posting Content on the Website, you agree to respect the rights of others and to strictly abide by these Terms and Conditions and all other policies and guidelines posted by the Company on this Website, including, but not limited to, the Company's [Submission Guidelines](#). In particular, you agree that you will not upload, post, email, transmit or otherwise make available any Content that:

- a. is false, inaccurate, outdated or incomplete;
- b. violates another's right of publicity, right of privacy or any other right;
- c. infringes another's intellectual property rights or other proprietary rights (including, but not limited to, any rights of copyright, trademark, trade secret or patent) or otherwise violates the law;
- d. is defamatory, libelous, obscene, harmful, threatening, hateful, bullying, abusive, violent, discriminatory or otherwise objectionable as determined by the Company in its sole discretion;
- e. you do not have the right to make available under any law or under contractual or fiduciary relationships, such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements;
- f. links or refers to any Content that is not allowed under these Terms of Use or the Company's [Submission Guidelines](#);
- g. is confidential; or
- h. contains viruses or any other computer code, files or programs designed to interrupt, limit or destroy the functionality of any computer hardware or software.

You agree that you will be solely responsible for any Content that you upload, post, email, transmit, link or refer to or otherwise make available on the Website and for verifying the accuracy and ownership of such Content. The Company will not be liable in any way for such Content and any loss or damage that may be incurred as a result thereof.

In the event that any Content that you upload, post, email, transmit, link or refer to or otherwise make available on the Website violates these Terms of Use or any other policies or guidelines posted by the Company on this Website, such Content may be removed and you may be barred from any future use of this Website. You may also incur civil or criminal liability.

## **Removal of Postings from the Website**

You acknowledge and agree that the Company will have the right to monitor, edit or remove any Content that the Company deems, in its sole discretion, to be in violation of these Terms of Use or any other policies or guidelines posted by the Company on this Website, or to otherwise be objectionable or unlawful or to subject the Company to liability. Company will also have the right to monitor, edit or remove any Content that is the subject of a third-party complaint. The Company will terminate in appropriate circumstances the accounts of any users of the Website who are repeat infringers.

## **Billing and Payments**

*General.* Users of the Website (a "Member") agree to pay for all products, services, information or deliverables ordered through the Website (collectively, "Deliverables") using the payment method indicated, and to provide the Company with express authorization to charge said fees to the Member's payment provider at time of purchase or renewal. Fees owed depend on the specific type and quantity of the "Deliverables ordered. Payment of fees shall not be contingent on any events other than the delivery of the ordered Deliverables. Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of, and paid for by, Member. If payment is not current, the Company may immediately cease to provide any and all Deliverables to the Member. □ It is the Member's responsibility to promptly provide the Company with any contact or billing information changes or updates (including phone number, email address, credit card numbers, etc.). The Company does not validate all credit card information required by the Member's payment provider to secure payment.

*Subscriptions.* The fees paid for subscriptions to the Website are non-refundable, regardless of whether the subscription is terminated prior to the end of the then-current billing period. Subscriptions will automatically renew using the Member's current credit card account number unless Member cancels their subscription on the Website at [www.kin2.me](http://www.kin2.me) at least three (3) days prior to the renewal date for such subscription. Once the cancellation is processed, a confirmation email will be sent via the Member's email account on record with the Website. If Member has a question about a cancellation, Member should contact the Company at [help@kin2.me](mailto:help@kin2.me). The Company reserves the right to change its fees or billing methods at any time. The Company will provide timely notice to the affected Members of any such changes. The Member must notify the Company about any billing problems or discrepancies within ninety (90) days after charges first appear on their Account statement. If these are not brought to the Company's attention within ninety (90) days, Members agree to waive their right to dispute such problems or discrepancies.

*Deliverables.* The Company and its suppliers continually upgrade and revise their products and services to provide you with new Deliverables. The Company may revise, discontinue or modify products or services at any time without prior notice to members, and products or services may become unavailable without notice. The Company shall have no liability of any kind if a product or service that has been ordered is unavailable. If necessary, the Company reserves the right to

substitute items of equal or greater value when an item or service is unavailable or the Company may cancel the order. □ We attempt to be as accurate as possible and eliminate errors on the Website, however we do not warrant that any product, service or description, photograph, pricing or other information is accurate, complete, reliable, current, or error-free. In the event of an error, whether on the Website, in an order confirmation, in processing an order, delivering a product or service or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. In addition, we may, in lieu of a refund as provided in this paragraph, opt to provide you with a merchandise or service credit, with a value at least equal to the amount charged to your credit card. The Company reserves the right to determine and modify from time to time the exact nature of any such merchandise or service credit, including conversion into one or more different types of merchandise or service credits. Your sole remedy in the event of such error is to cancel your order and obtain a refund or credit as set forth above.

| To request a refund, send an email to [help@kin2.me](mailto:help@kin2.me). Some orders may be charged, fulfilled and processed by an authorized third-party partner of the Company, in which case any refunds, charge-backs, returns, or product substitutions will be subject to the discretion and policies of such third-party gift fulfillment provider. □ Any tangible property purchased through the Website will be shipped FOB Shipping Point. Title to such products passes from the Company (or, as applicable, from the Company's authorized third-party gift fulfillment provider) to you upon shipment. With respect to services you purchase through the Website, you acknowledge and agree that upon making such services available to you (or to their intended authorized recipients), the Company will have fully satisfied its obligation to deliver or otherwise provide such services, regardless of any failure or inability to use such services. □ All tangible merchandise, other than special orders and as otherwise noted by Company, may be returned to us (or as applicable, to the Company's authorized third-party gift fulfillment provider) for a refund of your purchase price when you notify us (or as applicable, the Company's authorized third-party gift fulfillment provider) within 10 days of receipt of your order. The Company and its authorized gift fulfillment providers do not accept returns after this 10-day period. A 20% restocking fee may be applied to your return, but it shall not apply to returns due to defects or errors by the Company or, as applicable, by the Company's authorized third-party gift fulfillment providers. You are responsible for paying shipping back to the designated location for returned items, unless such item is being returned due to a product defect or error by the Company or, as applicable, by the Company's authorized third-party gift fulfillment provider. You must call first for a return authorization number, and no merchandise can be returned without a written authorization number from the Company or as applicable, from the Company's authorized third-party gift fulfillment providers. Items must be unopened, in new condition, and returned in original shipping containers. All merchandise must be inspected by customer upon delivery. If any box looks dented or damaged in any way, the driver must make a notation and should mark any damages. Boxes opened later and then damage noticed without driver making notation, is considered concealed damage. Some shipping companies do not always cover full refunds on concealed damage items. The Company or, or, as applicable, the Company's authorized third-party gift fulfillment provider, is not responsible for damaged incurred during shipping.) There are no returns or cancellations for any intangible property or services purchased from Company. All sales are final, non-cancelable and non-refundable except as expressly set forth in this

Agreement or as otherwise determined by Company in its sole discretion.

*Taxes.* Member will be responsible for any applicable sales or use tax, duties, or other governmental taxes or fees payable in connection with your purchase of Deliverables via the Website. If you do not pay such sales or other tax or fee on a transaction, you will be responsible for such taxes or fees in the event that they are later determined to be payable on such sale, and the Company reserves the right to collect such taxes or other fees from you at any time.

### **The Company's Ownership of this Website**

You acknowledge and agree that the Website contains proprietary or confidential information that belongs exclusively to the Company (the "Website Content") and is protected by applicable copyright, trademark, patent, trade secret or other proprietary rights and laws. You are not authorized to reproduce, republish, distribute, transmit, modify, sell or otherwise use the Website Content, or to create derivative works based on the Website Content, in whole or in part, without the Company's express written authorization. Without limiting the foregoing, you are not authorized to use the Website Content in order to gain a competitive advantage, for marketing purposes (including, third-party solicitations), to harass, abuse or harm others, or in a way that otherwise exceeds the scope of your authorized access to this Website. In addition, you are not authorized to use, access, search or obtain data from this Website or the Website Content by using any deep-link, framing, page scrape, robot, spider or other automatic device, program, algorithm or similar methodology. The Company grants you a personal, non-transferable and non-exclusive right and license to use the Website Content on a single computer for non-commercial purposes only and subject to all other Terms and Conditions herein. Any unauthorized use terminates the permission or license granted by the Company.

The Kin2 name, logo and associated names are trademarks or registered trademarks of the Company (the "Kin2 Marks"). You are not authorized to display or use in any manner any Kin2 Mark without our prior written consent.

### **Use of Content Posted on Website**

In order for the Company to use certain of the Content and operate the Website, you agree to grant the Company a non-exclusive, perpetual, transferable, sub-licensable, royalty-free, worldwide right and license to use the Content for any purpose (the "License"), including, but not limited to, promoting, reproducing, modifying, transmitting and/or redistributing works based on the Content and/or the Website (and any derivative works created therefrom), and making the Content available to the Content, in any and all media now known or hereinafter devised.

### **Disclaimer of Warranties**

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND

LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE COMPANY DOES NOT GUARANTEE THAT (1) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE INFORMATION THAT IS CONTAINED IN THE WEBSITE WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. YOU SHOULD CONFIRM ANY INFORMATION PRESENTED ON THIS WEBSITE BEFORE RELYING ON IT IN ANY WAY.

### **Limitation of Liability**

IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES RESULTING FROM YOUR USE OR INABILITY TO USE THIS WEBSITE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO DAMAGES FROM ANY CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE OF ACTION EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVERS THAT MAKE THIS WEBSITE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WITHOUT LIMITATION TO THE FOREGOING, UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE IN ANY WAY FOR ANY CONTENT, STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT UPLOADED, POSTED, E-MAILED, TRANSMITTED, LINKED OR REFERRED TO, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE.

### **Information Sent to Us**

We welcome your feedback and comments about the Website, but please do not submit any information, suggestions or materials that are confidential or proprietary. We will not compensate you for any submissions that we use. By making any such submissions, you grant the Company a perpetual, worldwide, irrevocable, royalty-free license to use those submissions in any way the Company deems appropriate. You agree that you will not submit any materials

that you do not have the right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements), and you will be solely liable for any liability related to your submission of such materials.

## **Links**

The Company does not make representations or warranties about any third-party website that you may access through this Website. Any such site is independent from the Company and the Company does not endorse, monitor, have any control over or assume any liability for the information provided on or activities undertaken by any such website. You must make your own decisions regarding your interactions or communications with any other site.

## **Indemnification**

You agree to defend, indemnify and hold the Company and any of its officers, directors, employees, agents, affiliates, subsidiaries, partners and licensors, harmless from and against any and all claims, actions, liabilities, costs or damages (including reasonable attorneys' fees) asserted by any third party arising from or related to your use of this Website or conduct in connection therewith in violation of these Terms of Use or any other guidelines or policies posted by the Company on the Website.

## **Waiver and Severability**

The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the court is to endeavor to give effect to the parties' intentions as reflected in the provision in issue, and the other provisions of these Terms of Use shall remain in full force and effect.

## **Choice of Law and Forum for Disputes**

These Terms of Use and the relationship between you and the Company will be governed by the laws of the State of Utah, without regard to its conflict of law principles. You agree to submit to the personal and exclusive jurisdiction of the courts located in Utah with respect to any claims arising from the these Terms of Use or your use of the Website.

## **Our Contact Information**

| [Z-Corp](#)  
2162 West Grove Parkway, Suite #150  
Pleasant Grove, Utah 84062  
| [help@kin2.me](mailto:help@kin2.me)