



## Jiko Website Terms of Use

Effective Date: January 3, 2024

This Terms of Use Agreement (the "Agreement") is entered into between Jiko Technologies, Inc. ("we," "us," or "our"), and the user ("you" or "your") accessing and using the website (the "Website") owned, operated and controlled by us. By accessing or using the Website, you agree to be bound by the terms and conditions of this Agreement.

### 1. Access and Use of the Website

1.1. Authorized Use: You represent that you have reached the age of eighteen (18) and you have the legal ability to agree to the terms of this Agreement. Your use of the Website is governed by the terms of this Agreement. You are authorized to access and use the Website solely for the purposes specified in this Agreement.

1.2. Accuracy of Information: When creating an account or when utilizing the Website, you agree to provide current, complete, and accurate information. If any information you provide is untrue, inaccurate, not current, or incomplete, we may deny your application or suspend or terminate your access to the services we provide.

### 2. Acceptable Use

2.1. Compliance: You agree: (a) to use the Website in compliance with all applicable laws and regulations, as well as the terms of this Agreement; (b) you shall not use the Website for any illegal, unauthorized, or unethical purpose; (c) your use of the Website is solely for your personal use; and (d) you are solely responsible for maintaining any and all equipment necessary for your access to and use of the Website, including internet access, computer equipment for accessing the internet, mobile phones, and mobile data plans with carriers.

2.2. Prohibited Activities: By accepting the terms and conditions of this Agreement, you expressly agree that you shall not engage in any activity that disrupts, interferes with, or harms the functionality, security, or integrity of the Website. Prohibited activities include but are not limited to: (a) hacking; (b) data breaches; (c) unauthorized access; (d) probing, scanning or testing the vulnerability of the Website; (e) posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others; posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity, as determined by us in our sole discretion; (f) posting advertisements or solicitations for business, or other unsolicited material; (g) impersonating another person; (h) harvesting or otherwise collecting information about others, including e-mail addresses, without their consent, for posting or viewing comments; (i) allowing any other person or entity to use your user account for posting or viewing comments or for any other purpose; (j) overloading, "flooding," "spamming," "mail bombing," or



“crashing” the Website; (k) transmitting malware; and (l) engaging in any other conduct that restricts or inhibits any other person from using or enjoying the public area of the Website, or which, in our sole discretion, exposes us or any of our customers or vendors to any liability or detriment of any type.

2.3. Communications: When you visit the Website or send emails to us, you are communicating with us electronically. By accepting the terms and conditions of this Agreement, you expressly consent to receive communications from us electronically to the extent permissible by law. Such electronic communications may include emails or other electronic communications. Your consent to receive electronic communications from us does not mean that we must provide all communications electronically. You further expressly consent to be contacted by us and our employees, representatives, and agents, or anyone contacting you on our behalf for any and all purposes arising out of or relating to your account, at any telephone number, or any physical, email, or other electronic address you provide or at which you may be reached. It is your responsibility to provide us with current and accurate contact information. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number.

2.4. Security: You are responsible for safeguarding your account login information, including maintaining the security of your user identification, password, and other confidential information relating to your account.

By accepting the terms and conditions of this Agreement, you acknowledge that violations of system or network security may result in civil or criminal liability.

2.5. Submissions: You agree that you will not upload or transmit any communications or content of any type to the public areas of the Website (including message boards or discussion forums) that infringe or violate any rights of any party, that violate any local, international, federal or state law or that are otherwise unlawful. By submitting any communication or content to the public areas of the Website, you agree such submission is non-confidential for all purposes.

### 3. Data and Privacy

3.1. Data Handling: Your use of the Website involves the handling of data as described in our privacy policy (see [jiko.com](http://jiko.com)). You acknowledge that our privacy policy also governs your use of the Website and that we may process your data as necessary to provide the Website.

3.2. Confidentiality: Our privacy policy describes how we collect and use your information, including nonpublic personal information. Any confidential information shared through the Website shall be subject to the terms of this Agreement and our privacy policy.

### 4. Intellectual Property



4.1. Ownership: You acknowledge that all intellectual property rights in the Website, including software, content, and any related materials, are owned by us or our licensors whether those rights are registered or not, and wherever in the world those rights may exist (“IP”). Your use of the Website does not grant you ownership of any intellectual property rights. You agree not to (a) take any action that would jeopardize, limit, or interfere with our or our licensors’ rights in or to the IP, (b) copy, translate, publish, or create derivative works of the IP or any component thereof, or (c) resell, distribute, trade or make any other commercial use of, modify, reverse engineer, decompile or disassemble the IP or any component thereof.

Under no circumstances will anything appearing on the Website be construed as granting, whether by implication, estoppel, or otherwise, any form of license or authorization to use, reproduce, or distribute the IP displayed on the Website. Licenses to use IP appearing on the Website may be obtained with our prior written consent, which we may withhold in our sole discretion. Misuse of IP or any materials comprising the Website is strictly prohibited. You agree to abide by any and all trademark and service mark notices, information, or restrictions contained on the Website. We permit you to make a single copy of the content appearing on the Website solely for the purpose of obtaining information about its products and services provided that you are not otherwise authorized to display, distribute, download, modify, print, store, transmit, or use any materials or content appearing on the Website.

Your unauthorized use of IP or other content on the Website may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

## 5. No Warranty and Limitation of Liability

WE DO NOT GUARANTEE THAT THE WEBSITE OR THE ADEQUACY, COMPLETENESS, OR ACCURACY OF ANY CONTENT, DOCUMENT OR FEATURE OF THE WEBSITE WILL BE ERROR-FREE, THAT THE WEBSITE OR ANY FEATURE OF THE WEBSITE WILL BE UNINTERRUPTED, OR THAT ANY ERRORS, INTERRUPTIONS, OR DEFECTS WILL BE CORRECTED. THE WEBSITE AND THE CONTENT ON THE WEBSITE ARE MADE AVAILABLE ON AN “AS-IS” AND “WITH ALL FAULTS” BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

ALTHOUGH WE WILL TAKE REASONABLE PRECAUTIONS TO PROTECT THE WEBSITE AND AVOID DELETION, CORRUPTION, OR UNAUTHORIZED MODIFICATION OF OR ACCESS TO THE WEBSITE, WE MAKE NO REPRESENTATION OR WARRANTY THAT SUCH EFFORTS WILL BE SUCCESSFUL, AND TO THE EXTENT PERMITTED BY LAW, WE SPECIFICALLY DISCLAIM ALL LIABILITY WHATSOEVER WITH RESPECT TO ANY FAILURE TO PROTECT THE WEBSITE, OR TO AVOID DELETION, CORRUPTION, OR UNAUTHORIZED MODIFICATION OF OR ACCESS TO THE WEBSITE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE WEBSITE OR ANY DOWNLOADABLE MATERIAL IS FREE FROM COMPUTER VIRUS.



TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR EQUITY OWNERS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS, SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE LOSS, OR DAMAGE ARISING FROM OR RELATED TO ANY USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, OR LOSS OF USE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY CLAIM BY ANY THIRD PARTY. YOUR SOLE REMEDY AGAINST US, OUR EQUITY OWNERS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS, SUCCESSORS, AND ASSIGNS IN CONNECTION WITH YOUR USE OF THE WEBSITE OR FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT ON THE WEBSITE IS TO STOP USING THE WEBSITE.

## 6. Termination

6.1. Termination Rights: We may modify, suspend, or terminate your access to the Website with or without notice and with or without cause. You agree that we shall not be liable to you or to any third party for any modification, suspension, or termination of your account or the Website. Further, we reserve the right to suspend, close, or deny access to your account or the Website if we believe there is a legitimate reason to do so. Such reasons shall include, without limitation: (a) any actual or suspected breach of this Agreement; (b) any actual or suspected criminal activity; and (c) any actual or suspected misuse of, or damage to, the Website.

## 7. Miscellaneous

7.1. Entire Agreement: This Agreement together with any other agreement we enter into with you regarding the provision of services or products through the Website, constitutes the entire agreement between you and us regarding your use of the Website and supersedes any prior agreements or understandings.

7.2. No Waiver: The waiver of a breach of or default under this Agreement, or the failure or delay by us to exercise any right in respect of any breach of or default under this Agreement, shall in no event constitute a waiver of any other breach or default of this Agreement, whether similar or dissimilar in nature, or operate as a waiver of any other right or remedy available to us.

7.3. Severability: If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by final judgement of a court of competent jurisdiction, then: (a) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected; (b) the effect of the ruling shall be limited to the jurisdiction of the court making the ruling; and (c) if the judgement and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislature, judicial, or administrative action, then the provision(s) in question as originally set forth in this



Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

7.4. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles. You agree to the personal jurisdiction by and venue in the state and federal courts in San Francisco, California, and agree and consent that such courts are the exclusive forum for litigation of any claim or cause of action arising out of or relating to your use of the Website or the content on the Website.

7.5. Modification: We may change, limit, or otherwise modify this Agreement, including, without limitation, our privacy policy, at any time by informing you of any such changes by posting them on the Website. Any change shall be effective upon publication, unless otherwise stated, or as required by law. You will be deemed to agree if you affirmatively accept the change, or if you continue to access or use the Website after the effective date of the change.

7.6. Links: Our Website may contain links to third-party websites providing services and resources. We do not control the availability or content of such third-party websites. We are not responsible for examining or evaluating any third-party website, and we do not make any representations regarding the quality or accuracy of the content on any such third-party website. We cannot be held responsible or liable for the content on, or the actions of, any third-party website.

7.7. Survival: The provisions of this Agreement which by their nature should survive your suspension or termination will survive, including releases, disclaimers, limitations on liability, and the provisions regarding jurisdiction and governing law and venue.

7.8. Assignment: We may assign our rights and obligations under this Agreement, in whole or in part, to any party at any time without notice. You may not assign your rights or obligations under this Agreement without our prior written consent, which may be withheld in our sole discretion.

By using the Website, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement.