

KIN FOUNDATION

Terms of Use Agreement

Last Updated: March 8, 2019

Welcome to the Kin.org (the “Foundation”, “we,” “us” or “our”) website (“Site”). The Kin Foundation acts as the governance body for the Kin Ecosystem.

This Terms of Use Agreement (“Agreement”) is important and affects your legal rights, so please read it carefully. **Note that Section 15 of this Agreement contains a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes.**

By accessing or using the Site, you agree to be bound by this Agreement and all of the terms incorporated herein by reference, in addition to our Privacy Policy, found at kin.org/privacy-policy . If you do not agree to this Agreement, you may not access or use the Site. This Agreement governs your access and use of the Site.

This Agreement does not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise.

1. Who May Use the Site

The Site is not intended for use by anyone under the age of 13. If you are not yet legally considered an adult where you live (known as the age of majority), you may only use the Services if your parent or guardian agrees to these Terms on your behalf. By using the Site, you represent and warrant that you (a) are 13 years of age or older, (b) have not been previously suspended or removed from the Site, or engaged in any activity that could result in suspension or removal from the Site, and (c) have full power and authority to enter into this Agreement and in so doing will not violate any other agreement to which you are a party.

2. Changes to Terms of Use

The Foundation reserves the right to change or modify this Agreement at any time and in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, such as by sending an email notification, providing notice through the Site, or updating the “Last Updated” date at the beginning of this Agreement. By continuing to access or use the Site, you confirm your acceptance of the revised Agreement and all of the terms incorporated therein by reference. We encourage you to review the Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the Site. If you do not agree to the revised Agreement, you may not access or use the Site.

3. Privacy Policy

Please refer to our [Privacy Policy](#) for information about how we collect, use, and share information about you.

4. License to Access and Use Our Site and Content

Unless otherwise indicated in writing by us, the Site and all content and other materials contained therein, including, without limitation, the Kin logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of the Foundation or our affiliates, licensors or users, as applicable, and are protected by Canadian, U.S., and international copyright laws.

You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable license to access and use the Site and Content. However, such license is subject to this Agreement and does not include any right to (a) sell, resell or use commercially the Site or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Site or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Site or Content, except as expressly permitted by us, and (f) use the Site or Content other than for their intended purposes. Any use of the Site or Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by us, nothing in this Agreement shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of the Foundation or any third party, whether by estoppel, implication or otherwise. This license is revocable at any time.

Notwithstanding anything to the contrary in this Agreement, the Site and Content may include software components provided by the Foundation or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

5. Trademarks

The Kin logo and any product or service names, logos or slogans that may appear on the Site are trademarks of the Foundation or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "Kin" or any other name, trademark or product or service name of the Foundation or our affiliates without our prior written permission. In addition, the look and feel of the Site, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark, or trade dress of the Foundation and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Site are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by the Foundation.

6. Hyperlinks

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Site for noncommercial purposes, provided that such link does not portray the Foundation or our affiliates or any of our products or services in a false, misleading, derogatory or otherwise defamatory

manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. You may not use a Kin logo or other proprietary graphic of the Foundation to link to the Site or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Foundation trademark, logo or other proprietary information, including the images found on the Site, the content of any text or the layout or design of any page, or form contained on a page, on the Site without our express written consent.

7. Third-Party Content, Sites and/or Services

We may display content from third parties through the Site and Content (collectively, **“Third-Party Content”**). We do not control, endorse, or adopt any Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third-Party Content are solely between you and such third parties, and that the Foundation is not responsible or liable in any manner for such interactions or Third-Party Content.

The Foundation makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party websites accessible by hyperlink from the Site or of websites linking to the Site (**“Third-Party Sites and/or Services”**). Such Third-Party Sites and/or Services are not under our control, and we are not responsible for the contents of any Third-Party Sites and/or Services, any link contained in Third Party Sites and/or Services, or any review, changes or updates to such Third Party Sites and/or Services. We provide these links to you only as a convenience, and the inclusion of any link does not imply our affiliation, endorsement or adoption of any site or any information contained therein. When you leave our Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Sites and/or Services to which you navigate from our Site.

8. User Conduct

You agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Site. You agree that you will abide by this Agreement and will not:

- Violate, in any way, any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from Canada, the United States, or other countries).
- Exploit, harm or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- Send, knowingly receive, upload, download, use or re-use any material that does not comply with these Terms of Use.
- Transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter” or “spam” or any other similar solicitation.
- Impersonate or attempt to impersonate the Foundation, a Foundation employee, another user or

any other person or entity (including, without limitation, by using email addresses or screennames associated with any of the foregoing).

- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Foundation or users of the Site or expose them to liability.

Additionally, you agree not to:

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

9. Feedback

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about the Foundation, or the Site (collectively, "**Feedback**"). You agree that submission of Feedback is at your own risk and that the Foundation has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant the Foundation a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights in connection with the operation and maintenance of the Site.

10. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the Foundation, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "**Kin Foundation Parties** "), from and against all actual or alleged Kin Foundation Party or third-party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and

insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Site or Content, (b) any Feedback you provide, (c) your violation of this Agreement, and (d) your violation of the rights of another. You agree to promptly notify the Foundation of any third-party Claims and cooperate with the Kin Foundation Parties in defending such Claims. You further agree that the Kin Foundation Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Foundation.

11. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY THE KIN FOUNDATION, THE SITE CONTENT CONTAINED THEREIN IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE FOUNDATION DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITE, CONTENT CONTAINED THEREIN. THE FOUNDATION DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. THE FOUNDATION WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SITE. WHILE THE FOUNDATION ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SITE AND CONTENT SAFE, THE FOUNDATION CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, CONTENT OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. THE FOUNDATION CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

THE FOUNDATION WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE TO YOU FOR ANY USE OF THE SITE, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORIZED ACCESS TO APPLICATIONS; (D) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY WHICH MAY NOT OTHERWISE BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

The Foundation is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (contract). The Foundation is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury

caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

SOME JURISDICTIONS MAY NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

THE FOUNDATION MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THIRD-PARTY CONTENT OR THIRD-PARTY SITES AND/OR SERVICES, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE FOUNDATION BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIRD-PARTY CONTENT OR THIRD-PARTY SITES AND/OR SERVICES OR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU FOR THE THIRD-PARTY CONTENT OR THIRD-PARTY SITES AND/OR SERVICES THAT GIVE RISE TO ANY CLAIM.

We reserve the right to change any and all Content and to modify, suspend or stop providing access to the Site or Content (or any features or functionality of the Site) at any time without notice and without obligation or liability to you.

Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us.

12. Limitation of Liability; Release

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE KIN FOUNDATION OR ANY OF THE OTHER KIN FOUNDATION PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR FOR LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SITES, CONTENT OR OTHERWISE RELATED TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM THE FOUNDATION, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE FOUNDATION'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF US ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE ACCESS TO AND USE OF THE SITE CONTENT OR ANY PRODUCTS OR SERVICES PURCHASED FROM US EXCEED THE GREATER OF \$100 AND THE AMOUNT RECEIVED BY US THAT ARE THE SUBJECT OF THE

CLAIM.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

13. Modifications to the Site

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Site (or any features or parts thereof) at any time and without liability therefor.

14. Choice of Law & Exclusive Venue

Except as prohibited by applicable law, these Terms are governed by the laws of Ontario, Canada and the federal laws of Canada applicable therein, aside from its conflict of laws principles. Where the Terms allow claims to be resolved in Court, you agree to submit to the personal jurisdiction of the courts located within Toronto, Ontario, Canada for the purpose of litigating all claims or disputes related to injunctions sought by us or other equitable relief to protect our intellectual property rights in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

15. Resolution of Disputes

Mandatory Arbitration. Any dispute or claim between you and us relating to or arising out of the Services or the Terms (except for small claims court matters or the injunctive or other equitable relief mentioned in this Section), will be referred to and determined exclusively through binding confidential arbitration conducted in Toronto, Ontario, Canada, unless you are a resident of the United States, in which case the arbitration will be held in a location within 100 miles of your residence, unless the parties agree otherwise.

The arbitration will be held on an individual basis, before a single arbitrator and in accordance with the applicable Ontario arbitration statute (the Arbitration Act, 1991, S.O. 1991, c.17, as amended, or the International Commercial Arbitration Act, R.S.O. 1990, c. I.9, as amended, or such other statute that may be enacted). The arbitration will not be open to the public or media and all evidence discovered or submitted is confidential and may not be publicly disclosed, except as needed to enforce an arbitral award.

Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the arbitration rules. You and the Foundation may also take claims to small claims court in Toronto, Ontario, Canada if the dispute qualifies for hearing by that court. BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT TO ASSERT ANY CLAIMS, EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT.

You and the Foundation also agree that: (i) you and the Foundation will each pay such portion of the costs of the arbitration (which consists of each party's legal expenses, the fees and expenses of the

arbitrator, and any other expenses related to the arbitration) as determined by the arbitrator; (ii) the arbitrator may, in making an award of costs, consider whether costs are prohibitive compared to litigating in a court, and may require the Foundation to pay a greater portion of the fees and expenses of the arbitrator, or the travel expenses of you or any witness, in which case the Foundation will pay as much of your arbitration costs as the arbitrator deems necessary to prevent such cost-prohibitiveness; (iii) the arbitrator will honor claims of privilege and privacy recognized at law; (iv) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (v) the arbitrator's award will be final and non-appealable, but may be enforced in any court of competent jurisdiction.

Jury Trial Waiver. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and the Foundation in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE FOUNDATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

Class Action Waiver. THE ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF.

Right to Opt Out. You have the right to opt out of this agreement to arbitrate by sending written notice of your decision to opt out, postmarked within 30 days of the date this Agreement, to c/o 22 Adelaide Street West, Suite 3400, Toronto, ON, Canada M5H 4E3. Your written notice must include your name, address and email address. If you send written notice, then the mandatory arbitration provisions in this Agreement will not apply to you or the Foundation. IF YOU DO NOT SEND THIS WRITTEN NOTICE, THEN YOU AGREE TO BE BOUND BY THE MANDATORY ARBITRATION PROVISIONS IN THIS AGREEMENT.

16. Termination

Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Site and Content, at any time and for any or no reason, and you acknowledge and agree that the Foundation shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

17. Severability

If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.

18. Survival

The following sections will survive the expiration or termination of this Agreement: all defined terms and Sections 2, 10, 11, 12, 13, 14, 15, and 16.

19. Miscellaneous

This Agreement constitutes the entire agreement between you and the Kin Foundation relating to your access to and use of the Site, and Content. Except where prohibited by applicable law, we reserve the right to change these Terms at any time without notice. Your continued access to and use of the Services after changes to these Terms indicates your acceptance of such changes. It is your responsibility to review these Terms regularly. If we don't enforce a part of these Terms, it will not be considered a waiver. You can't transfer your rights or obligations under this agreement without our consent. The word "including" means including without limitation. We may assign these Terms in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or bankruptcy or other operation of law, without your consent. If we need to contact you about these Terms, you: (1) agree to receive electronic messages from us; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other messages we send to you electronically satisfy all legal requirements as if they were in writing. We agree that these Terms and all related documents are in English. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of the Foundation, and the Foundation's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

Contact Us

The Foundation welcomes your comments, complaints, claims, questions and suggestions. Please send us feedback at privacy@kin.org.

Kin Foundation is located in Canada at c/o 22 Adelaide Street West, Suite 3400, Toronto, ON, Canada M5H 4E3.