

Kiia Insurance Terms Of Service

These Terms of Service (the “Terms of Service”) govern the relationship between Kiia Insurance Inc. (“we” or “Kiia Insurance”) and anyone who uses or has access to, or attempts to use or gain access to any application, functionality, or digital asset owned, provided by or otherwise affiliated with or disseminated by Kiia Insurance (<https://www.mykiia.com>). These Terms of Service supersede any past or contemporary communications between you and Kiia Insurance.

The terms and conditions set forth herein apply regardless of the of the device, service or method used to access Kiia Insurance and extend to any geographic location in which Kiia Insurance is accessed. These articles define the legally binding terms for your use of and access to Kiia Insurance, its services, features, content and assets (“Services”). Please read the Terms of Services before using Kiia Insurance.

The Services are in a constant state of change and evolution. The Terms of Service may include references to future functionality and Services that have not yet been implemented and are not yet publicly available. Accessing Kiia Insurance or using the Service constitutes continued acceptance of the Terms of Service.

At all times, you are solely responsible for reviewing and confirming that these Terms of Service are in compliance with all laws, rules and regulations applicable to you or your operating entity. Should compliance be unconfirmed, you agree not to use or otherwise benefit from the use of the Services.

GOVERNING LAW AND JURISDICTION

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Missouri, including its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of these Terms of Service shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of Jackson County, Missouri.

ACCEPTANCE OF TERMS

By accessing or in any way using the Services in any manner you agree to these Terms of Service, Privacy Policy, and all other operating rules, policies and procedures defined by Kiia Insurance or common law. These Terms of Service apply to all users of the Services without limitation or restriction.

SIGN UP & REGISTRATION

In order to use portions of the Service, you must sign up with Kiia Insurance (thereby becoming a “User” and creating an “Account”). Information provided during the registration process must be complete and accurate.

You shall not: a) create an account with the intent to impersonate another user or person; or b) employ a username that is offensive, vulgar, or of other ill regard as defined at the sole discretion of Kiia Insurance.

Any use of another User’s account of Services may only be permitted with the express permission of the User.

You are solely responsible for all activity performed on your account. It is your responsibility to protect the safety and security of your account’s password. In the event of a security breach or suspected security breach, you are required to provide notice to Kiia Insurance without delay.

ELIGIBILITY & COMPLIANCE

Kiia Insurance may, at any time at its sole discretion, refuse to offer the Services to any User, individual or entity without notice including but limited to entities with a paid for (“Upgraded”) account and a free accounts. Kiia Insurance may delete or otherwise disable any User’s account without notice or explanation.

By accessing the Services, you acknowledge and agree that you will not directly or indirectly attempt to copy, replicate, reverse engineer, decode, or acquire any frontend or backend source code except as expressly permitted by Kiia Insurance or corresponding laws and regulations. You will not attempt to alter, modify, or otherwise derive another product or work based on or otherwise employing use of the Services.

CONTENT

“Content” refers to and includes any data, image, text, style, pattern, document, asset, feature or functionality used on or affiliated with Kiia Insurance and the Services whether created, uploaded or otherwise employed by Kiia Insurance, its Users or affiliates. Kiia Insurance makes no warranties as to

the availability or accuracy of the Content. Kiia Insurance further makes no warranties as to the compliance of the Content with any copyright claims, laws, rules or regulations.

You acknowledge and agree that all Content generated or accessed by you is at your sole discretion, and you will be responsible or liable for any damages, losses or penalties associated with its use. You shall not upload, submit or otherwise employ Content that (1) infringes any copyright, trademark, servicemark, patent, trademark, trade secret, or other regulation, law or policy or (2) that in any impersonates another person or entity or (3) is false, inaccurate, or misleading or (4) otherwise deemed inappropriate, improper, vulgar, defamatory, libelous or damaging at the sole discretion of Kiia Insurance.

Kiia Insurance reserves the right to view, download, read, save or otherwise employ all Content except as specifically prohibited by laws governing the use of the Content.

All Content collected, stored or employed by Kiia Insurance, except where otherwise noted or inapplicable due to the laws and regulations governing that Content, is the sole property of Kiia Insurance. Kiia Insurance may use Content generated by you including but not limited to text, images, logos, branding, styles and likeness for purposes including but not limited to marketing, promotion, benchmarks, reporting, press releases, and public relations.

Kiia Insurance does not warrant that any Content will be made available or remain available. Kiia Insurance makes no guarantee that it will monitor the Content or the Services and has no obligation to do so. Kiia Insurance reserves the right to remove, disable or delete any Content without warning, notice or explanation.

Content specifically generated by or specifically employed by Kiia Insurance, its partners or affiliates may be governed and protected by copyrights, patents, trademarks or other restrictions. You agree to use the Services in compliance with any such restrictions. You may not sell, license or otherwise financially profit from the use of any of the Content or the Services except as expressly authorized by Kiia Insurance. Further, you may not use or exploit any content owned by or restricted by a third party entity.

On a case-by-case basis, Kiia Insurance may allow Content and events of a (1) "adult" theme or nature and (2) featuring or otherwise related to alcohol, tobacco or firearms. Events hosted on the Kiia Insurance platform including adult content, or content related to alcohol, tobacco or firearms must

employ Kiia Insurance's Age Gate feature and will be considered on a case-by-case basis for continued availability on the Kiia Insurance platform.

Kiia Insurance reserves the right to limit, prevent access to, remove, or permanently delete all Content. Kiia Insurance may remove any Content without notice or explanation that it deems to be in violation of these Terms of Service, offensive, infringing, derogatory, or libelous.

FEES, PROMOTIONS, PRIZES AND BILLING

Any and all fees collected by Kiia Insurance are subject to change at any time at the sole discretion of Kiia Insurance. Prior to implementing any changes to fee structure, Kiia Insurance will make a reasonable effort to inform Users directly affected by the fee change.

From time to time, Kiia Insurance may offer an incentive ("Promotion") in the form of a monetary discount or other benefit to encourage Users to purchase an Upgraded Account. Kiia Insurance reserves the right to create, cancel or otherwise alter an ongoing Promotion at any time. Kiia Insurance may, at its sole discretion, refuse to honor the terms of the Promotion to any individual or entity for any reason including but not limited to the suspicion of fraud. Already Upgraded Users are not entitled to receive the incentive(s) offered by a Promotion.

All Kiia insurance raffle prizes or prizes offered otherwise cannot be redeemed to any monetary value. They are as is and Kiia Insurance holds the right to change the value or type of prize at any time. The winner is responsible for any additional fees or charges related to the prize. Kiia insurance does not assume any liability caused by the prize or by the of the user after the prize has been awarded to them.

Kiia Insurance reserves the right to seek payment for any fees owed, whether resulting from a chargeback or reversal from a User's bank or credit card company, improper billing, fraudulent transaction, or any other case or scenario in which Kiia Insurance is unable to collect fees due at the time of sale. Failure to remit fees owed can result in the suspension or termination of your account without notice.

While Kiia Insurance will evaluate the request for a refund of any fees already paid on a case-by-case basis, Kiia Insurance reserves the right to refuse any such refund for any reason. Please note that Kiia Insurance will not provide refunds for subscription customers whose plan renews prior to the cancellation date.

COLLECTION OF PAYMENTS AND DONATIONS

Kiia Insurance provides integrations with several payment processing providers. By employing the Services including but not limited to ticketing, payment collection or donation systems, you agree to adhere to the terms and conditions of these third-party providers.

By collecting payments with Kiia Insurance, you agree to hold Kiia Insurance, its integration partners, payment processors and affiliates harmless from and against any lawsuit, claim, damage, liability, or expense.

It is your sole responsibility to abide by applicable tax, accounting and reporting laws in your country and region. Kiia Insurance is not responsible or liable for failure to comply with local, state or federal laws applicable to you or your organization, and you should seek professional advice for your event, organization and or use case.

It is further your sole responsibility to provide adequate customer service and responsiveness to event customers (any user who has purchased a ticket or submitted a payment of any kind in relation to your event or Kiia Insurance account). Kiia Insurance is not liable or otherwise responsible for the management, resolution or granting of refunds, credit card disputes or credit card chargebacks associated with your event(s), account, action or inaction.

You acknowledge and agree that you will not attempt to circumnavigate, bypass or otherwise influence Kiia Insurance fees associated with the collection of payments, gifts and donations. You may not include links to external registration or payment processors, or otherwise encourage event guests to submit registration information or payments external to Kiia Insurance registration and payment systems.

DISCLAIMERS & NOTICES

a. Modification. At its sole discretion, Kiia Insurance reserves the right to modify, remove or replace any

component of these Terms of Service at any time without notice.

b. Availability. Kiia Insurance makes no warranties, express or implied, as to the continued availability of the Services or Content. Kiia Insurance is not responsible for any damages, losses (including but not limited to loss of revenue), or penalties resulting directly or indirectly from the inavailability or degradation of any Content or Services including but not limited to server outages, technical glitches, data loss, intrusion, attack, update, change, or error. Kiia Insurance may change, suspend, or discontinue the Content or Services (including without limitation, the availability of any feature, component, Content item, or database) at any time. Kiia Insurance may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice, explanation or warning.

c. Release from liability. You release Kiia Insurance from all liability associated with the Content or Services. Kiia Insurance cannot be held liable for the availability, accuracy, sentiment, decency, copyright compliance, or legality associated with any Content or Services. Kiia Insurance is not liable or otherwise responsible for damages, losses, or penalties associated with the Content or Services or the use thereof.

d. Services and Content Provided "As Is." The Services and Content are provided "as is," and without a warranty or service level agreement ("SLA") of any kind. Kiia Insurance, its employees, partners, affiliates, managers and agents make no warranties as to the safety or security of the Services in any given location or any any given time. Kiia Insurance does not warrant or otherwise affirm that the Content or Services will meet a given User's requirements or be virus, error, bug or defect-free.

e. Third Party Services. Certain components of the Service may allow you to link to, integrate, or otherwise employ a third party service, tool, website, product or other work. Kiia Insurance makes no warranties as to the ability to integrate with, availability, reliability, functionality or other facet of any third party or integration point. You understand and agree that any third party services are out of Kiia Insurance's control, and Kiia Insurance is not responsible or liable for any damages, losses, penalties or other consequences associated with or due to the use of such third party services.

f. No Waiver. The failure of Kiia Insurance to enforce any part of these Terms of Service shall not constitute a waiver of its right to later enforce that or any other part of these Terms of Service.

g. Assignment. These Terms of Service are personal to you, and are not assignable, transferable or

sublicensable by you except with Kiia Insurance's prior express written consent. Kiia Insurance may assign, transfer or delegate any of its rights and obligations hereunder without consent or notification.

INDEMNIFICATION

All parties to this agreement shall defend, indemnify, and hold harmless the other parties, their affiliates and all associated staff, employees, managers, agents, directors, suppliers, contractors and representatives from all liabilities, claims, and expenses, including reasonable outside attorneys' fees that may arise from or be associated with any party's use or misuse of the Services or Content. No parties shall be made responsible or liable from any loss in data, business, or profit associated either directly or indirectly with such use.

CONTACT

You may contact Kiia Insurance at the following address:

Kiia Insurance Inc

800 E 101st Ter Ste 350

Kansas City, MO 64131

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