

Thank you for using Kaboo!

These Terms of Service ("Terms") govern your access to and use of any website, app, service, technology, API, widget, platform, channel or any other products or features owned, operated, branded or offered by Kaboo ("Kaboo" or the "Service"), except where we expressly state that separate terms (and not these) apply. For the purposes of these Terms, "we" or "us" refers to the party with whom you are entering into this agreement, per Section 13(e) (Parties). Please read these Terms carefully, and contact us if you have any questions.

You may not use the Service to do or share anything that is contrary to these Terms. For clarity, these Terms include, and incorporate by reference, the following policies:

- Our Community Guidelines, which explain what is and isn't allowed on Kaboo;
- Our Enforcement practices, which explain how we put our policies into practice, including restrictions we may impose on your content on or use of Kaboo.

By accessing or using Kaboo, you agree to be bound by these Terms. If you do not agree to our Terms, you must not access or use Kaboo.

1. The Service

Kaboo helps to bring everyone the inspiration to create a life they love. To do that, we show you things we think will be relevant, interesting and personal to you based on your onsite and offsite activity. To provide the Service, we need

to be able to identify you and your interests, and we use your personal data to do this. For more information, please read our Privacy Policy. Some of the things we show you are promoted by advertisers. As part of the Service we try to ensure that even promoted content is relevant and interesting to you. You can identify promoted content because it will be clearly labeled.

2. Using Kaboo

a. Who can use Kaboo

You may use Kaboo only if you follow these Terms and all applicable laws. Using Kaboo may include downloading software to your computer, phone, tablet or other device. You agree that we may automatically update that software, and these Terms will apply to any updates. When you create your Kaboo account, you must provide us with accurate and complete information.

Any use or access to Kaboo by anyone under the age of 18 is not allowed. If we've previously disabled your account for violating these Terms, any of our policies or for legal reasons, you will not create a new Kaboo account without our express written permission, which is provided at our sole discretion.

In using Kaboo, you agree not to scrape, collect, search, copy or otherwise access data or content from Kaboo in unauthorized ways, such as by using automated means (without our express prior permission), or access or attempt to access data you do not have permission to access.

You may not use, access, download, or otherwise make available the Service (including related software), except as authorized by applicable trade restrictions, including but not limited to US, EU and UK sanctions and export

controls. You agree not to use the Service for any purpose prohibited by applicable trade restrictions.

Any use of Kaboo not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

b. Our license to you

Subject to your compliance with these Terms and our policies, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to access and use the Service as contemplated under these Terms and our policies.

You may not permit Kaboo to be used by or for the benefit of unauthorized third parties. Nothing in these Terms will be construed to grant you any right to transfer or assign rights to access or use Kaboo. All rights not expressly granted to you are reserved by us and our licensors. Except as described in Section 3(b), you may not: (i) modify or make derivative works based upon the Service; (ii) reverse engineer the Service; or (iii) copy any features or functions of the Service.

c. Commercial use of Kaboo

If you want to use Kaboo for commercial purposes, you must create a business account and agree to our Business Terms of Service. If you do open an account for a company, organization or other entity, then "you" includes you and that entity, and you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. To the extent that any provisions in the Business Terms of Service conflict with

these Terms, the Business Terms of Service shall govern to the extent of the conflict.

3. Your User Content

a. Posting User Content

Kaboo allows you to post content, including photos, videos, comments, links, and other materials. For the purpose of these Terms, anything that you post or otherwise make available on Kaboo is referred to as "User Content." You retain all rights in, and are solely responsible for, the User Content you post to Kaboo. All User Content must comply with these Terms and our policies, including our Community Guidelines.

You will only post User Content that you have the rights to post, and you won't post User Content that infringes the intellectual property rights of others (e.g., copyright infringement, trademark infringement or counterfeit), or that is otherwise unlawful, unless an exception or limitation applies under applicable law. We can take action against User Content that violates these Terms or our policies or where we are permitted or required by law, such as by removing, restricting, or limiting access to, or distribution of, the content. We can also suspend or terminate accounts of users who repeatedly or seriously infringe third-party intellectual property rights, violate the law, these Terms, or our policies, or where permitted or required to do so by law. We are a neutral intermediary and we do not review all User Content before or after it is published on the Service, so we are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other Kaboo user. For more information about how we enforce our policies or

otherwise take action on content on Kaboo, see our Enforcement page. Where appropriate, you may appeal the decisions you think were made in error. You may have a right under local law to bring a claim for breach of contract if you believe we have breached these Terms by removing, restricting or limiting access to, or distribution of, your User Content, or suspending or terminating your account. Kaboo cannot provide you with legal advice.

b. How we and other users can use your User Content

By providing any User Content on the Service, you grant us and our affiliates and service providers, and our users, a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, publicly perform or display, reproduce, save, modify, create derivative works, monetize, download, translate and distribute your User Content, including for the purpose of promoting and redistributing part or all of the Kaboo Service. Nothing in these Terms: (i) entitles you to any payments or the right to share in any revenue from any monetization of User Content; or (ii) restricts other legal rights we may have to User Content, for example under other licenses. We reserve the right to remove, limit distribution of, or modify User Content, or change the way it's used in Kaboo. This not only includes User Content that we believe violates these Terms, but also our Community Guidelines, our Copyright Policy, our Trademark Policy or any of our other policies, or other circumstances where we feel such action is in the best interest of Kaboo or our Users.

Content recommendations on Kaboo are made based on a combination of factors. Your recommendations are mainly influenced by how you engage with our Service, the topics we think you're interested in and how interested you

are in them, and what other users who share your similar characteristics and interests like. The relative importance of these criteria is influenced by how you engage with our Service, including how often you engage, your saves, and your hides.

c. How long we keep your User Content

Following termination or deactivation of your account, or User Content removal from Kaboo, we may keep your User Content for a reasonable period of time for backup, archival, or audit purposes. We and our users may retain and continue to use, store, display, reproduce, re-pin, modify, create derivative works, perform, and distribute any of your User Content that you or other

d. Feedback you provide

We value hearing from our users and are always interested in learning about ways we can make Kaboo more awesome. If you choose to submit comments, ideas, or feedback, you agree that we have no obligation to keep your feedback confidential or to compensate you for the feedback. Do not submit any feedback that is confidential or owned by any third party. By accepting your submission, we don't waive any rights to use similar or related feedback previously known to us, or developed by our employees, or obtained from sources other than you.

e. Our reporting channels

Kaboo offers reporting channels that you may use to tell us about content on Kaboo that you think violates these Terms, our policies, or local law. We will review your report and take any appropriate action in a timely fashion. In using

these channels, you agree to submit reports in good faith and not misuse any reporting or appeals channel by making baseless reports or appeals. Visit our Help Center to learn more about how to report content on Kaboo.

4. Intellectual Property

a. Copyright Policy and Trademark Policy

Kaboo has adopted and implemented the Kaboo Copyright Policy and the Kaboo Trademark Policy in accordance with applicable intellectual property laws. For more information, please read our Copyright Policy and Trademark Policy.

b. Kaboo Intellectual Property

You acknowledge and agree that, as between you and us, we own all right, title and interest in and to Kaboo and all intellectual property rights (including but not limited to the copyrights, trademarks and patents) therein (the “Kaboo IP”) and you must not use any of the Kaboo IP, except as necessary for your permitted use of Kaboo. For clarity, Kaboo IP does not include User Content.

If you use Kaboo IP in breach of these Terms, your right to use Kaboo will terminate immediately and you must, at our option, return or destroy any copies of the Kaboo IP you have made. No right, title or interest in or to Kaboo or any Kaboo IP is transferred to you under these Terms, and we reserve all rights not expressly granted.

5. Security

We care about the security of our users. While we work to protect the security of your User Content and account, we can't guarantee that unauthorized third parties won't be able to defeat our security measures. Keep your password secure and do not disclose it to any other person or entity. Please notify us immediately of any unauthorized access to your account or any other breach of security.

6. Third party links, sites, and services

Kaboo may contain links to third party websites, advertisers, services, software components, special offers or other events or activities that are not owned or controlled by us. We don't endorse or assume any responsibility for any such third party websites, information, materials, products or services. If you access any third party website, service or content, etc. from Kaboo, you do so at your own risk and you agree that we have no liability arising from your use of, purchase from or access to any third party website, service, or content, etc.

7. Termination

We may terminate or suspend your right to access or use Kaboo for any violation of these Terms. Where appropriate, we will provide you with written notice and you may appeal a decision you think was made in error. For more information about how we enforce our policies or otherwise take action on content on Kaboo, see our Enforcement page.

You may also terminate or delete your account at any time. You can learn how to delete your account in our Help Center.

Upon termination, Sections 3, 8, 9, 10, 11, 12, and 13 of these Terms will continue to be operative.

8. Indemnity

If you use Kaboo for commercial purposes without agreeing to our Business Terms as required by Section 2(c) of these Terms, you agree to indemnify and hold harmless Kaboo, Inc., and their affiliates from any claims (including reasonable attorney's fees) relating to your use of our Service. Kaboo reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification, in which event you will fully cooperate with Kaboo.

9. Disclaimers

To the extent permitted by applicable law, the Service and all content on Kaboo is provided on an "as is" basis without warranty of any kind, whether express or implied.

Kaboo specifically disclaims any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade.

Kaboo takes no responsibility and assumes no liability for any User Content that you or any other person or third party posts or sends using the Service. You understand and agree that you may be exposed to User Content that's inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

We do not warrant that Kaboo or any portion of the Service, or any materials or content offered through Kaboo, are accurate, complete, or current, or will be uninterrupted, secure, or free of errors, viruses, or other harmful components.

We may make changes to Kaboo for various reasons. We will have no liability for any change to Kaboo or any suspension or termination of your access to, or use of Kaboo.

The limitations, exclusions, and disclaimers in this section apply to the fullest extent permitted by applicable law.

10. Limitation of Liability

To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the Service; (b) any conduct or content of any third party on the Service, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties; or (c) unauthorized access, use or alteration of your transmissions or content.

In no event shall our aggregate liability for all claims relating to the Service exceed one hundred U.S. dollars (U.S. \$100.00). The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

If we cause damage to you and you're a consumer in the EEA or UK, the above doesn't apply. Instead, Kaboo's liability will be limited to foreseeable damages arising due to a breach of material contractual obligations typical for this type of contract. Kaboo isn't liable for damages that result from a non-material breach of any other applicable duty of care. This limitation of liability won't apply to any statutory liability that cannot be limited, to liability for death or personal injury caused by our negligence or willful misconduct, or to exclude our responsibility for something we have specifically promised to you.

11. Arbitration

If you are a consumer in the EEA or United Kingdom (UK), Section 11 doesn't apply to you.

For any dispute you have with us, you agree to first contact us and try to resolve the dispute informally. To the extent permitted by law, neither party may initiate any legal proceeding—whether in court, arbitration, or any other forum—until the Notice of Dispute and Informal Dispute Resolution processes described below are completed. Nothing in this Section, however, will prevent either you or us from seeking temporary injunctive relief in court (or in arbitration) to preserve the status quo or to help enforce this arbitration clause at the outset of any dispute.

A party with a dispute must first send us a Notice of Dispute, which must include your full name; your Kaboo profile name; the email address associated with your Kaboo account; your country of residence and, if you are a U.S. resident, your state of residence; your counsel, if you are represented by counsel; a detailed description of both the dispute and the alleged harm; and your signature. That information should be emailed to admin@Kaboo.com. The notice can only be sent on behalf of an individual party; a Notice of Dispute that asserts the rights of more than one party is ineffective. After receiving the Notice of Dispute, Kaboo will respond within 60 days to attempt to resolve the dispute amicably. After the 60-day period has elapsed, either party may initiate arbitration.

Arbitration: If we haven't been able to resolve the dispute through the mandatory processes above, you and we each agree to resolve any claim, dispute, or controversy arising out of or relating to these Terms or the Service through binding arbitration or, for qualifying claims, in small claims court.

Arbitration is a more informal way to resolve our disagreements than a lawsuit in court. By accepting these Terms, you agree that the U.S. Federal

Arbitration Act governs the interpretation and enforcement of this Section, and that you and Kaboo are each waiving the right to a trial by jury or to participate in a class action. The arbitrator also has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

Any arbitration will be administered by the American Arbitration Association ("AAA") under the applicable rules then in effect for the AAA. If the AAA rules conflict in any way with these Terms, the Terms will govern. You can find AAA's forms at www.adr.org. The arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based. A judgment on the arbitrator's award may be entered in any court of competent jurisdiction. Where the AAA's Consumer Arbitration Rules apply, if the arbitrator determines that a party's claim was frivolous or brought for an improper purpose, the arbitrator must assign all fees and costs associated with the arbitration to that party.

All disputes must be brought in the party's individual capacity, and not as a member in any class or representative proceeding. You agree that, by entering into these Terms, you are waiving the right to a trial by jury or to participate in a class action.

Nothing in these Terms shall affect any non-waivable statutory rights that apply to you. To the extent any dispute isn't arbitrable under applicable laws or otherwise, you agree that the dispute will be resolved exclusively in accordance with Section 12 of these Terms.

Batched Arbitration: To provide a more efficient arbitration process, you and we each agree that if 50 or more similar arbitration demands are filed within a 60-day period or with the assistance of the same law firm or group of law firms, AAA will consolidate the arbitration demands. For each batch, AAA will administer one set of filing and administrative fees per side, per batch, and AAA will appoint one arbitrator to resolve each batch as a single consolidated arbitration. Arbitration demands are similar if they arise from similar facts and raise similar legal issues while seeking similar relief. Any dispute about similarity will be submitted to a single arbitrator, whose fees will be paid by us.

12. Governing law and jurisdiction

If you are a consumer in the EEA or UK, these Terms and your use of the Service shall be governed by the law of the country where you live, and any claim, dispute, or controversy arising from or in connection with these Terms or the Service shall be resolved in the courts of the country where you live.

In all other cases, these Terms and your use of the Service shall be governed by the laws of the State of California, without respect to its conflict of laws principles. For any actions not subject to Section 11 (Arbitration), the exclusive place of jurisdiction for any claim, dispute, or controversy arising from or in connection with these Terms or the Service is San Francisco County, California, or the United States District Court for the Northern District of California, and such disputes will be determined under California law.

13. General terms

a. Notification procedures and changes to these Terms

We may revise, add, or remove any or all portions of these Terms from time to time and the most current version will always be posted on our website.

Unless otherwise required by law, we'll notify you of any material changes to these Terms before any update enters into effect. Your continued access to or use of Kaboo after such an update constitutes your binding acceptance of such changes. Disputes arising under these Terms will be resolved in accordance with the version of these Terms in place at the time the dispute arose. For clarity, by continuing to use Kaboo, you are agreeing to be bound by the then-current version of these Terms.

b. Assignment

If you're a consumer in the EEA or UK, either you or we may assign this agreement, and any rights and licenses granted under it, to a third party. In all other cases, these Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

In case of such an assignment by us, you are entitled to terminate the agreement with immediate effect by deactivating your account. We will provide you with reasonable notice of any such assignment.

c. Entire agreement/severability

These Terms constitute the entire agreement between you and us concerning the Service. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

d. No waiver

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

e. Parties

If you live in the United States, these Terms are a contract between you and Kaboo, Inc.,. As Kaboo is a worldwide service, you agree that any rights and licenses granted hereunder benefit Kaboo Inc. and all of its worldwide subsidiaries and affiliates.