

Kalo SaaS Terms of Use For Suppliers and Freelancers

These Kalo software as a service (SaaS) terms of use for Suppliers and Freelancers (the "**Terms**") are effective as of the Effective Date and govern your access to and use of Kalo Industries Inc. and its affiliates' ("**Kalo**", the "**Company**", "**we**", "**us**" or "**our**") online vendor management software services and the related applications and services offered by the Kalo pursuant to these Terms and our Privacy Policy is hereby incorporated by reference. By accepting these Terms, either by clicking a box indicating your acceptance, accessing and/or using the Services, or by executing an order form that references these Terms (an "**Order Form**"), you agree to all of the terms set forth herein and in any such Order Form. If you are using the Services as an individual you represent that you are at least 18 years of age, can form legally binding contracts and if you are using on behalf of an organisation, you are agreeing to these Terms for that organization and representing that you have the authority to bind that organisation to these terms. In that case, "you" and "your" will refer to that organisation.

1. Scope

- 1.1 These Terms, including any appendices and the Order Form (if any), govern your use of the Services.
- 1.2 Any capitalised terms not otherwise defined in these Terms shall have the meanings given in clause 15 of these Terms.
- 1.3 In the event of any conflict between these Terms and any terms set out in any Order Form, these Terms shall prevail.

2. Services

- 2.1 Kalo offers the Services solely for the purposes of allowing you and other suppliers and/or freelancers to advertise your Vendor Services for Client Users and for Kalo and/or Client Users to contact, find and engage with you for such certain Vendor Services under a separate Vendor Services Agreement. For the provision of the Services, You permit Kalo and the Client Users to view Your Data, contact you and engage with you for Vendor Services.
- 2.2 In consideration of your grant of the licence to use Your Data set out in clause 7.2, we shall provide the Services in accordance with these Terms.
- 2.3 You may use the Services without charge, subject to your compliance with these Terms and any Order Form terms and conditions, if applicable, for the Subscription Term solely for your internal business purposes.
- 2.4 Additional terms and conditions of use of the Services may appear on the registration page or other pages for such Services and such terms and conditions are incorporated into these Terms by reference and are legally binding.

3. Independent Contractor

- 3.1 The parties to these Terms are independent contractors. Nothing in these Terms are intended to, or shall be deemed to, constitute a partnership or joint venture of any kind or employment relationship between the parties, nor constitute any party an employee or agent of another party for any purpose. No party shall have authority to act as employee or agent for, or to bind, the other party in any way.
- 3.2 You acknowledge and agree that you are free to determine (i) how and what Vendor Services are performed by you; and (ii) if you decide to and how you engage with any Client Users, and are free to reject any request for Vendor Services.
- 3.3 Client Users may choose to accept or reject any Vendor Services offered by you through our Services and to negotiate the fees, timings and details of any Vendor Services to be provided under a Vendor Services Agreement and all negotiations are between you and such Client Users only and do not involve us in any way.
- 3.4 You are and shall at all times identify yourself as an independent contract to any third party, including without limitation the Client Users and as an independent contractor, you bear all risk and cost of operating your own business, including risk of loss.

4. Payment of Vendor Services and Tax obligation

- 4.1 As part of our vendor management software as a service offering to Client Users, Client Users may pay via a third party payment provider ("**Payment Provider**") to enable Client Users to make payments to you in respect of Vendor Services you provide under a Vendor Services Agreement. You agree and acknowledge that you will be paid directly by a Client User either by their own chosen method or by using the Payment Provider as agreed in your Vendor

Services Agreement and that we shall have no liability to you (i) to make any payments to you under or in connection with these Terms or any Vendor Services Agreement, except for our obligation to facilitate payments by Client Users to you via the Payment Provider; or (ii) for any delay in payment or non-payment of such fees owed to you under a Vendor Services Agreement by such Client Users. Where Client Users have elected to pay you through the Payment Provider, in order to facilitate such payments you shall promptly provide upon our request all relevant account information required by the Payment Provider in order for the Payment Provider to facilitate such payments. You further agree and acknowledge that we may, to the maximum extent permitted by law, hold on record such payment and account information you provide for the Subscription Term and in accordance with our Privacy Policy.

- 4.2 Taxes and Reporting. You are responsible for payment and reporting of any and all taxes related to your usage of the Services and under any Vendor Services Agreement. Kalo is not responsible for or obligated to determine the applicability of any taxes or to remit, collect or report any such applicable taxes.

5. Your Obligations

5.1 You represent and warrant that you:

- 5.1.1 shall only access and use the Services solely for the intended use of the Services as described in these Terms and the Documentation
- 5.1.2 are acting as and performing any Vendor Services as an independent contractor;
- 5.1.3 shall provide adequate, accurate and complete information about your capabilities to provide Vendor Services and in response to any on-boarding questions as may be requested by Client Users in respect of any potential or actual engagement with you;
- 5.1.4 will only accept requests for services by Client Users that you are capable of completing in a timely fashion and in accordance with the requirements specified by such Client Users.
- 5.1.5 are solely responsible for any Vendor Services you offer through the Services and are liable to any Client User's using such services under your Vendor Services Agreement;
- 5.1.6 shall provide all necessary co-operation and information as may be reasonably required by us in order to provide the Services;
- 5.1.7 shall ensure that you and your Authorised Users use the Services and Documentation in accordance with these Terms, comply with all applicable laws and regulations with respect to your activities under these Terms and only use the Services for lawful purposes and the purposes permitted under these Terms. You shall be liable for any Authorised User's breach of these Terms;
- 5.1.8 shall be solely responsible for procuring and maintaining your network connections and telecommunications links and all problems, conditions, delays and delivery failures arising from or relating to your network connections or telecommunications links;
- 5.1.9 shall use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify us;
- 5.1.10 shall not include any Inappropriate Content or Viruses or any other information or material, any part of which, or the accessing of which or use of which would be a criminal offence or otherwise unlawful including the breach of any Intellectual Property Rights of any other party. You further agree to not include any personal data which you do not want to be made publicly available to all Client Users or to other users of the Services and to the extent you do provide such information, We shall not be liable for any use and publishing of such data. We reserve the right but are not obligated to remove such content where, in our sole and reasonable discretion, we suspect such content to be Inappropriate Content, upon notice to you;
- 5.1.11 shall be solely responsible for the accuracy, completeness, design, appropriateness, creation, maintenance, and updating thereof of all Your Data in the use of the Services. We shall not be liable for any errors or inaccuracies in any of Your Data or beyond our responsibility to accurately reproduce Your Data on your instruction;
- 5.1.12 shall be responsible for obtaining all necessary licences and consents required to use Your Data (if any, and including but not limited to those from the owners or licensees of any third party information) and as part of the Services and you warrant and represent that such licences and consents have been obtained; and
- 5.1.13 possess the skill sets, experience and expertise, and if you an individual the good character, described in Your user profile;
- 5.1.14 have and shall maintain adequate insurance for your obligations under these Terms and the Vendor Services you provide to Client Users and at a minimum in accordance with applicable laws;
- 5.1.15 may not access the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

5.2 In relation to the Authorised Users, you agree that:

- 5.2.1 Where there is a maximum number of Authorised Users stated when you access and use the Services that such Authorised Users that you authorise to access and use the Services and Documentation shall not in the case of exceed the number of stated at the time of accessing or otherwise notified by us from time to time.
- 5.2.2 each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed frequently and that each Authorised User shall keep his password confidential.
- 5.2.3 You shall permit us to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per year, at our expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business. if any such audits reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to our other rights, you shall promptly disable such password and we shall not issue any new passwords to any such individual; and

5.3 When using the Services You shall and shall ensure your Authorised Users shall at all times:

- 5.3.1 conduct your business with the highest of ethical standards and fairness
- 5.3.2 Treat and communicate with Client Users in a respectful and professional manner at all times.
- 5.3.3 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify us.

5.4 You shall and shall ensure your Authorised Users shall not:

- 5.4.1 access, store, distribute or transmit any Viruses, or any material, including without limitation Your Data during the course of your use of the Services that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; or (iii) is otherwise illegal or causes damage or injury to any person or property. We reserve the right, without liability or prejudice to our other rights, to disable your access and your Authorised Users' access to any material that breaches the provisions of this clause.
- 5.4.2 access all or any part of the Services and Documentation in order to create or build a product or service which competes in whole or part with the Services and/or the Documentation; or
- 5.4.3 use the Services and/or Documentation to provide services to third parties, except to engage with Client Users with the intention of providing Vendor Services as permitted by and in accordance with these Terms; or
- 5.4.4 reverse engineer, decompile, disassemble, modify, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
- 5.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation; and
- 5.4.6 not at any time disclose any information concerning Client Users or any other users that is not already contained in the public domain, except to the extent permitted by such Client Users or other users.

5.5 You shall indemnify, defend and hold us harmless from all claims, liabilities, losses, damages, cost and expenses arising out of or in connection with: (i) your breach of these Terms; (ii) any Vendor Services Agreement or other agreement you enter into with any Client Users; (iii) Your Data; or (iv) your acts or omissions, including without limitation any negligent or fraudulent acts or omissions of you or your Authorised Users in connection with your use of the Services or the provision of any Vendor Services; or (v) breach or violation of any applicable laws or rights of any third party.

6. Warranty and exclusions

6.1 Services.

- 6.1.1 The Services are provided "as is" and "as available" without any warranty and without any support whatsoever (except for any support we may offer at our discretion from time to time).
- 6.1.2 You use the Services entirely at your own risk and We (and our affiliated companies and suppliers) do not make any representations and disclaim all warranties, express, implied or statutory, including warranties, terms and conditions of merchantability, accuracy, correspondence with description, fitness for a particular purpose or use, satisfactory quality and non-infringement.

- 6.1.3 These Terms shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Terms.
- 6.2 We cannot and do not guarantee verification of each Client User's identity and/or the information contained in their user profiles or the ability or willingness of any Client User's to fulfil its obligations with respect to Vendor Services Agreements including that Client User's ability to provide payment in a timely manner. Consequently, it is your responsibility to verify the identity of any Client User you engage with and that Client User's suitability with respect to a Vendor Services Agreement, including such Client User's ability to provide payment in a timely manner.
- 6.3 We do not and cannot control the flow of data to or from the network where our platform resides and other portions of the internet, including denial of service attacks (an attack which sends a flood of incoming messages to the target system forcing the system to shut down, thereby denying service to legitimate users). We cannot guarantee that such events will not occur. Accordingly, we, our associated companies, suppliers and subcontractors, if any, disclaim any and all liability resulting from or related to such events and you shall have no claim in respect thereof. Our website and Services may contain links to websites operated by third parties and these links are for convenience only. We are not responsible and we and our associated companies, suppliers and subcontractors disclaim any and all liability for their content and privacy policies and do not endorse any linked material.

7. Your Data and Background Checks

- 7.1 You shall own and retain full ownership of Your Data and shall have sole responsibility for the legality, appropriateness, completeness, reliability, integrity, accuracy and quality of Your Data.
- 7.2 Solely for the provision of the Services, you grant us and our associated companies a non-exclusive, worldwide, perpetual licence to host, copy, transmit and display Your Data and where applicable to incorporate Your Data with the Kalo Data only as necessary for the provision of the Services. You further grant us and our associated companies a non-exclusive, worldwide, transferable, perpetual licence to transfer Your Data to our third party service providers, including without limitation the Payment Provider(s) and the Background Checker(s), only to the extent required for the provision of the Services, to perform background checks on you and to facilitate payment from Client Users to you.
- 7.3 You acknowledge that we are neither obliged nor able to edit and modify Your Data and have no obligation to monitor any information on the Services and we are not responsible for the accuracy, completeness, appropriateness, safety or legality of Your Data or any other information or content you may be able to access using the Services, including without limitation the data of Client Users or any other users of the Services. You further acknowledge that (i) you are responsible for all Your Data and (ii) any communication with others while using the Services is your sole and exclusive responsibility and (iii) we will not be held responsible or liability in any way for any copyright infringement or violation, or the violation of any other person's rights or the violation of any laws arising or relating to Your Data. We are further not responsible for any disclosure, modification or deletion of Your Data resulting from access by a third-party application.
- 7.4 You acknowledge that it is your responsibility to use a secure encrypted connection if you wish to protect Your Data when you are transmitting it to us and to keep your own backup copies of Your Data. You are solely responsible for protecting your passwords, limiting access to your computers and devices, and signing out of the Services when you are not using them. We will not be liable to you for any loss, misuse, unauthorised access, disclosure, alteration or destruction as result of your breach of this clause.
- 7.5 You further agree and acknowledge that some of Your Data used for the provision and use of the Services may be Personal Data (as defined by Applicable Data Protection Laws) and that such Personal Data may be made available on the Services for any and all Client Users to view and access for the purposes of their use of our services and to engage with you for Vendor Services under a Vendor Services Agreement. Any such availability of Your Data on our website and Services will be at your sole option and risk. You will be warned of such availability of Your Data by notices displayed on our website at the time of making such data available on the Services for any and all Client Users to view and access.
- 7.6 We reserve the right to remove any of Your Data (or third party information) which we reasonably believes breaches any laws or regulations, any third party's rights, these Terms and/or is deemed Inappropriate Content. We will notify you if we remove any of Your Data (or third party information) in accordance with this clause. We disclaim all liability of any kind in respect of Your Data, third party information and any other material which can be accessed using the Services and for any fraud committed in connection with the Services.
- 7.7 As part of our vendor management software as a service offering to Client Users, we provide an option for Client Users to perform background checks on you, through a third party background checker ("**Background Checker**") to enable Client Users to obtain certain background checks on you to assist in their decision as to whether to enter into a Vendor Services Agreement with you. In order to facilitate such background checks by Client Users through our Background Checker you shall promptly following the Effective Date provide all information required by the Background Checker in order for the Background Checker to perform various background checks on you, including but not limited to the provision of a form of consent, however so called, from you to the Background Checker upon request by such Background Checker. You hereby (i) consent to such background checks by our Background Checker and (ii) authorise Kalo and its Background Checker to use all such information you provide to perform such

background checks and to share the same with the Client User requesting such background check. You also agree that you have read and accept the Background Checker's privacy policy which is provided at <https://onfido.com/privacy>.

- 7.8 You agree and acknowledge that neither We nor the Client Users shall have any liability to you in respect of any Client User deciding not to enter into a Vendor Services Agreement with you for any reason, including, without limitation, as a result of any information passed to the Client User by the Background Checker.

8 Privacy

8.1 By using the Services you acknowledge we will process certain of your Personal Data in accordance with our Privacy Policy and we will comply with Applicable Data Protection Laws in respect of such processing.

9 Confidentiality

9.1 Each party may be given access to Confidential Information by the other party in order to perform its obligations under these Terms. A party's Confidential Information shall not be deemed to include information that:

- 9.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 9.1.2 was in the receiving party's lawful possession before the disclosure;
- 9.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 9.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 9.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

9.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these Terms. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these Terms.

9.3 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

9.4 You acknowledge that details of the Documentation, the Services, the Kalo Data, excluding Your Data and the results of any performance tests of the Services, constitute our Confidential Information.

10 Kalo IP Ownership

10.1 You acknowledge and agree that we and/or our licensors own all Intellectual Property Rights in the Services and all related software and applications, the Kalo Data (excluding Your Data) and the Documentation. Except as expressly stated herein, these Terms do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of our software, Services or the Documentation.

11 Limitation of liability

11.1 Subject to clause 11.3 and to the maximum extent permitted by applicable law, Kalo shall have no liability to you under or in connection with these Terms (whether due to breach of contract, tort (including negligence) or otherwise and in no event will Kalo be liable to the other for special, consequential, incidental or other indirect damages, or for loss of profits, anticipated savings, business opportunity, goodwill or revenue, loss of use or loss of data (including corruption of data), or costs of procurement of substitute goods or services, howsoever caused and under any theory of liability (including contract, tort, negligence or otherwise) even if the other party has been advised of the possibility of such damages. We accept no liability for failure to maintain any level of availability of the Service. To the extent any liability may arise under these Terms, our aggregate liability under or in connection with these Terms, (whether due to breach of contract, tort (including negligence) or otherwise), shall in no event exceed £100.

11.2 In addition to the other exclusions set out in this clause 11, we shall have no liability:

- (a) for or under any Vendor Services Agreement or other agreement entered into between you and any Client Users;

- (b) for any non-payment or delay in payment by Client Users or any other breach of a Vendor Services Agreement or other agreement between you and any Client Users;
- (c) for any Vendor Services you perform for any Client Users;
- (d) where any failure to provide the Services is caused by:
 - (i) a network, hardware or software fault in equipment which is not under our control;
 - (ii) any act or omission by you;
 - (iii) use of the Services contrary to these Terms; or
 - (iv) any unauthorised access to the Services including a malicious security breach.

11.3 The exclusions in this clause 11 shall apply to the fullest extent permissible at law but neither party limits or excludes liability for death or personal injury caused by its negligence, or of its officers, employees, contractors or agents; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by law.

11.4 You assume sole responsibility for results obtained from the use of the Services and the Documentation by you, and for any conclusions drawn from such use and for any agreements, including without limitation Vendor Services Agreements you enter into with any Client Users and the provision of Vendor Services under such agreements. We shall have no liability for any damage caused by errors or omissions in any information or instructions provided to us by you in connection with the Services, or any actions taken by us at your direction in your use of the Services or engagements with any Client Users.

12 Term and Termination

12.1 These Terms shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall continue until the earlier of: (i) the date on which you cease use of the Services; or (ii) the date on which we terminate your use of the Services for any reason at any time on notice to you ("**Subscription Term**").

12.2 In addition to our right to terminate these Terms and your use of the Services without liability to you at any time with or without prior notice, we may also terminate these Terms without liability to you at any time upon notice to you:

- (a) if you are in breach of any of your obligations under these Terms and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days following notice of the breach; or
- (b) in the event you voluntarily files a petition under bankruptcy or insolvency law; shall have a receiver or administrative receiver appointed over it or any of its assets; shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

12.3 On termination of these Terms for any reason:

- (a) all rights of use granted under these Terms shall immediately terminate and you shall cease the use of the Services;
- (b) you shall promptly pay all monies due, if any, or to become due under these Terms and/or relevant Order Form(s) through the effective date of termination;
- (c) each party shall return and make no further use of any equipment, property, Services and Documentation, Confidential Information and other items (and all copies of them) belonging to the other party;
- (d) except where we are required by law to retain a copy of Your Data in accordance with applicable law or regulations, we may destroy or otherwise dispose of any of Your Data in our possession unless we receive, no later than thirty (30) days after the effective date of the termination of these Terms, a written request for the delivery to you of the then most recent back-up of Your Data. We shall deliver the back-up to you following our receipt of such a written request. You shall pay all reasonable fees and expenses incurred by us in returning or disposing of Your Data; and
- (e) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

13 Variation of Services

13.1 We may vary the Services at any time and without any liability to you. We will notify you of any such changes.

14 General

- 14.1 Entire Agreement.** These Terms together with the Privacy Policy and any applicable Order Form set out the entire agreement and understanding between the parties and supersede any previous agreement between the parties relating to their subject matter. Unless otherwise expressly agreed in writing these Terms apply in place of and prevail over any terms or conditions contained in or referred to in any correspondence or elsewhere or implied by trade custom or course of dealing. Any general terms of business or other terms and conditions of any order or other document issued by you in connection with these Terms shall not be binding on us. In entering into these Terms you acknowledge and agree that you have not relied on any representations made by us except as set forth in these Terms. Any such representations are excluded. Nothing in this clause shall limit liability for any representations made fraudulently.
- 14.2 Waiver.** A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.
- 14.3 Invalid provisions.** If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 14.4 Governing Law and Jurisdiction.** These Terms will for all purposes be solely and exclusively governed, construed and enforced in accordance with the laws of England and Wales (without regard to the conflicts of law provisions thereof). Both parties submit to the exclusive jurisdiction of the courts of England.
- 14.5 Third Party Rights.** A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce, or to enjoy the benefit of, any term of these Terms, but this does not affect any right or remedy of a third party which exists or is available apart from the Act or that is expressly provided for under these Terms.
- 14.6 Sub-contracting and Assignment.** You may not assign or otherwise transfer these Terms or any of your rights or obligations or purport to do any such acts under them to any third party without our prior written consent. We shall have the right, upon written notice to you, to assign these Terms to any of our affiliated companies, or to an entity resulting from a merger, acquisition or other business reorganisation of our business. In addition, we shall have the right to sub-contract any of our obligations hereunder to a third party, provided that we shall continue to remain responsible for the performance of the Services hereunder. Any attempted assignment, sub-contracting or other transfer in violation of this provision shall be null and void.
- 14.7 No partnership or agency.** Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.8 Force Majeure.** We shall have no liability to you under these Terms if we are prevented from or delayed in performing our obligations under these Terms, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, fire, flood or storm. We shall provide you with notice of such an event and its expected duration.
- 14.9 Notices.** All notices to be given under these Terms shall be given in English in writing. You will give all notices under or in connection with this Agreement to the address stated at the beginning of these Terms, or otherwise provided to you on our website or notified by us to you in writing. You agree and consent to receiving all notices and communications from us under or in connection with these Terms electronically. We will provide any such notices and communications by posting them on our website or emailing them to you via the email you provided in the registration process. By giving your consent you are confirming that you have access to the necessary equipment to receive and open any such notices. You may withdraw your consent on written notice to us and request paper copies at any time.
- 14.10 Variation.** Save as otherwise expressly stated in these Terms, these Terms may be varied by us at any time upon 15 days prior notice to you of such changes. Such notice may be provided via a notification on our platform or through your email addresses provided upon registration.
- 14.11 Survival.** In addition to those provisions which by their nature are intended to survive any termination of these Terms, clauses 8, 9, 10, 11, 12 and 14 of these Terms shall survive such termination or expiration of these Terms.
- 14.12 Export Control.** The Services, the Documentation and other Kalo materials are subject to the export control laws of various countries, including without limitation the laws of the United States and the UK. You agree that you will not submit the Services, the Documentation or other Kalo materials to any government agency for licensing consideration or other regulatory approval without our prior written consent and will not export the Services, Kalo Data, Documentation or Kalo materials to countries, persons or entities prohibited by such laws. You shall also be

responsible for complying with all applicable governmental regulations of the country where you are registered, and any foreign countries with respect to the use of the Services, Documentation or other Kalo materials by you and your users. You will not engage in any activity that would cause Kalo to be in violation of any such export control laws and regulations.

15 Definitions

Capitalised terms not otherwise defined in these Terms shall have the meanings set out below:

- 15.1 **Applicable Data Protection laws:** means Regulation (EU) 2016/679 of the European Parliament on the protection of natural persons with regard to the processing of personal data (also known as the General Data Protection Regulation or GDPR) and any act of UK parliament which brings this into force, and any other applicable data protection laws and regulations regarding the privacy and the protection of "personal data" or "personally identifiable information" (as defined by such laws);
- 15.2 **Authorised Users:** those employees of you who are authorised by you to use the Services and the Documentation;
- 15.3 **Background Checker:** has the meaning given in clause 7.7;
- 15.4 **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such, identified as Confidential Information in clause 9, is otherwise information that a reasonable person would consider to be confidential, and/or any Client Users information which is provided to you by any Client Users or by any Clients Users through its use of the Services or through Us in connection with the Services;
- 15.5 **Client User:** means a user of our vendor management software as a service who engage with or is seeking to engage with you for Vendor Services or other vendors for their services;
- 15.6 **Discovery Database:** the database of all vendors and freelancers using the Services or such other vendor management services we may offer to our clients, including Your Data;
- 15.7 **Documentation:** the document(s) made available to you by Kalo which set(s) out a description of the Services and the user instructions for the Services;
- 15.8 **Effective Date:** the date of acceptance of these Terms on the earlier of you (i) clicking a box indicating your acceptance of these Terms, (ii) accessing or using the Services or (iii) executing an Order Form that references these Terms;
- 15.9 **Inappropriate Content:** content which (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes damage or injury to any person or property;
- 15.10 **Intellectual Property Rights:** including without limitation, rights in patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights;
- 15.11 **Kalo Data:** (i) the database of Client Users who are using our vendor management and engagement services and any other information or data provided by us as part of the Services; (ii) the Discovery Database; and (iii) any meta data extracted by us from your use of the Services to be used to provide the Services or other services;
- 15.12 **Payment Provider:** has the meaning given in clause 4.1;
- 15.13 **Privacy Policy:** our then current privacy policy found at www.kalohq.com/privacy
- 15.14 **Service:** our vendor management software as a service offering which allows suppliers and freelancers to advertise their services, be contacted by Kalo and/or potential clients, and engage with potential clients for the provision of services by such suppliers and freelancers, as further described in clause 2, and the Documentation made available to you to use in accordance with these Terms without charge, including: (i) use of our software as a service offering in accordance with these Terms, (ii) access to the Kalo Data; and (ii) use of the Kalo hosting platform;
- 15.15 **Subscription Term:** has the meaning given in clause 12.1;
- 15.16 **Taxes:** includes without limitation withholding, sales, use, excise, value added tax and similar taxes but shall not include taxes based on our gross income;
- 15.17 **Vendor Services:** means the services you offer to Client Users through our Services and provide to Client Users as an independent contractor under a Vendor Services Agreement;
- 15.18 **Vendor Services Agreement:** means the separate and independent agreement you enter into with Client Users as between you and such Client User(s) for the Vendor Services;
- 15.19 **Virus:** any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, including worms, trojan horses, viruses and other similar things or devices;
- 15.20 **Your Data:** the data and information you provide us (including without limitation the information to facilitate payment to you through our Payment Provider, and information to facilitate background checks to be performed by the Background Checker) and/or inputted by you, Authorised Users, or us on your behalf for the purpose of using the Services or facilitating your use of the Services or data collected and processed by or for you through your use of the Services, but excluding Kalo Data.