

KARDIA SOCIAL TERMS & CONDITIONS OF SERVICE

These are the Terms & Conditions of Service of:

KARDIA SOCIAL
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These terms and conditions ("Terms of Service") govern your access to and use of Kardia Social services and any information, text, graphics, photos or other materials uploaded, downloaded, or used by the services (collectively "Content"). By accessing and using the services, you are agreeing to be bound by these Terms of Service. If you do not agree to be bound by these Terms of Service, you will not be able to use the services. Wherever used in these Terms of Service, "you", "your" or similar terms mean the company, person or legal entity utilizing or accessing the services.

From time to time, Kardia Social may update and change our Terms of Service and we will notify you of these changes. As a client of Kardia Social, your continued use of our services after any such changes shall constitute your consent to such changes.

Included in our Terms of Service are Kardia Social's privacy policy. By accessing and using Kardia Social services, you are consenting to the collection and use of personal information by Kardia Social in accordance with Kardia Social's privacy policy.

1. Overview of Terms

- 1.1. Kardia Social reserve the right to change the Services or stop providing them (temporarily or permanently) at any time and from time to time having given prior notice
- 1.2. Kardia Social has no control over the policies of Facebook, Twitter, YouTube, LinkedIn, Instagram Google My Business, TripAdvisor and all other social media channels and review sites being utilised for campaigns. Kardia Social has no say with respect to the type of content that social media channels accept now or in the future.
- 1.3. Kardia Social can make no guarantee that any Social Media Campaign will generate an increase in sales, business activity, profits or any other form of improvement for your business or any other purpose.
- 1.4. You guarantee any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Kardia Social for inclusion in any campaigns are owned by you, or that you have received permission from the rightful owner(s) to use each of the elements.
- 1.5. Cancellations of any ongoing Social Media services must be made in writing by email two weeks in advance of termination. If Kardia Social does not receive notification that a campaign should be stopped, Kardia Social will continue working and payments will continue to be made.

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- 1.6. There are no refunds available on services that have provided by Kardia Social, unless both parties are in agreement, in exceptional circumstances, that a refund is acceptable.
- 1.7. No liability whatsoever (except as provided by law) will be accepted by Kardia Social for any damages or losses arising from or as a consequence of the provision of the services or any other act or default on the part of Kardia Social or of any servant, agent or contractor of Kardia Social in relation to this agreement and the services unless the same occurs because of the negligence of Kardia Social, its servants, agents or contractors in which case liability is limited to resupplying the services again or a refund of the fees paid by you in the previous one month as elected by Kardia Social.
- 1.8. Kardia Social reserves the right to reject or discontinue the social media services where we are unable to provide the services due to technical, ethical, legal, or other matters. Where applicable, Kardia Social will refund your money for any services not yet rendered.
- 1.9. This Agreement shall be governed by the laws of The United Kingdom.

2. Content

- 2.1. Whilst Kardia Social makes every attempt to check unlawful content, Kardia Social cannot be responsible for the content accessed or made available to others through the services.
- 2.2. Kardia Social has the rights to refuse or remove any content that is available via the services. Kardia Social may (but has no obligation to) remove content and accounts containing content that Kardia Social determines in its sole discretion to be unlawful, offensive, harmful, inaccurate, or otherwise inappropriate or deceptive (including content that Kardia Social determines in its sole discretion to (a) be libellous, defamatory, pornographic, obscene, or otherwise objectionable; or (b) violate any party's intellectual property).
- 2.3. Kardia Social does not permit verbal, physical, written or other abuse (including threats of abuse or retribution) of any Kardia Social customer, employee, or representative. Engaging in any such behaviour may at Kardia Social's sole discretion result in the immediate termination of your account.
- 2.4. You must not upload, post, host, transmit or otherwise make available to others unsolicited email, SMSs, or "spam" messages through the services.
- 2.5. You must not transmit or otherwise make available to others any worms or viruses or any code of a destructive nature ("Viruses") through the services.

3. Use and Restrictions

- 3.1. You may not use the services for any illegal or unauthorized purpose, including in any way that violates copyright or other laws.
- 3.2. You may not use the services in a way that is detrimental to the operation of the services or the access or use of the services by anyone else. This restriction applies to any use that interferes or attempts to interfere with the normal operations of the services, including by hacking, deleting, augmenting or altering the Services or any content.

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- 3.3. You may not, without Kardia Social's prior written permission (including the permissions granted by these Terms of Service): (a) copy, distribute, modify, enhance, translate, reproduce; (b) decompile, disassemble, reverse engineer, or copy source code; (c) modify another website so as to falsely imply that it is associated with the services, Kardia Social or any other Kardia Social products or services.

4. Payment

- 4.1. Purchased services are billed on the basis specified in the contract agreement.
- 4.2. All fees are exclusive of taxes, levies, withholdings or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, withholdings or duties in addition to the fees.
- 4.3. Invoice payments must be made within 30 days of the date of invoice.

5. Modifications to the services and prices

- 5.1. Kardia Social may change the services at any time and from time to time with prior notice. Any changes to the Services shall be subject to these Terms of Service. Kardia Social may also stop (temporarily or permanently) providing the services (or any part of the services) with prior notice.
- 5.2. Prices of all services, including but not limited to monthly subscription plan fees for services, are subject to change upon 30 days' notice from Kardia Social. Such notice may be provided at any time by email.
- 5.3. Kardia Social shall not be liable to you or to any third party for any change to the services, price change, suspension or discontinuance of the services.

6. Cancellation and Termination

- 6.1. If you choose to cancel your contract with Kardia Social, you are responsible for doing so by confirming cancellation by email.
- 6.2. Your cancellation will take effect immediately, Kardia Social will store your most recent content for a period of no less than 30 days of cancellation. After this 30-day period, Kardia Social will delete all of your content from the services.
- 6.3. Kardia Social does not accept any responsibility for loss of content due to account cancellation.
- 6.4. Kardia Social reserves the right to suspend, terminate or restrict your access to the services and to refuse to provide the services to anyone for any valid reason with prior notice.

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7. Ownership and Licenses

- 7.1. Kardia Social retains title to and ownership of all rights (including copyright, trademark, patent, trade secret and all other intellectual property rights) relating to Kardia Social services and content. You acquire no rights whatsoever to all or any part of the services except for the limited use rights granted by these Terms of Service.
- 7.2. We claim no intellectual property rights over the content made available to others through your account. Additionally, your profile and other content you provide to Kardia Social in connection with the services remain yours. However, by making that content available to others through the services, or providing it to Kardia Social through the services, you grant Kardia Social a worldwide, non-exclusive, royalty-free, fully paid up license (with a right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such content through any or all media or distribution methods (whether now known or hereafter developed). You also acknowledge that the purpose of the services is to access the services of Third-Party Service Providers and that as a result, you are agreeing to grant to Kardia Social any and all other rights you grant to applicable Third-Party Service Providers.
- 7.3. By posting any public media using the Kardia Social Service, you agree that you are following the relevant terms and conditions of the Third-Party Service Provider you are linking to.

8. Disclaimer and Limitation of liability

- 8.1. Use of Kardia Social services is entirely at your own risk. Kardia Social does not assume any responsibility for any security, viruses, bugs, other limitations in, or interruptions in the operation of our services beyond our control.

9. General Conditions

- 9.1. Support is only provided to paying customers during United Kingdom standard business operating hours, currently, Monday, Tuesday, Wednesday, Thursday, Friday 8am to 6pm GMT and Saturday 9am to 12 noon.
- 9.2. You understand that Kardia Social uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the services.
- 9.3. You understand that the technical processing and transmission of the services, including your Content, may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

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- 9.4. The failure of Kardia Social to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Kardia Social and governs your use of the services, superseding any prior agreements between you and Kardia Social (including, but not limited to, any prior versions of the Terms of Service). A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Subject to Kardia Social's ability to amend these Terms of Service, they cannot be changed.
- 9.5. If any of the provisions contained in these Terms of Service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms of Service and such determination shall not affect the remaining provisions contained herein.
- 9.6. You may not assign these Terms of Service or any of your rights or obligations under these Terms of Service to a third party. Subject to the foregoing, these Terms of Service shall ensure to the benefit of and be binding upon you and Kardia Social and their respective successors (including any successor by reason of amalgamation) and assigns.
- 9.7. You agree that if you sue Kardia Social and do not obtain a judgment in your favour, you will pay all of Kardia Social's costs, including reasonable fees for in-house and outside legal counsel.
- 9.8. These Terms of Service are governed by the laws of England and Wales, without giving effect to any principles of conflicts of laws contained therein, and all disputes or other matters arising out of this License will be dealt with by a court of competent jurisdiction in England. These laws apply to your access to or use of the services, notwithstanding your domicile, residency or physical location.