



# Terms of Service

May 2020

Thanks for Choosing catsAi for your Artificial Intelligence service!

CatsAi is an artificial intelligence Service (the "Service") operated by KinnsAI Limited ("KinnsAi", "we" or "us"). KinnsAI is registered in England and Wales under company number 11534533 and its registered office is at 2 Malford Grove, Snaresbrook, London E18 2DX

## These Terms Form a Part of a Binding Contract

By using our Service, you are agreeing to these Terms of Service ("Terms") and certify that you are over the age of 18 and authorised by your Organization to enter into such Terms. The use of a Service is deemed to have commenced upon your receipt of your first prediction (be that from a Trial or paid for Service). This will be the "Start Date" of the Contract.

These Terms are an agreement ("Contract") between you (the "Customer") and KinnsAi. By using the Service, you agree to be bound by these Terms, as well as our Privacy Policy.

## Privacy Protection

KinnsAi's privacy policies explain how we treat your personal data and protect your privacy when using our Service. By using our Service, you automatically agree to our privacy policies and KinnsAi can use such data in accordance with its privacy policies.

## Change of Terms of Service

From time to time, KinnsAi may modify existing Terms and/or update these Terms with additional terms that apply to the Service. For example, KinnsAi may modify existing Terms to reflect any mandatory changes to the law. You should check the Terms regularly to keep informed. KinnsAi will also post notice of modification to these Terms on this page or via the email address you registered with us. Note, changes will not apply retroactively and will become effective thirty (30) days after they are posted on our website. Changes addressing new functions for the Service or changes made for legal reasons may be effective immediately. You should discontinue your use of our Service if you do not agree with updated/modified Terms.

## Your Content, Information and Data in Our Service

Our service allows you to upload, download and store content, including but not limited to, information, text, or other material ("Content"). You retain ownership of any intellectual property rights that you hold in that Content. When you upload, store, send or receive Content



to or through our Service, you give KinnsAi a license to host, store, upload and download this Content and only for the purpose of providing Service strictly to you and your use of the Content. We reserve our right at all times, but are not obligated, to remove or refuse to distribute any Content through the Service including your Content in order to comply with legal obligations.

### API

You may access your Service data via the Application Program Interface ("API"). By using API, you are automatically bound by the Terms.

### Using Our Service

You must follow any policies made available to you within the Service. You may only use our Service as permitted by law. KinnsAi may investigate and/or suspend or terminate our Service to you at any time if we find your use of our Service violates the Terms and/or any policies.

Using our Service does not grant you ownership of any intellectual property rights in our Service or the content you may have access to. You may use the Service as required in the operation of your business and services.

KinnsAi gives you a worldwide, royalty-free, non-assignable and non-exclusive license to use the Service. You may not copy, modify, distribute, sell, or lease any part of our software, nor may you reverse engineer or attempt to extract the source code of the software used in our Service, unless local laws prohibit those restrictions or you have our written permission.

Our Service may display some logos, trademarks, or branding materials that are not the property of KinnsAi. These types of content are the sole responsibility of the entity that makes it available.

You must not abuse and/or misuse our Service, including but not limited to, doing the following things:

- Using the Service for any unlawful purposes or activities;
- Uploading any content to the Service in violation of any applicable law, including but not limited to, intellectual property laws and publicity laws;
- Accessing or tampering with the Service's server systems;
- Interfering with or disrupting the access of any user, host, or network;
- Abusing or submitting excessively frequent requests to the Service via the API.

KinnsAi, in its sole discretion, will determine abuse and/or misuse of our Service.

### Trials



When a Trial (a predetermined period where the Customer is assessing use of the Services) is offered you will have access to all features. After the free trial period (4 weeks unless varied by joint agreement), if you choose not to use our Service all access will be removed. You will be provided a Pricing Offer prior to subscribing to our Service.

### Pricing

Your price will be outlined in your Pricing Offer.

All prices shown on your Pricing Offer are exclusive of any applicable sales taxes, levies, value-added taxes, or duties imposed by taxing authorities, and you are responsible for the forwarding/remittance of all such taxes, levies, or duties.

We reserve the right to change pricing at the end of a Contract Term inline with UK inflation rate as published by the Bank of England.

### Contract Term and Auto-Renewal

The Contract Term is defined as the period that you commit to using KinnsAi's Services unless otherwise stated in your Pricing Offer:

- Core Service has a 12month contract term commencing from the Start Date
- Enterprise Service has a 24month contract term commencing from the Start Date

Unless the Pricing Offer says something different, (a) a Service automatically renews for additional periods equal to one (1) year or the preceding term, whichever is shorter; and (b) the per-unit pricing during any automatic renewal term will be at the prevailing pricing rates (which are subject to change) from the prior term.

You can upgrade from Core Service to Enterprise Service at any time. Please contact your relationship manager or [Support@catsAi.co.uk](mailto:Support@catsAi.co.uk)

### Invoicing

Each month you will receive an invoice based on your Service(s) subscribed to.

### Payment

Payment of an invoice is due 10 business days from the date of the invoice. KinnsAi reserves the right to charge interest on outstanding invoices at the prevailing rate of the Bank of England base rate plus 3%(three percent).

KinnsAi reserves the right to suspend, withhold or terminate this contract without notice if there is non-payment for the Service(s) provided.

### Refunds

By purchasing a Service you expressly understand and agree to our refund policy:



Within 30(thirty) days of your payment date as shown on your Invoice, you can request a full refund by contacting us. No Refund of any kind will be permitted after 30(thirty)days of your payment date.

### Termination for Cause

We or Customer may terminate the Contract on notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. We may terminate the Contract immediately on notice to Customer if we reasonably believe that the Service is being used by Customer or its Authorized Users in violation of applicable law.

### Termination Without Cause

Customer may terminate its free trial immediately without cause. We may also terminate Customer's free trial without cause.

### Termination at the end of Contract

Each Service has a different Termination Notice.

- For Core Service a Customer may provide no less than 6 calendar months notice from the end of their Contract Term if they wish to terminate and not renew.
- For Enterprise Service a Customer may provide no less than 3 calendar months notice from the end of their Contract Term if they wish to terminate and not renew.

### Effect of Termination

Upon any termination for cause by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all Services after the effective date of termination. Upon any termination for cause by us, Customer will pay any unpaid fees covering the remainder of the term of those Services after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

### Limited Liability for Our Service

To the maximum extent permitted by law, the service is available "as is". You expressly understand and agree that:

When permitted by law, KinnsAi and its service partners, licensors, employees, agents will not be responsible for any lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages under any circumstances.

Your use and/or purchase of a service are all at your sole risk. the service is provided on an "as is" basis.

KinnsAi does not warrant that:

- The service will meet all of your requirements at all times;



- The service will be error-free and all errors in the service will be corrected;
- The service will be uninterrupted.

All content downloaded, uploaded and/or otherwise obtained through the use of the service is done at your own discretion and risk and you are solely responsible for any damage to your computer equipment or devices, including but not limited to, laptop computers, desktop computer, tablets, smartphones and smartwatches, or any data loss resulting from download or use of any such above mentioned material.

## General Provisions

### Publicity

Customer grants us the right to use Customer's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to Customer's standard trademark usage guidelines as provided to us from time-to-time.

Use of the Core Service requires the Customer to make their end users explicitly aware that KinnsAi is providing the Service. This shall be done by showing "powered by catsAi, a KinnsAi product" on any reports, screens, marketing material and websites the Customer displays a prediction from KinnsAi.

### Force Majeure

Neither us nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include but not limited to, denial-of-service attacks, botnets, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

### Assignment

Except with respect to KinnsAi and any subsidiary, neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Contract in its entirety (including all Order Forms), without consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Customer will keep its billing and contact information current at all times by notifying KinnsAi of any changes. Any purported assignment in violation of this section is void. A party's sole remedy for any purported assignment by the other party in breach of this section will be, at the non-assigning party's election, termination of the Contract upon written notice to the assigning party. In the event of such a termination by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all Services after the effective date of termination. Subject to the foregoing, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.



### Applicable law

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England and Wales.