

## Terms and Conditions of Use

This Terms and Conditions (the “T&C”) applies with respect to the User(s) usage of the Digital Platform and its services also referred to as (the “Digital Platform”). User(s) usage of the Digital Platform is subject to User(s) explicit acceptance of these T&C and the attached Privacy Policy (the “PP”). The User(s) acceptance of the same will irrevocably and unconditionally bind User(s) to comply with and abide by all the obligations and conditions stipulated herein (unless otherwise explicitly made optional). After the User(s) initial confirmation, opt in, or consent, the User(s) will be assumed to continue consenting to these T&C until the User(s) explicitly withdraw consent by notifying the Company of the same in writing or by unsubscribing in the User Profile of the Digital Platform. These T&C supersede all previous oral and written terms and conditions (if any) and shall act as a binding Agreement between the Digital Platform, the Client and the User(s).

IF the User(s) DO NOT AGREE TO BE BOUND BY ALL CONDITIONS/CLAUSES CAPTURED IN THESE T&C, PLEASE DO NOT USE THE DIGITAL PLATFORM.

## Definitions / Key Terms

- “Digital Platform” shall mean the web application, dashboard, iOS and Android Mobile libraries, and any other platform which may allow the User(s) to access and/or use the Digital Platform or services via any other device/medium;
- “User(s)” means any user of the Digital Platform, goods, services, or applications;
- The "Company," consists of Rohuma, DbA. KRINGLE and any other companies that are the Company subsidiaries or affiliates.
- The “Client” means HRmony Inc and any of its company subsidiaries or affiliates.
- “Company Content” means and includes all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets, Documentation, Report Templates, Company Code used by the Digital Platform, and other technologies and information acquired, created, developed or licensed independently by us, prior to or outside the scope of this T&C and any improvement, modification, extension or other derivative works thereof and all intellectual property rights thereto. Company Content excludes all the User(s) Data;
- “User(s) Data” means all electronic data, information, or other content (including information pertaining to the User(s) and the content of any Messages), submitted or provided by or on behalf of the User(s) to be stored, collected or processed by the Company in connection with a the User(s) authorized use of the Digital Platform;
- “Data Point” or “Event” means a session start, session end, custom event, purchase recorded, or any other custom recording (a billable event) on the Digital Platform. For the sake of clarity, data and events automatically collected by the Digital Platform including, for example, push tokens, device information, User(s) location data and all campaign engagement tracking events, such as email opens and push notification clicks, are not counted as Data Points
- “Documentation” means the implementation guides, help information and other user documentation regarding the Digital Platform that is provided or made available by the Company to a User(s) in electronic or other form;
- “Message” means any communication made by the Client with the User(s) via our third- party service providers through the Digital Platform, whether by email, SMS, push notification, web push notification, on-site notification, or in-app notifications;

- “Monthly Active User(s)” or “MAS” shall mean the number of User(s) who have recorded any Data Point or Event on the Digital Platform, during the relevant billing period
- “Report Template” means the content, formatting, look and feel of the templates used for the reports, charts, graphs and other presentation in which the User(s) Data (whether in the form of raw data or in an analyzed format) are provided to the User(s) (whether on a Platform or as exported data). It is hereby clarified that any and all data contained in any Report Templates provided by us shall fall within the purview of User(s) Data, and the Digital Platform, or Company shall have no title, rights, ownership or obligations with respect to the same;
- “Libraries” or “Code” shall mean the code developed, owned, maintained and provided by the “Company”, and to be used by the “Client”, via web application, websites and mobile applications for the purposes of accessing and using the Digital Platform;
- “User(s)” shall mean any customer of the Digital Platform or his/her representatives or affiliates who are permitted to use the Digital Platform;

### **Updation of Term**

These T&C may be updated, amended, modified or revised by us from time to time. Each such update or modification to the T&C will be communicated to User(s) via email, Sms or Push Notification and User(s) will be required to give separate consent to each such revised version to be able to continue to the use of the Digital Platform. As a best practice, the Company encourages User(s) to refer to these T&C from time to time to ensure that User(s) are aware of any additions, revisions, amendments or modifications that we may have made.

### **Service(s) of the Digital Platform for the Client involving the User(s)**

- The Digital Platform provides an array of features and functionalities to the Client which then enable Client engagement with the User(s) These features include, inter alia:
  - User(s) usage tracking and analytics;
  - Custom engagement with User(s) via multiple Messaging channels;
  - Personalization of Messaging and content delivered to the User(s)
  - User(s) segmentation and classification depending on activity, behaviour etc.
- The Company reserves the right, in its sole discretion, to add, change, suspend, or discontinue all or any part of the Digital Platform at any time by posting a notice on the Digital Platform and by sending User(s) an email or sms or mms. User(s) continued use of the Digital Platform following the posting of any changes to the same (including the addition or removal of features) constitutes User(s) acceptance of those changes. Any information User(s) provide to the Digital Platform for the purposes of registering and setting up your account (as specified below) shall be considered as accurate, complete and updated. User(s) are solely responsible for the activity that occurs on User(s) account (including those of other authorized to access and operate User(s) account) and for maintaining the security of User(s) account and any information User(s) input. The Company is not responsible for the accuracy or legitimacy of any User(s) information, or User(s) data, uploaded, posted, or downloaded by User(s) or any of the User(s) employees/agents on the Platform during Users(s) usage of the services. For the purposes of clarity, as long as the User(s) account is accessed with the correct username and password and unless the User(s) notify the Company or Client of any unauthorized access, the Company and Client are not and will not be responsible for verifying the nature of the individual/entity accessing User(s) account, including if that person exports/downloads any User(s) Data, and then shares the same with any third-party.

### **Registration and Account Integrity**

- As part of the registration process, User(s) will need to accept the T&C and PP, and also provide the Digital Platform with User(s) name (or the name of User(s) organization/company) and User(s) email ID. User(s) will be required to create a password in order to secure and limit access to User(s) account. The Company nor the Client does not have access to and do not at any time request User(s) to provide access to User(s) password, unless User(s) have given the Company or Client, explicit written permission to access User(s) account pursuant to a request for assistance or support.
- It is User(s) responsibility to ensure that the information User(s) provide is accurate, secure, and not misleading. User(s) cannot create an account username and password using (i) the names and information of another person; or (ii) using words that are the trademarks or the property of another party (including ours); or (iii) words that are vulgar, obscene or in any other way inappropriate. At the time of creation and each time User(s) access User(s) account thereafter, the Digital Platform will only track User(s) IP address solely for the purposes of determining the geographical location from which User(s) are accessing the Digital Platform.

### **Use of User(s) Information and Content**

- All User(s) Data that User(s) create, transmit, transfer, submit, display or otherwise make available while using the Digital Platform, should only be information that Users(s) own or have the right to use or share (as may be applicable). If User(s) transfer any User(s) information or data to the Company or Client (including any User(s) PII), the Company or Client will assume that User(s) have informed the other User(s) and have procured the necessary consent from the User(s) for such transferring, sharing, processing and/or using the information in the way envisaged under the T&C (including for the purposes of sending Messages). Such User(s) information may include:
  - Location data;
  - Device details and status (used by the User(s) to access User(s) application and/or website);
  - Session information;
  - Acquisition details;
  - Opting in to receive SMS and MMS quotes, pictures, messages, and or promotional items, sweepstakes etc.
  - User(s) activity like email opens, clicks, items viewed, items purchased etc. and any other activity that the Client tracks as per the Client business use cases;
  - User(s) details like name, email ID, phone number, gender, etc. and any other attributes specific to the business like Total Purchases, Order status etc.
- The Company or Client may use the above information for as long as the User(s) account is active and in use, and only as specified/permitted by the client and by applicable law. For example, The Company or the Client will never share personally identifiable information pertaining to User(s) without the relevant prior explicit disclosure and permission.
- While the Company makes commercially reasonable efforts to ensure that the data stored on third party servers is persistent and always available to our User(s) we will not be responsible in the event of failure of the third-party servers or any other factors outside our reasonable control, that may cause the User(s) Data to be permanently deleted, irretrievable, or temporarily inaccessible.

### **Third Party Services**

- The Company and Client use multiple third-party service providers in order to power and provide User(s) with the Digital Platform. In this process, the Company and Client share the User(s) Data with some of the third-party service providers, as is necessary to enable these third-party service providers to operate and supply the requisite services. The Company will attempt to ensure that all third-party service

providers are bound by and adhere to the same obligations of confidentiality and data privacy as guaranteed in the T&C to User(s).

- Further, in the course of using the Digital Platform the Client may integrate and use certain third-party services along with the Digital Platform, such as sending Messages via SMS/MMS and/or email service providers to User(s). User(s) understand and agree that the Company has an independent engagement and legal relationship with such third-party service providers, and any action, inaction, breach, fault, delay, omission or other incident involving such third-parties shall be User(s) sole liability and responsibility, and User(s) shall not engage or involve the Company in such situation in any way.

### **Rules and Conduct**

- As a condition of use in agreeing with the T&C, User(s) promise not to use the service for any purpose that is prohibited by the T&C, by law, or other rules or policies implemented by the Company from time to time. The Digital Platform and the Company Data is provided only for User(s) own personal, non-commercial use.
- By way of example, and not as a limitation, User(s) shall not (and shall not permit any third party to) take any action that: (i) would constitute a violation of any applicable law, rule or regulation; (ii) infringes on any intellectual property or other right of any other person or entity; (iii) is threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortuous, obscene, offensive, or profane; or (iv) impersonates any person or entity
- Furthermore, User(s) shall not (directly or indirectly): (i) take any action that imposes or may impose an unreasonable or disproportionately large load on the Company (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Digital Platform; (iii) bypass any measures we may use to prevent or restrict access to the Digital Platform (or parts thereof); (iv) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Digital Platform, except to the limited extent applicable laws specifically prohibit such restriction; (v) modify, translate, or otherwise create derivative works of any part of the Digital Platform or (vi) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that User(s) receive hereunder.

### **Content Ownership and Copyright Conditions of Access**

- User(s) copying, distributing, displaying, reproducing, modifying, or in any other way using of Company Content in any manner not specified in these T&C, will be a violation of copyright and other intellectual property rights and the Company reserves its rights under applicable law accordingly. The Company reserve all rights, title, and ownership in and to Company Content.
- User(s) will at all times remain the complete owner and retain all rights and title in and to the User(s) Data. This includes assuming liability and responsibility in cases where the User(s) Data breaches any conditions of confidentiality, any intellectual property rights, or any other third-party rights.

### **Reviews / Feedback / Communication Purposes**

- User(s) agree that the Company or Client may contact User(s) through telephone, email, SMS, or any other electronic means of communication for the purpose of:
  - Obtaining feedback in relation to the Digital Platform or Company services; and/or
  - Resolving any complaints, information, or queries received from User(s) regarding the same;
- and User(s) agree to provide fullest cooperation further to such communication by Company.
- Contact for promotional purposes

- Message daily inspirational quotes that may contain links to HRmony Inc affiliates, commerce stores, newsletters, etc.
- By Joining this Digital Platform the User(s) is Opting In to receive SMS and MMS communications, promotions, pictures and links.

### **Rights and Obligation relating to the Company Content, Digital Platform, and Client Content**

User(s) are prohibited from:

- violating or attempting to violate the integrity or security of the Digital Platform or any content thereof;
- transmitting any information (including messages and hyperlinks) on or through the Digital Platform that is disruptive or competitive to the provision of the Digital Platform;
- intentionally submitting on the Digital Platform any incomplete, false or inaccurate information;
- using any engine, software, tool, agent or other device or mechanism (such as spiders, robots etc.) to navigate or search the Digital Platform;
- attempting to decipher, decompile, disassemble or reverse engineer any part of the Digital Platform;
- copying or duplicating in any manner any of Company Content, Client Content or other information available from the Digital Platform;
- circumventing or disabling any digital rights management, usage rules, or other security features of the Digital Platform
- The Company shall, upon obtaining knowledge by itself or been brought to actual knowledge in writing or through email about any breach of the above conditions, may temporarily suspend/delete User(s) account, impose penalties, or take any other actions that the Company or Client may deem fit. The Company or Client shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes or as may be required by applicable law.
- In case of non-compliance with any applicable laws, rules or regulations, or this T&C/PP by a User(s), the Company shall have the right to immediately terminate User(s) access or usage rights to the Platform and to remove non-compliant information from the same.

### **Support**

The Company offers email-based/online support and query-resolution tools. You may access support resources or contact our support by emailing at support@kringle.ai The Company shall use commercially reasonable best efforts to respond to User(s) request for support, or to fix any problems You may be having, as is applicable. Any suggestions by the Company to User(s) regarding use of the Digital Platform shall not be construed as a warranty.

### **Termination**

The Company reserves the right to suspend or terminate User(s) access to the Digital Platform and the services with or without notice and to exercise any other remedy available under law, in cases where once temporarily suspended, indefinitely suspended or terminated, User(s) may not continue to use the Platform under the same account, a different account or re-register under a new account. The Company shall destroy and/or delete all the User(s) data and other information related to User(s) account within 14 days of the date of termination. All provisions of the T&C, which by their nature should survive termination, shall survive termination, including without limitation, warranty disclaimers, indemnity and limitations of liability.

## **Disclaimer**

THE SERVICES OF THE DIGITAL PLATFORM (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE COMPANY AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, SPONSORS AND PARTNERS DO NOT WARRANT THAT: (A) OUR SERVICES AND THE PLATFORM WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE PLATFORM WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE PLATFORM AND THE SERVICES IS SOLELY AT YOUR OWN RISK.

## **Indemnification**

User(s) shall defend, indemnify, and hold harmless the Company and the Client, their affiliates/subsidiaries/joint venture partners and each of its, and its affiliates’/subsidiaries/JV partners’ employees, contractors, directors, suppliers and representatives from all liabilities, losses, claims, and expenses, including reasonable attorneys’ fees, that arise from or relate to (i) User(s) use or misuse of, or access to, the Digital Platform; or (ii) User(s) violation of the T&C or any applicable law, contract, policy, regulation or other obligation. The Company and Client reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by User(s), in which event User(s) will assist and cooperate with the Company in connection therewith.

## **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY (NOR ITS DIRECTORS, EMPLOYEES, AGENTS, SPONSORS, PARTNERS, SUPPLIERS, CONTENT PROVIDERS, LICENSORS OR RESELLERS,) BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, LOSS OF GOODWILL OR OPPORTUNITY, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; OR (II) FOR YOUR RELIANCE ON THE SERVICE; OR (III) FOR ANY DIRECT DAMAGES IN EXCESS (IN THE AGGREGATE) OF THE INR [●]/-; OR (IV) FOR ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE AFOREMENTIONED DAMAGES.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of California, without regard to the conflict of laws provisions thereof. All claims, differences and disputes arising under or in connection with or in relation hereto the Digital Platform, the T&C or any transactions entered into on or through the Digital Platform shall be subject to the exclusive jurisdiction of the courts in Los Angeles, California and User(s) hereby accede to and accept the jurisdiction of such courts.

## **Miscellaneous**

The T&C are the entire agreement between User(s) the Client and the Company with respect to the Digital Platform, and supersede all prior or contemporaneous communications and proposals (whether

oral, written or electronic) between User(s) and Company with respect to the same. If any provision of the T&C is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the T&C will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The T&C are personal to User(s), and are not assignable or transferable by User(s) except with Company or Client prior written consent. The Company may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the T&C and neither party has any authority of any kind to bind the other in any respect. All notices under the T&C will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or two days after it is sent, if sent for next day delivery by recognized overnight delivery service.

## Contact

If User(s) have any questions regarding the Digital Platform, please contact the Company at [Support@kringle.ai](mailto:Support@kringle.ai) or the Client.

**Last Updated: 18th December, 2020**

## Privacy Policy

The Company is concerned and committed to protecting and maintaining the privacy of all its User(s) and has published this privacy policy statement (the “Privacy Policy” or “PP”) to familiarize User(s) with the manner in which the Company collects, stores, uses, discloses, alters, and/or deletes User(s) personally identifiable information (“PII”) collected during User(s) usage of the Digital Platform. Any terms used but not defined in this PP shall have the meaning ascribed to such term in the T&C given above.

## Purpose

The purpose of this PP is to ensure that:

- User(s) are aware of and have complete control over what User(s) Data is provided to the Company, the Digital Platform and the Client, and also how the same is and will be used by the Company, the Digital Platform and Client.
- User(s) are at all times aware of the rights available to User(s) with respect to your Customer Data
- The information provided by User(s) is processed, stored, and used in accordance with the applicable laws, including with respect to maintaining appropriate data protection and privacy infrastructure.
- The Company insist upon the highest standards for securing User(s) Data and maintaining User(s) information privacy.

## Information the Digital Platform, Company and Client Collect

- The Company has already specified under T&C the kind of User(s) Data (PII and otherwise) that the Digital Platform may require, collect, access, and store during the period of account creation and thereafter during User(s) usage of the Digital Platform. User(s) have the right, at any time, to choose not to provide

the Digital Platform with any of this information and to ask the Company to delete the same, if required. However, doing so may result in the subsequent suspension/hampering of all or a part of the Digital Platform.

### **Cookies**

- Cookies are pieces of information that are stored on User(s) devices when User(s) access the Digital Platform. The Digital Platform may use temporary cookies to help User(s) access some of the special functions within the database driven areas of the Digital Platform. Once you leave our Digital Platform, these cookies expire. Cookies do not collect personal identifying information about the User(s).

### **Information Storage and Security**

- All the information that the Digital Platform collects from User(s) during usage of the Digital Platform is stored on third-party servers. The Company may access the information on the cloud. Third-party service providers use globally accepted standards for ensuring and maintaining the protection, security, confidentiality, and privacy of all data on its servers.
- The Company will always work hard to protect User(s) from unauthorized access or unauthorized alteration, disclosure or destruction of any User(s) Data we hold. Pursuant to the same, the Company has implemented globally accepted standards and procedures to maintain ongoing User(s) data protection and privacy by ensuring the following:
  - The encryption of all data (both User(s) Data and Company Content) using secure server software, which is among the best software available today for secure transactions.
  - The pseudonymization of all data collected by the Digital Platform, by ensuring that all PII is kept/stored separately from all the remaining information, to ensure that the remaining data cannot be attributed to an identified or identifiable natural person, unless actively merged or joined with the PII;
  - The constant review of Digital Platform information collection, storage and processing practices, including this T&C, PP, and the physical security measures to guard against unauthorized access to systems;
  - The constant upgradation and/or alteration of policies as may be necessary to ensure the ongoing confidentiality, protection, privacy, security, and accessibility of all data and systems;
  - Limiting the disclosure of PII to Company and Client employees, independent contractors including vendors, affiliates, consultants, business associates, service providers and distributors of the Digital Platform, only on a “need-to-know” basis, and only if the disclosure will enable that person/entity to provide the Company with business, professional, or technical support or fulfill User(s) request and requirements under the Digital Platform.

### **Information We Share**

- In addition to any third-party service providers who, subject to User(s) prior consent, the Company may share some or all parts of the User(s) Data with, the Company may disclose any information provided by User(s) on the Platform as may be deemed to be necessary or appropriate:
  - under applicable law, including laws outside User(s) country of residence
  - to comply with legal process
  - to respond to requests from public and government authorities including public and government authorities outside User(s) country of residence
  - to enforce T&C
  - to allow the Company to pursue available remedies or limit the damages that the Company may sustain.



- By agreeing to this PP, User(s) also explicitly understand and consent to the fact that we may share User(s) Data with other corporate entities and affiliates only for the purposes of:
  - Using their assistance to detect and prevent identity theft, fraud and other potentially illegal acts
  - Correlating related or multiple accounts to prevent abuse of the Digital Platform.

### **Rights Available to User(s)**

- Once User(s) start using the Digital Platform (the “Data Subjects”) shall have the below mentioned rights. If any User(s) wish to exercise the below rights, it will be the Client responsibility to receive the relevant written request from User(s), and then communicate/transfer the same to User(s) so that the Company may take the appropriate action.
  - Delete/erase all PII (or all data) pertaining to a Data Subject that the Company may have on the Digital Platform. This provision will not apply to any data or PII that the Company may need to retain pursuant to any applicable law or any request/requirement of a public/government body, whether in User(s) country of residence or not
  - Rectify, modify, or alter any of the PII or other data pertaining to a Data Subject, if User(s) have identified any mistake, error or inaccuracy in the same
  - Restrict or limit the manner and ways in which a particular Data Subjects information/data is processed or used by the Company.
  - Export and provide a Data Subject with a copy of all User(s) data, including the PII, that the Company may have on third-party servers. This includes all data and server logs pertaining to activities and behaviour on the Digital Platform as well.
- The Company will make all commercially reasonable best efforts to comply with all of the above requests (when received) as soon as possible. If as a User(s), the User(s) wish to exercise any of the User(s) above rights, or if User(s) wish to convey a request on behalf of an User(s), kindly send an email to [support@kringle.ai](mailto:support@kringle.ai)

### **Change in Privacy Policy**

User(s) acknowledge that becoming a User(s) of the Digital Platform signifies User(s) consent to this PP. In the event there are any changes to this PP or in the way we treat any User(s) Data, we shall intimate User(s) of the same via email at least 1 week prior to the enforcement of such change. The Company will also display a notice on the Digital Platform regarding the above. If after User(s) receipt of a notice of change to the T&C or PP, User(s) do not object to the same and/or continue to use the Digital Platform, User(s) will be assumed to have provided consent to the changes.

### **Choice/Opt-Out**

PII collected can also be used for the purpose of Client promotion and other activities and the Company provides all User(s) with the option and choice of opting-out of receiving certain third-party services and/or the Digital Platform in general, at any time. In order to opt out from the Digital Platform please contact the Company or Client at – [support@kringle.ai](mailto:support@kringle.ai)

### **Questions**

Questions regarding this Privacy Policy should be directed to the following email: [support@kringle.ai](mailto:support@kringle.ai) ,

### **Disclaimer**

- The Company and Client shall not be liable for any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any User(s) Data, if the same is either
  - required under Information the Company or Client May Share above; or
  - was effected through no fault, act, or omission of the Company
- The Company and Client reserve the right to offer the Digital Platform to any other client/prospective client without restriction.
- By registering or by using the Digital Platform, User(s) explicitly accept, without limitation or qualification, the collection, use and transfer of the User(s) Data in the manner described herein.
- Please read this Privacy Policy carefully as it affects your rights and liabilities under law.

**Last Updated: December 18<sup>th</sup> 2020**