

JETFOILER™ TERMS OF USE

Revision: v1_r1 Effective: 19 January 2021 Last Updated: 19 January 2021

1. ACCEPTANCE OF TERMS OF USE

“JETFOILER.COM”, including all Jetfoiler™ sub-domains and points of entry to the same including via an “App” and any other domains, micro-sites, or Jetfoiler™ apps owned or operated on the internet by Kai Concepts, LLC (collectively “the Jetfoiler Site”) is an interactive on-line service operated by Kai Concepts, LLC (referred to in this policy as “Kai Concepts”, “Kai”, “we”, “our” or “us”) consisting of information services and content provided by the Kai Concepts. “you” and “your” means each person who establishes a connection to the Jetfoiler Site for access to and use of the Jetfoiler Site content or functions.

Please read these Terms of Use carefully as they contain important information about your legal rights and remedies. By accessing the Jetfoiler Site, you agree to comply with and be bound by these Terms of Use.

2. USE OF THE JETFOILER SITE

- a) Kai Concepts encourages parents and guardians to spend time with their children online, and to be fully familiar with the sites visited by the children in their care, including the Jetfoiler Site. The Jetfoiler Site is not intended for use by people under the age of thirteen (13). If You are under the age of eighteen (18), you shall not participate in contests, sweepstakes or other promotional opportunities on the Jetfoiler Site, nor shall you post information to the Jetfoiler Site without a parent or guardian’s consent.
- b) These Terms of Use set forth the terms and conditions that apply to your use of the Jetfoiler Site. By using the Jetfoiler Site (other than to read these Terms of Use for the first time), you agree to comply with all of the terms and conditions within these Terms of Use. The right to use the Jetfoiler Site is personal to you and is not transferable to any other person or entity. You are responsible for every aspect of your use (under any screen name, profile or password) of the Jetfoiler Site and are responsible for ensuring that all of your use complies fully with the provisions of these Terms of Use. You shall be responsible for protecting the confidentiality of your password(s), if any.
- c) Kai Concepts shall have the right at any time to change or discontinue any aspect or feature of the Jetfoiler Site, including, but not limited to, content, hours of availability, and equipment needed for access or use in their sole discretion, including those that effect a personal function provided to your profile (if applicable).
- d) These Terms of Use do not necessarily reflect the terms that govern other sites that may be linked to or from the Jetfoiler Site. We encourage you to independently review the terms and conditions of use of such third party sites.

3. CHANGED TERMS

Kai Concepts shall have the right at any time to change or modify these Terms of Use or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes or modifications shall be effective immediately upon publication, which may include, but is not limited to, posting on the Jetfoiler Site, or by electronic or conventional mail, or by any other means by which we may publicize notice thereof. Your use of the Jetfoiler Site after such notice shall be deemed to constitute your acceptance of such changes or modifications and the new Terms of Use from that time of publication.

4. HARDWARE AND SOFTWARE UPDATES

You shall be responsible for obtaining and maintaining all computer hardware, software and other equipment needed for safe access to and use of the Jetfoiler Site, its functions and features, and all related charges.

5. FIRMWARE UPDATES

You shall be responsible for obtaining and maintaining all firmware updates needed for safe access to and use of the Jetfoiler™ product, its functions and features, and all related charges.

6. REGISTRATION OBLIGATIONS

If you register by signing up at the Jetfoiler Site, you agree to provide true, accurate, current and complete information about yourself. Kai Concepts has the right to suspend or terminate access and refuse any and all current or future use of the Jetfoiler Site (or any portion or function thereof) if you provide any untrue, inaccurate, not current or incomplete information, or if we reasonably suspect that you have provided untrue, inaccurate, or incomplete information at any time to us.

7. PHONE OR TABLET USERS

By subscribing to Jetfoiler Site mobile alerts or other functions involving push notifications (including SMS messages) to your device where charges may apply (if available) (“Notifications”), you certify that you are over eighteen (18) years of age or have consent from a legal guardian, are the account holder and agree to, or have the account holder’s permission to agree to receive ongoing Notifications from us.

Service may not be available on all network carriers. Your network carrier’s standard (and additional) message or data rates may apply. Further charges such as international roaming charges may also apply. Please check with your network carrier for more information. Kai will not be liable for any delays in the receipt of any Notifications as delivery is subject to effective transmission from your network carrier. Notifications are provided on an “as is” basis. Data obtained from you in connection with the Notifications or application to receive the same may include your cell/mobile phone number, network carrier’s name, date, time and content of any submission to us or made available to us. Such information may be used by Kai to contact you, create general demographic statistics (for use by Kai) and to provide services or Notifications you request.

8. CONDUCT

- a) You shall use the Jetfoiler Site for lawful purposes only. You shall not post or transmit through the Jetfoiler Site: any material: which violates or infringes any right of others; which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; and/or which, without Kai Concepts express and written prior approval, contains advertising or any solicitation with respect to products or services. Any conduct that in our discretion restricts or inhibits any other individual from using or enjoying the Jetfoiler Site or which breaches the Terms of Use will not be permitted and will be removed. You shall not use the Jetfoiler Site to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become users or subscribers of other online information services competitive with the Jetfoiler Site.
- b) You shall not use or permit or facilitate others to use automated electronic processes, robots, spiders, scrapers, web-crawlers, or other computer programs that monitor, copy or download data or other content found on the Jetfoiler Site or accessed through the Jetfoiler Site including without limitation real time video, audio, statistics, polling, or data content, whether current or archival.
- c) You shall not interfere with, disrupt, unreasonably drain the resources of (through virus infections, denial of service attacks, any form of excessive use, or any other drain), translate, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for, or adapt in any way the Jetfoiler Site or servers or networks connected to the Jetfoiler Site, or disobey any requirements, procedures, policies or regulations of networks of Kai Concepts or connected to the Jetfoiler Site.
- d) You are prohibited from gambling or wagering on the result of any gaming or polling features or from using the Jetfoiler Site to gamble or wager on the result of any contest with money. If we believe that you have violated the prohibitions in this section, we may immediately terminate your access to the Jetfoiler Site with or without notice to you. Notwithstanding any other provision of these Terms of Use or of law, you will not be entitled to any refund of any fees paid to us if your access is terminated because of a violation or alleged violation of these Terms of Use.
- e) You shall not create a frame, browser or border around any of the content of the Jetfoiler Site or link to the Jetfoiler Site without our prior express written permission, except that you may use a plain text-only link to the home page of the Jetfoiler Site and only in a manner which link does not in any way imply sponsorship or affiliation with the Jetfoiler Site, Kai Concepts, or any of its related business entities and/or trade names.
- f) The Jetfoiler Site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Jetfoiler Site are copyrighted as a collective work under United States copyright laws. Kai Concepts owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not copy, modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part on the Jetfoiler Site. You may download copyrighted material made publicly available for your personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Kai Concepts and the copyright owner (if different). In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.
- g) You shall not upload, post or otherwise make available on the Jetfoiler Site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other

proprietary rights and the burden of determining that any material is not protected by copyright rests with you. You shall be solely liable (and hereby release Kai from any liability) for any damage resulting from any infringement of copyright, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of the Jetfoiler Site, you automatically grant, or warrant that the owner of such material has expressly granted Kai the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material and for any purpose. You also permit any other user to access, view, store or reproduce and share the material for that user's personal use or use on another website if the ability to do so is available on the Jetfoiler Site. The foregoing provisions of Section 8 are for the benefit of Kai Concepts, its affiliates, licensees, assigns, third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

9. UNSOLICITED SUBMISSIONS AND FEEDBACK

Please be aware that Kai Concepts does not accept unsolicited submissions of product concepts, creative ideas, or other potential creative content ("Unsolicited Submissions"). This is to avoid the possibility of future misunderstandings when projects developed by Kai staff or its representatives might seem to others to be similar to their product concepts, creative ideas, or other potential creative content. Therefore, please do not send Kai any Unsolicited Submissions. In the event you do send us an Unsolicited Submission, you understand and agree that your Unsolicited Submission does not create any fiduciary relationship between you and Kai and that Kai is under no obligation to refrain from using the Unsolicited Submission (in whole or in part), to keep it confidential, or to compensate you for our use of it.

10. DISCLAIMER OF WARRANTIES

- A) YOU AGREE THAT USE OF THE JETFOILER SITE IS AT YOUR SOLE RISK. NEITHER KAI CONCEPTS OR ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, LICENSEES OR LICENSORS ("AFFILIATES") WARRANT THAT THE JETFOILER SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS/IMPRESSIONS THAT MAY BE OBTAINED FROM USE OF THE JETFOILER SITE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT, INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE JETFOILER SITE. THE JETFOILER SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE.
- B) NEITHER KAI CONCEPTS NOR ITS AFFILIATES WILL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR INAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE JETFOILER SITE, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. IN NO EVENT WILL KAI CONCEPTS OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE JETFOILER SITE.
- C) YOU AGREE THAT NEITHER KAI NOR ITS AFFILIATES ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OF THE JETFOILER SITE OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM YOUR USE AND ACCESS OF THE JETFOILER SITE RESTS ENTIRELY WITH YOU.

11. MONITORING AND MODERATION OF CONTENT

Kai Concepts shall have the right, but not the obligation, to monitor the content of the Jetfoiler Site, including chat rooms and forums, to determine compliance with these Terms of Use and any operating rules established by us and to satisfy any law, regulation or authorized government request. Kai shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Jetfoiler Site (or through any functions). Without limiting the foregoing, we shall have the right to remove any material that Kai, in its sole discretion, finds to be in violation of these Terms of Use or that it otherwise deems objectionable.

12. FULL RELEASE AND INDEMNIFICATION BY YOU

You agree to release, defend, indemnify and hold harmless Kai Concepts and its Affiliates and each of their respective directors, officers, employees, agents, or third-party contractors, from and against all claims and expenses, including attorneys' fees,

arising out of the use of the Jetfoiler Site by you or any third party authorized by you.

13. TERMINATION

Either we or you may terminate your access to and/or use of the Jetfoiler Site at any time. Without limiting the foregoing, we shall have the right to immediately terminate your access and/or use of the Jetfoiler Site (or any access to a function within it) in the event of any conduct by you which Kai, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of these Terms of Use.

14. TRADEMARKS AND CONTENT

Kai Concepts trademarks and any Jetfoiler logo as used on the Jetfoiler Site and in media worldwide (including online) are trademarks of Kai Concepts. All rights are reserved to those trademarks and trade names in perpetuity. All other trademarks appearing on the Jetfoiler Site are the property of their respective owners. UNAUTHORIZED COPYING, REPRODUCTION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING OR DUPLICATING OF ANY OF THE MATERIAL INCLUDING THE TRADEMARKS OR CONTENT ON THE WEBSITE, IN WHOLE OR IN PART, IS EXPRESSLY PROHIBITED. Any unauthorized use may subject the offender to civil liability and criminal prosecution under applicable federal and state law.

15. THIRD PARTY CONTENT

Kai Concepts may from time to time act as a distributor of content supplied by third parties and users. Accordingly, Kai has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, yourself, or any other user of the Jetfoiler Site, are those of the respective author(s) or distributor(s) and not of Kai Concepts. Neither Kai, nor its Affiliates guarantee the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. Neither Kai nor its Affiliates are responsible for the accuracy or reliability of any opinion, advice or statement made on the Jetfoiler Site by anyone other than authorized Kai employee spokespersons while acting in their official capacity. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available on the Jetfoiler Site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content should you choose to rely on the same. The Jetfoiler Site may contain links to other third party websites or resources. Kai has no control over the content of such sites and resources. You acknowledge and agree that we bear no responsibility for the availability of such external sites or resources, do not endorse, and bear no responsibility or liability for any content, advertising, products, or other materials on or available from such sites or resources, and also bear no responsibility or liability, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance on, any such content, goods or services available on or through any such third party web site or resource.

16. PRIVACY POLICY

Please refer to our Privacy Policy for information on how Kai Concepts collects, uses, and discloses Your personal information.

17. COPYRIGHTS

Kai Concepts respects the rights of all copyright holders and in this regard, Kai has adopted and implemented a policy that provides for the termination of access and use by users who infringe the rights of copyright holders in appropriate circumstances. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Kai Concepts Copyright Agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. Section 512:

- a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Kai to locate the material;
- d) Information reasonably sufficient to permit us to contact the complaining party;
- e) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For copyright inquiries under the Digital Millennium Copyright Act, for web posting, reprint, transcript or licensing or any other requests, please contact us at legal@kai-concepts.com.

18. INVALIDITY OF TERMS

If any provision of these Terms of Use or any document incorporated by reference is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of such documents or these Terms of Use remain in full force and effect.

19. NOTIFYING US OF USER VIOLATIONS

If you witness any user activity in or on the Jetfoiler Site that violates the Terms of Use, Kai intellectual property, or any document or term referred to herein, please notify Kai Concepts of such activity by emailing legal@kai-concepts.com. We will consider your email and may request further information relating to it and the claims made within it. Kai Concepts appreciates your assistance in this regard.

20. GOVERNING LAW, DISPUTES, ARBITRATION, CLASS ACTIONS, JURY TRIAL

These Terms are governed by the laws of the State of California without giving effect to the principles of conflicts or choice of laws, except that the Federal Arbitration Act will apply as described below. By using the Jetfoiler Site in any way, you unconditionally consent and agree that:

- a) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against Kai Concepts arising out of, relating to, or connected in any way with the Jetfoiler Site, or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS, except that either party may bring any applicable claim in small claims court.
- b) This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16.
- c) The place of arbitration shall be San Francisco, California.
- d) The arbitrator's decision shall be controlled by the terms and conditions of this Agreement and any other agreements referenced herein that the applicable user may have entered into in connection with the Jetfoiler Site.
- e) There shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or Kai Concepts individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. BY AGREEING TO THESE TERMS, YOU ARE WAIVING ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.
- f) The arbitrator shall not have the power to award punitive damages against you or Kai Concepts.
- g) Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the Arbitrator(s).
- h) With the exception of (f) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (f) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor Kai shall be entitled to arbitrate their dispute.
- i) This Section and any disputes related thereto shall be governed by and construed in accordance with the laws of the state of California, USA, except where expressly provided for otherwise.

21. AMENDMENTS AND ASSIGNMENT

You agree that Kai Concepts may update these Terms at any time, and it is your obligation to check for updates. Updates do not apply retroactively. You may not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part.

22. MISCELLANEOUS

These Terms of Use, the Privacy Policy and Cookie Policy and any document or terms and conditions referred to herein constitute the entire agreement of the parties with respect to Your use of the Jetfoiler Site, and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal meaning. You agree you must file any claim or cause of action arising out of or related to the Jetfoiler Site or these Terms of Use within one (1) year after such claim or cause of action arose, regardless of any statute or law to the contrary, acknowledging that any claim or cause of action filed after one (1) year would be forever barred and such rights hereby waived. All rights not expressly granted to you herein are hereby reserved to Kai Concepts, LLC. Sections 1, 3, 8, 11, 13, 18, 19, and this section 22 shall survive termination of this Agreement.

23. HOW TO CONTACT US

If you need to contact Kai Concepts as directed in a section above or if you have an issue or question on this Terms of Use, you can contact us at:

Kai Concepts, LLC 1651 Viking St #3, Alameda, CA, 94501 USA

Email: legal@kai-concepts.com Website: www.kai-concepts.com