

TERMS AND CONDITIONS OF USE



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Kinitic SA, a Swiss corporation with registered offices in Delémont, Switzerland and domicile at Rue de l'Avenir 23, 2800 Delémont, Switzerland (“Snukr”) provides services (“Services”) through its website and mobile applications (the “Platforms”, individually a “Platform”).

1. Terms

By accessing a Platform, you are agreeing to be bound by these Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing the Platforms. The materials contained in the Platforms are protected by applicable copyright and trademark law.

2. Use License

Permission is granted to access the information, designs, images and other content, including the User Content as described below (the “Content”) provided on the Platforms. You may not:

- modify the Content (unless expressly specified)
- use the Content for any commercial purpose without any written permission from Snukr;
- attempt to copy, decompile or reverse engineer any software contained on the Platforms;
- remove any copyright or other proprietary notations from the Content; or
- share or transfer the Content other than through the sharing functions on the Platform

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Snukr at any time. Upon terminating your viewing of the Content or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. User Content

You own all of the content and information (the “User Content”) you post on the Platforms. With regard to the User Content, you grant Snukr a non-exclusive, royalty-free, transferable, sub-licensable, worldwide, perpetual license to use, store, display, reproduce, share, modify, create derivative works, perform, and distribute your User Content on the Platforms, on social media channels, on affiliated websites and

applications, for the purposes of operating, developing, providing and using the Services.

You agree, that

- you own the necessary rights for all your User Content
- your User Content is accurate (including in the context that you publish it in) and brings added value to the Services

Further, you agree that you will not publish

- content that is illegal, offensive, pictures nudity or other sexually suggestive content
- content that breaches third-party rights (copyright, privacy rights, etc.)
- hate speech, credible threats or direct attacks on an individual or group
- content that is offensive, obscene, defamatory, harassing, slanderous, disparaging, defamatory
- content that contains self-harm or excessive violence
- fake, impostor content, spam

Snukr reserves the right to remove or modify User Content for any reason, including User Content that Snukr believes violates these Terms or our Policies.

4. Disclaimer

The Content on the Platforms is provided "as is". Snukr makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Snukr does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the Content.

5. Limitations

In no event shall Snukr or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the Content on the Platforms, even if Snukr or a Snukr authorized representative has been notified orally or in writing of the possibility of such damage.

6. Indemnification

In the event that third parties assert claims against Snukr due to infringement of their rights by you on the basis of your User Content or due to some other use of the Platforms, you shall indemnify Snukr from all claims and damages, including court costs and attorneys' fees.

7. Revisions and Errata

The Content of the Platforms could include technical, typographical, or photographic errors. Snukr does not warrant that any of the Content is accurate, complete, or current. Snukr may make changes to the Content at any time without notice. Snukr does not, however, make any commitment to update the Content.

Snukr has not reviewed all of the sites linked to its Platforms and is not responsible for the contents of any such linked site. The inclusion of any link does not imply

endorsement by Snukr of the site. Use of any such linked web site is at the user's own risk.

8. Site Terms of Use Modifications

Snukr may revise these Terms and Conditions of Use at any time without notice. By using the Platforms you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

9. Governing Law and Jurisdiction

Any claim relating to the Services and/or the use of the Platforms shall be **exclusively governed by the laws of Switzerland** without regard to its conflict of law provisions. **The exclusive place of jurisdiction shall be Delémont, Switzerland.**

PRIVACY POLICY

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information.

The following outlines our privacy policy.

- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfillment of those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.
- We will store the information with a provider located in Switzerland and/or the EU.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.