

Kuul Group Ltd trading as KuulEats and KuulFoods Terms of Service Updated 07.08.20

Kuul Group Ltd (“KuulGroup”, “we”, “us” and terms of similar meaning) provides the KuulEats Application and the KuulFoods Application, their respective web sites <https://kuulgroup.com/>, <https://restaurant.kuuleats.com/> and <https://shop.kuulfoods.com/> (collectively the “Sites”), and all associated services (including an online ordering service) and add-ons including third party services and hardware (collectively the “KuulGroup Services”) to you subject to the Terms and Conditions of use (the “Terms”). These Terms apply to: (i) your use of the KuulGroup Services; (ii) the use of KuulGroup Services by third parties authorised through your KuulEats or KuulFoods account to use the KuulGroup Services and your User Content (as defined below) through the KuulGroup Services; and (iii) the use by such authorised users of any additional software, hardware or other services provided, referred, or recommended by us or third parties as part of or for use with the KuulGroup Services.

Please read the Terms carefully before using KuulGroup Services. By accessing, using or continuing to use KuulGroup Services you agree to be legally bound by the Terms and all terms, policies and guidelines incorporated by reference into the Terms. If you do not agree with the Terms in their entirety, you may not use KuulGroup Services.

In the Terms, our customers and their staff members to whom they give access to their KuulEats or KuulFoods account are called “Subscribers”, and our customers’ customers who use KuulGroup Services (for example, to view or use KuulGroup Services designed for use by those parties) are called “Customers”. Users of KuulGroup Services, whether they are Subscribers or Customers, are called “Users”.

KuulGroup reserves the right to change or modify any of the terms and conditions contained in the Terms, or any policy or guideline applicable to KuulGroup Services, at any time and in its sole discretion. If you do not agree with the changes, you can cancel your account with us by contacting support@kuulgroup.com without further obligation effective upon termination or expiry of your current term and the prior KuulGroup Terms of Service will remain in force. If you renew your services past your current term, then current KuulGroup Terms of Service will apply. Subject to the foregoing and unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revisions on the Sites, and your continued use of KuulGroup Services after such time will constitute your acceptance of such changes or modifications.

You should from time to time review the Terms and any policies and documents incorporated in them to understand the terms and conditions that apply to your use of KuulGroup Services. The Terms will always show the ‘last updated’ date at the top. If you do not agree to any amended Terms, you must stop using KuulGroup Services. If you have any questions about the Terms, please email us at support@kuulgroup.com.

KuulGroup Services are for your own use only. You may not resell, host, publish, lease or provide them in any other way to anyone else, except as expressly permitted by KuulGroup or under the Customer Agreement.

1. Privacy Policy

Please refer to KuulGroup Privacy Policy, available at <https://kuulgroup.com/> for information on how KuulGroup collects, uses and discloses personally identifiable information from Users. By using KuulGroup Services you agree to our use, collection and disclosure of personally identifiable information in accordance with the Privacy Policy. Furthermore, as a Subscriber, you agree to establish and maintain a privacy policy that complies with local laws in your jurisdiction and that is consistent with the KuulGroup Privacy Policy. You agree that KuulGroup may collect, maintain and use non-personally identifiable data including User Content in aggregated form for its business purposes, including the improvement and enhancement of its services and you grant KuulGroup an irrevocable, perpetual, non-exclusive right to use such data for such purposes including the improvement and enhancement of its services and you grant KuulGroup an irrevocable, perpetual, non-exclusive right to use such data for such purposes. You warrant that you will comply at all times with the applicable data protection legislation and you will maintain appropriate measures to ensure that the rights of the people to whom the personal data relates are protected. You will also implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risks presented by your processing of the personal data, and you must not transfer any personal data outside the EEA without our consent. If you process any personal data pursuant to the Customer Agreement you will follow any instructions we give you in respect of that data which may include activities that assist and enable us to comply with our obligations under applicable data protection laws and you will immediately notify us on becoming aware of any actual or possible data breach. You will indemnify us for any loss, damage, dispute or third party claim incurred by us as a result of your breach.

2. Registration Data; Product Data & Account Security

If you register for an account for KuulEats or KuulFoods, you agree to (a) provide and maintain accurate, current and complete information as may be prompted by any registration forms on KuulGroup Services ("Registration Data"); (b) maintain the security of your password/s; (c) maintain and promptly update the Registration Data, and any other information you provide to KuulGroup, and to keep it accurate, current and complete; and (d) accept all risks of unauthorised access to the Registration Data and any other information or data you provide to KuulGroup or through the KuulGroup Services. You are responsible for all activity on your KuulEats or KuulFoods account, and for charges incurred by your KuulEats or KuulFoods account.

You acknowledge that information about your products will be reproduced verbatim within the KuulGroup Software. You accept that responsibility for accuracy lies with you. We do not undertake to check, and are not liable for, checking this information on your behalf.

3. Fees; Charges; Taxes

Fees and any other charges for the use of KuulGroup Services are described in the Customer Agreement. They may change from time to time. If they do change, your continued use of KuulGroup Services after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees and other charges will not be applicable to the billing period in which the change occurs but shall apply to any subsequent renewal.

You are responsible for all taxes applicable to the fees and charges in any applicable jurisdiction.

All pre-paid license, subscription, or other fees (including professional services such as installation and training) are non-refundable and subject to any additional payment or other terms or conditions provided for in the applicable Quotation or order documentation.

4. Ownership, Copyright and Trademarks

In the Terms the content available through KuulGroup Services, including all information, content, data, logos, marks, interfaces, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called "KuulGroup Content". Content provided by Users, whether they are Subscribers, Customers or other Users, is called "User Content". For example, data about its Customers and that a Subscriber provides to KuulGroup is User Content of that Subscriber, data about its payments, products, or operations that a Customer provides to KuulGroup is User Content of that Customer, and Content that a User enters into any KuulGroup database is User Content of the User.

User Content is that User's property. KuulGroup's only right to that User Content is the limited licenses to it granted in the Terms and as necessary to provide support to end users or to ensure the security of KuulGroup Services and technology.

Other than the User Content, all Content and all software available on KuulGroup Services or used to create and operate KuulGroup Services is the property of KuulGroup or its licensors, and is protected by English and international patent, trademark, and copyright laws, and all rights to KuulGroup Services, such Content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in KuulGroup Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation of them by KuulGroup.

KuulGroup may use and shall be the exclusive owner of any feedback, suggestions, improvements or ideas ("Feedback") you provide or have provided to KuulGroup regarding the KuulGroup Services. This applies to Feedback provided to KuulGroup at any time in any format. You assign all intellectual property rights in Feedback to KuulGroup immediately upon communication of such Feedback to KuulGroup or its representatives. KuulGroup may use Feedback for any purpose without compensation or attribution to you and you forever waive and surrender any and all rights in Feedback.

If you authorise third parties to access your User Content through KuulGroup Services, you agree that we are permitted to provide to them the User Content, and also agree that we have no responsibility or liability for their use of such User Content. Any such access shall be governed by any applicable end user or API agreements or terms applicable to such third party and may be subject to fees charged by such third party.

Without limiting the generality of the foregoing, you are responsible for all business continuity, data loss, business interruption, or other risks that may arise out of your use of KuulGroup Services. KuulGroup denies, disclaims, and waives any liability for any loss that may occur arising through use of KuulGroup Services, including, but not limited to, loss of data, business interruption, incorrect calculation of any amount, including taxes or amounts due from your customers, or loss of customer goodwill.

KuulGroup Services are provided on an “as is” basis. You acknowledge and accept all risks associated with using KuulGroup Services and release KuulGroup from any claim or liability in relation thereto.

Your data and User Content is your responsibility. We have no responsibility or liability for it, or for any loss or damage your User Content may cause to you or other people.

5. Your Limited License of Your User Content to KuulGroup

We do not claim any ownership interest or rights in your User Content except as provided for under the Terms, but we do need the right to use your User Content to the extent necessary to provide KuulGroup Services, now and in the future.

Therefore, by posting or distributing User Content to or through KuulGroup Services, you (a) grant KuulGroup and its affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from such User Content, in the manner in and for the purposes for which KuulGroup Services from time to time use such User Content; (b) represent and warrant that (i) you own and control all of the rights to the User Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute that User Content, to or through KuulGroup Services; and (ii) the use and posting or other transmission of such User Content does not violate the Terms and will not violate any rights of or cause injury to any person or entity.

If your User Content is intended for the use of other Users you also grant us and our affiliates and subsidiaries and partners a non-exclusive, royalty-free, transferable right to sublicense such User Content to such Users for their use in connection with their use of KuulGroup Services in accordance with all applicable privacy laws and regulations.

These licenses from you are non-exclusive because you have the right to use your User Content elsewhere. They are royalty-free because we are not required to pay you for the use of your User Content on KuulGroup Services. They are transferable because we need the right to transfer these licenses to any successor operator of KuulGroup Services. Our rights to “modify, adapt, translate, and create derivative works from” are necessary because the normal operation of KuulGroup Services does this to your User Content when it processes it for use in KuulGroup Services.

6. Our Limited License of Content to You

KuulGroup grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access KuulGroup Services and to view, copy and print the portions of the Content available to you through KuulGroup Services for the limited purpose of using Kuulgroup Services as contemplated by the terms and the Customer Agreement. Such license is subject to the Terms, and specifically conditional upon the following: (i) you may only view, copy and print such portions of the Content for your own use as contemplated by KuulGroup Services; (ii) you may not modify or otherwise make derivative works of the Content, or reproduce, distribute or display the Content except as expressly permitted in the Terms; (iii) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content; (iv) you may not use any data mining, robots or similar data gathering or extraction methods; and (v) you may not use KuulGroup Services or the Content other than for their intended purpose. You may not assist any third party in carrying out these prohibited activities. When you use KuulGroup Services to publish any menu, online ordering or similar functionality, a KuulEats or KuulFoods logo or similar attribution with link to KuulEats.com or KuulFoods.com will be installed.

Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited and may result in the termination of the license granted in this Section without notice, and immediate termination of the Customer Agreement and your account with us. Any such unauthorised use may also violate applicable laws, including without limitation patent, copyright and trademark laws. Unless explicitly stated herein, nothing in the Terms may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. The license in this Section is revocable by KuulGroup at any time without notice or warning.

You represent and warrant that your use of KuulGroup Services and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law or regulation.

To request permission for uses of Content not included in this license, you may contact KuulGroup at the address set out at the bottom of the Terms.

7. Using the KuulGroup Services and Marketing Services

KuulGroup Services may include services whereby you or developers or third-parties hired by you use the KuulGroup Services to market your products and services. This Section contains terms and conditions applicable to your use of the KuulGroup Services for that purpose, whether you are a Subscriber or other User, including a developer or operator of a website or application (a "KuulGroup Marketing Initiative") who wishes to use the KuulGroup Services for the purpose of including Content in your KuulGroup Marketing Initiative.

If you are a Subscriber and you procure a third-party to develop a KuulGroup Marketing Initiative for you, this Section applies to your and their use of the KuulGroup Services, and you are responsible for their compliance with this Section to the same extent as though you were developing the KuulGroup Marketing Initiative yourself.

If you are a services developer and not otherwise a User, your use of the KuulGroup Services constitutes your agreement to the Terms. We may change the Terms without notice to you by posting new Terms on the Sites. It is your responsibility to review the Sites for changes to the Terms. If you use KuulGroup Services after new Terms are posted, your use of Kuulgroup Services constitutes your agreement to the new Terms. If you do not wish to be bound by the new Terms, cease your use of KuulGroup Services.

If you are a services developer supporting a KuulGroup Marketing Initiative and not otherwise a Subscriber or other User of KuulGroup Services, the license set forth in this Section applies to your use of the KuulGroup Services, and the license set forth in Section 6 does not apply to your use of the KuulGroup Services. If you are also a Subscriber or other User, the license set forth in Section 6 applies to your use of Content other than the KuulGroup Services, and this Section applies to your use of the KuulGroup Services.

KuulGroup grants you a limited, revocable, non-exclusive, non-sublicensable license to use the KuulGroup Services as provided by KuulGroup in the manner permitted by the Terms. Such license does not license any other Content to you, including Subscriber Content. If you wish to use your KuulGroup Marketing Initiative to display or deliver any Content provided to us by a Subscriber, you must obtain the prior agreement of that Subscriber to that use, by obtaining a license from the Subscriber, in terms of use governing the use by that Subscriber of your KuulGroup Services Implementation, for your use of that Content. This limited license is subject to the usage restrictions set forth in Section 8, and any further restrictions set out in your terms of use and privacy policy agreed to by the Subscriber.

To minimise the risk of security breaches and technology malfunctions, you agree to use dedicated hardware for KuulGroup Services. (For example, you will ensure that your employees do not install apps on the iPads; do not use the iPads to surf the web, and such). If you do not use dedicated hardware, we reserve the right to not support your KuulGroup Services as the other applications may cause conflicts or performance issues with KuulGroup Services.

8. Other Restrictions on Use of KuulGroup Services

Any party's use of the KuulGroup Services is also subject to the following restrictions. You (alone or by assisting or enabling any other party) may not:

- Interfere or attempt to interfere in any manner with the proper workings of the KuulGroup Services, or create or distribute any KuulGroup Marketing Initiative that adversely affects the functionality or performance of KuulGroup Services or adversely impacts the behavior of other applications using the KuulGroup Services;
- Misrepresent your identity or intentions when communicating with us in relation to the KuulGroup Services, use the developer credentials licensed to a different individual or entity, allow your credentials to be used by others, or mask your usage of the KuulGroup Services;
- Use the KuulGroup Services in association with, or as a component of, any website that in the sole discretion of KuulGroup is determined to be obscene or otherwise commercially inappropriate;
- Use the KuulGroup Services for any application that constitutes, promotes or is used in connection with spam, spyware, adware and other malicious programs or code;

- Use the KuulGroup Services in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, taxation or governmental reporting obligations or other regulatory obligations;
- Replicate, in whole or in part, the “look and feel” of KuulGroup Services or portion of them;
- Use a combination of visual, design, or functional elements that could reasonably be expected to cause confusion between KuulGroup Services and your KuulGroup Marketing Initiative among users;
- Disparage or otherwise negatively represent KuulGroup Services or do anything that could result in damage or dilution to the goodwill of KuulGroup and its brands;
- Use the KuulGroup Services for any application or service that attempts to replace or replicate the essential user experience or functionality of any or all KuulGroup Services;
- Reverse engineer, decompile or otherwise attempt to extract the source code of KuulGroup Services or any part thereof;
- Circumvent or render ineffective any IP address-based functionality or restriction imposed by KuulGroup Services;
- Circumvent technological measures to prevent direct database access, nor manufacture tools or products to that effect;
- Build conversion functionality that converts Content from the KuulGroup Services to a competing or alternative product or service; or
- At any time you are operating your KuulGroup Marketing Initiative, solicit, interfere with or endeavour to entice away from us any of our Subscribers or other Users.

You agree to carefully monitor your use of the KuulGroup Services and ensure that it remains within reasonable operational limits for both your own server capacity and for ours, when applicable.

KuulGroup has no responsibility to any person for any use or misuse of any Content obtained through the KuulGroup Services. If you are a Subscriber, you should consider carefully whether you wish to give a KuulGroup Marketing Initiative services developer access to your Content through the KuulGroup Services. If you wish to revoke access to your Content through the KuulGroup Services, you should change your KuulGroup Services password or revoke authorization of the KuulGroup Marketing Initiative to your Content. Please contact us at support@KuulEats.com if you need assistance doing this.

KuulGroup may monitor your use of the KuulGroup Services for any reason, including but not limited to: quality assurance, the improvement of KuulGroup products and services, and for verification of your compliance with the Terms. You shall not interfere with such monitoring or otherwise obscure from KuulGroup any aspect of your use of the KuulGroup Services. You acknowledge that any use by us of your KuulGroup Marketing Initiative for such purpose will not constitute our agreement to any terms of use you purport to require us to comply with in such use.

9. Use of Social Media Areas and KuulGroup Services

KuulGroup Services may include discussion forums, location-based services, products, pricing, and establishment information, bulletin boards, review services or other forums in which you or third parties may post reviews or other content, messages, materials or other items on KuulGroup Services (“Social Media Areas”).

If KuulGroup provides such Social Media Areas, you are solely responsible for your use of such Social Media Areas and use them at your own risk. User Content submitted to any public area of KuulGroup Services will be considered non-confidential. You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through KuulGroup Services any of the following:

- Any message, data, information, text, music, sound, photos, graphics, code or other material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;

- Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses and credit card numbers, unless that third party has expressly consented to such use;
- Viruses, corrupted data or other harmful, disruptive or destructive files;
- Content that is inaccurate, misleading, or unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
- Content that, in the sole judgment of KuulGroup, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or KuulGroup Services, or which may expose KuulGroup or its affiliates or its users to any harm or liability of any type.

KuulGroup has a “zero-tolerance” policy towards unauthorised marketing and spam: you may not use the Social Media Areas or KuulGroup Services generally to send commercial or other messages to any third-party if those messages are not solicited, authorised or welcomed by the third-party, and in your use of KuulGroup Services you must comply with all applicable laws, including laws that apply in any jurisdiction to spam and marketing practices, and with any applicable marketing association guidelines on ethical marketing practices.

Any use of the Social Media Areas or other portions of KuulGroup Services in violation of the foregoing violates the Terms and may result in, among other things, termination or suspension of your rights to use the Social Media Areas and/or KuulGroup Services.

10. Providing a Reliable and Secure Service

We put a great deal of effort into ensuring that KuulGroup Services operate on a reliable basis and where applicable provide a secure environment for your data. We use what we believe to be “best-of-class” infrastructure and hosting services and security technologies and services that we believe will provide you with a secure and safe environment.

However, no system is perfectly secure or reliable, the Internet, hardware, power sources, and local servers and associated technology are inherently unreliable at times and can be an insecure medium, and the reliability of hosting services, Internet intermediaries, your Internet service provider, servers, databases, access to or use of financial or business records, and other service providers cannot be assured or assumed.

When you use KuulGroup Services, you acknowledge that you understand and accept these risks, and you accept sole responsibility for choosing to use a technology that does not provide perfect security or reliability. In particular, Subscribers who choose to store the credit card information of their Customers accept these risks to the security of that credit card information. KuulGroup recommends that no credit card information is stored within KuulGroup Services. Notwithstanding, when storing credit card information using the KuulGroup Services directly or using third party services, Subscribers acknowledge that they are aware of, and accept as satisfactory, credit card protection procedures. Ultimately, credit card data is provided by Subscribers and their Customers, and they are responsible for its protection in compliance with all applicable laws and standards.

11. No Responsibility for Third-Party Material

KuulGroup Services may contain links or references to third-party Web sites (“Third-Party Sites”) and third-party content (“Third-Party Content”) as a service to those interested in this information, including third party suppliers, payment processors and other payment intermediaries that you may use in connection with your use of KuulGroup Services. You use links to Third-Party Sites and any Third-Party Content or service provided there, at your own risk.

KuulGroup makes no claim or representation regarding Third-Party Content or Third-Party Sites, and provides them or links to them only as a convenience. Inclusion in KuulGroup Services of a link to a Third-Party Site or Third-Party Content does not imply KuulGroup’s endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content. KuulGroup accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third-Party Content, Third-Party Sites, or Web sites linking to KuulGroup Services. When you leave KuulGroup Services, our terms and policies no longer govern. You should review applicable terms and policies,

including privacy and data gathering practices, of any Third-Party Site, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

The provider of any third party service is solely responsible for that third party service, the content therein, any warranties to the extent that such warranties have not been disclaimed, any training, support or maintenance for the third party services, and any claims that you or any other party may have relating to that third party services or your use of that third party service. You acknowledge that you are purchasing the license to each third party service from the provider of that third party service; KuulGroup is not acting as agent for the provider in providing each such third party services to you; KuulGroup is not a party to the license between you and the provider with respect to that third party services; and KuulGroup is not responsible for that third party services, the content therein, or any warranties or claims that you or any other party may have relating to that third party services or your use of that third party services.

You acknowledge and agree that KuulGroup and its affiliates are third party beneficiaries of the End User License Agreement for each third party service, and that, upon your acceptance of the terms and conditions of the license to any such third party services, KuulGroup will have the right (and will be deemed to have accepted the right) to enforce such license against you as a third party beneficiary thereof.

12. Online Ordering

KuulGroup makes available online ordering services through the KuulGroup online ordering sites to users of the KuulGroup Services for the purposes of enabling you to accept online orders for food, beverages and related products (Orders) and to facilitate payments between you and persons placing orders via the KuulGroup online ordering site.

Orders and payments you accept through the KuulGroup online ordering service are transactions between yourself and the customer placing the order and not with KuulGroup.

By using the online ordering services you accept that KuulGroup uses a third party payment provider to arrange payment services to authorise and settle payment for Orders. The payment processor's terms and conditions and privacy policy will govern all payments.

KuulGroup is not the seller of any product or service offered by you and is not a party to any payment transactions.

Where you elect to provide online ordering as part of the KuulGroup Services:

- a. You must ensure that your products and prices are correct and up to date;
- b. You must provide correct information in accordance with applicable laws and regulations.
- d. You must indicate promptly if you accept or reject the order and if the order is to be collected or delivered.
- e. A legal contract will be created between you and your customer for the supply of products and services;
- f. You must check that the customer's debit or credit card is the same as the receipt data for the order;
- g. You will be responsible for any costs or expenses incurred by KuulGroup as a result of complaints about your provision of products and services to customers.

13. Hardware Warranties, Limitation of Liabilities

a) KuulGroup hereby assigns the manufacturer's warranty (if any) for the hardware to you to the extent such manufacturer's warranty exists and is assignable.

b) The manufacturer's warranty (if any, and if assignable) is the only warranty that shall be provided by the KuulGroup with respect to the hardware product.

c) KuulGroup makes no warranties for the hardware product. The hardware product is provided "as is" to the furthest extent permitted by law, except to the extent (if any) that a manufacturer's warranty exists and is assignable. d) In any action under or related to this agreement, KuulGroup shall not be liable to you for any of the following, even if informed of their possibility, whether arising in contract, tort (including negligence) or otherwise: 1) Third party claims for damages. 2) Loss of, or damage to, data; 3) special, incidental, indirect, punitive or consequential damages; or 4) loss of profits, business, revenue, goodwill or anticipated savings. As some jurisdictions do not allow the exclusion or limitation of some damages, the above exclusion or limitation may not apply to these Terms. Except for serious bodily injury (including death) in the event KuulGroup is determined to be liable to you, its liability shall be limited to the lesser of a) the amount of actual direct damages suffered by the you; or b) the amount you paid to KuulGroup for the hardware product. e) KuulGroup makes no claim or representation regarding any point of sale equipment or supplies provided by third parties

or any changes or updates to it or its quality, nature or reliability. You must contact the manufacturer of the hardware product for any repairs or replacements and adhere to the manufacturer's merchandise return procedures.

14. Advertisements and Promotions

KuulGroup may run advertisements and promotions from third parties on KuulGroup Services. Your business dealings or correspondence with, or participation in promotions of, advertisers other than KuulGroup, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. KuulGroup is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on KuulGroup Services.

15. Warranty Disclaimer

KuulGroup Services and any third party services and hardware are provided to you on an "as is" basis without any warranties from KuulGroup of any kind, either express or implied. KuulGroup expressly disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. KuulGroup does not represent or warrant that KuulGroup Services are accurate, complete, reliable, current or error-free. KuulGroup Services and access to data may be interrupted or unavailable at any time and you accept all risk associated with such unavailability or interruption. You should establish other systems to ensure business continuity and to ensure the accuracy or reliability of any business, financial or accounting data generated by the use of KuulGroup Services or otherwise stored or accessed through KuulGroup Services.

While KuulGroup attempts to make your access to and use of KuulGroup Services safe, KuulGroup does not represent or warrant that the Content, the third party services and hardware and KuulGroup Services are free of viruses or other harmful components or will be available without interruption or error.

16. Limitation of Liability; Indemnity

You waive and shall not assert any claims or allegations of any nature whatsoever against KuulGroup, its affiliates or subsidiaries, their sponsors, suppliers, contractors, advertisers, vendors or other partners, licensors, any of their successors or assigns, or any of their respective officers, directors, agents or employees (collectively, the "Released Parties") arising out of or in any way relating to your use of KuulGroup Services or any third party services and hardware, including, without limitation, any claims or allegations relating to infringement of proprietary rights, or allegations that any Released Party has or should indemnify, defend or hold harmless you or any third party from any claim or allegation arising from your use or other exploitation of any third party services or KuulGroup Services.

You use KuulGroup Services completely at your own risk. You agree that this is fair and reasonable.

Without limiting the foregoing, neither KuulGroup nor any other Released Party shall be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of access to or use of data or loss of goodwill, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use any or all KuulGroup Services or any third party services and hardware, including without limitation any damages caused by or resulting from your reliance on KuulGroup Services or any third party services and hardware or other information obtained from KuulGroup or any other Released Party or accessible via KuulGroup Services or any third party service and hardware, or that result from mistakes, errors, omissions, interruptions, deletion of files or data or email, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to KuulGroup or any other Released Party's records, programs or services.

In no event shall the aggregate liability of KuulGroup, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of KuulGroup Services or any third party services and hardware exceed any compensation paid by you for access to or use of KuulGroup Services for the three months prior to the date of any claim.

You shall defend, indemnify and hold harmless KuulGroup and the other Released Parties from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of your use of KuulGroup Services, and if you are a Subscriber, from your Customers' use of KuulGroup Services or any third party services and hardware and from the use of KuulGroup Services or any third party services and hardware by any person to whom you give access to your account

(including staff), including any claims made by any person that any of your, and if you are a Subscriber, your Customers', User Content infringes the rights, including the intellectual property rights, of any third party. Some jurisdictions limit the scope of limitations of liability in which event KuulGroup claims the full scope of limitation of liability as may be allowed in any applicable jurisdiction.

17. Communications

Notices that we give you (other than notice of amendment of the Terms, which is discussed in the introduction of the Terms) may be provided in any number of ways, depending on the circumstances. For example, we may email you or telephone you at the contact information you provide in your Registration Data. Or we may post a notice to Subscribers and Customers in the dashboard area of your account on the Sites, or post the notice elsewhere on the Sites. When we post notices on the Sites, we post them in the area of the Sites suitable to the notice. It is your responsibility to periodically review the Sites for notices. You agree to keep all Registration Data current and up to date which can be done by contacting support@kuulgroup.com.

Subject to the Privacy Policy, if you send to KuulGroup or post on the KuulGroup Services in any public area any information, ideas, inventions, concepts, techniques or know-how ("User Submissions"), for any purpose, including the developing, manufacturing and/or marketing of products or services incorporating such information, you acknowledge that KuulGroup can use without limitation the User Submissions without acknowledgement or compensation to you, and you waive any claim of ownership or compensation or other rights you may have in relation to the User Submissions. We actively review User Submissions for new ideas. If you wish to preserve any interest you might have in your User Submissions, you should not post them or send them to us.

18. Applicable Law and Venue

KuulGroup Services are controlled by KuulGroup. You and KuulGroup both benefit from establishing a predictable legal environment in regard to KuulGroup Services. Therefore, you and KuulGroup explicitly agree that all disputes, claims or other matters arising from or relating to your use of KuulGroup Services or any third party services shall be exclusively governed by the laws of England.

If you choose to access KuulGroup Services from locations other than the United Kingdom, you will be responsible for compliance with all local laws of such other jurisdiction and you agree to indemnify KuulGroup and the other Released Parties for your failure to comply with any such laws.

19. Termination/Modification of License and Site Offerings

Notwithstanding any provision of the Customer Agreement or the Terms, KuulGroup reserves the right, without notice and in its sole discretion, without any notice or liability to you, to (a) terminate your license to use KuulGroup Services, or any portion thereof (including any use of any third party services) and the rights of any third party to which you have granted access to your User Content through the KuulGroup Services; (b) block or prevent your future access to and use of all or any portion of KuulGroup Services or Content (including any use of any third party services) and the rights of any third party to which you have granted access to your User Content through the KuulGroup Services; (c) change, suspend or discontinue any aspect of KuulGroup Services or Content; and (d) impose limits on KuulGroup Services or Content. Your sole remedy in such circumstances shall be limited to and not exceed the return of the pro rata amount of any pre-paid fees applicable to the balance of the term of the Customer Agreement.

20. Termination

KuulGroup Services shall continue from the Go Live Date until termination of the Customer Agreement and the Terms. KuulGroup may terminate your use of KuulGroup Services if you are in breach of the terms of the Customer Agreement or the Terms and you must pay the fees applicable for the balance of the then current term including for any third party services and hardware you may be using. When your KuulEats or KuulFoods account is terminated, your User Content will, shortly thereafter, not appear on KuulGroup Services, except for User Content submitted to public areas of the Sites such as the blog, forum, or product reviews, which may remain on the Sites after termination. We may also retain an archival copy of your User Content after termination, and you hereby grant us a non-exclusive, perpetual, irrevocable license to maintain such archival copy for our internal business purposes.

21. Miscellaneous

If any provision of the Customer Agreement or the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Customer Agreement and the Terms and shall not affect the validity and enforceability of any remaining provisions. KuulGroup may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of KuulGroup, and any such attempted assignment will be void and unenforceable. The Terms together with the Customer Agreement constitute the entire agreement between you and KuulGroup regarding your use of KuulGroup Services or any associated third party services and hardware, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and KuulGroup regarding your use of them. The parties confirm and the Customer Agreement that it is their wish that the Terms, as well as the Customer Agreement any other documents relating to the Terms, including notices, have been and shall be drawn up in the English language only.

22. Maintenance

Occasionally, KuulGroup may need to carry out scheduled / unscheduled maintenance or upgrades to the KuulGroup Services which may require their temporary suspension or affect the availability or quality of the KuulGroup Services. KuulGroup will use reasonable endeavours to keep disruption to a minimum and to provide reasonable notice to you and carry out work during periods of low activity.

Questions and Comments

If you have any questions regarding these Terms or your use of KuulGroup Services, please contact us here:
support@Kuulgroup.com