

Kaido Group Ltd Terms and Conditions

Effective Date: 05/06/2017

Kaido Terms of Use

Kaido Group Limited and its affiliates ("Kaido", "Kaido Wellbeing", "we" or "us") provide online and mobile services, including, but not limited to the Kaido website ("Kaido.co.uk" "kaidowellbeing.com" or the "Site"), widgets, computer programs and mobile applications hosted by or on behalf of Kaido (collectively, the "Kaido Services") intended to enhance a consumer's use of the personal health and body monitoring electronic products offered by Kaido (the "Kaido Products"). THIS IS A LEGAL AGREEMENT BETWEEN YOU AND KAIDO AND GOVERNS YOUR USE OF THE KAIDO SERVICES AND KAIDO PRODUCTS.

Subject to your acceptance of and adherence to these Terms of Use (the "Terms of Use"), Kaido hereby grants you a limited, non-exclusive license to utilise the Kaido Services as set forth herein. The terms "you" and "user" shall refer to all individuals and entities that access the Kaido Services.

By your affirmative actions of registering for and/or using the Kaido Services, you signify your agreement to these Terms of Use and our privacy policy and consent to allow Kaido to communicate with you electronically regarding the Kaido Products and the Kaido Services.

Modifications to the Terms of Use

We may make changes to the Terms of Use from time to time. A link to the most current Terms of Use will be available on the Kaido home page and we will indicate the date of the "Latest Update" at the top of the Terms of Use. We may also place a special notice on the Kaido Services or communicate significant changes by email. Your continued use of the Kaido Services following the posting of such changes constitutes your acceptance of the Amended Terms of Use.

Requirements for Use of the Kaido Services

The Kaido Services are available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

Full use of the Kaido Services requires compatible Kaido Products, Internet access, and certain software; may require periodic updates; and may be affected by the performance of these factors. The Kaido Services is not a guaranteed part of any third party product or service offering, and no purchase or obtaining of any third party product or service shall be construed to represent or guarantee you access to the Kaido Services.

Please see the section entitled "Precautions" below for recommended precautions related to your use of the Kaido Products and the Kaido Services.

Agency

You represent that you are using the Kaido Services for its intended purpose. If you are registering or using the Kaido Services on behalf of a company or other organisation, you represent that you have authority to bind your employer by your actions.

Precautions

Content found on Kaido.co.uk or through the Kaido Services is for informational purposes only and is not intended to replace the relationship between you and your doctor or other medical provider. We are not a licensed medical care provider and have no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition. You should always consult a doctor before starting a fitness program, changing your diet or if you have any questions regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on or through the Kaido Services. You should consult with your physician before following any training instructions you receive through the Kaido Services or participating in any event announced on or through the Kaido Services. Not all exercises or activities described on the Kaido Services are suitable for everyone. You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury and/or death. If you think you may have a medical emergency, call your doctor or 999 immediately. If you feel discomfort or pain, immediately stop the activity causing such discomfort or pain. People who have Type 1 diabetes or other adverse medical or nutritional conditions should not use the Kaido Services unless such use is directed and closely monitored by a doctor. By using the Kaido Services, you represent that you have received consent from your doctor to participate in the programs, workouts, and exercises described on the Kaido Services.

We are not responsible for any health problems that may result from training programs, products, or events you learn about through the Kaido Services. If you engage in any exercise program you receive or learn about through the Kaido Services you agree that you do so at your own risk and are voluntarily participating in these activities.

Information on the Kaido Services

We try to provide helpful and accurate information on the Kaido Services, but we make no endorsement, representation or warranty of any kind about any information, services or recommendations made available through the Kaido Services. We are not responsible for the accuracy, reliability, effectiveness, or correct use of information you receive through the Kaido Services. If you rely on any information provided by Kaido, Kaido employees, or others appearing on or contributing content to the Kaido Services, you do so solely at your own risk.

Your Privacy Settings

Through the Kaido Services, we enable you, if you wish, to share information with others, as this is an important motivator to achieve fitness goals. You can use the privacy settings within the Kaido Services to control which information about you is shared with others.

User-Generated Content

Subject to Kaido's adherence with the privacy settings you select within the Kaido Services, you hereby grant to Kaido a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license, with the right to sublicense, to reproduce, distribute, transmit, publicly perform, publicly display, digitally perform, modify, create derivative works of, and otherwise use and commercially exploit any text, photographs or other data and information you submit to the Kaido Services (collectively, "User Generated Content") in any media now existing or hereafter developed, including without limitation on websites, in audio format, and in any print media format. "User Generated Content" includes but is not limited to content posted on message board posts, blogs, journals, food and recipe submissions and user comments. Subject to Kaido's adherence to the privacy settings you select within the Kaido Services, you hereby waive any rights of publicity and privacy with respect to the User Generated Content and any other legal or moral rights that might preclude Kaido's use of the User Generated Content or require your permission for Kaido to use the User Generated Content. You agree not to assert any claim, whether based on tort, contract, or other legal theory, against Kaido or its sublicensees relating to Kaido's or its sublicensees' use of the User Generated Content in accordance with your privacy settings, and you hereby release Kaido and its sublicensees from any such claims. You represent that your User Generated Content: (1) will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights; (2) will not violate any law, statute, ordinance or regulation; (3) will not be obscene or contain child pornography; (4) will not contain any viruses, worms, time bombs or other computer programming code that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (5) will not violate any third party's rights of publicity or privacy; and (6) will not be defamatory, unlawfully threatening or harassing, harmful to minors in any way, or otherwise offensive or inappropriate. You are responsible for complying with all laws applicable to your User Generated Content.

Registration and Password; Privacy Policy

You are responsible for maintaining the confidentiality of your login information and password. You shall be responsible for all uses of your login information, whether or not authorised by you. You agree to immediately notify us of any unauthorised use of your login information or password. Kaido cannot and does not assume any responsibility or liability for any information submitted by someone who has fraudulently accessed your Kaido account or for any third party's fraudulent use or misuse of information submitted by you.

You represent that the information that you provide about yourself as requested in the Kaido account registration form (the "Registration Data") is accurate and complete, and you agree to update your account information, as necessary, including providing Kaido with your current email address, so that you may receive notifications and other account-related communications.

The Kaido Services are subject to the Kaido Privacy Policy, which can be viewed on request.

Ownership of the Kaido Services

Except for the User Generated Content, the Kaido Services and all aspects thereof, including all copyrights, trademarks, and other intellectual property rights therein, are owned by Kaido or its licensors. You acknowledge that the Kaido Services and any underlying technology used in connection with the Kaido Services contain Kaido's intellectual property and proprietary information. You may not reproduce, distribute, modify or create derivative works of, publicly display (including by framing any content), or commercially exploit any part of the Kaido Services except as necessary to view the content therein and to create a reasonable number of copies of portions of such content (without modification) for your personal, non-commercial use. All rights in the Kaido Services not expressly granted to you by Kaido are retained by Kaido and its licensors.

If you violate any of these Terms of Use, your permission to use the Kaido Services automatically terminates and you must immediately destroy any copies you have made of any portion of the Kaido Services.

Email Rules

Some of our users will make their email addresses available if they wish to converse with other users with similar interests or goals. If you use this information, you agree not to transmit "spam" or other unwanted solicitations, or any material that is harassing, threatening, offensive, obscene, abusive, harmful, defamatory, invasive of another's privacy, infringing of another's intellectual property rights, or illegal. Users found using email information in this manner may have their user accounts terminated. We are not responsible for the content of email messages sent to you by our users or from third parties.

Community Pages

There are several areas on the Kaido Services on which users may post information, including journals and message boards on user profiles, food pages and photos (collectively, "Community Pages"). Any information posted to the Community Pages can be viewed by anyone who visits the Kaido Services (whether or not such visitors are registered users). Kaido does not endorse any information posted on the Community Pages and posts made by users do not necessarily reflect the views of Kaido. Information on the Community Pages should not be taken as medical advice and we are not responsible for such information or for editing any factual errors or making any type of corrections to such information. Any action taken by you based on information presented on the Community Pages is at your own risk.

By using our Community Pages, you agree to adhere to the following community guidelines:

- Be respectful of the opinions of others. Even though you might not agree with someone, that doesn't mean they are wrong or deserve to be belittled. Remember that what works for you may not work for everyone else. Give everyone the same courtesy you would expect in return. Do not post profane or explicit content.
- Do not post profile pictures that might be considered inappropriate.
- Do not post communications that could be interpreted as threatening or harassing.
- Do not post, advertise or promote products commercially.

Kaido has the right to remove a post on the Community Pages if it does not meet these standards or for any other reason Kaido deems appropriate.

Copyrighted Materials

If you feel that any content posted on the Kaido Services infringes your copyrights or other intellectual property rights, please notify us by sending an email to our support email address.

User Indemnification Of Kaido

Upon request by us, you agree to defend, indemnify and hold Kaido and its partners, affiliates, service providers, licensors, officers, directors, employees and agents harmless from and against any and all losses, liabilities, damages and costs, including but not limited to reasonable legal and accounting fees, arising from any claims, actions or demands related to or alleged to relate to: (a) your use of the Kaido Services, including any User Generated Content you post, store, reproduce, display, or distribute via the Kaido Services; (b) your violation of the Terms of Use; or (c) your violation of any intellectual property or other third party rights or any applicable law in connection with your use of the Kaido Services. We reserve the right to assume control of the defence of any third party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting and available defences.

User Conduct

If we determine that any user is not using the Kaido Services responsibly, we have the right (but not the obligation) to remove, edit, block, or delete such user's transmissions, User Generated Content, or use of the Kaido Services. We also have the right (but not the obligation) to suspend or terminate your access to and use of Community Pages or other parts of the Kaido Services, or delete information you have posted to the Kaido Services, without prior notice if you engage in any conduct that we believe, in our sole discretion: (a) violates any provision of the Terms of Use, (b) violates the Community Guidelines, (c) is offensive to other users, (d) violates the rights of Kaido or third parties, or (e) could cause Kaido liability. Without limiting the foregoing, upon any termination of your account or access to the Kaido Services we may delete all User Generated Content and other information related to your Community Pages. If Kaido suspects that your Registration Data is inaccurate or incomplete, we may suspend or terminate your account.

Changes to Kaido Services

Kaido may change or discontinue, temporarily or permanently, any feature or component of the Kaido Services at any time without further notice. In addition, we may, without notice to the applicable user, terminate individual Community Pages that have been inactive for more than 30 days, but have no obligation to do so. You agree that Kaido shall not be liable to you or to any third party for any modification, suspension or discontinuance of any feature or component of the Kaido Services.

Third Party Services

The Kaido Services may provide links or references to websites operated by third parties. We do not monitor or investigate such websites and we are not responsible for the content, functionality, or practices of such websites. Inclusion of links to third party websites on our Kaido Services does not imply approval or endorsement of the linked website by us. If you decide to leave our Kaido Services and access these third party websites, you do so at your own risk. Kaido suggests that you read the terms of use and privacy policies (if any) on those third party websites. You agree that Kaido has no liability for any damage or loss of any type that is a result of your use of a third party website.

Content And Warranty Disclaimer

THE WEBSITE IS PROVIDED BY KAIDO AND ITS AFFILIATES "AS IS." NEITHER KAIDO NOR ITS PARTNERS, SUPPLIERS, OR AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, ITS CONTENTS, OR ANY INFORMATION MADE AVAILABLE BY OR THROUGH THE WEBSITE. IN ADDITION, Kaido AND ITS PARTNERS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE WEBSITE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHERMORE, Kaido DOES NOT WARRANT THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

Limitation of Liability

IN NO EVENT WILL KAIDO BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE WEBSITE, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT Kaido HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF Kaido, ARISING FROM OR RELATING TO THE WEBSITE (REGARDLESS OF THE FORM OF ACTION OR CLAIM, E.G. CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL THEORY) IS LIMITED TO £100. KAIDO'S AFFILIATES, PROVIDERS AND PARTNERS HAVE NO LIABILITY WHATSOEVER ARISING FROM THE WEBSITE. In some locations applicable law may not allow certain of the limitations described above, in which case such limitations may not apply to you.

GOVERNING LAW

The Terms of Use and the resolution of any Disputes shall be governed by and construed in accordance with the laws of England.

NO CLASS ACTIONS

You may only resolve Disputes with Kaido on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed under our agreement.

JUDICIAL FORUM FOR DISPUTES

In the event that the agreement to arbitrate is found not to apply to you or your claim, you and Kaido agree that any judicial proceeding (other than small claims actions) will be brought in the courts of England. Both you and Kaido consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

LIMITATION ON CLAIMS

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Kaido Products or Kaido Services must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

General

If any provision(s) of the Terms of Use is found to be contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Kaido's failure to exercise or enforce any right or provision of the Terms of Use will not constitute a waiver of such right or provision unless acknowledged and agreed to by Kaido in writing. These terms and conditions constitute the entire agreement between you and Kaido with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. You may not assign this agreement to any other party and any attempt to do so is void.

Terms Specifically Related to Our Premium Service

For users who have elected to purchase a premium subscription to the Services the following additional terms and conditions shall apply:

- **Description of the Premium Service.** If you are signing up for Kaido Premium Membership, for your membership fee, Kaido hereby grants to you a license to use the Premium features and services.
- **Payments.** You agree to pay Kaido the stated fees for the Premium Service for the duration of time and the amount you selected on the sign up page. You permit Kaido to charge this fee to your credit card and automatically renew the charge for the duration of your membership until you cancel. We use a third party credit card payment processor to process all payments.
- **Automatic Renewal and Cancellation.** Membership fees will be charged to your credit card and will automatically renew at the price then in effect for the duration of your membership until you cancel. Yearly memberships will automatically renew once a year. Cancellation of your membership can be done in the My Account area on Kaido. If you choose to cancel, your cancellation will take effect at the end of the term in which you cancelled. If your credit card is invalid for any reason, charged back, or if Kaido does not receive payment, we will cancel your member benefits immediately.
- **Term.** Unless terminated earlier, this Agreement will remain in force as long as you are a paid subscriber to the Premium Services. If you terminate the Service, but continue to be a member of Kaido, the Terms of Use and Privacy Policy will still apply.
- **Refund Policy and Termination.** If Kaido cancels the entire Service, you may request a refund in writing within 30 days after the cancellation and receive a refund for the prorated amount of the fees for the Service. If Kaido makes a material adverse change to the Service or to the terms of this Agreement, you may terminate this Service and request a refund in writing within 15 days of such change and Kaido will refund the prorated amount of the fees for the Service. If you cancel within 30 days of joining or renewal, you are eligible, upon request, for a full refund. Termination of your Premium Service account and the refund rights above are your sole remedies under this Agreement and against Kaido in connection with Kaido's provision of the Premium Service. Because Kaido reserves the right to alter or discontinue all or any portion of the Premium Service or the Site, you should be sure to retain a copy of any materials you post on the Site and your User data, which can be exported into an Excel or CSV file.
- **Representations, Warranties and Covenants.** You represent, warrant and covenant that (a) the membership and credit card information that you supply is true, correct and complete, (b) you will pay any charges that you incur in connection with the Service, including any applicable taxes, (c) you will update your membership and credit card information as required, (d) you will not allow anyone else to use your membership, (e) you will not transfer your membership or password to anyone else and (f) you will report to us any unauthorised or prohibited use of your membership or this Site.
- **Amendment.** Subject to the termination and refund rights above, you agree that Kaido reserves the right to amend the Premium Service and the terms associated therewith at any time and for any reason. Any changes may be posted to the Site or sent to you by email or postal mail.