



KRDTs INC. TERMS & CONDITIONS

krdts.com, operated by krdts, Inc. ("krdts," "we," or "our"), is a social networking site that encourages people and businesses to perform good deeds, specifically, to perform selfless acts for the good of another person or entity.

By using the krdts Website, (the "Website" or the "Site") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member of krdts ("Member"). If you wish to become a Member and/or make use of the krdts service (the "Service"), please read this Agreement. If you object to anything in this Agreement or the krdts Privacy Policy, do not use the Website or the Service. This Agreement is subject to change by krdts at any time, effective upon posting on the krdts website. Your continued use of the Website and the Service following krdts's posting of revised terms of any section of the Agreement will constitute your express and binding acceptance of and consent to the revised Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website and the Service. This Agreement may be modified by krdts from time to time, such modifications to be effective upon posting krdts on the Website. By accessing and/or using the Website or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

1. Access and Retention. In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or

through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

2. Eligibility. You must be at least thirteen (13) years of age. By using the Website, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

3. Non-commercial Use by Members. The Website is for the personal use of individual Members only and may not be used in connection with any commercial endeavor as organizations, companies, and/or businesses may not become Members and should not use the Service or the Website for any purpose. Illegal and/or unauthorized uses of the Website include, but are not limited to, collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Website, sharing or disclosing your username or password to any third party or permitting any third party to access your account, attempting to impersonate another user or person, use of the Website in any fraudulent or misleading manner, any automated use of the system, such as scraping the Website, automated scripts, spiders, robots, crawlers, data mining tools or the like, interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to the Website, and using the Website in a manner inconsistent with any and all applicable laws and regulations. Illegal and/or unauthorized use of the Website may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Website and Service is with the permission of krtdts, which may be revoked at any time, for any reason, in krtdts's sole discretion.

4. Account Security. You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify krtdts of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. krtdts will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-sign in feature if you have it linked to your krtdts account.

5. Your Use of the Website

a. You must not copy or capture, or attempt to copy or capture, any Content from the Website or any part of the Website, unless given express permission by krdts.

b. You must not copy, republish, adapt, make available or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit any Content on or from the Website, unless we have given you express written permission.

c. You must not use any Content in any way that is designed to create a separate content service or that replicates any part of the Website offering.

d. You must not employ scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any Content.

e. You must not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Website or any Content appearing on the Website.

f. You must not, and must not permit any third party to, copy or adapt the object code of the Website, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Website, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to Content.

g. You must not use the Website to upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise communicate to the public:

¥ any Content that is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in krdts's sole and reasonable discretion;

¥ any information, Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right;

¥ any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise illegal or unlawful in krdts's sole and reasonable opinion;

¥ any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which will or might overburden, impair or disrupt the Website or servers or networks forming part of, or connected to, the Website, or which does or might restrict or inhibit any other user's use and enjoyment of the Website; or

¥ any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.

i. You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.

j. You must not rent, sell or lease access to the Website, or any Content on the Website.

k. You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages or making comments using the name of another person.

l. You must not stalk, exploit, threaten, abuse or otherwise harass another user, or any krdts employee. If we feel that your behavior towards any of our employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership.

m. You must not sell or transfer, or offer to sell or transfer, any krdts account to any third party without the prior written approval of krdts.

n. You must not collect or attempt to collect personal data, or any other kind of information about other users, including without limitation, through spidering or any form of scraping.

o. You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by krdts; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of krdts's servers, system or network or attempt to breach krdts's data security or authentication procedures; attempt to interfere with the Website or the Services by any means including, without limitation, hacking krdts's servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of krdts under these Terms of Use, krdts reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

You agree to comply with the above conditions, and acknowledge and agree that krdts has the right, in its sole discretion, to terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Use. This may include taking court action and/or reporting offending users to the relevant authorities.

6. Term. This Agreement will remain in full force and effect while you use the Website and/or Service. You may terminate your membership and/or subscription at any time by deleting your account from the settings tab of the smartphone app. Alternatively, you may terminate your membership and/or

subscription by contacting us at help@krdts.com. krdts may terminate your membership and/or subscription for any reason by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to krdts. All decisions regarding the termination of accounts shall be made in the sole discretion of krdts. krdts is not required to provide you notice prior to terminating your membership and/or subscription. krdts is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your membership or subscription is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

7. Use of the krdts Currency

Users of the krdts Service who perform good deeds are eligible to receive online currency called krdts (the "krdts Currency"). The krdts Currency will be deposited into a virtual account and can be used for [can you fill in examples of the things people can do with their krdts?] The krdts Currency remains the sole and exclusive property of krdts.com. Krdts.com reserves the right to revoke krdts Currency from any user for any reason, without notice, at its sole discretion.

krdts.com is not responsible for how Members use their krdts Currency. By using the krdts.com Service, you affirm that you are solely responsible for any transaction or other exchange made using your or another Member's krdts Currency, as well as for any other actions that you take, regardless of whether those actions involve the use of krdts Currency.

8. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR ACCOUNT CURRENT, COMPLETE AND ACCURATE, AND YOU MUST PROMPTLY NOTIFY KRDTs IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS.

9. Modifications to Service. krdts reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that krdts shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

10. Blocking of IP Addresses. In order to protect the integrity of the Services, krds reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Website.

11. Content on krds.com

a. Proprietary Rights. krds retains all proprietary rights in the Website and the Service. The Website contains the copyrighted material, trademarks, and other proprietary information of krds, and its licensors. Except where we have given you express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. All content on krds is proprietary. Except where otherwise specified in this Agreement, all Content is copyrighted material of krds and for krds Members' use only. Distribution of Content to others is strictly prohibited. You agree that krds would be irreparably harmed by any violation or threatened violation of this section and that, therefore, krds shall be entitled to an injunction prohibiting you from any violation or threatened violation of this section, without posting bond, in addition to any other right or remedy it may have.

We may provide links to third party websites, and some of the content appearing on the krds Website may be supplied by third parties. krds has no responsibility for these third party websites nor for their content, which is subject to and governed by the terms of use and/or privacy policies, if any, of the applicable third party content providers.

12. Copyright Policy. krds prohibits the submission or posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

You hereby acknowledge and agree that krds cannot and does not review the Content created or submitted by its users, and neither krds nor its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders has any obligation, and does not undertake or assume any duty, to monitor the Website for Content that is inappropriate, that does or might infringe any third party rights, or has otherwise been submitted in breach of these Terms of Use or applicable law.

krds and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders hereby exclude, to the fullest extent permitted by law, any and all liability which may arise from any Content submitted to the Website by users, including, but not limited to, any claims for infringement of intellectual property rights, rights of privacy or publicity rights, any claims relating to publication of defamatory, pornographic, obscene or offensive material, or any claims relating to the completeness, accuracy, currency or reliability of any information provided by users of the Website. By using the Website, you irrevocably waive the right to assert any claim with

respect to any of the foregoing against krdts or any of its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

krdts will process any notice of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA), Title 17, United States Code, Section 512(c)(3) or other applicable copyright law. U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

13. Reporting Infringements

Pursuant to Title 17, United States Code, Section 512(c)(2) or for any other claim of copyright infringement, if you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Website, please report this to us immediately by contacting us at info@krdts.com. When contacting us, please make sure that you include the following information:

¥ a statement that you have identified Content on the krdts Website that infringes your copyright or the copyright of a third party on whose behalf you are entitled to act;

¥ a description of the copyright work(s) that you claim have been infringed;

¥ a description of the Content that you claim is infringing and the krdts Website URL(s) where such Content can be located;

¥ your full name, address and telephone number, a valid email address on which you can be contacted, and your krdts user name if you have one;

¥ a statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law; and

¥ a statement by you that the information in your notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

In addition, if you wish for your notice to be considered as a notice pursuant to the United States Digital Millennium Copyright Act 17 U.S.C. §512(c), please also include the following:

¥ with respect to your statement that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed, confirmation that such statement is made under penalty of perjury; and

¥ your electronic or physical signature (which may be a scanned copy).

The foregoing process applies to copyright only. If you discover any Content that you believe to be in violation of your trademark rights, please report this to us by email at help@krdts.com. In all other cases, if you discover Content that infringes any or violates any of your other rights, which you believe is

defamatory, pornographic, obscene, racist or otherwise liable to cause widespread offence, or which constitutes impersonation, harassment, spam or otherwise violates these Terms of Use, our Community Guidelines or applicable law, please report this to us at help@krdts.com.

14. Blocking and Removal of Content

Notwithstanding the fact that krdts has no legal obligation to monitor the Content on the Website, krdts reserves the right to block, remove or delete any Content at any time, and to limit or restrict access to any Content, for any reason and without liability, including without limitation, if we have reason to believe that such Content does or might infringe the rights of any third party, has been submitted or posted in breach of these Terms of Use, our Community Guidelines or applicable law, or is otherwise unacceptable to krdts.

15. Repeat Infringers

krdts will suspend or terminate your access to the Website if krdts determines, in its sole and reasonable discretion, that you have repeatedly breached these Terms of Use.

If we receive a valid notification from a third party in accordance with our reporting processes or applicable law that any content submitted by you infringes the copyright or other rights of such third party, or if we believe that your behavior is inappropriate and violates our Terms of Use, we will send you a written warning to this effect. Any user that receives more than two of these warnings is liable to have their access to the Website terminated forthwith.

We will also suspend or terminate your account without warning if ordered to do so by a court, and/or in other appropriate circumstances, as determined by krdts at its sole discretion.

Please note that we do not offer any reimbursement of any fees or other monies to Members whose accounts are terminated as a result of repeated infringement of these Terms of Use.

16. Limitation of Liability. In no event shall krdts be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the Website or Service, or use thereof. Nothing contained in this Website or in any written or oral communications from krdts or its employees or agents shall be construed to make any promise, covenant, warranty, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

The content and functionality on the Website and the services provided by employees of the Website are offered "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

krdts makes no warranties, express or implied, as to the ownership, accuracy, completeness or adequacy of the Website content or that the functionality of the Website will be uninterrupted or error-free or free from virus or third party attack. You hereby acknowledge that your use of this Website and the Service is at your sole risk. UNDER NO CIRCUMSTANCES SHALL KRDTs, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE WEBSITE OR SERVICE OR THE INFORMATION CONTAINED THEREIN, INCLUDING WITHOUT LIMITATION FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, EVEN IF KRDTs HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL KRDTs HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THE AGREEMENT, WEBSITE OR THE SERVICE, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST DATA, LOSS OF GOODWILL, COPYRIGHT INFRINGEMENT, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY OTHER DAMAGES OR LOSSES, EVEN IF KRDTs HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of krdts and sole remedy available to any Member in any case in any way arising out of or relating to the Agreement, Website or the Service shall be limited to monetary damages that in the aggregate may not exceed the greater of \$500.00 or the sum of any amount paid by the Member or user to krdts during the six months prior to notice to krdts of the dispute for which the remedy is sought.

17. Indemnity by You. You agree to indemnify and hold krdts, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to:

- a. your use of the Service and/or Website in violation of this Agreement and/or arising from a breach of this Agreement including without limitation your representations and warranties set forth above;
- b. any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from the hosting of Your Content

on the Website, and/or your making available thereof to other users of the Website, and/or the actual use of Your Content by other users of the Website or related services in accordance with these Terms of Use and the parameters set by you with respect to the distribution and sharing of Your Content;

c. any activity related to your account, be it by you or by any other person accessing your account with or without your consent unless such activity was caused by the act or default of krdts.

18. Attorney Fees. In the event that krdts is successful in whole or in part in any action or proceeding related to or arising from this Agreement, you shall be responsible for krdts's attorneys' fees and costs.

19. Parental or Guardian Permission

Some of the Content on this Website may not be appropriate for children. CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THIS WEBSITE UNLESS A SUPERVISING PARENT OR GUARDIAN IS PRESENT. INDIVIDUALS UNDER THE AGE OF 13 ARE NOT PERMITTED TO SUBSCRIBE TO OUR FEE-BASED SERVICES OR GIVE KRDTs THEIR EMAIL ADDRESS OR ANY OTHER PERSONALLY IDENTIFIABLE INFORMATION.

20. Privacy. Use of the Website and/or the Service is also governed by our Privacy Policy, located at [URL - insert once posted to the site]

21. Jurisdiction and Choice of Law; Dispute Resolution. If there is any dispute arising out of the Website and/or the Service, by using the Website and/or Service, you expressly agree that any such dispute shall be governed by the laws of the State of New York, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of New York, for the resolution of any such dispute. Acceptance of the terms and conditions of this Agreement constitutes your consent to be sued in such courts and to accept service of process outside the State of New York with the same force and effect as if such service had been made within the State of New York. You hereby agree to accept service of process for any action hereunder by certified mail return receipt requested which service shall have the same force and effect as though service had been effected by personal service in the applicable jurisdiction. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

22. Arbitration Provision/No Class Action. Except where prohibited by law, as a condition of using the Website and/or Service, you agree that any and all disputes, claims and causes of action (collectively, "Claim") arising out of or connected with the Website and/or Service, shall be resolved individually, without resort to any form of class action, exclusively by binding arbitration under the rules of the American Arbitration Association for full and final settlement of such Claim, and judgment on the award rendered in the

arbitration may be entered in any court having jurisdiction thereof. Such arbitration shall be held in accordance with the Rules for Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association or other mutually agreeable organization, before a single arbitrator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement), selected by agreement of both parties or by an independent mediator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement) if the parties are unable to agree. The parties shall split the arbitration and/or mediator costs. An award rendered by the arbitrator(s) may be entered and confirmed by the courts of the State of New York, County of New York, or the United States District Court for the Eastern District of New York. The parties agree that any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the State of New York, County of New York, or the United States District Court for the Southern District of New York.

23. No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

24. Availability Outside the U.S.

If you access the krdts Website from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If you access the Website from outside of the United States, you acknowledge that any personal information you provide will be processed in the United States and other geographies as selected by us in our sole discretion, and you hereby consent to the collection and processing of your personal information in a manner consistent with this Agreement and the Privacy Policy.

25. Entire Agreement

This Agreement contains the entire agreement between you and krdts regarding the use of the Website and/or the Service.

26. Severability; Waiver

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. In addition, krdts's failure to enforce any term of this Agreement shall not be deemed as a waiver of such term or otherwise affect krdts's ability to enforce such term at any point in the future.

27. Headings

The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Please contact us with any questions regarding this agreement. krds, the krds logo, and all other krds branding materials are trademarks of krds.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.