

## **Agreement of Rights and Responsibilities**

This Statement of Rights and Responsibilities ("Agreement," "Terms," or "SRR") derives from the K2 Principles, and is our terms of service that governs our relationship with users and others who interact on K2 Konnect, as well as with K2 brands, products and services, which we call the "K2 Konnect Services" or "Services". By using or accessing the K2 Konnect Services, you agree to this Agreement, as updated from time to time in accordance with Section 13 below.

Because K2 provides a wide range of Services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific app, product, or service. To the extent those supplemental terms conflict with this SRR, the supplemental terms associated with the app, product, or service govern with respect to your use of such app, product or service to the extent of the conflict.

By "K2", "K2 Konnect" or "K2 Konnect Services" we mean the features and services we make available on K2 Konnect, including through (a) our website at [www.k2partnering.com](http://www.k2partnering.com) and any other K2 branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the Like button, the Share button and other similar offerings; and (d) other media, brands, products, services, software (such as a

toolbar), devices, or networks now existing or later developed. K2 reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms and not this SRR.

- By "Platform" we mean a set of application platform interfaces ("API") and services (such as content) that enable others, including application developers and website operators, to retrieve data from K2 Konnect or provide data to us.
- By "information" we mean facts and other information about you, including actions taken by users and non-users who interact on K2 Konnect and on other APIs.
- By "content" we mean anything you or other users post, provide or share using K2 Konnect Services.
- By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from K2 or provide to K2 through Platform.

- By "post" we mean post on K2 or otherwise make available by using K2.
- By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
- By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.
- By "Trademarks" we means the registered trade marks and the unregistered trade marks of K2 and Fionnoel AG (the "Parent Company") listed.

Your privacy is very important to us. We designed our to make important disclosures about how you can use K2 to share with others and how we collect and can use your content and information. We encourage you to read the , and to use it to help you make informed decisions.

1. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements).
2. You will not use K2 to do anything unlawful, misleading, malicious, or discriminatory.
3. You will not do anything that could disable, overburden, or impair the proper working or appearance of K2, such as a denial of service attack or interference with page rendering or other K2 functionality.

1. You will not facilitate or encourage any violations of this Agreement or our policies.

2.1 You own all of the content and information you post on K2, and you can control how it is shared through your privacy and application settings. In addition:

1. For content that is covered by intellectual property rights, like business information, market intelligence, photos, and videos (IP content), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide, perpetual license to use any IP content that you post on or in connection with K2 and K2 Konnect (IP License).

1. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
  2. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you.
  3. When you publish content or information using the Public setting, it means that you are allowing everyone, including K2 personnel, to access and use that information, and to associate it with you (i.e., your name and profile picture).
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1. We always appreciate your feedback or other suggestions about K2, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

3.1 We do our best to keep K2 and K2 Konnect safe, but we cannot guarantee it. We need your help to keep K2 and

K2 Konnect safe, which includes the following commitments by you:

1. You will not post on K2, or send to K2 Konnect users, unauthorized commercial communications (such as spam).
  2. You will not collect users' content or information, or otherwise access K2, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
  3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme on K2 Konnect.
  4. You will not upload viruses or other malicious code.
  5. You will not solicit login information or access an account belonging to someone else.
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1. You will not bully, intimidate, or harass any user and or K2 employee or business associate.
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1. You will not post content that: is offensive, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
  2. If you repeatedly infringe other people's intellectual property rights, or otherwise contravene our policies, we reserve the right to disable your account.
  3. You will not use our copyright material, Trademarks or any confusingly similar marks, except as expressly permitted by us with our prior written permission.

4. If you collect information from users, you will: obtain their consent, make it clear you (and not K2) are the one collecting their information, and post

a privacy policy explaining what information you collect and how you will use it.

1. You will not post on K2 Konnect anyone's personal information without their consent, including identification documents or sensitive financial information.
2. You will not tag users or send mass email invitations to non-users without their consent. K2 Konnect offers social and professional reporting tools to enable users to provide feedback about tagging.

4.1 K2 Konnect users provide their real names and information, including but not limited where applicable company formation/registration details on a confidential basis, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on K2 Konnect, or create an account for anyone other than yourself without our permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.

1. You will not use your personal timeline primarily for your own commercial gain, and will use a K2 Konnect Page for such purposes.

1. You will not use K2 Konnect if you
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are under the age of 16.

1. You will not use K2 for any illegal or immoral purposes.
2. You will keep your contact information accurate and up-to-date.

1. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
2. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission

1. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate to do so (such as when a

trademark owner complains about a username that does not closely relate to a user's actual name).

1. You will not facilitate or encourage any violations of this Agreement or our policies.

5.1 We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on K2 Konnect that infringes or violates someone else's rights or otherwise violates any laws.
2. We can remove any content or information you post on K2 Konnect if we believe that it violates this Agreement, our policies, or any applicable law.

1. If we remove your content on the basis that we believe that it infringes someone

else's intellectual property rights, and you believe we removed it by mistake, we will provide you with an opportunity to discuss this with us.

6.1 We currently provide our mobile services for free, but please be aware of your mobile phone carrier's normal rates and fees, such as text messaging and data charges, will still apply.

6.2 In the event you change or deactivate your mobile telephone number, you will update your account information on K2 within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

If you make a payment on K2, you agree to our Payments Terms unless it is stated that other terms apply.

If you are a developer or operator of a Platform application or website or if you use Social Plugins, you must comply with the K2 Konnect Platform Policy.

9.1 [Our goal is to deliver advertising and other commercial or sponsored content that is valuable to our users and advertisers. In order to help us do that, you agree to the following:

1. You give us permission to use your name, profile picture, content, and information in connection with
- 2.
- 3.

commercial, sponsored, or related content (such as a brand you like) served or enhanced by us.

1. We do not give your content or information to advertisers without your consent.

10.1 If you download or use our software, such as a stand-alone software product, an app, or a browser plugin, you agree that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.

10.2 You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from our software or third party software included on this Site, unless you are expressly permitted to do so under an open source license, or we give you express written permission.

11.1 If we make changes to policies, guidelines or other terms referenced in or incorporated by this Agreement, we will endeavour to provide advance notice .

11.2 Your continued use of the K2 Konnect Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

We may stop providing all or part of K2 Konnect to you if we believe that you are in breach of the terms of this Agreement or if we believe that your continued use of K2 Konnect is likely to expose us to risk . We will notify you by email or at the next time you attempt to access your account.

This Agreement and any disputes arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England and Wales, without regard to conflict of law provisions. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

14.1 If anyone brings a claim against us related to your actions, content or information on K2 Konnect, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on K2 Konnect and are not responsible for the content or information users transmit or share on K2 Konnect.

We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on K2 Konnect.

We are

not responsible for the conduct, whether online or offline, of any user of K2 Konnect rendering or other K2 functionality.

14.2 WE TRY TO KEEP K2 UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING K2 Konnect 'AS IS' WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT K2 Konnect WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT K2 Konnect WILL ALWAYS FUNCTION

WITHOUT DISRUPTIONS, DELAYS OF EMPLOYEES AND AGENTS OR OTHERWISE, OR THAT K2 Konnect WILL BE FREE FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

14.3 IF APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, K2'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IMPERFECTIONS.

K2 IS NOT

RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, FROM ANY LIABILITY IN THIS RESPECT.

15.1 We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with K2 outside the United States:

15.2 You consent to having your personal data transferred to and processed in the United States either by K2 Partnering Solutions, Inc. or K2 Group, as appropriate.

15.3 If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on K2

(such as advertising or payments) or operate a Platform application or website. You will not use K2 Konnect if you are prohibited from receiving products, services, or software originating from the United States or from a country within the European Economic Community.

15.4 Certain specific terms that apply only for German users are available here.

16.1 If you are a resident of or have your principal place of business in the US or Canada, this Agreement is an

agreement between you and K2 Partnering Solutions, Inc. Otherwise, this Agreement is an agreement between you and K2 Partnering Solutions Holding Co Ltd ("K2 Group"). References to "us," "we," and "our" refer to those companies, as appropriate.

16.2 This Agreement makes up the entire agreement between the parties regarding K2 Konnect, and supersedes any prior agreements. If any portion of this Agreement is found to be unenforceable, the remaining portion will remain in full force and effect.

16.3 If we fail to enforce any of this Agreement, it will not be considered a waiver. Any amendment to or waiver of this Agreement must be made in writing and signed by us. You will not transfer any of your rights or obligations under this Agreement to anyone else without our consent.



16.4 All of our rights and obligations under this Agreement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. Nothing in this Agreement shall prevent us from complying with the law.

16.5 Under this Agreement no person who is not party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

The rights of the parties to terminate, rescind or agree any variation, waiver or

settlement under this Agreement are not subject to the consent of any other party.

16.6 We reserve all rights not expressly granted to you. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16.7 You will comply with all applicable laws when using or accessing K2 Konnect.