

TERMS AND CONDITIONS

Last Update: 1 March 2023

FOR MEMBERS AND PUBLIC

Welcome to Kalos.Community (“**Website**”)!

KALOS is an all-in-one platform where talents, performers, creators, professionals, musicians, and everyone can connect and share their passion for music (“**Platform**”).

KALOS LIMITED (“**we**,” “**our**,” or “**us**”) owns and operates the Platform.

The Terms and Conditions are a binding agreement that governs the use of the Platform by any other person using it for any reason (“**user**,” “**you**,” or “**your**”).

The Terms and Conditions incorporate our **Privacy Policy**. By using and/or accessing the Platform, you acknowledge that you have read and agree to our **Privacy Policy**, and you consent to our processing of your Personal Information for the purposes set out in the **Privacy Policy**.

The Terms and Conditions also incorporate our **Refund Policy** and Creator Terms and Conditions, whenever applicable.

Please carefully read the Terms and Conditions and its incorporated documents because they affect your rights and obligations under the law. By using the Platform, you confirm that you understand and agree to be bound by the Terms and Conditions. If you do not agree with any part of the Terms and Conditions, you may not access or use the Platform.

KALOS

1. OUR COMMUNITY

- 1.1. The Platform is an online marketplace for quality music products and resources, such as arrangements, coaching, content, courses, events, e-books, podcasts, productions, webinars, videos, activities, and other services (“**Programmes**”).
- 1.2. A “**Member**” is a user who has a username, password, and active account in the Platform (“**Account**”).
- 1.3. A “**Creator**” is a Member who offers Programmes to other Members as an independent contractor. If you want to apply as a Creator, please contact us through cs@kalos.community.
- 1.4. A “**Certified Creator**” is a Creator who is a professional or expert with extensive experience in performing and teaching music. If you want to apply as a Certified Creator, please contact us through cs@kalos.community.
- 1.5. The Platform sells products and accessories for musicians (“**Products**”).
- 1.6. The Platform also allows Creators and third parties to provide various professional support services, including, but not limited to, artistic consulting, planning, production assistance, marketing, copywriting, human translation, accounting, and legal services (“**Services**”).

2. YOUR KALOS ACCOUNT

- 2.1. You need an Account to avail of the Programmes, Products, and Services on the Platform. If you create an Account, you agree to provide true, accurate, updated, and complete information about yourself (“**Account Information**”), as well as your credit card or payment information and billing address (“**Payment Information**”). You grant us the right, but we are not obligated, to independently verify such and all information that you provide on the Platform.
- 2.2. A user under 13 years old can be a Member if with parental or guardian approval. By creating an Account, you represent that you are either (a) at least 13 years old or (b) created your Account with the approval and under the supervision of your parent or legal guardian. We are not responsible nor liable for any use of the Platform by persons who violate this subclause 2.2.
- 2.3. If you are a parent or guardian, you can register and manage the accounts of your children or dependents under your Account. YOU AGREE TO SUPERVISE THE USE OF THE PLATFORM BY YOUR CHILDREN OR DEPENDENTS.
- 2.4. You are entirely responsible for the security and confidentiality of your Account. You will not transfer your Account to any person or share it with any third party. You are entirely responsible for any and all activities that occur under your Account, whether or not you allow it. You agree to immediately notify us of any unauthorised use of your Account or any other breach of security of which You become aware.

3. PROGRAMMES

- 3.1. Each Programme on the Platform is published with a title, fee, availability, period, description, category, and the name of the Creator who created it. Some Programmes are available exclusively online through the Platform. Additional terms and conditions may likewise apply to some Programmes.
- 3.2. You are solely responsible for all costs and expenses you may incur from using the Programmes. Some Programmes require a computer and a reliable internet connection. We do not provide refunds for failure or partial use of the Programmes due to technical failures, power outages, unreliable internet connections, or other factors beyond our control.
- 3.3. We or the Creator may change or update a Programme without notice. The changes and updates will apply to the next order of the Programme.
- 3.4. Kalos Limited is not a Creator. Any Programme listed on the Platform is operated and delivered by the respective Creators. Although we hope Creators only offer the highest quality Programmes, we are not responsible for the quality, substance, or performance of any of their Programmes available on the Platform.

4. SUBSCRIPTIONS

- 4.1. Some Programmes are available through a subscription (“**Subscription**”).
- 4.2. **Subscription Fees.** By making a Subscription, you agree to pay for the subsisting Subscription Fees during the Subscription period. Subscription Fees are subject to change at the end of each Subscription period. We will inform you of such changes before the new Subscription Fees take effect. By continuing the use of the Subscription, you agree to such changes.

- 4.3. **Subscription Period.** The Subscription will remain active during the Subscription period. There will be no refunds or credits for partial use, non-use, or downgrade of the Subscription during the Subscription period.
- 4.4. **Automatic Renewal.** Your Subscription will continue after each Subscription period, unless (a) the Programme description provides otherwise, (b) you cancel your Subscription or Account, or (c) we or the Creator suspends or discontinues the Subscription. You must cancel your Subscription before it renews in order to avoid any additional charges.
- 4.5. **Upgrades.** If you upgrade to a higher Subscription, you will be billed for the Subscription Fees of the higher Subscription at the start of its Subscription period.
- 4.6. **Downgrades.** If you downgrade to a lower Subscription, you will be billed for the Subscription Fees of the lower Subscription at the start of its Subscription period.

5. FEES AND PRICES

- 5.1. All fees for Programmes are determined by their Creators, and for Services by their service providers. All prices of Products are determined by their sellers.
- 5.2. If you order a Programme, Service or Product, you agree to pay for its fee or price posted at the time of your order.
- 5.3. We are constantly updating the Platform. We make every attempt to ensure that the information on the Platform is accurate and complete. Unfortunately, it is not possible to ensure that any site is completely free of human or technological errors. The Programmes, Products or Services available on the Platform may be mispriced, described inaccurately, or unavailable. We may experience delays in updating information on the Platform and in our advertising on other sites. We cannot and do not guarantee the accuracy or completeness of any information, including, but not limited to, the fees, descriptions, specifications, and availability.
- 5.4. We reserve the right to correct any errors and inaccuracies or omissions, including after payment has been made.
- 5.5. If you paid an amount that is lower than the correct fee or price, we will contact you to confirm the correct amount. Should you not want to continue, your order will be cancelled. You acknowledge and agree that no person will be obligated to provide or sell a Programme, Product, or Service at the incorrect fee or price.

6. RATINGS AND REVIEW

- 6.1. Members may be allowed to rate and review a Programme that they completed. Creators may be allowed to rate and review a Member who completed the Programme. The rating and review will be recorded and/or displayed on each of their profiles.
- 6.2. If you provide a rating or review, you agree to provide it based on your personal experience and interactions. The rating or review must be accurate and may not contain any offensive or defamatory language. You will not solicit the removal and/or alteration of any rating or review.
- 6.3. You must use the rating and review system honestly and fairly. You will not: swap payment (or anything of value) for a rating or review; coerce another user by

threatening negative feedback; use the system to share unrelated views (like about politics or religion); offer or accept fake Programmes, Products or Services to improve your rating or review score.

- 6.4. You shall remain solely responsible for, and we shall have no obligation to prescreen, the rating or review that you provide. However, we shall have the right in our sole discretion to refuse to post or remove any rating or review that violates any part of the Terms and Conditions, any intellectual property rights or any rights of any party, at any time without notice.
- 6.5. If you believe that any review or rating is unjustified or violates the Terms and Conditions, please contact us through cs@kalos.community.

7. PAYMENTS

- 7.1. The Platform uses [PayPal](#), [Airwallex](#) and other third-party payment service providers (each, a “**Payment Supplier**”) to collect and manage payments.
- 7.2. You acknowledge and agree that the Payment Supplier is responsible, and we shall not be liable, for any matter in connection with the processing of your payments.
- 7.3. You agree to notify us about any payment problems or discrepancies within 30 days from the date the payment was made. If you do not do so, you agree that you waive your right to dispute such problems or discrepancies.
- 7.4. You warrant and represent that you have the right and authority to use the credit card or payment method you have provided.
- 7.5. All payments shall be paid in US Dollars. You may have to incur costs for conversion and transfer of money if applied by your financial service provider.
- 7.6. We reserve the right but are not obligated to limit the availability of the Platform to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

8. PROMOTIONS

- 8.1. We may offer rewards, discounts, free gifts, and other promotions on the Platform. If you decide to avail of a promotion, you agree to be bound by the promotion-specific terms in addition to the Terms and Conditions.

9. INDEPENDENT CONTRACTING PARTIES

- 9.1. We are independent contracting parties. Nothing in this agreement is intended to or should be construed to create a relationship other than that of independent contractors. Nothing in this agreement shall be construed as a contract of employment/engagement between KALOS LIMITED and you or as a commitment on the part of the KALOS LIMITED to retain you in any capacity, for any period of time or under any specific terms or conditions.
- 9.2. The Creators are separate and distinct from KALOS LIMITED. The Programmes of Creators are separate and distinct from our services. We do not investigate,

represent, or endorse the accuracy, legality, legitimacy, validity or reliability of any Programme, including, but not limited to, advice and recommendations contained on, distributed through, or linked, downloaded, or accessed through the Programme.

- 9.3. We are not a party to the relationship between Members and Creators. We are not responsible or liable for any interactions involved between and among Members and Creators. We exercise no control over any relationship between the Members and Creators. You are solely responsible for your interactions and any form of communication between other Members and Creators. We reserve the right, but not the obligation, to monitor disputes between you and other Members and Creators.
- 9.4. As such, we do not endorse, control, or warrant the Creators, nor the manner or method of providing their Programmes. We do not warrant your safety. We urge all users to be responsible and careful about their use of the Platform, and any transaction entered into as a result of interactions with other users on the Platform.

CONTENT ON THE PLATFORM

10. CONTENT

- 10.1. "**Content**" is any information displayed or available on the Platform, including, without limitation, text, data, code, images, photographs, graphics, software, designs, and any other materials.

11. CREATOR CONTENT

- 11.1. "**Creator Content**" means any Content provided by a Creator, including the Content in the Creator's Programmes.
- 11.2. **Ownership.** By submitting Creator Content, a Creator declares to be the exclusive owner of all intellectual property rights relating to the Creator Content or to be regularly authorised by the holders of such rights to do so. Creators shall be solely responsible for their Creator Content and the consequences of posting or publishing them.
- 11.3. **Intellectual Property.** The intellectual property and all related rights on the Creator Content will remain the exclusive property of the respective Creator or holders of such rights. We do not take or claim any ownership (copyright, trademark, or otherwise) over your Creator Content. The Creator also guarantees that the Creator Content does not infringe any third party's intellectual property rights, including image or copyright, with the Creator Content being the original work of the Creator, or the Creator having received the relevant licences or assignments of rights from the owners of the rights to the content comprising the Creator Content. All Creator Content are protected by trade dress, copyright, moral rights, trademark, registered and/or unregistered, and other laws relating to intellectual property rights.
- 11.4. **Use of Creator Content.** You are authorised to view, play and print the Creator Content in the Programmes that you ordered and paid for, for your personal, informational, and non-commercial purposes only. You will not remove any copyright, trademark, or other proprietary notices from such Creator Content in the Programmes. Except as permitted by copyright law, you may not modify any Creator Content in the Programmes. You may not copy, distribute, transmit, display, perform,

reproduce, publish, licence, create derivative works from, transfer or sell any Creator Content in the Programmes.

- 11.5. **Disclaimer**. Creator Contents do not represent our views, or any individual associated with us. We do not control or endorse, directly or indirectly, any Creator Content. We do not vouch for the accuracy or credibility of any Creator Content and do not take any responsibility or assume any liability for any actions you may take as a result of reading the Creator Content. The Platform merely acts as a passive conduit for the online distribution and publication of Creator Content.

12. USER CONTENT

- 12.1. **“User Content”** means any Content, except Creator Content, that any Member or user submits on the Platform. You shall be solely responsible for your User Content and the consequences of posting or publishing them. The Platform merely acts as a passive conduit for your online distribution and publication of User Content.
- 12.2. Without limiting any of our rights in law and equity, we reserve the right to remove any User Content for any reason in our sole discretion, including any User Content that we believe may violate the Terms and Conditions, or any copyright or third-party rights.
- 12.3. You retain any intellectual property rights that you hold in your User Content. We do not take or claim any ownership (copyright, trademark, or otherwise) over your User Content.
- 12.4. By submitting User Content, you automatically warrant and represent the User Content infringes no third-party right of privacy, right of publicity, or any other third-party right or proprietary interest. You further warrant and represent that you are the owner of all intellectual property rights or that you otherwise have all sufficient rights to grant the licence to the User Content.
- 12.5. When you post or upload User Content, you grant us limited rights to store, use, display, and provide access to the User Content as necessary to provide the Platform. For these purposes, you grant to us a nonexclusive, irrevocable, perpetual (except as otherwise provided herein), worldwide, sublicensable licence to exercise any copyright, trademark rights, or other rights in and to your User Content necessary to provide the Platform to you and our other users.
- 12.6. User Content does not represent our views, or any individual associated with us. We do not control User Content. In no event shall you represent or suggest, directly or indirectly, our endorsement of User Content. We do not vouch for the accuracy or credibility of any User Content and do not take any responsibility or assume any liability for any actions you may take as a result of reading the User Content.

13. RIGHT TO TAKEDOWN CONTENT

- 13.1. You shall remain solely responsible for, and we shall have no obligation to prescreen, your User Content. However, we shall have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on the Platform at any time without notice.
- 13.2. If you wish to remove your User Content from the Platform, please contact us through cs@kalos.community. We will remove your User Content within 30 business days of

receiving your request. However, we may retain copies of your User Content, not accessible to the public, on our backup servers even after you request removal.

14. ADVERTISING RIGHTS

- 14.1. We reserve the right to sell, licence and/or display any advertising, attribution, links, promotional and/or distribution rights in connection with User Content. We and our licensors or affiliates will be entitled to retain any and all revenue generated from any sales or licences of such advertising, attribution, links, or promotional or distribution rights. Nothing in the Terms and Conditions obligates or may be deemed to obligate us to sell, licence or offer to sell or licence any advertising, promotion, or distribution rights.

15. KALOS CONTENT

- 15.1. Except for User Content and Creator Content, we and/or our licensors own all of the content featured or displayed on the Platform, including, without limitation, text, graphics, photographs, images, moving images, sound, and illustrations ("**Kalos Content**").
- 15.2. The intellectual property and all related rights on Kalos Content will remain the exclusive property of us or our licensors.
- 15.3. You are authorised to view, play, and print Kalos Content for personal, informational, and non-commercial purposes only. You will not remove any copyright, trademark, or other proprietary notices from Kalos Content.
- 15.4. Except as permitted by copyright law, you may not modify any of our Kalos Content. You may not copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer or sell our Kalos Content.

GENERAL TERMS AND CONDITIONS

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. The Platform contains copyrighted material, trademarks, and other similar proprietary information provided by or through us, our employees, agents, licensors, or other parties (collectively, "**Proprietary Information**"). Our Proprietary Information is protected by copyright law, registered, and unregistered trademarks, database rights, and other intellectual property rights. Unless otherwise provided, we exclusively own all Proprietary Information and your use of the Platform does not grant you any right, title, or interest in the Platform. You agree to not reproduce, distribute, sell, publish, or broadcast any of the material found on the Platform without our prior written consent.

17. TRADEMARKS/NO ENDORSEMENT

- 17.1. All trademarks, service marks and trade names used in the Platform (including but not limited to the **KALOS** name and logo, **KALOS LIMITED** corporate logo, Kalos name and design) (collectively "**Marks**") are our or of our affiliates, partners, vendors or licensors' trademarks or registered trademarks.

- 17.2. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify the Marks in any way, including in advertising or publicity pertaining to the distribution of materials on the Platform, without our prior written consent.

18. USE OF THE PLATFORM

- 18.1. Subject to your strict compliance with the Terms and Conditions, we grant you a limited, personal, non-exclusive, revocable, non-assignable and non-transferable right and licence to use the Platform.
- 18.2. We encourage a free and open exchange of ideas in a climate of mutual respect. Any action by a user that infringes on another user's right to use and enjoy the Platform is prohibited. We reserve the right but do not assume any obligation, to monitor your online conduct to enforce the Terms and Conditions.
- 18.3. You must use the Platform for lawful purposes only.
- 18.4. You agree that you will not violate any laws when using the Platform. This includes any and all local, provincial, state, federal, national, and international laws.
- 18.5. You agree not to "crawl," "scrape," or "spider" the Platform or to reverse engineer or attempt to obtain our source code or data.
- 18.6. You agree not to distribute any virus or other harmful computer code through the Platform, including viruses, Trojan horses, spyware, adware, malware, bots, time bombs, worms, or other harmful or malicious components, which or might overburden, impair or disrupt the Platform or servers or networks forming part of, or connected to, the Platform, or which does or might restrict or inhibit any other user's use and enjoyment of the Platform.
- 18.7. The use of the Platform is void where prohibited.

19. SECURITY

- 19.1. The information that you provide to us is stored on a secured server. While we take reasonable precautions to protect your personal information, no security system is impenetrable and we cannot guarantee the security of information that you provide to us via the Internet, through the Platform, through online ordering, or in databases stored on our servers.
- 19.2. You understand that User Content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices.

20. THIRD-PARTY LINKS

- 20.1. The Platform may contain links to third-party sites that are not affiliated with or owned, operated, or controlled by us. You acknowledge and agree that we are not responsible for the content, privacy policies, or practices of such third-party sites or the companies that own them. By using the Platform, you expressly relieve us from any and all liability arising from your access and use of any third-party site.

21. THIRD-PARTY TOOLS AND APPLICATIONS

- 21.1. We may provide you with, or the use of the Platform may require, access to third-party tools and applications over which we neither monitor nor have any control or input. You acknowledge and agree that such third-party tools and applications are provided and/or used “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of third-party tools and applications. Any use by you of third-party tools and applications offered through the Platform is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which the third-party tools and platforms are provided by the relevant third-party provider(s).

22. USER FEEDBACK

- 22.1. You may provide feedback, comments, and suggestions (“**Feedback**”). If you submit any Feedback to us, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable (through several tiers) and transferable licence under any and all intellectual property rights that you own or control in relation to the Feedback to use, reproduce, view, communicate to the public by any means, print, copy (whether onto hard disk or other media), edit, translate, perform and display (publicly or otherwise), distribute, redistribute, modify, adapt, make, sell, offer to sell, transmit, licence, transfer, stream, broadcast, create derivative works from, and otherwise use and exploit the Feedback for any purpose.

23. COMMUNICATIONS

- 23.1. By creating an Account, you automatically opt-in to receive email communications regarding the Platform. You can unsubscribe from receiving promotional emails. However, you cannot opt-out of transactional emails such as order confirmations, invoices, and specific communication about your Programmes.
- 23.2. We reserve the right to send you an electronic mail for the purpose of informing you of changes or additions to the Platform or the Terms and Conditions.
- 23.3. Except as disclosed in our Privacy Policy, we will not monitor, edit, or disclose the contents of your communications with us, unless required in the course of normal maintenance of the Platform, or unless required to do so by law or in the good-faith belief that such action is necessary to (a) comply with the law or comply with legal process served on us; (b) protect and defend our rights or property or of the users of the Platform; or (c) act in an emergency to protect the personal safety of our guests, ours, or the public.

24. ADVERTISEMENTS

- 24.1. We may run advertisements and promotions of third parties on the Platform. Your correspondence or business dealings with, or participation in promotions of the third-party advertisers, found on or through the Platform, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertisers. We are 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 such third-party advertisers on the Platform.

25. PLATFORM INFORMATION

- 25.1. We attempt to ensure that information on the Platform is complete, accurate and current. Despite our efforts, the information on the Platform may occasionally be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy, or currency of any information on the Platform.
- 25.2. Through your use of the Platform, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate, or deceptive. By using the Platform, you assume all associated risks.

26. NO WARRANTIES

- 26.1. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Platform will be corrected. We do not guarantee, represent, or warrant that your use of the Platform will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from your use of the Platform will be accurate or reliable. You expressly agree that your use of, or inability to use, the Platform is at your sole risk.
- 26.2. The Platform and our content are provided on an “as is” and “as available” basis. We (and our affiliates, suppliers, partners, and agents) make no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the Platform or Our content, and expressly disclaim any warranties or conditions (express or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Your use of the Platform (including any content) is entirely at your own risk. Some jurisdictions don’t allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

27. LIMITATION OF LIABILITY

- 27.1. You understand that there are certain inherent risks and dangers in participating in the Programmes, using the Products, or availing of the Services published on the Platform. You fully accept these risks, and you agree that you will have no recourse to seek damages against us even if you suffer loss or damage from using them. **To the extent permitted by law, we (and our group companies, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), whether arising in contract, warranty, tort, product liability, or otherwise and even if we’ve been advised of the possibility of damages in advance. Our liability (and the liability of each of our group companies, suppliers, partners, and agents) to you or any third parties under any circumstance is limited to the total fee or price of the Programme, Product or Service connected to the event which gave rise to your claims. Some jurisdictions don’t allow the exclusion or limitation of liability for consequential or incidental damages, so some of the above may not apply to you.**

28. INDEMNIFICATION

- 28.1. You agree to indemnify, defend (if we so request), and hold harmless us, our group companies, and their officers, directors, suppliers, partners, and agents against any third-party claims, demands, losses, damages, or expenses (including reasonable attorney fees) arising from (a) the content you post or submit, (b) your use of the Platform (c) your violation of the Terms and Conditions, or (d) your violation of any rights of a third party. Your indemnification obligation will survive the termination of the Terms and Conditions and your use of the Platform.

29. RESULTS DISCLAIMER

- 29.1. From time to time, we may report on the success of one of our existing or prior users. The information about this success is accurately portrayed by the user. You acknowledge that the prior success of others does not guarantee your success. You acknowledge you are using the Platform voluntarily and that any choices, actions, and results now and in the future are solely your responsibility. We (and our affiliates, suppliers, partners, and agents) make no warranty that you will obtain specific results from the use of the Platform. We will not be liable to you or any other party for any decision made, or action taken in reliance on the information on the Platform. Your results may vary and will be based on your individual capacity, experience, expertise, and dedication. There are no guarantees concerning your level of success.

30. REVISIONS TO THE TERMS AND CONDITIONS

- 30.1. We reserve the right to update, change or replace any part of the Terms and Conditions by posting updates and/or changes to our Platform. It is your responsibility to check this page periodically for changes. You can review the most current version of the Terms and Conditions at any time on this page. Your continued use of or access to the Platform following the posting of any changes constitutes acceptance of those changes. Any new features or tools which are added to the Platform shall also be subject to the Terms and Conditions.

31. CHANGES TO THE PLATFORM

- 31.1. We may change, update, alter, suspend, or discontinue the Platform or its contents, in whole or in part, at any time and for any reason, without notice or cost.
- 31.2. We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Platform.
- 31.3. We may also, in the future, offer new services and/or features through the Platform (including, the release of new tools and resources). Such new features and/or services shall also be subject to the Terms and Conditions.

32. FORCE MAJEURE

- 32.1. We shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond our reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; epidemics, pandemics; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal

body; or labour unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

33. TERMINATION

- 33.1. We may terminate any free use of the Platform at our sole discretion, for any or no reason, with or without notice.
- 33.2. During any subsisting Subscription Period or paid use of the Platform, we may block or terminate your access to the Platform in the event that: you breach any part of the Terms and Conditions; we are unable to verify or authenticate any information, including Payment Information, that you provide to us; or we believe that your actions may cause financial loss or legal liability for you, our users or us. In such a case, we will have the right to deactivate your Account and/or delete your Account Information.
- 33.3. You may terminate your Account or your use of the Platform at any time. If you terminate, you shall be liable to pay all fees and charges that have accrued until the termination takes place.

34. GENERAL

- 34.1. **Entire Agreement.** The Terms and Conditions and the other agreements incorporated herein set out the entire agreement and understanding between the parties with respect to its subject matter.
- 34.2. **Severability.** If any provision of the Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- 34.3. **Assignment.** This Agreement is personal to you. You cannot assign your rights and interests in the Terms and Conditions without our written consent. You agree that we may automatically assign our rights and interests in the Terms and Conditions at our sole discretion.
- 34.4. **No Waiver.** Our failure to act with respect to your or others' breach does not waive our right to act with respect to subsequent or similar breaches.
- 34.5. **Survival.** Any provisions of the Terms and Conditions that impose continuing obligations on the parties shall survive any termination or expiration of the Terms and Conditions.
- 34.6. **Jurisdiction and Choice of Law.** The laws of Hong Kong Special Administrative Region of the People's Republic of China govern the Terms and Conditions. The courts of Hong Kong Special Administrative Region have exclusive jurisdiction to settle any dispute arising out of or in connection with the use of the Platform and the Terms and Conditions.

35. CONTACT US

- 35.1. If you have any questions, comments or suggestions, please contact us through cs@kalos.community.

FOR CREATORS

Congratulations on being a Creator on Kalos (“**Platform**”).

The Creator Terms and Conditions (“**Creator Terms**”) govern the use of the Platform by Creators and Certified Creators (“**Creator**,” “**you**,” or “**your**”).

The Creator Terms incorporate our Terms and Conditions. Capitalised words used but not defined in this agreement have the same meanings in the Terms and Conditions.

The Creator Terms also incorporate our Privacy Policy and Refund Policy, whenever applicable.

Please carefully read the Creator Terms and its incorporated documents because they affect your rights and obligations under the law. By publishing your Creator Content on the Platform, you confirm that you understand and agree to be bound by the Creator Terms. If you do not agree with any part of the Creator Terms, you may not become a Creator in the Platform.

1. PROGRAMMES

1.1. Only **Creators** may offer and publish Programmes on the Platform.

1.2. Creators agree to create and publish Programmes in accordance with the quality standards and criteria in the Kalos Creator Handbook (“**Handbook**”), as we may amend from time to time.

1.3. Creators agree to publish the Programmes with the programme title, fee, availability, period, description, category, and name of the Creator.

1.4. Creators may change or update the Programmes. The changes and updates will apply to the following order of the Programme by a Member.

1.5. Creators are solely responsible for all costs and expenses that may be incurred for creating and providing the Programmes. We neither pay fees nor provide refunds for failure or partial use of the Programmes due to technical failures, power outages, unreliable internet connections, or other factors beyond our control.

1.6. We may require some Programmes to be exclusively available online through the Platform. We may likewise apply additional terms and conditions to the Programmes.

1.7. Any Programme operated and delivered by a Creator is the property and responsibility of the Creator, not Kalos. Although we hope Creators only offer the highest quality Programmes, we are not responsible for the quality, substance, or performance of any of the Programmes available on the Platform.

2. PROGRAMME DESCRIPTION

2.1. Creators agree to ensure that the information on the Programmes is accurate and complete. Creators warrant the accuracy and completeness of any information, including, but not limited to, the descriptions, periods, and availability of the Programmes.

2.2. If a Member has paid for a Programme, the Creator warrants to provide the Programme in accordance with the Programme information published by the Creator, regardless if the Creator has published incorrect Programme information. Provided, however, that the Creator will not be obligated to provide or conduct a Programme at an incorrect fee or price.

3. SUBSCRIPTIONS

3.1. **Subscription Fees**. Creators may offer Programmes through a Subscription. With our prior written approval, Creators may change the Subscription Fees, which will take effect on the subsequent Subscription periods.

3.2. **Subscription Period**. Creators warrant to provide the Programmes during the Subscription period. There will be no refunds or credits for partial use, non-use, or downgrade of the Subscription during the Subscription period.

3.3. **Automatic Renewal**. The Subscription will continue after each Subscription period, unless (a) the Programme description provides otherwise, (b) the Creator cancels the Subscription or his/her Account before the Subscription renews, or (c) we or the Creator suspends or discontinues the Subscription.

4. PROMOTIONS

4.1. Creators may offer rewards, discounts, free gifts, and other promotions on the Platform. If a Creator offers a promotion, the Creator agrees to be bound by the promotion-specific terms in addition to the Terms and Conditions.

5. INDEPENDENT CONTRACTING PARTIES

5.1. KALOS LIMITED and Creator are independent contracting parties. Nothing in this agreement is intended to or should be construed to create a relationship other than that of independent contractors. Nothing in this agreement shall be construed as a contract of employment/engagement between KALOS LIMITED and Creator or as a commitment on the part of the KALOS LIMITED to retain the Creator in any capacity, for any period of time or under any specific terms or conditions.

5.2. The Creators are separate and distinct from KALOS LIMITED. The Programmes of Creators are separate and distinct from our services. We do not investigate, represent, or endorse the accuracy, legality, legitimacy, validity, or reliability of any Programme, including, but not limited to, advice and recommendations contained on, distributed through, or linked, downloaded, or accessed through the Programme.

5.3. The Creator acknowledges and agrees that because the Creator is not an employee of Kalos Limited, we will not withhold any amounts for taxes from any of the fees payable to the Creator. The Creator shall bear the cost of all taxes in all jurisdictions where such taxes

are payable by the Creator in accordance with applicable laws as a result of the transactions contemplated by this agreement. The Creator shall be responsible for all taxes arising from fees and other amounts paid under this agreement, and shall be responsible for all payroll taxes and fringe benefits of Creator's employees, independent contractors, and other personnel.

5.4. We are not a party to the relationship between Members and Creators. We are not responsible or liable for any interactions involved between and among Members and Creators. We do not endorse, control, or warrant the Members, nor the manner or method of their use of the Programmes. We exercise no control over any relationship between the Members and Creators. Creators are solely responsible for their interactions and any form of communication between other Members and Creators. We reserve the right, but not the obligation, to monitor disputes between Creators and other Members and Creators.

6. FEES AND PAYMENTS

6.1. Creators agree to pay the Platform a service fee for the use of the Services as set forth in the Handbook. Creator is responsible for paying all Service Fees. When a Member pays a Creator for a Programme or when funds related to a Programme are otherwise released to a Creator as required, the Platform will deduct the Service Fees (and other fees applicable), and then credit the Creator's account.

6.2. Payments to Creators are issued in US Dollars on a monthly basis no later than the 16th day of the following month. If a Creator chooses to withdraw funds in a currency other than US Dollars, the Platform (and/or the payment gateway) will impose a foreign currency conversion charge, and the rate may differ from rates that are in effect on the date of the payment.

6.3. The Creator has to bear the extra charges and transaction fees (if any) stipulated by his/her bank and/or financial institution.

7. CREATOR CONTENT

7.1. **Ownership.** By submitting Creator Content, a Creator declares to be the exclusive owner of all intellectual property rights relating to the Creator Content or to be regularly authorised by the holders of such rights to do so. Creator shall be solely responsible for the Creator Content and the consequences of posting or publishing them.

7.2. **Intellectual Property.** The intellectual property and all related rights on the Creator Content will remain the exclusive property of the respective Creator or holders of such rights. We do not take or claim any ownership (copyright, trademark, or otherwise) over the Creator Content. The Creator also guarantees that the Creator Content does not infringe any third party's intellectual property rights, including image or copyright, with the Creator Content being the original work of the Creator, or the Creator having received the relevant licences or assignments of rights from the owners of the rights to the content comprising the Creator Content. All Creator Content are protected by trade dress, copyright, moral rights, trademark, registered and/or unregistered, and other laws relating to intellectual property rights.

7.3. **Licence**. By posting or uploading Creator Content, the Creator grants us limited rights to store, use, display, and provide access to the Creator Content as necessary to provide the Programmes. For these purposes, the Creator grants to us a nonexclusive, irrevocable, perpetual (except as otherwise provided herein), worldwide, sublicensable licence to exercise any copyright, trademark rights, or other rights in and to the Creator Content necessary to provide the Programmes to the Members.

7.4. **Disclaimer**. Creator Content does not represent our views or of any persons associated with us. We do not control Creator Content. In no event shall the Creator represent or suggest, directly or indirectly, our endorsement of Creator Content. We do not vouch for the accuracy or credibility of any Creator Content and do not take any responsibility or assume any liability for any actions that any person may take as a result of the Creator Content. The Platform merely acts as a passive conduit for the online distribution and publication of Creator Content. The Creator shall remain solely responsible for, and we shall have no obligation to prescreen, the Creator Content.

7.5. **Right to Takedown**. Without limiting any of our rights in law and equity, we reserve the right to edit, refuse, or remove any Creator Content for any reason in our sole discretion, including any Creator Content that we believe may violate the Terms and Conditions, or any copyright or third-party rights.

7.6. If you wish to remove your Creator Content from the Platform, please contact us through cs@kalos.community. We will remove your Creator Content within 30 business days of receiving your request. However, we may retain copies of your Creator Content, not accessible to the public, on our backup servers even after you request removal.

8. CONTACT US

8.1. If you have any questions, comments or suggestions, please contact us through cs@kalos.community.