

Terms of Service

Last updated: 25 October 2021

By creating an Account (as defined in Section 2) or using the Services (as defined below), you are agreeing with the following **General Terms of Use for Traders** ("**Terms**").

These Terms constitute a contract between Kitch's Contracting Party ("**Kitch**" as defined in Section 4) and the entity designated by the registration data provided along with these Terms (the "**Client**"), abbreviatedly and collectively referred to as the "**Parties**" and each individually as a "**Party**", and apply to the Client's access to and use of Kitch products and services.

You may review the Terms at any time at <https://www.kitch.io/legal/terms>. Kitch reserves the right to update and modify the Terms at any time. The Client will be informed with reasonable notice through Kitch's Website or by email. We recommend that you check the Terms periodically to review any changes that may affect your activity. You will be subject to those changes 15 days after you have been notified. In accordance with Section 11, if you do not agree with those changes, you may freely close your account.

You must read and accept all terms and conditions contained or expressly referenced in these Terms, including the Privacy Policy.

For your convenience, we have included plain language summaries in bold at the end of each section. However, these summaries are not legally binding. Please read these Terms, including any documents referenced in these Terms, to have a complete view of your legal rights and obligations. By using Kitch and any Kitch services you are agreeing with these Terms.

1. Objective and services provided

- 1.1. Kitch aims to provide a technological platform ("**Kitch Platform**") to Clients, enabling them to market goods and services to final consumers ("**Buyers**") through digital channels, focusing on the Client's simplicity, efficiency, and profitability. Kitch Platform includes, among other features, the creation of digital channels with the Client's brand for direct marketing to final consumers ("**Stores**"), an order management system ("**Connect**"), menus and settings ("**Dashboard**") for the Stores and/or channels managed by third parties ("**Channel Partners**"), and connection system to ensure the delivery of goods to Buyers ("**Deliver**").

- 1.2. The Kitch Platform may allow the Client to use third-party applications, products, and services ("**Integrations**"). The use of these Integrations may be governed by separate contracts.
- 1.3. Kitch does not produce or supply the goods or services marketed by the Client in its Stores or any other distribution channels. Kitch does not make deliveries, through its Stores or Channel Partners, where applicable, even when made using the Deliver service (where the deliveries are made by specialized companies and/or managed by digital intermediation platforms). Kitch is not a party in the sales contract between the Client and the Buyer, whether this sale is made through a Store or through any other channel.
- 1.4. In accordance with the Client's obligations under these Terms, Kitch provides the Client a personal, non-exclusive, non-sublicensable, non-transferable and revocable license to use the Kitch Platform.
- 1.5. The use of the Kitch Platform is governed by these Terms and any other policies, instructions or procedures communicated to the Client by Kitch. These Terms also govern all access to the Kitch website, www.kitch.io ("**Website**"), as well as any installations and supplies of equipment and consumables ("**Equipment**") by Kitch. The Kitch Platform, Website, Equipment and any other services provided by Kitch shall be referred to as a group in these Terms as "**Services**". The use of any new products, services or features that may be added to the Services will also be governed by these Terms.

THIS MEANS

These terms of use define the rules for using Kitch. However, Kitch can provide you third-party products or services, whose rules of usage will be defined in separate contracts. The sales you make through the Kitch Platform are a contract between you and the Buyer.

2. Account Creation and Use

- 2.1. To access and use Kitch Platform, you agree to create a Kitch account ("**Account**").
- 2.2. The person who requests the use of Kitch Platform by creating the Account shall be the contracting party ("**Representative**") for the purposes of these Terms and shall be the person authorized to use any Account that Kitch assigns to the Client under the Services.
- 2.3. The Representative is duly authorized to represent the Client herein and to bind the Client to these Terms and shall be jointly and severally liable with the Client for the fulfilment of this Agreement if the Representative does not have enough powers of representation.

- 2.4. The Representative must be over 18 years of age and be considered of legal age in the jurisdiction where resides and intends to use the Services.
- 2.5. When creating the Account, the Representative must provide their first and last name, email address and telephone number. The Representative must also provide the Client's name or brand to be used ("**Client Brand**") and any additional information indicated by Kitch as required. By doing so, the Representative declares that all information provided on the Kitch Platform is true, accurate, updated, and complete regarding all aspects at the time it was provided and that the Client shall update this information if it changes.
- 2.6. The Representative agrees that Kitch will use the email address provided at the time of Account opening, or the email address that has subsequently been updated, as primary contact with the Client ("**Primary Email**"). Email communications between the Representative and Kitch can only be authenticated if coming from the Representative's Primary Email.
- 2.7. The Account may be associated with only one Client and one Representative.
- 2.8. Depending on the pricing plan agreed with Kitch, the Client may create one or more accounts for employees ("**Staff Accounts**"), which may have different types of permissions and levels of access to the Client information.
- 2.9. The Client is legally responsible for the acts and omissions resulting from the use of Staff Accounts according to the obligations under these Terms as if they were Client's acts and omissions.
- 2.10. The Representative and the users of Staff Accounts will be individually designated as "**Kitch User**".
- 2.11. The Client assumes responsibility for all activity and assumes to be the legitimate owner of the content, such as photographs, images, illustrations, videos, written content, audio files broadcasted or displayed on or in connection with the Account, acquitting Kitch of any responsibility in this context ("**Materials**").
- 2.12. The Client assumes responsibility for maintaining secure passwords of all its Kitch Users to use the Kitch Platform. Kitch cannot and will not be liable for any loss or damage resulting from any failure to maintain the security of its Account and password by Kitch Users associated with the Client.
- 2.13. Kitch reserves the discretionary right to reject, for any reason, any request to create an Account.
- 2.14. Breach or violation of any provision of these Terms, as determined by Kitch's sole discretion, may result in immediate cancellation of Services.

THIS MEANS

The creation of a Kitch Account must be done by a person duly authorized by the Client to do so. The Client will be responsible for the Account, the Materials they submit or send to Kitch and the actions of all persons that have access to the Account, including maintaining secure passwords for all Users secure.

Please remember that, if you violate these terms, we may cancel your account.

If we need to talk to you, we will send you an email.

3. General conditions

- 3.1.** The Client must read, agree to, and accept all the terms and conditions set forth in these Terms, including Kitch's Privacy Policy, before becoming a Kitch User.
- 3.2.** The Client acknowledges and agrees that Kitch may change these Terms at any time by publishing the amended and updated Terms on the Website and that those changes to these Terms will take effect 15 days after the date they are published.
- 3.3.** The Client cannot use the Services for any illegal or unauthorized purpose, and cannot, in the use of the Services, violate any laws in its jurisdiction, the Buyers' jurisdiction or under Portuguese law. The Client agrees to comply with all applicable laws, all rules and regulations governing the use of the Service and comply with all obligations under these Terms.
- 3.4.** The Client accepts and agrees not to reproduce, duplicate, copy, sell, resell, and operate any portion of the Services, use of the Services or access to the Services without Kitch's express written consent.
- 3.5.** The Client will not purchase keywords from search engines or similar, such as Google Ads, or from domains, that use Kitch, Kitch trademarks or non-trademarks ("**Kitch Brands**") and/or variations and misspellings.
- 3.6.** These Terms may be made available in languages other than English. If there are inconsistencies or conflicts between the English version of these Terms and versions of these Terms in any other languages, the most current available version of these Terms in English at <https://www.kitch.io/legal/terms> shall prevail, insofar as the application of the national law of the other languages is not mandatory, namely the Portuguese law.
- 3.7.** All provisions of these Terms shall be binding and enure to the benefit of the Parties and their respective successors and Representatives. The Client accepts and agrees that they shall not be entitled to assign or transfer these Terms, or any of its rights or obligations, to any third party without Kitch's express written consent.

THIS MEANS

You must read these Terms and applicable policies, such as the Privacy Policy, before using our services. It will always be applicable the most current version of the Terms posted on our website.

Please note that Kitch services belong to Kitch. You may not copy them or use them for any illegal or illicit purposes.

4. Kitch Contracting Party

- 4.1.** "Kitch Contracting Party" means Kitch, Unipessoal, Lda., a single-member private limited company under Portuguese law, with registered office at Rua Odette de Saint-Maurice, 3A 1700-921 Lisbon, civil parish of Alvalade, council area of Lisbon, with Portuguese tax identification number 515551805, entity with fully deposited documents in electronic support and with share capital of 100 EUR (one hundred euros).
- 4.2.** Kitch is a wholly owned subsidiary by Kitch Technologies Ltd ("Parent Company"), an English law company, with registered office at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT, registered under the number 12144692.
- 4.3.** These Terms shall be governed and interpreted in accordance with Portuguese law and any disputes arising from its interpretation, integration or execution shall be settled by the courts of the District of Lisbon.
- 4.4.** The Parties irrevocably and reciprocally accept that any disputes arising from the interpretation, integration or execution of these Terms shall be settled by the courts of the District Court of Lisbon, expressly renouncing the jurisdiction of any other Court.

THIS MEANS

By accepting these Terms, you are concluding a contract with Kitch, Unipessoal, Lda., a Portuguese law company. Any legal disputes shall be resolved by Portuguese courts.

5. Kitch Rights

- 5.1.** Kitch reserves the right to modify or terminate the Services for any reason, without notice, at any time. Some or all the Services and features may not be available in all geographies and jurisdictions, and Kitch is under no obligation to make the Services and features available in any geography or jurisdiction.
- 5.2.** Kitch reserves the right to reject the provision of services to any person or entity for any reason at any time.

- 5.3.** Kitch reserves the right, without any obligation, to remove Materials and to suspend or terminate Accounts if determines, by sole discretion, that the goods or services offered on a Store or Channel Partner, or the Materials published or made available on a Store or third-party channel, violate these Terms.
- 5.4.** Kitch is under no obligation to review or screen Materials, although they may do so, and reserves the sole and discretionary right to reject or remove any Materials from the Services, including its Stores and Channel Partners.
- 5.5.** Verbal or written abuse of any nature, including threats of abuse or retaliation, to any employee, service provider, client or member will result in the immediate termination of the Account.
- 5.6.** Kitch reserves the right to provide its services to competitors of the Client and does not guarantee any type of exclusivity in any market segment.
- 5.7.** In order to fulfil its obligations as set forth in these Terms, the Client, its employees, agents and representatives must fully comply with all locally laws and regulations applicable to anti-bribery, anti-money laundering and financial terrorism, anti-monopoly and others applicable to its activities. In addition, you must undergo your activities according to the highest standards of ethics, integrity and good-faith, avoiding a participation, directly and/or through third-parties, in illicit commercial activities.
- 5.8.** Kitch reserves the right to determine, in sole discretion, the rightful ownership of the Account and to transfer an Account to its legitimate Representative. If Kitch is unable to reasonably determine who is the rightful Account Representative, without prejudice to other rights and remedies, Kitch reserves the right to temporarily suspend an Account until a resolution is reached between the disputing parties.
- 5.9.** In the event a dispute of any kind arises regarding the ownership of the Account, Kitch reserves the right to request documentation to determine or confirm ownership of the Account. Documentation may include, but is not limited to, a copy of the Client's commercial registration certificate, official identification documents with photo, the last four digits of a payment card registered with Kitch or proof of your status as an employee of the Client or a third-party entity.

THIS MEANS

We may modify, cancel or reject the provision of our Services at any time.

We do not promise exclusivity to any client.

If there is a dispute about the ownership of a Kitch account, we may suspend the account or transfer it to its rightful owner.

6. Intellectual Property

- 6.1. The Parties agree that ownership of copyrights, intellectual property rights and related rights concerning Kitch, Kitch Platform and Services shall always be deemed to belong entirely to Kitch, in accordance with applicable legislation, and further agree that Kitch may assign all copyrights and intellectual property rights relating to Kitch, in whole or in part, without the need for the Client's consent.
- 6.2. Kitch does not claim any intellectual property rights over the Materials you publish on its Stores or Channel Partners. All Materials provided or published on your Stores or Channel Partners belong and remain your property. You may delete your Stores at any time by deleting your Account.
- 6.3. The Client holds the ownership of all Materials provided or published in Stores or Channel Partners. By providing or publishing these Materials you accept that they may be viewed by others. The Client is responsible for the Material's compliance with any applicable laws or rules.
- 6.4. Kitch has the non-exclusive right and license to use the names, brands and logos associated with your Kitch Brands and its Stores to promote the Services.

THIS MEANS

Kitch Platform belongs to Kitch, which owns its intellectual property and usage rights.

The Materials published or submitted by the Client belong to and are the responsibility of the Client.

7. Confidentiality

- 7.1. "**Confidential Information**" shall include, but not be limited to, any and all information associated with each Party that is not publicly known, including specific business information, processes and procedures, software, product designs, names, addresses, and any other information associated with Clients and Buyers, and potential Clients and Buyers, sales information, pricing and costs, any other unpublished financial information, business plans, marketing data, and any other confidential and proprietary information, whether or not explicitly marked as confidential or proprietary. Kitch Confidential Information includes all information you receive about Kitch or Services, that is not publicly known.

- 7.2.** Each Party accepts and agrees to use the Confidential Information of the other Party only as necessary to perform its obligations under the Terms, and in accordance with any obligations in these Terms. Each Party accepts and agrees to undertake all reasonable efforts to prevent the duplication, disclosure and use of any Confidential Information except (i) by and for its employees, agents and service providers who need access to Confidential Information in order to perform the Party's obligations, who shall be subject to confidentiality obligations to the Party that are at least as stringent as those in the Terms; or (ii) as required by law or court order of the jurisdiction applicable to the Parties provided that, if legally permissible, the Party shall duly notify the other Party with a reasonable period of notice and shall apply reasonable commercial efforts to ensure that such disclosure shall have confidential treatment.
- 7.3.** Confidential Information excludes any information that the receiving Party of the information can prove that: was public knowledge, or was known to the receiving Party, at the time the information was disclosed; was independently developed by the receiving Party without making use of the other Party's Confidential Information; or was otherwise obtained by the receiving Party without violating any provision of these Terms.

THIS MEANS

The Client and Kitch agree that they use any Confidential Information of the other party only to fulfil their obligations under these Terms and that all Confidential Information must be protected and respected.

8. Limitation of liability

- 8.1.** The Client shall be responsible for any claims or requests submitted by the Buyers or any third-parties to Kitch relating to goods and services marketed by the Client, in the Stores, Channel Partners, or through any other sales channels.
- 8.2.** The Client accepts and agrees, to the extent permitted by the applicable law, that Kitch shall not be liable for any direct or indirect damages, including, but not limited to, damages resulting in lost sales, profits, data or information, reputational data, or damages resulting in any other intangible losses, which arise out of the use or inability to use the Services.
- 8.3.** To the extent permitted by the applicable law, in no event shall Kitch or its partners and suppliers be liable for lost sales or profits, or for any direct or indirect damages arising

out of or associated with our website, the Services, or these Terms, regardless of cause and including negligence.

- 8.4.** The Client agrees to indemnify and hold harmless Kitch and, if applicable, Kitch's Parent Company, Kitch's subsidiaries and affiliates, as well as Kitch's partners, employees, officers, directors, agents, service providers and suppliers, from any claim and demand made by third parties, including court costs and attorneys' fees, arising out of the Client's violation of these Terms, the documents the Terms incorporate by reference, or any violation by the Client of any law or right of a third party.
- 8.5.** The use of the Services is sole responsibility of the Client. The Services are provided on an "as is and as available" basis, without warranty of any kind, either express or implied.
- 8.6.** Kitch does not guarantee that the Services will be provided uninterrupted, timely, securely, or error-free.
- 8.7.** Kitch does not guarantee the reliability or accuracy of the results that may be obtained from the use of the Services.
- 8.8.** Kitch is not responsible for any tax obligations of the Client related to the use of the Services.
- 8.9.** Kitch does not guarantee that the quality of products, services, information, or any other materials purchased or obtained by the Client through the Services will meet the Client's expectations or that any errors related to the Services will be corrected.

THIS MEANS

Kitch shall not be liable if the Client violates the law, violates these Terms or disregards the rights of third parties, and if this results in a lawsuit against the Client.

Kitch services may have errors and interruptions. Kitch makes no guarantees of service reliability, and our liability is limited.

9. Waiver, severability, and complete agreement

- 9.1.** Kitch's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of the right or provision.
- 9.2.** If any provision of this Agreement shall be held invalid, void, or unenforceable for any circumstance, such fact shall not affect the validity of the remaining provisions or the unaffected portion thereof, which shall remain in full force and effect.
- 9.3.** These Terms, including the documents incorporated by reference, constitute the entire agreement between the Parties and govern the Client's use of the Services and Account,

superseding any other prior agreements between the Client and Kitch (including, but not limited to, any prior versions of the Terms).

THIS MEANS

If Kitch chooses not to exercise any provision at any time, this does not mean that we will not do so in the future. If any clause is found to be void, this does not affect the validity of the remaining clauses. If there are past agreements between you and Kitch that contradict these Terms, these agreements will not apply. The most recent version of the Terms supersedes any previous versions of the Terms.

10. Costs, payments and remunerations

- 10.1.** The Client must maintain a valid payment method on file with Kitch, insofar as made possible by Kitch, to pay all applicable Charges incurred. Kitch will charge any applicable Charges to any payment method that the Client authorizes ("**Authorized Payment Method**"), and Kitch will continue to make charges to the Authorized Payment Method for the applicable Charges for as long as the Services continue to be provided and until the outstanding Charges are paid in full.
- 10.2.** Costs associated with Kitch's use of the Services may be consulted in the Account, particularly in the billing section.
- 10.3.** The Client will pay Kitch the applicable amounts for its subscription to Kitch Platform ("**Subscription**") as well as any applicable amounts, including, but not limited to, taxes due, service amounts related to sales made at Client's Stores, sales processing costs, and service amounts related to the use of the Deliver service ("**Variable Costs**"); amounts associated with the use of Integrations, or amounts related to the purchase or subscription of hardware and equipment ("**Other Services Costs**"). The aggregate of all costs will be referred to in the Terms as "**Costs**".
- 10.4.** Kitch will transfer to the Client the value of its sales in the Stores on a weekly basis ("**Store Sales**"). The week used as a basis for calculating the value of sales starts on Monday and ends on Sunday ("**Week**"). The transfer should normally be processed automatically by the Tuesday after the end of each week. The execution time of the bank transfer may vary according to several factors, including the bank in question, so the transfer may not reach the Client's account until the Friday after the end of each week. Kitch will not be liable for any delays in transfers for reasons beyond its control.

- 10.5. The Subscription is payable in advance and will be invoiced at 30-day intervals (each date, "**Payment Date**"). The Subscription will be charged to the Client's Authorized Payment Method.
- 10.6. The Variable Costs associated with the transaction in a particular Week will be charged during the following week. Variable Costs can be deducted from the value of the Store Sales and the net amount resulting from the subtraction of the Variable Costs from the Store Sales will be transferred to the Client. If the Variable Costs exceed the Store Sales, the difference between the Variable Costs and the Store Sales will be charged to the Authorized Payment Method for that week.
- 10.7. Other Services Costs may be charged at any time depending on the nature of these costs.
- 10.8. All amounts charged will be duly listed and identified in invoices that will be sent by email to the Representative. Invoices will also be made available in your Account administration panel.
- 10.9. If Kitch is unable to process payment of Charges through the Authorized Payment Method, subsequent attempts will be made within the following days. If, on the third attempt, Kitch is unable to collect the Charges, access to the Client's Account may be suspended and cancelled and, as a consequence, the rendering of Services by Kitch. The Account will be reactivated upon payment of outstanding charges. The Client may not have access to the Account during the suspension period. If the Outstanding Charges are not paid for 60 or more days after the date of suspension, Kitch reserves the right to close the Client's Account.
- 10.10. All Costs exclude any applicable taxes or fees ("**Fees**").
- 10.11. The Client is responsible for paying the Fees that result from subscribing to or purchasing a Kitch product or service.

THIS MEANS

The Client must have a valid payment method associated with its Account.

Sales in the Client's Store will be credited to the Client's account on a weekly basis. From this amount, the Variable Costs due to Kitch, such as the Costs of processing payments or deliveries through the Deliver product, will be subtracted. If the Costs are higher than the Store Sales, the difference, for each week, will be charged to the payment method associated with your Account.

The Subscription for access to Kitch Platform will be charged to the Client in the Payment Method associated with the Client's Account every 30 days.

11. Cancellation and termination

- 11.1.** Either Party may cancel the Account and terminate the Terms at any time and immediately, except where not permitted by the applicable law. In the same way, if the fulfillment of the rights and obligations established by these Terms ceases to be possible, Kitch reserves itself the right to terminate the relationship between the Parties.
- 11.2.** Upon termination of the Services by either Party for any reason: Kitch shall cease providing the Services to the Client and the Client shall lose access to the Account; except as provided in the Terms, the Client shall not be entitled to any refunds or Charges, pro-rata or otherwise; any balance owed by the Client to Kitch for the use of the Services up to the effective date of termination shall be immediately due and payable in full; Client's Stores shall be deactivated.
- 11.3.** If, on the date of termination of the Services, there is any outstanding Cost owed by the Client, Kitch will send the Client a final invoice by email. Once the invoice is paid in full, no further charges will be made to the Client.
- 11.4.** Without prejudice to other remedies, Kitch may suspend or terminate a Client's Account if it is suspected that the Client (by conviction, settlement, insurance investigation or deposit) has carried out fraudulent activity in connection with the use of the Services.

THIS MEANS

The Client may cancel its Account with Kitch at any time.

Kitch may suspend or terminate your Account if there is suspicion of fraudulent activity.

12. Modifications to Terms and Prices

- 12.1.** Prices for use of the Services may change as long the Client is notified at least 30 days in advance. Such notice may be posted on the Website or Dashboard.
- 12.2.** Kitch reserves the right at any time, and from time to time, to modify or discontinue the Services (or part of the Services), with or without written notice (unless required to do so).
- 12.3.** Kitch shall not be liable to the Client or any third party for modifications, price changes, suspension or termination of the Service, except where prohibited by applicable law.

THIS MEANS

Kitch may change or discontinue the Service, at any time, and without being liable for the consequences thereof.

13. Third party products and services

- 13.1.** Kitch may from time to time provide access to, or enable, third party applications, products, and services, including, but not limited to, Integrations (collectively, "**Third Party Services**").
- 13.2.** Third Party Services are made available to the Client for the Client's convenience. The engagement, access and use of any Third-Party Services is the result of an agreement between the Client and the provider of the relevant Third-Party Service ("**Third-Party Provider**"). In addition to these Terms, the Client accepts the applicable terms specific to each Third-Party Service provided by the relevant Third-Party Provider.
- 13.3.** Any use by the Client of Third-Party Services offered through the Services, or the Website, is a Client's option and sole responsibility. The Client is responsible for reading and accepting the terms and conditions and any privacy policies applicable to the Third-Party Services. In some cases, Kitch may receive a portion of the revenue from Third Party Providers recommended to the Client, or with whom the Client interacts as part of its use of the Services or Website.
- 13.4.** Kitch does not make any warranties of the Third-Party Services and does not represent the Third-Party Services and its Third-Party Providers to the Client. The Client agrees that Kitch has no control or responsibility over the Third-Party Services and shall not be liable to the Client or any other party for the Third-Party Services. The provision of Third-Party Services on the Kitch Platform or the Website, or their provision in the form of Integrations, does not constitute or imply an approval, authorization, endorsement, or sponsorship of or by Kitch. Kitch does not guarantee the availability of Third-Party Services and the Client agrees that Kitch may discontinue, in its sole discretion and without obligation to notify the Client, access to any Third-Party Services. Kitch shall not be liable for the suspension, interruption, or suppression of access to any Third-Party Services.
- 13.5.** By installing or activating a Third-Party Service for using with the Services, the Client consents that Kitch gives its Third-Party Provider access to the Client's data and Materials and carries out any other actions necessary for the Third-Party Service to interoperate with the Services. Any other exchanges of information and other Materials, and any other interactions between the Client and the Third-Party Provider occur solely between the Client and the Third-Party Provider. Kitch is not responsible for the disclosure, alteration, or suppression of the Client's information or other Materials or for

any loss or damage resulting from Third Party Provider's access to the Client's information or other Materials.

- 13.6.** The relationship between the Client and any Third-Party Provider is strictly between the Client and the Third-Party Provider. Kitch has no obligation to intervene in any dispute arising between the Client and any Third-Party Provider.
- 13.7.** Kitch may not be held liable under any circumstances for any direct or indirect damages attributable to any Third-Party Providers or arising out of the contractual relationship between the Client and any Third-Party Provider.
- 13.8.** The Client agrees to indemnify and hold Kitch and, if applicable, Kitch's Parent Company, Kitch subsidiaries and affiliates, as well as Kitch's partners, employees, officers, directors, agents, service providers and suppliers, harmless from any claim or demand made by third parties including court costs and legal fees, arising out of the use of a Third-Party Service or the relationship between the Client and a Third-Party Provider.

THIS MEANS

Kitch is not responsible for services provided by third parties, including Integrations, and you use them at your own risk. By using these services on the Kitch platform you allow us to share your information with these services.

14. Beta services

- 14.1.** Kitch may, from time to time and at its sole discretion, invite the Client to use, on a trial basis, pre-release or beta version features that are under development and are not yet available to all users of the Kitch Platform ("**Beta Services**").
- 14.2.** The use of the Beta Services may be subject to additional terms and conditions, which Kitch shall communicate to the Client before the Client uses Beta Services.
- 14.3.** Where the use of Beta Services is not subject to additional terms and conditions, the provisions of these Terms shall apply mutatis mutandis.
- 14.4.** Beta Services and all conversations and materials associated with them, shall be considered Confidential Information and subject to the confidentiality provisions of these Terms. Without limiting the generality of the foregoing, the Client accepts and agrees that it will not make any public statements and will not disclose its participation in the Beta Services without Kitch's prior written consent.
- 14.5.** Kitch makes no guarantees about the operation of the Beta Services. Kitch may discontinue Beta Services at its sole discretion and at any time. Kitch shall not be liable for any damages or losses arising from the use of or related to the Beta Services. Kitch

may change or not release, at its sole discretion, a final or commercial version of a Beta Service.

THIS MEANS

Kitch may make Services available to the Client in a beta version. Kitch shall not be responsible for the proper functioning of these Services. The Client may not disclose its access to Beta Services unless previously authorized in writing by Kitch.

15. Privacy and private data protection

- 15.1.** Kitch is committed to protecting the privacy of personal information associated with the Client and the personal information of the Client's Buyers.
- 15.2.** By using the Services, the Client accepts and agrees that Kitch's collection, use and disclosure of personal information is governed by Kitch's Privacy Policy.

THIS MEANS

Kitch's collection and use of personal information is governed by our Privacy Policy.