

KALO TERMS AND CONDITIONS

Effective Date: November 1st, 2023

1. Agreement to Terms

Welcome to Kalo. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at support@joinkalo.com, 9100 Wilshire Blvd. East Tower Suite 333 #1062 Beverly Hills, CA 90212.

These Terms of Use (the “Terms”) are a binding contract between you and Kalo Incorporated (“Kalo,” “we” and “us”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services.

These Terms include the provisions in this document, as well as those in the Privacy Policy and the Copyright Dispute Policy. Your use of or participation in certain Services may also be subject to additional policies, rules and/or conditions (“Additional Terms”), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these Additional Terms.

Please read these Terms carefully. They cover important information about Services provided to you and any charges, taxes, and fees we bill you. These Terms include information about future changes to these Terms, automatic renewals, limitations of liability, a class action waiver and resolution of disputes by arbitration instead of in court.

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

2. Kalo Inc. as a Neutral Platform

Kalo Inc. provides a neutral venue that enables communication and transactions between users (“Users”) and brands, creators, or event organizers (“Brands”). As a provider of this venue, Kalo Inc. does not own, create, sell, resell, control, manage, offer, deliver, or otherwise provide any Events or Brand Services. Brands alone are responsible for their Brand Services. When a Brand invites a User to attend an Event or consume Brand Services, and the User accepts that

invitation or otherwise engages with the Brand, the User is entering into a direct transaction with the Brand. Kalo Inc. is not a party to, nor a participant in, any transaction or relationship—contractual or otherwise—between Users and Brands, and is not acting as an agent in any capacity for any User or Brand.

3. Arbitration Notice and Class Action Waiver

EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION AGREEMENT SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

4. Changes to Terms

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the joinkalo.com website, by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

5. Privacy

Kalo takes the privacy of its users very seriously. The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13.

We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us.

If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at support@joinkalo.com.

6. Basic Use of Kalo

You may be required to sign up for an account, and select a user name (“Kalo User ID”). You promise to provide us with accurate, complete, and updated registration information about yourself.

You may not select as your Kalo User ID a name that you don’t have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

Kalo enables users to host events, manage guest lists, and send text messages to attendees. Verified hosts have additional privileges, including the ability to organize and host events. Guests can easily RSVP to events, and users can apply to become part of the platform.

By using Kalo, you acknowledge and agree to abide by our community guidelines, respect the privacy of other users, and adhere to the principles of responsible event hosting. Kalo reserves the right to suspend or terminate accounts that violate these terms.

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you’ve received your parent’s or guardian’s permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf).

You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you.

If your use of the Services is prohibited by applicable laws, then you aren’t authorized to use the Services. We can’t and won’t be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You’re responsible for any activity associated with your account.

6A. Accounts and Account Security

Brands and most, but not all, Users must maintain an account on our Services. If you are a User, you may use our Services in the capacity of a “member” (a “Member User”) in which case you must apply for an account, or you may use certain features of our Services on a limited basis in the capacity of a “non-member” (a “Non-Member User”). For prospective Member Users, we may accept or reject your application in our sole discretion for any reason or no reason. For clarity, these Terms apply to you whether or not you maintain an account.

For all applications and accounts, you must provide accurate information and promptly update your information if it changes. You also must maintain the security of your account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. You may not permit others to use your account credentials and are responsible for

all uses of your account, even if used without your permission. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.

6B. Additional Terms for Verified Organizations

You are solely responsible for all aspects of your Events and Brand Services, including, but not limited to, their safety, suitability, condition, and delivery, as well as your actions and omissions related to them. When listing an Event or Brand Service on the platform, you must provide complete and accurate details, disclose any known limitations, restrictions, or requirements, supply any additional information requested by **Kalo Inc.**, and comply with all applicable guidelines, policies, and requirements set by **Kalo Inc.**

When a User accepts your invitation to attend an Event or otherwise consume Brand Services, you are transacting solely with that User and not **Kalo Inc.**, including, as applicable, entering into any legally binding agreements with that User. We are not responsible for such transactions or agreements.

You are responsible for maintaining and publicly posting a legally compliant privacy policy that accurately and completely describes your collection and use of User information under Kalo's 'Add Custom Terms and Conditions' feature.

You are solely responsible for complying with all applicable laws, regulations, ordinances, and requirements related to your Events and other Brand Services. This includes, but is not limited to, obligations concerning taxes, payment processing, data protection and privacy, permits or licensing, zoning, and safety compliance.

If you choose to use the Services as a Brand, your relationship with **Kalo Inc.** is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of **Kalo Inc.** for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of **Kalo Inc.** **Kalo Inc.** does not, and will not be deemed to, direct or control you generally or in your performance under these Terms specifically, including, without limitation, in connection with your provision of any Events or other Brand Services. You acknowledge and agree that you have complete discretion whether to list any Events or other Brand Services or otherwise engage in other business activities.

6C. Misuse of Platform Access

As a Verified Organization, you may be granted access to proprietary software tools, systems, and features developed by Kalo Inc. for organizational use. You agree that it is strictly prohibited to misuse this access, including but not limited to copying, reproducing, reverse engineering, repurposing, or otherwise misappropriating any proprietary information, code, or data made available to you through the Kalo platform. Any attempt to extract, steal, or commercially exploit Kalo Inc.'s intellectual property or confidential systems constitutes a material breach of these

Terms and may result in immediate suspension or termination of your access, legal action, and other remedies available at law or in equity.

6D. Kalo-Hosted Events

Although most Events available through the platform are hosted by third parties, in the event that you attend an Event hosted directly by Kalo Inc., you agree to waive and release Kalo Inc., its officers, employees, contractors, affiliates, event producers, and their insurers from any and all claims, liabilities, or causes of action arising from or related to your attendance or participation, including but not limited to claims for personal injury, property damage, or wrongful death.

7. Commercial Use.

The Service is for personal use only. You may not use the Service or any content contained in the Service (including, but not limited to, content of other users, designs, art, text, graphics, images, video, logos, software, and computer code) in connection with any commercial endeavors, such as promotion of a business, or advertising or soliciting any user to buy or sell any products or services not offered by the Company. Users of the Service may not use any information obtained from the Service to contact, advertise to, solicit, or sell to any other user without his or her prior explicit consent. Organizations, companies, and/or businesses may not use the Service for any purpose except with our express consent, which consent may be withheld in our sole discretion.

8. Messaging and Communications

As part of the Services, you may receive communications through the Services, including messages that Kalo sends you (for example, via email or SMS). When signing up for the Services, you will receive a welcome message and instructions on how to stop receiving messages.

By signing up for the Services and providing us with your wireless number, you confirm that you want Kalo to send you information regarding your account or transactions with us that we think may be of interest to you, which may include Kalo using automated dialing technology to text you at the wireless number you provided, and you agree to receive communications from Kalo, and you represent and warrant that each person you register for the Services or for whom you provide a wireless phone number has consented to receive communications from Kalo.

You agree to indemnify and hold Kalo harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing.

9. SMS Terms of Use

1. Kalo is a premier event hosting platform. We use SMS to send you a verification code at account creation or account recovery, information about events, and to notify guests of the status of applications and RSVPs.
2. You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.
3. If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at support@joinkalo.com.
4. Carriers are not liable for delayed or undelivered messages.
5. As always, message and data rates may apply for any messages sent to you from us and to us from you. We only use SMS to send you a verification code at account creation or account recovery. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
6. If you have any questions regarding privacy, please read our privacy policy: <http://beta.joinkalo.com/privacy-policy>

10. Prohibited Use of the Services

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including Kalo);
- (b) Violates any law or regulation, including any applicable export control laws and recording laws;

- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Jeopardizes the security of your Kalo account or anyone else's (such as allowing someone else to use the Services as you);
- (e) Attempts, in any manner, to obtain the account or other security information from any other user;
- (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (h) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (i) Copies or stores any significant portion of the Content;
- (j) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

11. Intellectual Property and Content Rights

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws.

You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you,

- (i) without the prior consent of the owner of that Content or
- (ii) in a way that violates someone else's (including Kalo's) rights.

You understand that Kalo owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

12. User Submissions and License Grant

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions.

Please note that all of the following licenses are subject to our Privacy Policy (<http://beta.joinkalo.com/privacy-policy>) to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Kalo a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Kalo account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant Kalo the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to one or more other users) (a “Limited Audience User Submission”), then you grant Kalo the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so.

Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a “Public User Submission”), then you grant Kalo the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all Kalo users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services, provided that Kalo will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Services.

Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, sublicenseable, irrevocable, and worldwide, provided that when you delete your Kalo account, we will stop displaying your User Submissions (other than Public User Submissions, which may remain fully available) to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from Kalos' records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that Kalo, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

13. Responsibility for Content and Interactions

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it.

We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services.

We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Kalo. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Kalo is not responsible for such risks.

We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Kalo has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party

that you interact with through the Services. In addition, Kalo will not and cannot monitor, verify, censor or edit the content of any third party site or service.

By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals.

You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that Kalo shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that Kalo is under no obligation to become involved.

In the event that you have a dispute with one or more other users, you release Kalo, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

14. Changes to the Services

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services.

We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical.

Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

15. Fees and Charges

The Kalo Services are currently free. We reserve the right to charge for certain or all Services in the future. We will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services.

Note that if you elect to receive text messages through the Services, data and message rates may apply. Any and all such charges, fees or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees or costs may apply to your use of the Services.

16. Termination of Use

You're free to stop using the Services at any time, by contacting us at support@joinkalo.com; please refer to our Privacy Policy (<http://beta.joinkalo.com/privacy-policy>), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Kalo is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. Kalo has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

17. Mobile Application Terms

(a) Both you and Kalo acknowledge that the Terms are concluded between you and Kalo only, and not with any specific platform provider, and that platform providers are not responsible for the Application or the Content.

(b) The Application is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services.

- (c) You will only use the Application on devices that you own or control.
 - (d) You acknowledge and agree that the platform provider (e.g., Apple) has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
 - (e) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify the platform provider of such failure; upon notification, the platform provider's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application.
 - (f) You acknowledge and agree that Kalo, and not the platform provider, is responsible for addressing any claims you or any third party may have in relation to the Application.
 - (g) You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Kalo, and not the platform provider, will be responsible for the investigation, defense, settlement, and discharge of any such infringement claim.
 - (h) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.
 - (i) Both you and Kalo acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use.
 - (j) Both you and Kalo acknowledge and agree that platform providers and their subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, platform providers will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.
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18. Warranty Disclaimer

Neither Kalo nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services.

We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services.

Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided “AS IS” and without any warranty of any kind from Kalo or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). Kalo Inc. is not responsible for the actions or omissions of third parties, including those who assist in delivering the Services, third parties contracted by Brands, or any Users with whom you interact.

THE SERVICES AND CONTENT ARE PROVIDED BY KALO (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

19. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL KALO (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR

(A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION,

OR

(B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO KALO IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM,

OR

(C) ANY MATTER BEYOND OUR REASONABLE CONTROL.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

20. Assumption of Risk

You assume all risks associated with attending or participating in any Event, whether virtual or in person. Some Events may carry inherent risks, such as illness, injury, disability, or death, and by attending or participating, you voluntarily assume those risks. You agree that you are solely responsible for ensuring your own safety and for evaluating whether an Event or Brand Service is appropriate for you.

21. No Endorsement or Guarantee

Kalo Inc. assumes no liability or responsibility for any damages, injuries, claims, or losses arising out of or related to Brand Services or any transaction or relationship between a User and a Brand. We do not and cannot guarantee the existence, legality, quality, safety, suitability, or performance of any Event or Brand Service. We also do not guarantee the accuracy or truthfulness of any Event or Brand description, review, rating, or other content provided by Users or Brands. Kalo Inc. does not endorse or certify any Brand, User, Event, or Brand Service, and any statements made within the platform should not be interpreted as endorsements, guarantees, or warranties. Descriptions of any Brand, Event, or User are informational only and not intended to convey safety, legitimacy, or suitability.

You are solely responsible for exercising due diligence and caution before engaging with any Event or Brand. Kalo Inc. may take certain actions or implement tools with the intent to reduce fraudulent, unsafe, or illegal behavior on the platform. However, Kalo Inc. does not assume liability or responsibility for doing so and disclaims any obligation to monitor, screen, or otherwise control User activity. We do not guarantee that any warnings or risk notifications will be accurate, complete, timely, or effective in preventing harm.

22. Indemnification

To the fullest extent allowed by applicable law, You agree to indemnify and hold Kalo, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to

(a) your use of the Services (including any actions taken by a third party using your account), and

(b) your violation of these Terms.

In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

23. Arbitration Agreement

Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with Kalo and limits the manner in which you can seek relief from Kalo.

Both you and Kalo acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, Kalos' officers, directors, employees and independent contractors ("Personnel") are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

(a) Arbitration Rules; Applicability of Arbitration Agreement. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in Los Angeles, California. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "Rules") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) Costs of Arbitration. The Rules will govern payment of all arbitration fees. Kalo will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. Kalo will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) Small Claims Court; Infringement. Either you or Kalo may assert claims, if they qualify, in small claims court in Los Angeles, California or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(d) Waiver of Jury Trial. YOU AND KALO WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Kalo are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Kalo over whether to vacate or enforce an arbitration award, YOU AND KALO WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON

AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Kalo is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) Opt-out. You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: 9100 Wilshire Blvd. East Tower Suite 333 #1062 Beverly Hills, CA 90212 postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms' arbitration agreement.

(g) Exclusive Venue. If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or Kalo to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and Kalo agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, Los Angeles, California or the federal district in which that county falls.

(h) Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with Kalo.

24. Miscellaneous

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that Kalo may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit.

The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder.

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.

You and Kalo agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Kalo, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms.

You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Kalo, and you do not have any authority of any kind to bind Kalo in any respect whatsoever.

Except as expressly set forth in the section above regarding the Apple Application, you and Kalo agree there are no third party beneficiaries intended under these Terms.

25. Notice

The Company may provide you with notices, including those regarding these Terms of Use, using any reasonable means, which may include email, SMS, MMS, text message or postings in the Service. Such notices may not be received if you violate these Terms of Use by accessing the Service in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.