

KODAKIT
General Terms and Conditions
(as of March 14, 2017)

1. THIS IS AN AGREEMENT BETWEEN YOU AND KODAKIT PLEASE CAREFULLY READ ALL OF THE FOLLOWING GENERAL TERMS AND CONDITIONS BEFORE USING THE KODAKIT SERVICE.

You are either an individual or business seeking photography services (a “Client”) or an individual (or individual acting through a business entity which you own) seeking to perform photography services (a “Photographer”). These general terms and conditions (“Terms”) govern your use of the “Platform” which is comprised of www.kodakit.com and any related applications (including applications on mobile phones and devices (“Mobile Apps”) and includes their respective internet-based services, features, content, and functionality (the “Service” or “Services”). Kodakit (Singapore) Pte. Ltd., a private limited company formed under the laws of Singapore (“Company”), is the owner and operator of the Platform. Company and its licensors, suppliers, affiliates, agents, directors, officers, employees, representatives, successors, and assigns (referred to collectively with Company as “we”, “us”, or “our”) may, at our sole discretion, and at any time, discontinue this Platform, in whole or in part, or may prevent or restrict your use of the Platform or any Service, in each case with or without notice to you. By accepting these terms and conditions, or by using the Platform, you agree to be legally bound by these Terms which incorporates by reference our [Privacy Notice](#) (“Privacy Notice”), the [Photographer Terms and Conditions](#) (“Photographer Agreement”), our [Copyright Infringement Policy](#) (“Copyright Infringement Policy”), and our Branding Guidelines that we make available to you from time to time (“Branding Guidelines”). If you do not agree to these Terms, please do not use the Platform.

2. HOW WE MAY MODIFY THESE TERMS, THE PLATFORM AND THE SERVICES

We reserve the right to change the term and conditions under which we offer the Platform or any of our Services at any time, for any reason, and without notice, and such modifications shall be deemed effective immediately upon posting of the modified terms. You are responsible for regularly reviewing these Terms, because your continued use of the Platform following the posting of changes to these Terms will mean you accept those changes. If, at any time, you do not wish to accept the Agreement, you should immediately discontinue any use of the Platform. Any terms and conditions proposed by you which are in addition to or which conflict with these Terms are expressly rejected by us and shall be of no force or effect. In agreeing to the terms and conditions of these Terms, you agree that we may at any time, in our sole and absolute discretion, with or without prior notice to you, modify, cancel, update, reconfigure, supplement, limit, terminate, or otherwise alter the Platform, the Services or any part thereof, including as between different users of the same Services, whether temporarily or permanently.

3. CLIENTS, PHOTOGRAPHERS AND USER ACKNOWLEDGEMENTS

The Platform enables Kodakit, Client and the Photographer to connect and meet the photography service needs of the Client. For purposes of these Terms, Client and Photographer are individually, a “User” and collectively, the “Users” and the images resulting from the photography services are “Commissioned Photos”. All Users are required to enter into these Terms with us. In addition, our agreement with Photographers is supplemented by the Photographer Agreement and our agreement with a Client may be supplemented by a separate written agreement with us (a “Client Agreement”). Except as otherwise expressly agreed in writing, (a) we are not responsible or liable for the actions or omissions of any Users and you acknowledge that we do not have any control over the performance, quality, timing, pricing, legality or any other aspect of an engagement for photography services between Users, including the Commissioned Photos.

4. ACCOUNT REGISTRATION

In order to take advantage of certain features of the Services, you will be required to create an account (an "Account"). You represent and warrant that all registration information provided by you in connection with accessing and/or using the Services is true, accurate, current and complete at the time of registration and you undertake to update all such registration information if at any time during your use of the Platform or Services such information becomes untrue or inaccurate. If you are a Photographer, the Services available on, or through, the Platform are only intended for an individual photographer (or an individual photographer operating as a business entity) and are not to be used by more than one individual per Account. Our use of any personal information that you provide to us during the account creation process is governed by our Privacy Notice. You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. When you create an Account, you agree to take full responsibility for maintaining the confidentiality of your Account user name and password, and for all activity that is generated by your Account. Accordingly, you understand and agree that you will be liable for any activity performed by anyone using your Account, including, without limitation, any comments made, charges incurred or photography service commitments. You agree to immediately notify us in writing of any unauthorized use of your Account or any other breach of security.

5. LICENSE, RIGHT TO ACCESS AND RESTRICTIONS ON USE

Subject to your compliance with these Terms, we hereby grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable limited license to: (i) access and use the Platform on a device that you own or control solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services to you, in each case solely for your personal use. Any rights not expressly granted herein are reserved by Company and its licensors.

6. MOBILE DEVICES AND APPS

We may from time to time make available Mobile Apps that permit the Platform to be accessed and operated through smart phones or other mobile devices. The Mobile Apps are licensed, not sold, to you for use only under these Terms. This license does not allow you to use the Mobile Apps on any mobile device that you do not own or control, and you may not distribute or make the Mobile Apps available over a network, or where it could be used by multiple devices at the same time. These Terms will govern any upgrades provided by us that replace and/or supplement the original Mobile App, unless such upgrade is accompanied by a separate license designated by us, in which case the terms of that separate license will govern. We do not guarantee that the Mobile Apps will be available for, or function in connection with, all smart phones or other mobile devices. For Mobile Apps that you download from the iTunes® Store for use with your Apple Inc. ("Apple") mobile device ("Apple Mobile Apps"):

1. You acknowledge that these Terms are concluded between you and Company only, and not with Apple, and that Company, not Apple, is solely responsible for the Apple Mobile Apps and the content thereof;
2. You agree to the iTunes Store Terms of Service and you will only use the Apple Mobile Apps solely as permitted by the Usage Rules set forth in the Apple App Store Terms of Service (the "Usage Rules"), which you acknowledge you have had the opportunity to review; provided, however, that if these Terms include more restrictive terms than the Usage Rules, then such more restrictive terms will supersede the conflicting terms in the Usage Rules;
3. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple Mobile App;
4. In the event of any failure of any Apple Mobile App to conform to any applicable warranty, you may notify Apple, and Apple will refund to you the purchase price (if any) for the Apple Mobile App and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple Mobile App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Company's sole responsibility (subject to the qualifications, disclaimers and limitations set forth in these Terms);
5. You acknowledge that (i) in the event of any third party claim that the Apple Mobile App or your possession and use of the Apple Mobile App infringes that third party's intellectual property rights, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, and (ii) Company, not Apple, is responsible for addressing any of your claims or those of any third party relating to the Apple Mobile App or your possession and use of the Apple Mobile App, including (A) product liability claims, (B) any claim that the Apple Mobile App

fails to conform to any applicable legal or regulatory requirement, and (C) claims arising under consumer protection or similar legislation, in each instance, subject to the qualifications, disclaimers and limitations set forth in these Terms (which will not be construed in a manner that would limit Company's liability beyond the extent permitted by applicable law); and

6. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right, and will be deemed to have accepted the right, to enforce these Terms against you as a third party beneficiary thereof. Apple® and iTunes® are registered trademarks of Apple Inc. As part of the registration process you will be requested to opt-in and consent to our use of your smart phone or mobile device number for calls and texts to provide, perform and improve the Service. While we do not assess any charge for use of your device, standard charges of your wireless carrier may apply (e.g., messaging). You may opt-out of receiving text messages from us at any time by emailing us at support@kodakit.com . You acknowledge that opting out of receiving text messages may impact your use and enjoyment of the Services.

In order to use a Mobile App, you may also need to purchase an appropriate data plan from your wireless carrier and we are not responsible for overages or for actions that your wireless carrier may take against you for using data in violation of your wireless carrier's service terms.

7. PROHIBITED ACTIVITIES

You agree not to, and represent and warrant you will not, use the Platform or Services (i) to violate or infringe upon the rights of others in any way, including without limitation any intellectual property, privacy, likeness, publicity or other proprietary rights (collectively, "Proprietary Rights"), (ii) to violate or facilitate the violation of any law, regulation or ordinance or to encourage others to violate any of the same, (iii) to send unsolicited communications of any type or nature, including without limitation to contact Users for employment, contracting or any purpose not related use of the Services as set forth herein, (iv) to transmit, relay, or otherwise communicate vulgar, unlawful, obscene, profane, tortious, hateful, libelous, indecent or otherwise offensive or objectionable materials or information, (v) to falsify your identity or impersonate another person; or (vi) to engage in conduct that limits the use and enjoyment of the Services, or any part thereof, by other users in any way, in each case as determined by us in our sole and absolute discretion. In addition, you agree not to and will not assist another to (1) reverse engineer, disassemble, alter, decompile, duplicate, create derivative works from, make copies of, extract information from, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Platform or Services, in whole or in part, except as expressly permitted by us; (2) upload, post or store any materials that directly or indirectly contain viruses, corrupted files or any other similar harmful mechanism; (3) link to, mirror or frame any portion of the Platform without our prior express written permission; (4) scrape, index, survey, or data mine any portion of the Platform or Services or unduly burden or hinder the operation of the Platform or Services; (5) attempt to gain unauthorized access to or impair any aspect of the Platform or Services or its related systems or networks; or (6) remove any notice of Proprietary Rights from any portion of the Platform or Services.

8. TERMINATION; VIOLATIONS; ACCESS RESTRICTION

We may terminate these Terms, or terminate or suspend your access to the Platform at any time, with or without cause, and with or without notice. Upon such termination or suspension, your right to use the Platform and its Services will immediately cease. If you violate these Terms in any way, we shall have the right, in our sole discretion, to terminate, modify or suspend access to your Account or take any other action we deem appropriate. We may investigate violations of these Terms and may involve and cooperate with law enforcement authorities in taking legal action against Users who are involved in such violations, including without limitation pursuing civil, criminal and injunctive redress. You hereby waive and hold us harmless from any claims resulting from any action we take during or as a result of our investigation and from any actions taken as a consequence of such investigations by use or law enforcement authorities. You agree not to register under a different username or identity after your Account has been suspended or terminated, including in the name of a third party even if you are acting on behalf of such third party. These Terms shall remain enforceable against you even after the termination or suspension of your Account. You may terminate these Terms at any time by ceasing your use of the Platform and its Services. All sections of these Terms which by their nature should survive the expiration or termination of these Terms shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of these Terms.

9. YOUR MATERIALS

Certain of the Services may permit you to use your Account to upload, post or submit materials and other forms of expression, including Commissioned Photos and Client reviews (“Reviews”) of a Photographer (collectively, “Your Materials”). You are solely responsible for Your Materials, and we act merely as a passive conduit for your online distribution of Your Materials. We have no obligation to monitor Your Materials, but reserve the right to refuse to post, edit, truncate or remove Your Materials for any reason. You represent and warrant that you possess all necessary Proprietary Rights to upload, post or submit Your Materials and grant the licenses herein, including, without limitation, all necessary consents, releases and permissions of each identifiable individual appearing in Your Materials. You are solely liable for any damages that may arise as a result of any infringement of such Proprietary Rights, or any other damages resulting from making Your Materials available on the Platform. Client agrees that its Reviews will (a) be based on your actual personal experience with a Photographer; (b) be accurate, honest, truthful and complete; (c) not relate to any Photographer for which you have an employment or independent contractor relationship (other than an independent contractor relationship arising from use of the Platform) or family relationship; (d) not result in any compensation to You; and (e) not include comments on the reviews of third parties. By submitting Your Materials on the Platform or through the Services, you hereby grant us an irrevocable, perpetual, unrestricted, transferable, fully-paid, royalty-free, and worldwide license to use, reproduce, broadcast, modify, adapt, translate, transmit, sell, store, privately and publicly display, privately and publicly perform, create derivative works based upon, distribute, and promote Your Materials through all or any portion of the Platform or Service, including without limitation, such other products or services as we may designate in any medium now known or hereafter devised, for editorial, commercial, promotional and all other purposes. You also hereby irrevocably and unconditionally waive the right to be identified as the author of Your Materials and waive all rights to which you may be entitled under applicable law in relation to the title vested in Company and its successors and assigns and their respective use of Your Materials.

10. PROPRIETARY INFORMATION

You acknowledge and agree that the Platform and Services (including without limitation, any related text, materials, graphics, software, sound, data, advertising, and other related content and any proprietary databases, software, servers, components, and algorithms necessary to operate and provide the Services) contain the proprietary and confidential information of us or our licensors, and are protected by applicable Proprietary Rights. All contents of the Platform are copyrighted by the Company, its affiliates or their respective licensors. The Company name and any marks for the products and services referenced herein are trademarks of Company, its affiliates or their respective licensors. Any rights not expressly granted herein are reserved.

11. TRADEMARK INFORMATION

In order to ensure that the public can recognize that a Photographer offers photography services on the Platform, Company grants to each Photographer, subject to the terms and conditions of this Terms, a non exclusive permission to display the KODAKIT trademark (the “Trademark”) only on and in connection with the offering of photography services by Photographer solely as authorized by this Terms. A Photographer may only use the Trademark in the form, color and manner specified by us and a Photographer must display its own trading name in the proportions specified by Company. Any materials bearing the Trademark must comply with the Branding Guidelines or be first approved by Company in writing. You agree to immediately stop any use that is not expressly permitted by this Section. The foregoing permission is personal to a Photographer and is not assignable, sub-licensable or transferable for any reason or in any manner. Any attempts to do so will be null and void and will permit us to terminate the aforementioned grant. Except as expressly provided in this Section, a Photographer may not directly or indirectly (i) use the Trademark in any manner on any goods or services of any kind other than to denote that Photographer offers photography services on the Platform, (ii) use any trademark or trade dress of us or our affiliates other than the Trademark, (iii) combine the Trademark with any other product, design, name, symbol, or trademark, or (iv) adopt, use, register or attempt to register the Trademark as a trademark, service mark, design, trade name, copyright, corporate name, domain name, social media identifier or as part thereof. Except for the permission expressly granted in this Section, we do not assign, license or grant, and nothing in these Terms is intended to be or will be construed as an assignment, license or grant of any right, title, or interest in the Trademark or in any copyright, design, trademark, trade dress, domain name, social media user name, proprietary information, trade secret, know-how, patent, technology, know-how or other intellectual property, or other property right.

The Users have no right to transfer to third parties any of the rights relating to the Trademark granted by us under these Terms.

You will not register the Trademark or any trademark, copyright, design, trade dress, domain name, social media user name or other intellectual property or other property right that contains the Trademark. You have no right to prosecute any claims against any party for infringement of the Trademark.

12. LINKING TO THE PLATFORM

Subject to the terms and conditions of this Terms, you are permitted to link to our homepage for the Platform or any page you may have created on the Platform as a Photographer to showcase your photography services. You may not link to the Platform in a manner that may damage our reputation or take advantage of it or suggest an approval or endorsement without our prior written consent. You may not establish a link from any website that is not owned by you. You agree to cooperate with us in causing any unauthorized linking immediately to cease. We reserve the right to withdraw linking permission without notice.

13. INFORMATION FROM PLATFORM AND SERVICES

We do not warrant or guarantee the accuracy, completeness or timeliness of any information available via the Services or on the Platform. We do not authorize the use of information available via the Services or on the Platform for any purpose other than your personal use. You may not resell, redistribute or use this information for commercial purposes. We do not endorse or recommend any particular product or service or its provider.

14. VETTING OF USERS

Certain vetting methods may be used in connection with the Service, including a verification of identity of Users and a criminal background check for Photographers. Such vetting methods shall be in accordance with applicable law and performed by third party service providers. You hereby give your consent for us to have performed such verifications and background checks in the manner and frequency as we deem reasonably necessary so long as such is performed in compliance with applicable law. Even though we may use such vetting methods, we cannot unequivocally confirm the identity of each User. As such, we do not assume any liability for the accuracy or reliability of such vetting methods or any information provided through the Service.

15. ADVERTISING

You understand and agree that the Service may include third party advertisements and that these advertisements are necessary for us to provide the Service. Your business dealings or interactions for products and services with these third party advertisers are solely between you and such third party as we do not endorse, approve, or control any such products or services. We shall not be liable for any damages resulting from the presence of advertisements for third party products and services on the Platform.

16. THIRD PARTY LINKS AND SERVICES

Certain portions of the Platform contain features and functionality that may link to or be provided from a third party, including without limitation any payment service provider, website platforms, directories, servers, networks, and systems (collectively, "Third Party Services"). We provide access to these Third Party Services to you as a convenience only and we do not, in any way, control or manage such Third Party Services. As such, we are not responsible for the content, functionality, accuracy, truthfulness, or availability of such Third Party Services or any link contained therein. By making such Third Party Services available via the Platform, we are not endorsing or warranting such Third Party Services in any way. We cannot be responsible for the content, security, terms or privacy policies of such Third Party Services.

17. FEEDBACK

We appreciate our Users' interest in improving and expanding the Platform and Services. If you choose to send us content, information, ideas, suggestions or other materials relating to the Platform, Services or our business ("Feedback"), you hereby assign such Feedback to Company, and you agree that we are free to use any Feedback, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

18. AVAILABILITY

Our goal is to provide a service with outstanding uptime and reliability. Planned downtime, intellectual property claims and matters outside of our reasonable control are some of the circumstances that may lead to the Platform or some of the Service being unavailable. Although we strive to operate without interruption, we do not guarantee that the Platform or any Service will always be made available.

19. INFORMATION SECURITY

We have used commercially reasonable efforts to implement a variety of administrative, managerial, and technical security measures designed to protect your personal information from unauthorized use and disclosure. We cannot, however, guarantee security of the information contained in your Account, Your Materials or otherwise collected by us and we cannot promise that such measures will prevent third party "hackers" from illegally accessing the Platform, Services or their contents. We are not responsible or liable for any third party access to or use of the information contained in your Account, Your Materials or otherwise collected by us.

20. WORKER CLASSIFICATION

We are not a placement agency and the Service is not an employment service. We will not be liable for any tax or withholding obligations or payment of any benefits, including but not limited to unemployment insurance, workers' compensation, disability insurance, employer's liability, or payroll withholding tax in connection a Photographer's performance of photography services hereunder. Each Photographer will indemnify, defend and hold harmless us harmless from any and all claims alleging we are the Photographer's employer and any claims under any employment-related laws, such as those relating to employment termination, employment discrimination, harassment or retaliation, as well as any claims for straight time or overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, disability benefits, or any other employee benefits.

In no event shall a User have the authority to enter into written or oral agreement on our behalf. You acknowledge that, except as otherwise mutually agreed in writing, we do not, in any way, supervise, direct, or control the services of a Photographer. We do not determine a Photographer's work hours or location of work. We will not provide any equipment, labor or materials needed to perform any photography services.

21. PROMOTIONAL CODES

From time to time, we may create promotional codes to incentive use of the Platform that may be redeemed for Account credit, or other features or benefits related to the Services, subject to any additional terms that we establishes on a per promotional code basis ("Promotional Codes"). You agree that Promotional Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by us; (iii) may be disabled by us at any time for any reason without liability to us; (iv) may only be used pursuant to the specific terms that we establish for such Promotional Code; (v) are not valid for cash; and (vi) may expire prior to your use. We reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promotional Codes by you or any other user in the event that we determine or believes that the use or redemption of the Promotional Code was in error, fraudulent, illegal, or in violation of the applicable Promotional Code terms or these Terms.

22. DISPUTE RESOLUTION

We reserve the right, but do not have the obligation, to monitor or take any action we deem appropriate regarding disputes between Users. We urge Users to cooperate with each other to promptly resolve any such disputes. You agree that any dispute, claim or controversy arising out of or relating to these Terms, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between you and the Company, except that each party retains the right to bring an individual action to seek injunctive or other equitable relief in a court of competent jurisdiction located in Singapore to prevent the actual or threatened infringement, misappropriate or violation of a party's Proprietary Rights. You acknowledge and that you and Company are each waving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. This "Dispute" Section will survive any termination of these Terms. The arbitration will be administered by the International Chamber of Commerce ("ICC") in accordance with its rules then in effect,

except as modified by this “Dispute” section (the “Rules”). A party who desires to initiate arbitration must deliver the other party with a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within thirty (30) days (the “Initial Period”) after either party to these Terms delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. Unless you and the Company otherwise agree, the arbitration will be conducted exclusively in the English language at a site specified by the Company in Singapore. If your claim does not exceed \$10,000 SGD, then the arbitration will be conducted solely on the basis of documents you and the Company submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000 SGD, your right to a hearing will be determined by the Rules. Subject to the Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. The arbitrator will render an award within the time frame specified in the Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in a court in Singapore. The arbitrator’s award damages must be consistent with the terms of the “Limitation of Liability; Your Exclusive Remedy” section below as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. Each party shall bear all costs and expenses (including of its own counsel, experts and witnesses) involved in preparing and presenting its case. The award of the arbitrators, however, may require payment of such costs, fees and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party to the extent the arbitrators deem reasonable. Any additional costs, fees or expenses incurred in enforcing an award may be charged against the party that resists its enforcement.

23. WE MAKE NO WARRANTY

WE PROVIDE THE SERVICES AND PLATFORM "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, SECURITY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. WE DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION (i) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE AND NON-INFRINGEMENT, (ii) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (iii) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF THE PLATFORM AND SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. WE DO NOT WARRANT THAT THE PLATFORM OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE PLATFORM OR ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE PLATFORM OR SERVICES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA. IF YOUR USE OF THE PLATFORM OR THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACEMENT OF EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS. WE CANNOT AND DO NOT WARRANT THAT YOUR MATERIALS, INCLUDING ANY PERSONAL OR FINANCIAL INFORMATION, SUPPLIED BY YOU WILL NOT BE INTERCEPTED, DELETED, MISAPPROPRIATED OR USED BY OTHERS. EACH USER IS RESPONSIBLE FOR DETERMINING ANY PHOTOGRAPHY SERVICES TO BE PROVIDED AND, EXCEPT AS OTHERWISE MUTUALLY AGREED IN WRITING, SELECTING USERS. WE DO NOT WARRANT ANY GOODS OR SERVICES PURCHASED BY A USER AND WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE SUITABILITY, RELIABILITY, TIMELINESS OR ACCURACY OF THE PHOTOGRAPHY SERVICES REQUESTED BY AND PROVIDED BY USERS. WE DO NOT PROVIDE ANY WARRANTIES OR GUARANTEES REGARDING ANY USER’S IDENTITY, ACCREDITATION, REGISTRATION OR APPLICABLE LICENSES. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR THE ACCESSIBILITY OR UNAVAILABILITY OF A USER. EXCEPT AS EXPRESSLY SET FORTH UNDER THE HEADING “DISPUTE RESOLUTION” BELOW OR ANY TERMS YOU ENTER INTO WITH OUR PAYMENT

SERVICE PROVIDERS (REFERRED TO HEREIN AS THE "PSP"), YOU AGREE THAT NEITHER COMPANY NOR THE PSP IS RESPONSIBLE FOR YOUR INTERACTIONS AND DEALINGS WITH ANOTHER USER AND YOU HEREBY WAIVE THE RIGHT TO ASSERT ANY CLAIM AGAINST US OR THE PSP RELATING TO THE SAME.

24. LIABILITY LIMITATION; YOUR EXCLUSIVE REMEDY

YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE YOU ACCESS TO THE PLATFORM AND PROVIDE THE SERVICES IF YOU AGREE TO CERTAIN LIMITATION OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THESE Terms OR YOUR USE OF THE SERVICE OR THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES UNDER THIS SECTION IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (i) BREACH OF CONTRACT, (ii) BREACH OF WARRANTY, (iii) NEGLIGENCE, OR (iv) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU DO NOT AGREE WITH ANY PART OF THESE Terms, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US WITH RESPECT TO THESE Terms OR THE SERVICE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE GREATER OF (i) THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS PLATFORM IN THE PRIOR TWELVE (12) MONTHS, OR (ii) \$50 SGD. IN NO EVENT WILL WE BE LIABLE FOR THE ONLINE OR OFFLINE CONDUCT OF A USER AND YOU HEREBY RELEASE US FROM ANY LIABILITY RELATING THERE TO.

25. INDEMNIFICATION

You agree to release, indemnify, defend and hold harmless Company, its parent, subsidiaries and affiliates, and its and their shareholders, officers, directors, employees, agents and advisors, from and against any and all losses, liabilities, claims (including claims without legal merit or brought in bad faith), demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable legal fees and costs (whether brought by third parties or otherwise) (collectively, "Claims") due to or arising out of Your Materials that you submit, post, transmit, modify or otherwise make available through the Services, your use of the Platform or the Services, your connection to the Platform or the Services, any breach by you of these Terms, or your violation of any rights of another. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations under this Section.

26. WAIVER AS A CLASS ACTION MEMBER

You agree that any arbitration will be limited to the Dispute between Company and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. Further, unless both you and Company otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If for any reason a claim proceeds in court rather than in arbitration, you waive any right to a jury trial.

27. CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES

Any claim for enforcement, breach or violation of duties or rights under these Terms will be adjudicated under the laws of Singapore without reference to conflict of laws principles, notwithstanding the choice of law provisions of the venue, where any action is brought, where the violation occurred, where you may be located or any other jurisdiction. Subject to the obligation for dispute resolution set forth herein, You hereby

irrevocably consent to the exclusive jurisdiction and venue of the courts located in Singapore in all disputes arising out of or relating to these Terms or the use of the Service and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such courts, except that we may elect, in our sole direction, to litigate the action in the country, county, state or other governmental, political or administrative division where any breach by you occurred or where you can be found. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this Section.

28. INTERPRETING THE AGREEMENT; ASSIGNMENT

A printed version of these Terms and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We may assign these Terms including any the terms and conditions incorporated by reference, in whole or in part, at any time with or without notice to you. You may not assign these Terms. Except as expressly stated herein, these Terms constitutes the entire agreement between you and us with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Service. The section titles in the Terms are solely used for the convenience of the parties and have no legal or contractual significance.

29. YOU HAVE LIMITED TIME TO BRING A LEGAL CLAIM YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

30. INTELLECTUAL PROPERTY INFRINGEMENT

We respect the intellectual property rights of others, and asks its users, advertisers, licensors and service providers to do the same. If you believe that your intellectual property is accessible on or through the Service in a way that constitutes infringement, please contact us at infringement@kodakit.com to report any alleged infringement. If such alleged infringement is in violation of your copyright, please see our [Copyright Infringement Policy](#) for instructions on sending us a notice of infringement. It is our policy to terminate user accounts of repeat infringers.

31. INTERNATIONAL MATTERS

Those who choose to access the Platform or use the Services from outside of Singapore do so at their own risk and may be subject to securities and tax regulations within their applicable jurisdictions that are not addressed on this Platform. You agree to comply with all local rules regarding online conduct, including all laws, rules, codes and regulations of the country in which you reside and the country from which you access the Platform. In addition, you agree to comply with all applicable laws, rules, codes and regulations regarding the transmission of technical data exported from Singapore. Finally, to the extent allowed under applicable law, you waive any and all rights to privacy and protection of personal information not otherwise included in our Privacy Notice. You represent and warrant that you are not (i) located in a country that is subject to a governmental embargo, or that has been designated by a government as a “terrorist supporting” country; and (ii) listed on any government list of prohibited or restricted parties.

32. ELECTRONIC COMMUNICATIONS

The very nature of the Service provides communications between you and us by electronic means (e.g., via the Platform, email, text message). For purposes of forming a legally binding agreement, you consent to receive communications from us in an electronic form and agree that all terms and conditions, agreement, notices, disclosures and other communications that we provide to you electronically satisfy any applicable legal requirements, including that these be made in writing. You acknowledge that there is inherent risk in use of the Internet and that information transmitted through the Internet in general is not confidential. We cannot and do not guarantee the privacy or protection of any electronic communications through the Internet.

33. INDEPENDENT CONTRACTORS

You acknowledge and agree that you and us are, and at all times during these Terms shall remain, independent contractors in relation to each other, and that neither you or us (or our respective employee or other representatives) are authorized to make any representations or any commitment on the other's behalf unless previously authorized in writing. Each party's obligations to the other hereunder are exclusively contractual in nature. These Terms shall not be deemed to create any partnership, joint venture, agency, fiduciary or employment relationship or any other legal relationship between you and us.

34. WAIVER AND SEVERABILITY

Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

35. ENTIRE AGREEMENT; CONTROL

The Terms, Privacy Notice, Photographer Terms, Copyright Infringement Policy and Branding Guidelines and any other terms and conditions of service on the Platform constitute the sole and entire agreement between you and the Company with respect to the Platform and Services and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform and Services. If the terms and conditions of these Terms conflict with the terms and conditions of the Photographer Terms or a Client Agreement, the Photographer Terms or Client Agreement shall control.