

KindredBox
Website Terms of Use
Last Updated December 14, 2023

Introduction

These Terms of Use govern your use and access of the KindredBox.com website (collectively, the “**Website**”). Where your use of any KindredBox services is subject to a separate agreement, that agreement shall control with respect to the applicable services. These Terms of Use form a binding agreement between you and KindredBox, Inc. (referred to throughout as “**KindredBox**”).

1. Modifications

KindredBox may revise and update these Terms of Use at any time. Your continued usage of the Website after any changes to these Terms of Use will mean you accept those changes. Any aspect of the Website may be changed, supplemented, deleted or updated without notice at the sole discretion of KindredBox.

2. User Eligibility

The Website is available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If you do not qualify, you are not permitted to use the Website.

3. Information, News, and Press Releases

The Website may contain information, news, and/or press releases about KindredBox and its services and applications. While this information was believed to be accurate as of the date it was prepared, KindredBox disclaims any representation or warranty as to the reliability, accuracy, completeness or timeliness of and any duty or obligation to update this information, news, or any press releases.

4. No Warranties

THE WEBSITE IS PROVIDED TO YOU ON AN “AS IS” “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. KINDREDBOX MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENTNESS, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THE WEBSITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE WEBSITE, AND ANY CONTENT AVAILABLE THEREIN IS AT YOUR SOLE RISK. KINDREDBOX MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE WEBSITE IS FREE OF VIRUSES.

5. Limitation of Liability

KINDREDBOX SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEBSITE, EVEN IF KINDREDBOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THE WEBSITE, OR THAT ARISES IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR

DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE, OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE, OR RELATED INFORMATION OR PROGRAMS.

7. Indemnification

You agree to indemnify, defend, and hold KindredBox, our directors, officers, employees, consultants, agents, and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use; (b) any allegation that any materials you submit to us infringe or otherwise violate the copyright, trademark, trade secret, or other intellectual property or other rights of any third party; and (c) your activities in connection with the Website.

8. Trademarks

The KindredBox name and logo, and all other trademarks, service marks, and trade names appearing on this Website (collectively, "**Marks**") are owned by KindredBox. Unauthorized use of any KindredBox trademark, service mark or logo may be a violation of federal and state trademark laws.

9. License and Ownership

Any and all intellectual property rights ("**Intellectual Property**") associated with the Website and its contents (the "**Content**") including, without limitation, text, video, graphics, logos, button icons, images, digital downloads, comments, written posts, and all software used on this Website are the property of KindredBox or its Content suppliers and protected by United States and international copyright laws. Nothing in this Agreement or on the Website grants you any right or license to make any use of any materials or Marks on this Website other than as specifically described herein.

Notwithstanding any copyright notices to the contrary, no copyright is claimed in the text, images, logos, or names of certain public domain or authorized third party information available through the Website.

Except as expressly permitted by these Terms of Use or other agreement(s) (if applicable), you may not, nor may you permit or authorize or encourage others to: (a) copy any portion of the Website or information downloaded from the Website for commercial purposes; (b) use the Website to provide a third party access any Content or information downloaded from the Website, or any portion thereof, absent express written permission by KindredBox; or (c) create derivative works of the materials on the Website.

10. Security

You understand and acknowledge that no data transmission over the Internet can be guaranteed to be 100% secure, and we cannot guarantee that any information you submit to us will be free from unauthorized third-party intrusion. You understand and agree that all information you submit to KindredBox is done so at your own risk.

11. Restrictions on Use of the Website

As a condition of your use of our services, you agree to use our services only for lawful purposes and to comply with these Terms and all applicable laws. You also agree to respect the privacy of other users of the services. In addition to other restrictions set forth in these Terms of Use, you agree that:

- (a) You shall not disguise the origin of information transmitted through the Website.
- (b) You will not place false or misleading information on the Website.

(c) You will not use or access any service, information, application or software available via the Website in a manner not expressly permitted by KindredBox.

(d) You will not input or upload to the Website any information which contains malicious software or code that is intended to damage, interfere with, comprise the security of, or exploit any system, the Website or Content, or that infringes the Intellectual Property rights of another.

(e) You may not use or access the Website in any way that, in KindredBox's judgment, adversely affects the performance or function of the Website or interferes with the ability of authorized parties to access the Website.

(f) You may not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Website without the express written consent of KindredBox.

12. Payments and Billing

a. *Freemium/Premium Services.* We may provide some of our services free of charge (the "Freemium Services") while other services may be subject to payments now or in the future (the "Premium Services"). If you are using the Freemium Services, 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. Please see our Premium Services page for a description of the current Premium Services. Please note that any payment terms presented to you in the process of using or signing up for a Premium Services are incorporated into these Terms.

b. *Billing; Payment Method.* We accept credit card payments for use of the Premium Services through our third-party payment processors (each, a "Payment Processor"). The processing of payments will be subject to the terms, conditions, and privacy policies of the Payment Processor in addition to these Terms. Currently, we use Stripe Inc. as our Payment Processor. You can access Stripe's Terms of Service at <https://stripe.com/us/checkout/legal> and their Privacy Policy at <https://stripe.com/us/privacy>. We are not responsible for any error by, or other acts or omissions of, the Payment Processor. By choosing to use the Premium Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for use of such Premium Services and you authorize us, through the Payment Processor, to have your credit card charged. The terms of your payment may be determined by agreements between you and your credit card company. If we, through the Payment Processor, do not receive payment from you, you agree to pay any amounts due upon demand.

Summary: You promise to pay for any Premium Services you sign up for, and you consent to our Payment Processor charging your credit card. Any payment processing is governed by the Payment Processor's terms and privacy policy, and your contract with your credit card company.

c. *Recurring Billing.* KindredBox will bill any fees associated with your use of the Premium Services plus applicable tax to the credit card you provide. By signing up for the Premium Services that require recurring payment, you acknowledge that any such recurring fees associated with your use of the Premium Services will be automatically billed for the initial period, for which there is an initial charge,

and then again on each renewal date thereafter as agreed to by you, unless and until you cancel your use of and access to the Premium Services. By choosing a recurring payment plan, you acknowledge that such Premium Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. YOU AGREE THAT CONSISTENT RECURRING SUBSCRIPTION FEES MAY BE CHARGED AUTOMATICALLY BY US WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR CREDIT CARD INFORMATION. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE COULD REASONABLY ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, LOG INTO YOUR KINDREDBOX ACCOUNT, CLICK ON “ACCOUNT SETTING” AND UPDATE YOUR BILLING PREFERENCES.

Summary: For Premium Services with recurring fees, we will bill the credit card we have on file automatically at the end of each billing period to renew your access to those Premium Services at the price you agreed to pay, unless you tell us far enough in advance that you want to cancel your access to the Premium Services or use a different credit card.

d. *Current Payment Information Required.* You are responsible for keeping your credit card information current, complete and updated. If your credit card reaches its expiration date, we may attempt to contact you to update your payment information using your primary email address associated with your Account. You agree to promptly notify us and your credit card company if your credit card is canceled (e.g., for loss or theft) or if you become aware of potential breach of security. You agree that we (via our Payment Processor) may continue charging your credit card for Premium Services with recurring fees unless you have terminated your access to those Premium Services before the end of the applicable billing period. If any fee is not paid in a timely manner, or our Payment Processor is unable to process your transaction using the credit card information you provided for payment, we reserve the right to suspend or terminate your access to the Premium Services.

- **Summary: You must keep your credit card information current. We can suspend or terminate your access to the Premium Services if you don’t pay on time.**

e. *Applicable Fees.* All fees and charges are prepaid and nonrefundable. KindredBox may change the fees and charges in effect, or add new fees and charges from time to time, but we will notify you of any such changes in advance through your primary email address associated with your Account. Again, it is your responsibility to keep your contact information and payment information current and updated.

- **Summary: We do not issue refunds, and we will let you know if we change any fees.**

f. *Free Trials and Other Promotions.* Any free trial or other promotion that gives you access to the Premium Services must be used within the specified time of the trial. You must stop using and cancel your access to the Premium Services before the end of the applicable trial period to avoid being charged for the Premium Services. If you cancel prior to the end of the trial period and are inadvertently charged

for a Premium Services, please contact us through our help center at <https://help.everplans.com/customer/portal/emails/new>.

- **Summary: Be sure to cancel your access to the Premium Services before the end of the trial period to avoid being charged.**

g. *Auto-Renewal for Premium Services.* Unless you opt out of auto-renewal of the Premium Services that involve specific terms or recurring payments, which can be done through your account settings [LINK] any such Premium Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or resign your Premium Services at any time, log into your KindredBox account here: <https://app.kindredbox.com/auth/login> and navigate to <https://app.kindredbox.com/settings/subscription> where you will see a button that says “Manage Billing and Premium Services.” Any Premium Services you have and cancellation will be effective immediately. If you terminate a Premium Service, you may use your subscription until the end of your then-current term, and your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. The cancellation will take effect the day after the last day of the current subscription and you will be downgraded to the Freemium Services. Again, please note that any charges submitted to or processed by our Payment Processor before we could reasonably act in response to such cancellation will not be affected. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE APPLICABLE PAID SERVICE THROUGH YOUR ACCOUNT SETTINGS [HTTPS://APP.KINDREDBOX.COM/SETTINGS/SUBSCRIPTION](https://app.kindredbox.com/settings/subscription) OR TERMINATE YOUR KINDREDBOX ACCOUNT BEFORE THE END OF THE RECURRING TERM. PREMIUM SERVICES CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS. EVERPLANS WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID. All provisions of these Terms which by their nature should survive termination shall survive, including without limitation, any licenses to Basic Information, Public Information, or Aggregate Information, ownership provisions, warranty disclaimers, indemnity and limitation of liability.

- **Summary: Cancellation is effective immediately but does not affect charges already incurred. Parts of these Terms of Use still apply to you even after you cancel your Account.**

h. *Reaffirmation of Authorization.* Your non-termination or continued use of a Premium Service with recurring payments reaffirms that we are authorized to charge your Payment Method for that Premium Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

13. Links

The Website may contain links to third-party websites and resources (collectively, “**Linked Sites**”). These Linked Sites are provided solely as a convenience to you and not as an endorsement by KindredBox of the content on such Linked Sites. KindredBox makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. KindredBox is not responsible for the availability of the Linked Sites or the content or activities of such sites. If you decide to access Linked Sites, you do so at your own risk. In addition, your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to the Linked Site’s privacy policy.

14. Termination and Cancellation.

a. *Termination.* You agree that KindredBox, in its sole discretion, may terminate or suspend your use of the Website, at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, you must immediately (a) discontinue use of the Website, and (b) destroy any copies you have made of any portion of the Content.

b. *Cancellation.* You may cancel your Account and export and delete your secure information at any time. Moreover, certain features of the services may not be available or supported in perpetuity. You agree that KindredBox shall have the right to change features associated with the services in our sole discretion, and that we may choose to discontinue support of services at any time. If we elect to discontinue any portion of the services, we will provide you notice of such changes in order to give you reasonable time to export and/or delete your secure information. You shall not be entitled to a refund of the subscription fee for a Premium Service under any such circumstances. We may attempt to notify you before suspending or terminating your Account so that you can export or delete your secure information, but we reserve the right to immediately suspend or terminate your Account in certain circumstances, such as causing harm to another user, disrupting other users’ use of the Services, or causing Everplans potential legal liability.

15. Compliance with Law

You agree to use the Website in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of KindredBox, negatively affect the performance of the Website or reflect on the goodwill or reputation of KindredBox and you shall take no actions which would cause KindredBox to be in violation of any laws, rulings or regulations applicable to KindredBox.

16. Jurisdiction

To the fullest extent permitted by law, you hereby expressly agree that any proceeding arising out of or relating to your use of the Website or the Content shall be instituted in a state or federal court sitting in Denver, Colorado, and you expressly waive any objection that you may have now or hereafter to the laying of the venue or to the jurisdiction of any such proceeding. You agree that any claim or cause of action arising out of or related to your use of the Website and/or the Content must be filed within one (1) year after such claim or cause of action arose.

17. Governing Law

You hereby agree that these Terms of Use are governed by the internal substantive laws of the State of Colorado, excluding any conflicts of laws principles.

18. Assignment; Severability

You may not assign these Terms of Use or any of your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

19. Complete Agreement.

Except as expressly provided in a separate license, service or other written agreement between you and KindredBox, these Terms of Use constitute the entire agreement between you and KindredBox with respect to the use of the Website, and any information and Content contained therein, and supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.

20. Force Majeure. We shall not be liable for any failure to perform our obligations under these Terms where such failure results from any cause beyond our reasonable control, including without limitation mechanical, electronic or communications failure or degradation.

21. Copyright Policy

If you believe that your work has been copied and is accessible on the Website in a way that constitutes copyright infringement, or that the Website contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify KindredBox by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to our copyright agent set forth below:

- (a) A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing, or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit KindredBox, or its third party service providers, to locate the material;
- (d) Information reasonably sufficient to permit KindredBox, or its third party service providers, to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright Agent:
KindredBox, Inc.
info@kindredbox.com