

# Terms and Conditions

Last updated on November 2023

- The terms (“us”, “we”, the “Company” or “Kalamanta”) refer to Kalamanta Limited, a company incorporated in England and Wales (registration number 13341358) having its registered office at 5 St John’s Lane, London EC1M 4BH.
- “User(s)” and “you” means the individual(s) using the products or services.

## 1. Acceptance of Terms and Conditions of Use

These Terms and Conditions of Use, including governing your access to and use of the Kalamanta application Service. BY CREATING A KALAMANTA ACCOUNT AND ACCESSING OR USING ITS SERVICE, OR BY POSTING OR ACCESSING ANY CONTENT ON THE SERVICE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICE.

## 2. Modification

Kalamanta reserves the right, at its sole discretion, to modify, discontinue or terminate the Service at any time. We may also modify these Terms and Conditions of Use so please refer to the “Last Updated Date” in these Terms and Conditions. By continuing to access or use the Service after we have posted a modification to these Terms and Conditions, you are indicating that you agree to be bound by the modified Terms and Conditions of Use. If the modified Terms and Conditions are not acceptable to you, your only recourse is to cease using the Service.

## 3. Eligibility

User must be at least 18 years of age to create an account on Kalamanta and be legally permitted to use its Service by the laws of their home country. By creating an account and using the Service, user represents and warrants that:

- will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations, and
- have never been convicted of a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence

## 4. Your Account

You can create an Account via manual registration, or by using your Facebook login details. If you create an Account using your Facebook login details, you authorize us to access, display and use certain information from your Facebook account. For more information about what information we use and how we use it, please check out our Privacy Policy.

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for Kalamanta, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please immediately reach out to us.

## 5. Termination

You may terminate your account at any time, for any or no reason, by following those steps:

- Navigate to the side menu by clicking on the three parallel lines at the top left-hand corner - “Discover”
- From the Menu choose the option “Deactivation & Deletion”.
- Depending on your preference choose either to Deactivate or Delete your account.
  - If you decide to proceed forward with account deactivation, you’ll be required to provide a reason as a consecutive step of the process.
  - If you decide to proceed forward with account deletion, you’ll be required to confirm, in order to finalize the process.

Kalamanta may terminate your account at any time without notice if we believe that you have violated this Agreement. Upon such termination, you will not be entitled to any refund of previous purchases.

## 6. Content

By using Kalamanta Service, user agrees that will not use content that:

- is illegal or prohibited by this Agreement;
- is harmful to minors;
- is spam, solicit money from or defraud any members;
- impersonates any person or entity or post any images of another person without his or her permission;
- would "stalk", intimidate, assault, harass, mistreat or defame any person;

- violates anyone's rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or contract right;
- promotes racism;
- is hate speech, threatening, sexually explicit or pornographic;
- incites any kind of violence;
- could solicit passwords or personal information for commercial or unlawful purposes from other members or disseminate personal information of other users without their permission.

We reserve the right to investigate and potentially terminate your account without a refund of any purchases if you have violated this Agreement, misused the Service or behaved in a way that Kalamanta considers as inappropriate, including actions or communications that occur on or off the App.

## **7. Payment terms**

If you choose to make an in app purchase, you will be prompted to confirm your purchase with the applicable payment provider, and your method of payment will be charged for the in app purchase at the prices displayed to you for the service(s) you've selected as well as any sales or similar taxes that may be imposed on your payments.

Objections to a payment already made or refund requests should be directed to [finance@kalamanta.com](mailto:finance@kalamanta.com) if you were billed directly by Kalamanta or the relevant third party account such as the App Store.

Deleting your account or deleting the Kalamanta application from your device does not terminate or cancel your subscription; Kalamanta will retain all funds charged to you until you terminate or cancel your subscription.

### **Can I transfer my paid services to another user**

You agree to use any Kalamanta paid services for yourself and not to transfer (for free or as a sale) to or purchase, or sell such services from other Kalamanta users. Kalamanta reserves the right not to honour any paid for services where you have attempted to transfer those services to another user or you have attempted to buy those services from another user.

### **Refunds**

Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods. We may make an exception if a refund for a subscription offering is requested within fourteen days of the transaction date, or if the laws applicable in your jurisdiction provide for refunds.

## 8. Copyright

If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please submit a notification request to [info@kalamanta.com](mailto:info@kalamanta.com) and make sure to include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 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;
- a description of where the material that you claim is infringing is located on the Service (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

## 9. Disclaimer

THE APP, SITE, OUR CONTENT, AND MEMBER CONTENT ARE ALL PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT GUARANTEE THE COMPATIBILITY OF ANY MATCHES.

SHOULD APPLICABLE LAW NOT PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN WE GRANT THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION.

ADDITIONALLY, WE DO NOT MAKE ANY WARRANTIES THAT THE APP WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT YOUR USE OF THE APP WILL MEET YOUR EXPECTATIONS, OR THAT THE APP, OUR CONTENT, ANY MEMBER CONTENT, OR ANY PORTION THEREOF, IS CORRECT,

ACCURATE, OR RELIABLE. YOUR USE OF THE APP IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. KALAMANTA LIMITED DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS.

## **10. Third Party Services**

The App may contain advertisements and promotions offered by third parties and links to other web sites. Kalamanta is not responsible for the availability of such external websites or resources. If you choose to interact with the third parties made available through our Service, such party's terms will govern their relationship with you.

## **11. Limitation of Liability**

NEITHER US NOR ANY OWNER WILL BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME, PROFIT OR GOODWILL, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF YOUR ACCESS TO OR USE OF THE APP, OUR CONTENT, OR ANY MEMBER CONTENT, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE.

THE FOREGOING SHALL APPLY EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU BECOME DISSATISFIED IN ANY WAY WITH THE APP, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP THE USE OF THE APP.

## **12. Miscellaneous**

This Agreement, and any terms disclosed and agreed by you if you purchase additional features, products or services we offer, contains the entire agreement between you and Kalamanta Limited regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your Kalamanta account is non-transferable and all of your rights to your account and its Content terminate upon your death. No agency, partnership, joint venture etc. is created as a result of this Agreement.

Kalamanta grants you a personal, worldwide license to access and use our Service in order to let you enjoy the Service's benefits as intended and permitted by this Agreement. Therefore, user agrees not to:

- upload viruses or other malicious content or otherwise compromise the security of the Service;
- modify, adapt, sublicense, translate, sell any portion of the Service, or cause others to do so;
- use the Service in any way that could interfere with, disrupt or have a negative impact on the Service or Company premises e.g. networks, servers;
- use the Service or any content contained in the Service for any commercial purposes without our written consent;
- use any robot, bot, scraper, site search/retrieval application, proxy device, method or process to access or retrieve in any way the structure of the Service or its contents;
- use or develop any third-party applications that interact with the Service or other members' Content or information without our written consent.

After downloading the App, you will be asked to accept or deny push notifications/alerts. If you deny, you will not receive any push notifications/alerts. If you accept, push notifications/alerts will be automatically sent to you. You may be able to adjust these automatic downloads through your device's settings.

By creating an account, you grant us right and license to host, store, use, copy, display, reproduce, modify and distribute information you authorize us to access from third parties such as Facebook, as well as any information you post, upload, display or otherwise make available on the App.

Be informed that we may access, store and disclose your account information and Content if required to do so by law. It could be disclosed to: (a) claims that any Content violates the rights of third parties; (b) your requests for customer service; or (c) protect the rights, property or personal safety of the Company or any other person.

You agree that all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and you have the right to post the Content on the Service and grant the license to Kalamanta.

You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or partially, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

In consideration for us allowing you to use the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service.

## **14. Governing Law**

Digital Service Act (DSA) and Digital Markets Act (DMA)

Kalamanta Limited acting as an intermediary will ensure the full compliance and implementation of DSA and DMA practices of the company itself as well as its Partners.

Kalamanta Limited will strictly follow DSA and DMA regulations applicable and limited to EU-based user audience only, including: (i) allowing users to flag illegal content online and taking measures of removal of the same but in the full respect of the freedom of expression – to the extent that it is not illegal, harmful content should not be treated in the same way as illegal content; (ii) mitigating against risks such as disinformation or election manipulation, cyber violence, harms to minors online as well as misleading tricks that manipulate users into choices they do not intend to make; (iii) where applicable, implementing transparency measures including better information on product and service terms and conditions including transparency on the algorithms used for recommending content or products to users; (iv) applying transparency on advertising providing users with information about ads they are seeing and if and why they are targeted; (v) Making sure that behaviourally targeted ads for minors are disallowed and will no longer present ads to users based on profiling that rests on special categories of personal data, such as their ethnicity, political views or sexual orientation; (vi) allow users to access the data that they generate in the gatekeeper’s platform; (vii) doesn’t prevent users from uninstalling any pre-installed software or app if they wish so; (viii) doesn’t track end users outside of the gatekeepers’ core platform service for the purpose of targeted advertising, without effective consent having been granted.

These Terms and Conditions and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Service.

## **15. Indemnity**

You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless Kalamanta, its officers, directors, employees, agents, and third party licensors, harmless from and against any claims, liabilities, losses, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the App Service or Content, or your violation of these Terms and Conditions.

## **16. Our details**

For any enquiries, suggestions, feedbacks, complaints please contact us on [Compliance@kalamanta.com](mailto:Compliance@kalamanta.com)