

General Terms

By accessing Okotoki, you confirm that you are in agreement with and bound by the terms of service outlined below. These terms apply to the entire website and any email or other type of communication between you and Okotoki.

Under no circumstances shall Okotoki team be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profits, arising out of the use, or the inability to use, the materials on this site.

Okotoki will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy at any moment.

License

Okotoki grants you a revocable, non-exclusive, non-transferable, limited license to use the website strictly in accordance with the terms of this Agreement.

Definitions and key terms

To help explain things as clearly as possible in this Terms of Service, every time any of these terms are referenced, are strictly defined as:

Cookie: small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, remember information about you such as your language preference or login information.
Company: when these terms mention "Company," "we," "us," or "our," it refers to Okotoki that are responsible for your information under this Terms of Service.
Device: any internet connected device such as a phone, tablet, computer or any other device that can be used to visit Okotoki and use the services.

Service: refers to the service provided by Okotoki as described in the relative terms (if available) and on this platform.

Third-party service: refers to advertisers, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.

Website: Okotoki's site, which can be accessed via this URL: <u>https://okotoki.com</u> **You:** a person or entity that is registered with Okotoki to use the Services.

Restrictions

You agree not to, and you will not permit others to:

License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the website or make the platform available to any third party.

Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the website.

Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Okotoki or its affiliates, partners, suppliers or the licensors of the website.

Return and Refund Policy

If, for any reason, You are not completely satisfied with any good or service that we provide, don't hesitate to contact us and we will discuss any of the issues you are going through with our product.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to Okotoki with respect to the website shall remain the sole and exclusive property of Okotoki.

Okotoki shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way.

Your Consent

By using our site, registering an account, or making a purchase, you consent to this Terms of Service.

Links to Other Websites

This Terms of Service applies only to the Services. The Services may contain links to other websites not operated or controlled by Okotoki. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Terms of Service are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

Cookies

Okotoki uses "Cookies" to identify the areas of our website that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to personalize the Content that you see on our website. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our website correctly or at all. We never place Personally Identifiable Information in Cookies. By using our site, registering an account, or making a purchase, you consent to the fact that we use cookies.

Changes To Our Terms of Service

You acknowledge and agree that may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at 's sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform when you stop using the Service. You acknowledge and agree that if disables access to your account, you may be prevented from accessing the Service, your account details or any files or other materials which are contained in your account.

If we decide to change our Terms of Service, we will post those changes on this page, and/or update the Terms of Service modification date below.

Modifications to Our website

Okotoki reserves the right to modify, suspend or discontinue, temporarily or permanently, the website or any service to which it connects, with or without notice and without liability to you.

Updates to Our website

Okotoki may from time to time provide enhancements or improvements to the features/ functionality of the website, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the website. You agree that Okotoki has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the website to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the website, and (ii) subject to the terms of service of this Agreement.

Third-Party Services

We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that Okotoki shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Okotoki does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms of service.

Term and Termination

This Agreement shall remain in effect until terminated by you or Okotoki.

Okotoki may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Okotoki, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the website and all copies thereof from your computer.

Upon termination of this Agreement, you shall cease all use of the website and delete all copies of the website from your computer.

Termination of this Agreement will not limit any of Okotoki's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

No Warranties

The website is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Okotoki, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the website, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Okotoki provides no warranty or undertaking, and makes no representation of any kind that the website will meet your requirements, achieve any intended results, be compatible or work with any other software, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of Okotoki and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the website.

To the maximum extent permitted by applicable law, in no event shall Okotoki or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the website, third-party software and/or third-party hardware used with the website, or otherwise in connection with any provision of this Agreement), even if Okotoki or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

Amendments to this Agreement

Okotoki reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our website after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Okotoki.

Entire Agreement

The Agreement constitutes the entire agreement between you and Okotoki regarding your use of the website and supersedes all prior and contemporaneous written or oral agreements between you and Okotoki.

You may be subject to additional terms of service that apply when you use or purchase other Okotoki's services, which Okotoki will provide to you at the time of such use or purchase.

Disclaimer

Okotoki is not responsible for any content, code or any other imprecision. Okotoki does not provide warranties or guarantees. In no event shall Okotoki be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.

Contact us

You may contact us with any questions relating to this Privacy Policy by submitting a help desk request here or by contacting us at <u>hey@okotoki.com</u>.

For the purposes of this Policy, when we say "Okotoki," "we," or "us," we mean Okotoki LLC, Delaware, USA.