Allergy Mapper Terms and Conditions

1. This Kanemorr Agreement (the "Agreement") is entered into by and between Kanemorr Group Limited**.,** a Scottish corporation, with its registered office at 13 Talisman Drive, Aberdeen, AB10 7EX (“Kanemorr”) and the entity agreeing to the terms herein (“You” or "User"). This Agreement governs User's access to and use of the Services and will be effective as of the Effective Date. This Agreement is effective as of the date User clicks the "I Accept" button below (the "Effective Date"). If you are accepting on behalf of User, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you do not have the legal authority to bind the User, please do not click the "I Accept" button below. This Agreement governs User's access to and use of the Services.
2. Defined Terms. Each capitalized term is defined in Exhibit A, unless clearly specified otherwise in these Terms.
3. Purpose and Scope. Kanemorr will provide Services to User as specified in Exhibit A.
4. Payments.
    4.1. Some features and plans do not require payment and are free of charge, other features and plans require payment and to be purchased. Where you purchase a paid plan (“Subscription”), payment will be required up front and you shall authorize the payment charges identified at checkout. Your payment will be processed by our payment provider.
    4.2. All Subscriptions shall renew automatically unless otherwise cancelled by you. In the event of unsuccessful, bounced or declined payments rejected by the bank, card network, or payment provider. Kanemorr has the right to suspend paid features or your Subscription.
    4.3. All payments and fees paid are non-refundable unless otherwise permitted by applicable law.
5. Taxes, Charges and Fees.
    5.1. Charges for Services are exclusive of any applicable taxes unless otherwise indicated. You shall pay all applicable federal, state, provincial, local, and other taxes, regulatory fees, duties, tariffs, or other charges and amounts including, but not limited to, value added, sales, and/or gross sales taxes which may be levied upon the performance of Services.
    5.2. If a change in the tax laws or their application or interpretation has a material adverse effect on either Party, the affected Party may request in writing that the Agreement may be restructured to mitigate such effect, and the Parties shall negotiate in good faith for an appropriate resolution.
6. Ownership.
    6.1 Kanemorr owns all Intellectual Property Rights in and to the Services, and any other property used by Kanemorr to provide the Services, including Kanemorr Intellectual Property and Kanemorr Information and that User shall have no ownership interest in and shall have no right to use or retain possession of any such property or information following termination of the Agreement. User acknowledges that this Agreement shall not create any third party’s right, title or license in any Kanemorr Information unless explicitly stated in writing by User. The User owns all Intellectual Property Rights in and to User Data.
7. Confidentiality.
    7.1 The Parties agree that all Confidential Information shall be kept confidential and not disclosed to any third

party except as provided in this Section. The Receiving Party will only use the Disclosing Party's Confidential Information to carry out its obligations or to exercise its rights under these Terms and will use the same degree of care as it uses to safeguard its own confidential information of a like nature from unauthorized disclosure, but no less than a reasonable degree of care. The Receiving Party will restrict access to Confidential Information of the other Party to only who require such access in the course of their assigned duties, and who have been informed of the Receiving Party's obligations of confidentiality and agreed in writing to preserve the confidentiality of such information under terms no less restrictive than those set forth herein. The obligations of confidentiality in this Section excludes information that (a) is in the public domain other than through the fault or act of the Receiving Party, (b) is required to be disclosed under applicable law, stock exchange regulations or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall make all reasonable efforts to maintain the confidentiality of any information so disclosed, and give prompt written notice to the other Party prior to such disclosure), (c) is acquired independently from a third party that has the legal right to disseminate such information at the time it is acquired by the Receiving Party, or (d) is independently developed by the Receiving Party without the use or incorporation of any Confidential Information from the Disclosing Party. The Parties agree that disclosure of a Party's Confidential Information will give rise to irreparable injury to that Party, which may be inadequately compensated for by monetary damages. Accordingly, a Party may seek injunctive relief against a breach or threatened breach of the confidentiality provisions of these Terms, in addition to any other legal remedies which may be available.

8. Licensing.

8.1 The User has the rights to publish the content and grants Kanemorr a non-exclusive, worldwide, royalty-free licence to host, display, reproduce, and distribute content on the Platform and to confirm that the User or the business shall not by any means publish information or content which is unlawful, infringing, defamatory, misleading or misrepresents allergen safety to the Platform.

9. Compliance with Laws and Regulations.

9.1. Kanemorr may make new features or functionality for the Services available from time to time, the use of which may be contingent upon User's agreement to additional terms. Kanemorr may obtain and maintain required consents from Users to allow: (i) Kanemorr's access, monitoring, use and disclosure of data.

9.2. User expressly acknowledges that the Services contemplated by this Agreement shall be provided subject to compliance with European Union, United Kingdom, and other applicable export control and trade sanctions laws and regulations (together "Trade Restrictions"). These Trade Restrictions include, but are not limited to, the EU Dual-Use Regulation, the U.S. Export Administration Regulations and EU, UK, U.S., and other applicable trade and financial sanctions. User shall comply with any applicable Trade Restrictions relating to the Services provided hereunder and in the performance of its obligations hereunder.

9.2.1 In addition to other rights it may have in law, equity or under these Terms, Kanemorr reserves the right to refuse to provide Services and suspend or terminate the Agreement in its entirety, without liability to User, if Kanemorr has a good faith basis for believing User or any of its related parties has violated, or intends to violate, any applicable export control laws or sanctions regulations.

9.2.2 User hereby agrees to indemnify, defend and hold harmless Kanemorr from and against all claims, demands, damages, costs, penalties and fines, including reasonable and necessary attorneys' fees incurred by Kanemorr, arising in connection with any alleged breach by User of any applicable sanctions regulations.

9.2.3 Kanemorr and User shall each comply with the applicable laws, regulations, and orders pertaining to

their activities related to these Terms. The undertakings and obligations of Kanemorr under these Terms are subject to the requirements of applicable US, UK and foreign laws and regulations, and to Kanemorr receiving any necessary authorizations, licenses and approvals, and such permissions remaining available.

10. Representations and Warranties.

10.1. Each Party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use of the Services, as applicable (including applicable security breach notification law).

10.2. Disclaimers. KANEMORR EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. KANEMORR DOES NOT WARRANT THAT THE SERVICES PROVIDED UNDER THE AGREEMENT WILL BE ERROR FREE OR WITHOUT INTERRUPTION.

11. Indemnification.

11.1. The User shall indemnify the Kanemorr for any losses, liabilities, damages and costs (including reasonable legal costs) suffered by them arising out of or in connection with the User's gross negligence, willful misconduct or default or breach of any of the provisions of this Agreement, including but not limited to:

(a) a claim by a third party due to the content of any transmission made using the Platform provided to the User, including any actual or alleged defamation, obscenity, infringement of intellectual property or breach of privacy or security;

(b) any failure by the User to comply with any law or regulation (including Sanctions) applicable in respect of the Agreement; and

(c) the loss of, or damage or degradation to, the Platform or to a third-party communications network.

(d) THE INDEMNITIES UNDER THIS SECTION SHALL APPLY REGARDLESS OF THE CAUSE, INCLUDING, WITHOUT LIMITATION, THE SOLE OR CONCURRENT NEGLIGENCE OF ANY INDEMNIFIED PARTY, BUT SHALL NOT APPLY TO THE EXTENT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF ANY CURRENT OR FUTURE STATUTES OR OTHER LAWS MAKE ANY OF THE INDEMNIFICATION PROVISIONS INVALID OR UNENFORCEABLE, THE AFFECTED PROVISIONS WILL BE AMENDED TO THE MINIMUM EXTENT NECESSARY TO CONFORM WITH THE REQUIREMENTS OF SUCH STATUTE OR LAW, BUT NOT OTHERWISE. IF ANY STATUTE OR LAW MODIFIES OR REDUCES THE INDEMNITY OBLIGATIONS OF ONE OF THE PARTIES, ANY CORRESPONDING INDEMNITY OBLIGATIONS OF THE OTHER PARTY WILL BE MODIFIED OR REDUCED TO THE SAME EXTENT. IF ANY OBLIGATIONS UNDER THE AGREEMENT TO INDEMNIFY THE OTHER PARTY OR PARTY GROUP AGAINST CERTAIN CLAIMS ARE DEEMED INVALID OR UNENFORCEABLE, ANY CORRESPONDING RELEASE OF OR AGREEMENT TO HOLD THE OTHER PARTY HARMLESS FOR THE SAME CLAIMS IS LIKEWISE UNENFORCEABLE.

11.2. Third Parties.

11.2.1 USER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS KANEMORR FROM AND AGAINST ANY CLAIMS OF THIRD PARTIES ON ACCOUNT OF BODILY INJURY, ILLNESS

OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF THE USER IN CONNECTION WITH THE SERVICES UNDER THIS AGREEMENT.

12. Limitation of Liability.

12.1. NEITHER PARTY SHALL BE LIABLE ON ANY BASIS, WHETHER IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE, FOR DIRECT OR INDIRECT LOSS OF PROFIT, LOSS OF GOODWILL, BUSINESS OR BUSINESS OPPORTUNITY, REVENUE, ANTICIPATED SAVING OR ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

12.2. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT A PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY TO THE EXTENT RESULTING FROM ITS NEGLIGENCE; (B) THAT PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY LOSS, LIABILITY OR COST TO THE EXTENT THAT IT CANNOT BE EXCLUDED OR LIMITED BY LAW.

12.3. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS SUFFERED AS A RESULT OF DAMAGE TO, OR CORRUPTION OR LOSS OF, DATA OR INFORMATION TRANSMITTED IN CONNECTION WITH THIS AGREEMENT.

12.4. SAVE AS SET OUT BELOW, KANEMORR SHALL NOT BE LIABLE ON ANY BASIS, WHETHER IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE, TO THE USER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ARISING FROM OR IN CONNECTION WITH ANY UNAVAILABILITY, DELAY, INTERRUPTION OR DEGRADATION IN AND TO THE FAILURE OF KANEMORR'S OPERATIONAL SYSTEMS, SAVE TO THE EXTENT CAUSED BY GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD.

12.5. NOTWITHSTANDING THE FOREGOING, KANEMORR SHALL USE ALL REASONABLE ENDEAVOURS TO ENSURE THE CONTINUOUS AVAILABILITY AND QUALITY OF THE PLATFORM.

13. Termination

13.1. User Convenience. User may discontinue use of the Services at any time. Any and all payments for Services shall not be refunded to the User in the event User terminates the Services at any time.

13.2. Kanemorr Convenience. User agrees that Kanemorr may at any time and for any reason terminate this Agreement and/or terminate the provision of all or any portion of the Service.

13.3. Effects of Termination: In the event of termination of the Services; (i) the rights granted by one party to the other will cease immediately.

13.4. Material Breach. Kanemorr may terminate this Agreement immediately upon its reasonable belief that User has breached this Agreement. For the avoidance of doubt the Service may be terminated immediately if (i) the User has breached this Agreement or (ii) Kanemorr reasonably determines that it is commercially impractical to continue providing the Service considering applicable laws.

14. Privacy and Data Protection.

14.1 The Parties acknowledge that, for purposes of conclusion and performance of the Agreement, Personal Data (as defined herein) limited to business or User contact details of the other Party or the other Party's personnel (collectively, "Data Subjects") can be provided directly to a Party by the other Party or by the other Party's Data Subjects. The Parties undertake to provide their Data Subjects whose Personal Data will be disclosed to the other Party as the data controller, information known to the Parties. "Personal Data" includes all information relating to an identified or identifiable Data Subject. Information that the User shall be obliged to provide its applicable Data Subjects includes without limitation the following:

14.2 Kanemorr shall process as a controller the Personal Data, that is necessary for the conclusion and/or performance of the Agreement between Kanemorr and User;

14.3 Kanemorr processes the Personal Data for legitimate interests pursued by Kanemorr including the conclusion and performance of the Agreement, the establishment and execution or defense of legal claims, prevention of fraud and criminal acts, and compliance with legal obligations to which Kanemorr is subject. The Personal Data will not be used for any automated decision-making or profiling.

14.4 Kanemorr shares personnel Personal Data with third parties only if Kanemorr has a legal basis to do so. If Kanemorr transfers personnel Personal Data to recipients outside of the European Economic Area, this shall occur only where the European Commission has confirmed an adequate level of data protection in relation to that third country, and/or an adequate level of data protection has been agreed to with the recipient, *e.g.*, standard contractual clauses, or if Kanemorr has obtained Data Subject consent. Personal Data may be disclosed to public authorities or other entities authorized to have such access under the law.

14.5 Personal Data will be stored for the duration of the Agreement, and after such date, in accordance with generally applicable regulations, until the end of the period of limitation for claims which may potentially result from that contract.

14.6 Data Subjects may exercise the following rights in relation to their Personal Data by contacting Kanemorr at hello@allergymapper.com to withdraw consent (if processing based on consent); access, rectification, deletion, restriction, objection, and portability.

15. Acceptable Use of Services. Kanemorr requires that all Users of the Services conduct themselves with respect for others. You must observe the following rules in your use of the Services:

15.1. Eligibility. By registering an account on the Platform you confirm that you are the minimum of 18 years old and that you are authorised to act on behalf of the User's business you represent (if applicable).

15.2. User Accounts. You shall provide accurate, current information or business information (business or User name, your role, and contact details). All login credentials must be kept secure, and you agree not to share these details with any other person, User or entity. You are solely accountable for all activity carried out under your account on the Platform.

15.3. Allergen Information. You are solely responsible for the accuracy and completeness of any allergen, ingredient, and menu information you publish through the Platform. The Platform does not verify, certify, or guarantee the accuracy of the information you publish, nor does it obtain direct confirmation with your kitchen. For the avoidance of the doubt, Kanemorr is not liable for any inaccurate information published on the Platform.

15.4. Written Reviews. All written reviews and responses to reviews must be lawful and respectful. The User shall not harass, threaten, use socially offensive, vulgar or taboo language, or retaliate against reviewers.

The User agrees not to submit any fake reviews, make any false claims or provide any misleading allergen information.

15.5. Abusive Behavior. Do not harass, threaten, state abusive language or defame any User, person or entity. Do not contact any User, person who has requested no further contact. Do not use ethnic or religious slurs against any person or group.

15.6. Privacy. Do not violate the privacy rights of any user or person. Do not cooperate in or facilitate identity theft. Do not collect or disclose any personal information without the subject's prior consent. as any information that if compromised could permit a person to assume the identity of another user or person.

15.7. Intellectual Property. Do not infringe upon the copyrights, trademarks, trade secrets, or other intellectual property rights of any user, person or entity

15.8. Hacking, Viruses, & Network Attacks. Do not access any computer or communications system without authorization. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial-of-service attack, or in any other way attempt to interfere with the functioning of any computer or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Services.

15.9. Spam. Do not send bulk unsolicited e-mails ("Spam") or sell or market any product or service advertised by or connected with Spam.

15.10. Fraud. Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of this commercial transaction. Do not commit fraud in any other way.

15.11. Violations of Law. Do not violate any law.

15.12. Unauthorised Use. User shall use commercially reasonable efforts to prevent unauthorised use of the Services. User will promptly notify Kanemorr of any unauthorized use of, or access to, the Services of which it becomes aware. Unless Kanemorr specifically agrees in writing, User will not, and will use commercially reasonable efforts to make sure a third party does not: (a) attempt to reverse engineer the Services or any component; (b) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Data that is controlled for export under Export Control Laws. User is solely responsible for any applicable compliance with HIPAA.

15.13. Consequences of Breach. Breach of this Section 15 may lead to suspension or termination of the User's account or legal action. In addition, the user may be required to pay for the costs of investigation and remedial action related to breaches. Kanemorr reserves the right to take any other remedial action it sees fit. However, Kanemorr is not required to take any action against any User breaching this Section 15.

16. Miscellaneous.

16.1. Notices. Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's primary point of contact's email address which for the User is the User's email address provided when creating an account with the Platform; and for Kanemorr is hello@allergymapper.com, and (b) notice will be deemed given when received by email with verification of the received receipt.

16.2. Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may

immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice.

16.3. Entire Agreement. The Agreement and any Kanemorr policies constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all other negotiations, conversations, understandings and/or agreements, written, oral, implied or otherwise. These Terms are not to be interpreted, explained or supplemented by evidence of trade usage or prior course of dealings.

16.4. Order of Precedence. If there is any conflict between the provisions of this Agreement or any other policy, the order of precedence shall be (a) the Agreement, (b) the policy, and (c) all other documents.

16.5. Force Majeure. Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labour condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

16.6. No waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

16.7. Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

16.8. No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

16.9. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

17. Governing Law and Dispute Resolution.

17.1 This Agreement is governed by Scots law, without regard to its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980, shall not apply to this Agreement. For any dispute arising out of or relating to this Agreement, the Parties consent to personal jurisdiction in, and the exclusive venue of, the courts in Edinburgh, Scotland. Except as expressly provided, the Parties expressly agree that no provision of the Agreement shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 confer any benefit on, nor be enforceable by any person who is not a Party to the Agreement.

EXHIBIT A
DEFINITIONS

The following words, when capitalized herein, shall have the meaning stated below:

Definitions:

"Confidential Information" means all non-public information (written, oral, electronic, photographic or other form) that (a) relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, know-how and personnel of the Disclosing Party or (b) is disclosed to the Receiving Party in connection with the SOA, including (i) all pricing, technical and commercial information related to the SOA, or (ii) the design of the Services, which should reasonably be understood by the Receiving Party to be confidential, either due to the nature of the information, the circumstances of its disclosure, or notices appearing on or given in connection with the information.

"Disclosing Party" means the party that discloses Confidential Information to the Receiving Party.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Kanemorr Intellectual Property" means all rights conferred under any applicable law in relation to trade secrets, copyrights, inventions (including patents), methods and processes (whether or not patentable), techniques, know-how, ideas, registered and unregistered trademarks, domain names, registered and unregistered designs, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, whether or not registered with a governmental authority or embodied in any tangible form.

"Kanemorr Information" means all Confidential Information and Intellectual Property, and otherwise all designs, drawings, diagrams, plans, reports, databases, data collections, specifications, processes, techniques, know-how, inventions, technology, concepts, software, trademarks and all other items developed, purchased or otherwise acquired by Kanemorr.

"Kanemorr Licenses" means all licenses, permits, or authorizations required by any jurisdiction related to Kanemorr's performance of the Services.

"Party" shall mean, respectively, either Kanemorr or User or business and Parties shall be construed accordingly.

"Parties" shall means Kanemorr and User.

"Platform" shall mean the Allergen Mapper computing, digital and software platform infrastructure on which software is executed.

"Receiving Party" means the Party who receives Confidential Information from the Disclosing Party.

"Services" means the provision of any services by Kanemorr to User on the Allergen Mapper Platform, fully described here:

https://www.allergymapper.com/profile

“Terms” means these general Terms and Conditions and any exhibits, appendices, annexes and policies issued hereunder.

"User Data" means data, including email, provided, generated, transmitted or displayed via the Services by the User.