

Kinny Terms of Service and Privacy Policies for the App Store, Google Play Store and the Kinny website. (GDPR)

Version 1.1: 24 October 2018

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Special Notice:

It is important that you have screen lock activated on your phone as Kinny remains logged in after first login. Screen Lock will keep access to your kinny app and the other information on your phone restricted to you. In the event you forget your logins to Kinny should you want to change devices or lose your phone and need to reinstall Kinny you will be able to request a password reminder. Kinny utilises sms verification and is linked to your mobile number.

Kinny has two wallets the App Wallet and Tip Wallet, Kin earned in the kinny app is paid into the App Wallet, you can transfer this Kin into the Tip Wallet to use for tipping over social media. Only the Kinny Tip Wallet has inherent backup designed into it; at the moment if you uninstall, delete the app data, try to set up a second device or change devices you will lose access to the Kin in your App Wallet. Kinny advises all users to transfer any Kin in the kinny App Wallet into the kinny Tip Wallet as this is the safest way to store your Kin. Transfers are made in the Kinny app with a couple clicks. A backup solution for the Kin App Wallet is being developed for future release by the Kin Foundation.

The details in this Special Notice are subservient to the Full Terms of Service and Privacy Policy listed below.

Terms of Service

Version 1.1 : 24 October 2018

Thank you for signing up to use the Kinny mobile application (the “**app**” or the “**kinny application**”), and related products and services (together, we’ll call these the “**Services**”) of **KINNY CO LTD.** (“**Kinny**”, “**kinny**”, “**us**”, “**we**” or “**our**”), and any of our affiliates with authorized links to this Agreement. The term “**you**” refers to the natural person accessing or otherwise using our Services.

These Terms of Service Agreement (or “Terms” for short) describes the rules of our relationship with you and is a legal agreement, so please read it carefully.

1. Intellectual property

The kinny application(s); the robot character Kinny, the tipping identifier kinnytips, the various social media identifiers or handles that include kinnytips such as @kinnytips or u/kinnytips and kintipbot phrases are claimed as intellectual property of KINNY CO LIMITED, by using the Kinny application(s) you acknowledge our claim. Furthermore KINNY CO LIMITED claims the TRADEMARK rights to the company name KINNY CO, kinny, kinnytips and kintipbot and the copyright to the Kinny robot character in all his various iterations.

2. Agreement to the Kinny Terms of Service and Privacy Policies.

By downloading the Kinny application, accessing your Kinny tip and Kin wallet, inputting your details, otherwise engaging with the Kinny app(s) or web interface(s), you represent that you have read, understand, and agree to be bound by these terms. if you do not agree with or don't understand these terms, please do not use these services as you will be bound by these terms by doing so.

3. Arbitration Agreement

We wanted to let you know that these terms include an arbitration agreement(also known as alternative dispute resolution agreement) which will, with limited exceptions, require

disputes between us to be submitted to binding and final arbitration. unless you opt out of the arbitration agreement: (1) you will only be permitted to pursue claims and seek relief against us on an individual basis, not as a plaintiff or class member in any class, collective or representative action or proceeding; and (2) you are waiving your right to seek relief in a court of law and to have a jury trial on your claims. please read sections 17 and 18 carefully.

We also wanted to let you know that the Kinny application contains features and functionalities that may provide you with access to opportunities to earn and spend kin.

You acknowledge and agree that some of these features and functionalities are still under development and have been released to you as a user with full disclosure that at these early stages of development you may lose access to your wallet and any kin that you have earned if you delete the app and/or use a different device.

Whilst we will endeavour to assist you in whatever manner we deem appropriate; should you encounter any difficulties in accessing your Kin or for some reason lose your kin, you agree by accepting these terms that Kinny Co Ltd is not and cannot be held responsible. furthermore you acknowledge and agree that kinny co ltd is not and cannot be held responsible for the safekeeping of the information, logins and devices under your care and cannot be held responsible for any loss of Kin under any circumstances and for any perceived consequential material loss you may believe you've endured.

4. Regulatory considerations

It is important to note that the services provided by Kinny and Kinny Co Limited in relation to the storage, payment of and facilitation of peer to peer transfer of the Kin Cryptocurrency are unregulated in the United Kingdom. Cryptocurrencies are not regulated by the FCA (and the UK's money laundering authority) on this basis they do not fall within the scope of the UK's measures implementing the Payments Services Directive, the Second Electronic Money Directive or the Third Money Laundering Directive.

5. Notice on Severability

If any part of the Terms of Service and Privacy Policy(ies) terms are found to be invalid, illegal or unenforceable for any reason, then that provision will be severed from these Terms of Service and Privacy Policy(ises) to the minimum extent such that the remaining provisions of these Terms of Service and Privacy Policy(ises) will continue in full force and effect.

6. Who Can Use the Services

If you are not yet legally considered an adult where you live (known as the age of majority), you may only use the **Kinny** application and associated Services if your parent or guardian agrees to these Terms on your behalf.

7. Your Rights to Use the Services

Subject to your compliance with these Terms, and any other policies we make available to you from time to time, we grant you a personal, worldwide, royalty-free, non-transferable, non-exclusive, revocable, non-sublicensable license to: (a) download, install and use the **Kinny** application on one or more mobile device(s) (e.g. cell phone or tablet), which natively executes an operating system supported by us, and that you own or control; and (b) access and use the Service(s) for your non-commercial use.

You agree that any software that we provide you, including the **Kinny** application, may automatically download and install upgrades, updates or other new features and regularly send log information to our servers. You may be able to adjust these automatic downloads through your mobile device settings. These updates and upgrades are designed to improve and enhance our Services and can include bug fixes, enhancements and new modules. You consent to the installation of such software, including updates and upgrades (and authorize us to deliver such software to you) as part of your use of our Services. You may withdraw consent by ceasing to use the Services.

You may not sell, rent, lease, assign, distribute, copy, modify or host any part of our Services. As well, you may not adapt, merge, make adaptations, translations or derivative works of, disassemble, decompile, reverse compile, attempt to discover the source code or reverse

engineer any part of the Services, except to the extent these restrictions are expressly prohibited by applicable law or to the extent permitted by an open source software license agreement applicable to the source code.

8. Rights You Give Us

Some of our Services solicit information from you in connection with our surveys, polls, questionnaires or tasks (together, “**Surveys**”), and we collect your responses and results (“**Survey Responses**”). You grant us a non-exclusive, royalty-free and fully paid, irrevocable, worldwide license, with the right to grant sublicenses, to: (1) distribute, host, display, and otherwise publish the Survey Responses on an anonymised or de-identified basis, (2) analyse, research, consolidate, compile and/or aggregate the Survey Responses to sell to third parties on an anonymized or de-identified basis, and (3) use the Survey Responses for the purpose of operating our business, including researching and developing new products and services, including new Surveys, to offer to you and third parties.

The Services may contain advertisements. As a condition of your access or use of the Services, you agree that we and our affiliates and third party partners may place advertising on the **Kinny** application and associated Services, including in Surveys..

We’re always happy to hear from you but if you volunteer any feedback or suggestions about the app or the Services, you agree that you will not submit to us any feedback or suggestions that you consider to be confidential or proprietary and that we can use your feedback and suggestions in any manner we deem is appropriate without compensating you.

9. Privacy

Your privacy matters to us. You can learn more about how we handle your information when you use our Services by reading our Privacy Policy. We encourage you to read it carefully because by using our Services you agree that we can collect, use and share your information in the ways described in that policy.

10. Limitations on Use

You agree not to use the Services to:

- a. upload or distribute any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
- b. collect information or data regarding other users, including email addresses or usernames, without their consent (e.g. using harvesting bots, robots, spiders, or scrapers);
- c. disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Services (e.g. a denial of service attack);
- d. attempt to gain unauthorized access to the Services or servers or networks connected to the Services (e.g. through password mining);
- e. interfere with another user's use and enjoyment of the Services; or
- f. attempt to earn, spend or transfer Kin in a manner that is not intended by the app.

11. Your Account

You are responsible for anything that happens in your **Kinny** account, including your tip wallet and (main) Kin wallet, therefore please keep it secure by keeping a strong password on your mobile device. Your **Kinny** app also requires password access, the safekeeping of which is paramount and your responsibility to keep secure.

Also, you agree that you will not:

1. create another account if we've disabled one you had unless you have our written permission first;
2. buy, sell, rent or lease access to your **Kinny** account or username unless you have our written permission first; or
3. log in or try to log in to access the Services through unauthorized third party applications or clients.

If you think someone has gained access to your account, please contact us at privacy@kinny.io

12. Data Charges

You are responsible for any mobile charges when you use the Services including data charges for use of the Services or updates or upgrades of new versions of the Services. If you're not sure what those charges may be, please ask your provider before using the Services.

13. Ownership

We, or our affiliates and licensors as applicable, retain all ownership and intellectual property rights in and to: (1) the Services; and (2) all modifications, improvements, customizations, updates, enhancements, derivative works, translations and adaptations to the foregoing.

14. Copyright

Our policy allows copyright owners to request removal of any infringing materials from our Application(s) and or services.

If you believe that **KINNY CO LTD** or one of its products unlawfully infringes the copyright(s) in a work, and want to have the material removed, please provide the following information to us in writing:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our Services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.
8. Please note that any misrepresentations in a written notification automatically subjects the complaining party to liability for any damages, costs and legal fees incurred by us in connection with having the written notification and allegation of copyright infringement legally assessed.

9. If you would prefer to write directly to our legal representative please contact us via the email address below requesting the address noting the clauses above.

Email: privacy@kinny.io

Or in Writing:

Kinny Co Ltd

Apt 24431 Chynoweth House

Trevisome Park

Truro

TR4 8UN

UK

15. Kinny, Kin and Kin Ecosystem

We may facilitate your access to a decentralized blockchain ecosystem stewarded by The Kin Ecosystem (the "**Kin Ecosystem**", and such decentralized blockchain ecosystem, the "**Ecosystem**") and use of the native token within the Kin Ecosystem ("**Kin**"). You can find out more about Kin and the Ecosystem at the following website: www.kinecosystem.org

You agree that: (a) you are using Kin in Kinny at your own risk, on an as-is and where-is basis; (b) you will abide by any policies made available by the Kinny in respect to the app, Kin and its role within the Kin Ecosystem; (c) we and any Kin and Kin Ecosystem associated apps are not representing or warranting that Kin has any real monetary value; (d) Kinny may discontinue the integration of Kin or the Ecosystem within the **Kinny** application at any time for any reason; and (e) We are not responsible for any Kin applications or opportunities developed by third parties that we may interact with directly, indirectly or not at all.

1. The **Kinny** application and web interface contains your tipping wallet and main Kin Wallet. We make available wallet services within the **Kinny** application for you to store Kin. The wallets are accessible to any person that has access to your mobile device and **Kinny** login details. Accordingly, you acknowledge and agree that it is your responsibility to maintain the safety and security of your mobile device, and that any

person having access to your mobile device and **Kinny** logins may be able to spend Kin that you have stored within your wallet.

2. Kin Earn and Spend Opportunities: We make available to you within the **kinny** application opportunities from us and third parties to earn or to spend Kin. While some of these opportunities will be integrated within the **Kinny** application and, accordingly, may appear as though they are part of the **Kinny** application, some of these opportunities may be from third parties and not us. While we may bring to your attention that an opportunity is made available by a third party, it is your responsibility to carefully review each opportunity. You acknowledge that any advert or survey that would appear to promote a product, service or seek to solicit your investment in any shape or form be it your time or your money is not endorsed or promoted by kinny, you expressly acknowledge that **Kinny** and **Kinny Co Limited** is not responsible for the content in any of the surveys, adverts or promotions that may be run within the various **Kinny** applications.
3. Irreversibility of Kin Transactions. You acknowledge that Kin transactions, including each time you spend or transfer Kin, are irreversible and that it is your sole responsibility to ensure you make each decision to spend or transfer Kin carefully.

16. Third Party Services

If you use a service, feature or product offered by a third party (including those we may jointly offer with a third party) (all together the "Third Party Services"), that third party's terms will govern their relationship with you. Please read and understand those terms and investigate any features that are important to you before using a Third Party Service. We are not responsible or liable for the third party terms or content on Third Party Services or actions taken under the third party's terms. We do not necessarily conduct a detailed review of and make no promises about the Third Party Services. Kinny incorporates Pollfish surveys; Pollfish also facilitates surveys from other survey providers, by engaging with Pollfish provided surveys you acknowledge that as is the case with all third party applications within or through kinny you are subject to the Pollfish and other third party(ies) terms and conditions.

17. Modifying the Services and Termination

We are always improving our Services and creating new ones. We may add or remove features, products or functionality, and we may also suspend or stop the Services at any time without notice.

We can also terminate this Agreement or deactivate your account if we think you've violated these Terms or for any reason.

We will not be liable to you for terminating this Agreement, including for termination of your account. No matter who ends this agreement, you and we will continue to be bound by Sections 8 (Rights You Give to Us), 9 (Privacy), 13 (Ownership), 14 (Copyright), 15 (Kinny, Kin and Kin Ecosystem), 16 (Third Party Services), 17 (Modifying the Services and Termination), 18 (Additional Terms for Specific Services), 19 (Indemnity), 20 (Disclaimers), 21 (Limitation of Liability), 22 (Choice of Law & Exclusive Venue), 23 (Resolution of Disputes), 24 (Severability), and 25 (Final Terms).

18. Additional Terms for Specific Services

Since we have a growing number of Services, we sometimes need to describe additional terms for specific Services. Those additional terms and conditions, which are available with the relevant Services, then become part of your agreement with us if you use those Services.

19. Indemnity

You agree to defend, indemnify and hold harmless us, our directors, officers, employees, affiliates, agents and suppliers ("KINNY CO LIMITED", "kinny") from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) brought by third parties resulting from or relating to: (i) your use of the Services; (ii) your Survey Responses; or (iii) your violation of these Terms. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that you are required to indemnify and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any claim falling under this section once we learn of it.

20. Disclaimers

The laws of certain jurisdictions do not allow the exclusion or limitation of legal warranties, conditions or representations, including limitations or exclusions of liability for incidental or consequential damages. If these laws apply to you, some or all of the following exclusions or limitations in these terms (including the following disclaimers) may not apply and you may have additional rights.

The services are provided “as-is” and “as available” and **Kinny Co Limited** (and its suppliers) expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, stability, accuracy, or noninfringement. **Kinny Co Limited** (and its suppliers) make no warranty that the services: (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; or (c) will be accurate, reliable, complete, legal, or safe. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. **Kinny Co Limited** is not responsible for any third party conduct on its services.

You hereby irrevocably and unconditionally release and forever discharge **Kinny Co Limited** also referred to as **Kinny** from any and all claims, demands, and rights of action, whether now known or unknown, that relate to any interactions with, or acts or omission of, the services and **Kinny Co Limited**. Whilst Kinny Co Limited and you by accepting the terms of this document are subject to the laws of the United Kingdom and relevant European Union laws. However should it be deemed lawful that we are subject to any of the laws of the United States of America then if you are a California resident:

You hereby waive california civil code section 1542 in connection with the foregoing, which states: “a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

21. Limitation of Liability

The laws of certain jurisdictions do not allow the exclusion or limitation of legal warranties, conditions or representations, including limitations or exclusions of liability for incidental or consequential damages. If these laws apply to you, some or all of the following exclusions or limitations in these terms (including the following limitations of liability) may not apply and you may have additional rights.

In no event will **Kinny Co Limited** be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special or punitive damages arising from this agreement, the sites, products or third party sites and products, even if **Kinny Co Limited** has been advised of the possibility of such damages. access to, and use of, the sites, products or third party sites and products are at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data resulting therefrom. notwithstanding anything to the contrary contained herein, **Kinny Co Limited's** liability to you for any damages arising from or related to this agreement, the sites and products (for any cause whatsoever and regardless of the form of the action), will at all times be limited to the greater of: (a) 25 pounds (£25) or (b) amounts you have paid to us for the use of the **Kinny** application in the prior 12 months (if any). **Kinny** is a free to use service and as such the greater amount at this time would be 25 pounds (£25). In no event will **Kinny Co Limited's** suppliers have any liability arising out of or in any way connected to this agreement, conversely Kinny Co Ltd will in no way be liable for any liability arising from your use of a third parties services or products. Some jurisdictions do not allow some of the limitations or exclusions of liability for damages described above, so the above limitation or exclusion may not apply to you and you may also have other legal rights that vary from jurisdiction to jurisdiction.

22. Choice of Law & Exclusive Venue

Except as prohibited by applicable law, these Terms are governed by the laws of the United Kingdom of England, Scotland, Northern Ireland and Wales, aside from its conflict of laws principles. Where the Terms allow claims to be resolved in Court, you agree to submit to the personal jurisdiction of the courts located within London, United Kingdom for the purpose of litigating all claims or disputes related to injunctions sought by us or other equitable relief to protect our intellectual property rights in any court of competent jurisdiction. The United

Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

23. Resolution of Disputes

1. **Mandatory Arbitration.** Any dispute or claim between you and us relating to or arising out of the Services or the Terms (except for small claims court matters or the injunctive or other equitable relief mentioned in Section 16 above), will be referred to and determined exclusively through binding confidential arbitration conducted in London in the United Kingdom of England, Scotland, Northern Ireland and Wales, unless the parties agree otherwise.
2. The arbitration will be held on an individual basis, before a single arbitrator and in accordance with the applicable United Kingdom laws. The arbitration will not be open to the public or media and all evidence discovered or submitted is confidential and may not be publicly disclosed, except as needed to enforce an arbitral award.
3. By entering into this agreement, you are giving up your right to go to court to assert any claims, except for matters that may be taken to small claims court in the United Kingdom of England, Scotland, Northern Ireland and Wales only.
4. You agree that in the event of pursuing any claim against **KINNY CO LIMITED** that all expenses incurred will be your sole responsibility to pay in full without any recourse to said expenses unless this specific part of the agreement is legally overridden by any judgement made in a court of law or legally binding arbitration in the UNITED KINGDOM subject to previous clauses on dispute resolution, court jurisdiction(location) and maximum liability on the part of **KINNY CO LIMITED**. Should you lose any claim against **KINNY CO LIMITED** you agree to pay any directly or indirectly associated **KINNY CO LIMITED** legal costs in full.

5. **Jury Trial Waiver.** The parties hereby waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes shall be resolved by arbitration under this arbitration agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, You and We waive all rights to a jury trial, instead electing that the dispute be resolved by a judge.
6. **Class Action Waiver.** The arbitration will be conducted on an individual basis and not in a class, consolidated or representative action. The arbitrator may not consolidate more than one person's claims, may not otherwise preside over any form of a representative, collective or class proceeding, and may not award class-wide relief.
7. **Right to Opt Out.** You have the right to opt out of this agreement to arbitrate by sending written notice of your decision to opt out, postmarked within 30 days of the date this Agreement, to the address listed in Section 9 (above). Your written notice must include the phone number and email address you used to sign up with your kinny account. If you send written notice, then the mandatory arbitration provisions in this Agreement will not apply to you or Kinny Co Limited. **IF YOU DO NOT SEND THIS WRITTEN NOTICE, THEN YOU AGREE TO BE BOUND BY THE MANDATORY ARBITRATION PROVISIONS IN THIS AGREEMENT.**

24. Severability

If any part of these Terms is found to be invalid, illegal or unenforceable for any reason, then that provision will be severed from these Terms to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

25. Final Terms

All rights not granted to you are reserved by KINNY CO LIMITED and all intellectual property in the Services is owned or licensed by us.

These Terms are the final, complete and exclusive agreement between you and us and supersede all prior agreements between us. Except where prohibited by applicable law, we reserve the right to change these Terms at any time without notice. Your continued access to and use of the Services after changes to these Terms indicates your acceptance of such changes. It is your responsibility to review these Terms regularly.

If we don't enforce a part of these Terms, it will not be considered a waiver. You can't transfer your rights or obligations under this agreement without our consent. The word "including" means including without limitation. We may assign these Terms in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or bankruptcy or other operation of law, without your consent.

If we need to contact you about these Terms, you: (1) agree to receive electronic messages from us; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other messages we send to you electronically satisfy all legal requirements as if they were in writing. We agree that these Terms and all related documents are in English.

Apple App Store Additional License Terms

If the Kinny application is provided to you through the Apple Inc. (Apple Inc. together with all of its affiliates, "Apple") App Store, the following terms and conditions apply to you in addition to all the other terms and conditions of these Terms:

1. The parties acknowledge these Terms are concluded between the parties, and not with Apple. The responsibility for the **Kinny** application and content thereof is governed by these Terms.
2. Notwithstanding anything to the contrary hereunder, you may use the **Kinny** application only on an iPhone or iPod touch that you own or control.

3. You and we acknowledge that Apple has no obligation to furnish any maintenance or support services with respect to the **Kinny** application.
4. In the event of any failure of the **Kinny** application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the **Kinny** application (if any) to you. Except for the foregoing, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the **Kinny** application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be governed by these Terms.
5. Any claim in connection with the **Kinny** application related to product liability, a failure to conform to applicable legal or regulatory requirements, or claims under consumer protection or similar legislation is governed by these Terms, and Apple is not responsible for such claim.
6. Any third party claim that the **Kinny** application or your possession and use of the **Kinny** application infringes that third party's intellectual property rights will be governed by these Terms, and Apple will not be responsible for the investigation, defense, settlement and discharge of such intellectual property infringement claim.
7. You represent and warrant that you are not: (i) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; or (ii) listed on any U.S. Government list of prohibited or restricted parties.
8. Apple is a third party beneficiary to these Terms and may enforce these Terms against you.
9. If any of the terms and conditions in these Terms are inconsistent or in conflict with Apple's applicable instructions for Minimum Terms for Developer's End User License Agreement (the current version as of the date these Terms was last updated is

located at:

<http://www.apple.com/legal/internet-services/itunes/appstore/dev/minterms/>) or the App Store Terms of Service (the current version as of the date these Terms was last updated is located

at: <http://www.apple.com/legal/internet-services/itunes/ca/terms.html>), the terms and conditions of Apple's instructions for Minimum Terms for Developer's End User License Agreement or App Store Terms of Service, as applicable, will apply to the extent of such inconsistency or conflict.

Google Play

If the **Kinny** application is provided to you through the Google Inc. (Google Inc. together with all of its affiliates, "Google") Google Play, the following terms and conditions apply to you in addition to all the other terms and conditions of these Terms:

1. You acknowledge that Google is not responsible for providing support services for the **Kinny** application.
2. If any of the terms and conditions in these Terms are inconsistent or in conflict with the Google Play Developer Distribution Agreement (the current version as of the date these Terms was last updated is located at <https://play.google.com/about/developer-distribution-agreement.html>), the terms and conditions of Google's Google Play Developer Distribution Agreement will apply to the extent of such inconsistency or conflict.

Contact Us

We welcome your comments, complaints, claims, questions and suggestions. Please send us feedback at support@kinny.io

KINNY CO LIMITED. Registered office address:

Apt 24431 Chynoweth House, Trevisson Park, Truro, TR4 8UN, UK

Privacy Policy

Version 1.1: 24 October 2018

Your data and privacy is important to us here at **Kinny Co Limited**. and our affiliates (“**Kinny**”, “**us**”, “**we**” or “**our**”). We created this policy to make sure you understand what data we collect about you, what we do with it, and how we protect your data when you use the **Kinny** application (the “**app**”, “**Kinny**”, or the “**Kinny application**”), including when you earn or redeem Kin currency, or visit and or use our website at **www.kinny.io** (the “**Services**”).

INFORMATION WE COLLECT

We collect information from you directly, when you use our Services, and from third parties.

Information you give us directly. In connection with providing Services to you, we collect certain information from you directly, such as:

- **Registration information:** when you sign up to use the app, you provide us with basic contact information like your phone number and email address (we use this to enable us to reset your app passwords should you lose or forget them). This information is also associated with you transaction history on the Kinny Co Ltd server(s).
- **Survey and Task Responses:** when you respond to any surveys, polls, questionnaires or tasks (together, “**Surveys**”) that we offer, we collect your responses and results (“**Survey Responses**”). We also collect information about which Surveys you elect to complete and how you respond to the Survey, including how quickly you respond to the questions, and how long you take to complete a Survey. Survey responses/results are non-identifiable but may include information you have declared in the particular survey or previously to Kinny in another survey/question such as your age and gender. Other information may include geographic information derived from IP addresses.
- **Survey and Task Preferences:** We may also ask you about which Surveys you’d prefer to see from us, or from which companies.
- **Communications:** when you reach out to us (through, for example, in-app reports made by you or emails sent by you to us), we collect and store the content and

details of that communication, including things like date, time, content and method of communication, identity verification information (if applicable) and resolution (if applicable).

- **Kin and kinny also known as the kinnytips, Wallet Information:** when you sign up to earn and spend Kin currency within the app, we collect information necessary to facilitate transactions involving Kin (such as the transaction value and the person with whom you are transacting; or if you're transferring Kin to someone else, that person's Kin Wallet information and details about the transfer), and create or connect your public wallet address.

Information we get when you use our Services. We collect certain information when you use our Services to, for example, earn, redeem or transfer Kin. Such information includes things like:

- **Log and data usage information:** we collect and process a record of your activity on our servers. This information may include details such as the date and time a message was sent, your internet protocol ("IP") address, and how you use third-party websites or services accessed through the app.
- **Device information:** we collect information from and about the device you use to access our Services, which may include information like your hardware model, operating system version, unique device identifiers, and mobile network information.
- **Location information:** based on your IP address, we may collect information about your general geographical location (which may identify you as being in a particular city or state/province), but we do not use GPS or similar methods to collect information about your precise location.
- **Kin transaction information within Kin and kinny tip Wallets:** when you choose to earn, spend or transfer Kin within the app, we collect and process a record of your transactions. Such information may include things like the date and time of a transaction, information identifying your account information and the account you are

transacting with. Transaction information may also include your public wallet address, balance, transaction history, and blockchain transaction identifiers (such as the transaction hash), the public wallet address of payors and payees. You should be aware that when you earn and spend Kin, your blockchain transactions will be publicly visible to anyone who has access to the blockchain.

- **Cookie Information:** we may collect information stored or recognized on your computer or mobile phone about things like your website activity and/or browser or device information through the use of cookies and similar technologies like web beacons.
- **Local storage information:** we may collect and/or store information such as photos or videos with an option to download locally on your device through things like browser web storage (including HTML5) and application data caches.

Information we get from Third Parties. We may collect information about you from other users, our partners, and third parties as more fully detailed below:

- **Third party information:** we may collect and process information about you from third-parties who offer services to you and/or us through the app, such as analytics companies who help us do things like understand what may have gone wrong in the app that caused your app to crash, or companies who offer services that you may choose to use. To the extent that you use any of these third-party services through the app, the third party's terms and privacy policies govern the use of those services.

HOW WE USE INFORMATION

We mostly use the information we collect about you to carry out the Services you have requested from us and to continuously improve your in-app experience, but we use the information in other ways too. Here is more detailed explanation of how we use your information:

- **Provide, maintain, and protect your in-app experience and use of Services.** We use information we collect about you to provide the Services you request from us and to provide the functionality of the app and the features you choose to use. For example, to allow you to earn, transfer and spend Kin.
- **Personalize content.** We use the information you provide to us to personalize content and make suggestions that are relevant to you, including providing advertisements which we believe will be of interest to you.
- **Analyze usage to maintain features that are working well and improve and/or develop new features to enhance your in-app experience.** We aim to continuously improve our offerings to bring you the best way to make meaningful connections. Accordingly, we are continuously analyzing how users access and use the app and its features in order to improve existing Services and develop new ones. Our analysis of how you use the app can help us do things like evaluate the popularity and functionality of certain features, identify and fix potential bugs, and understand what our users want. For example, your Kin transaction information helps us: (a) evaluate how quickly earning and spending Kin is being verified on the blockchain to ensure user satisfaction; and (b) understand what earning and spending experiences users prefer so we can give you more of what you want.
- **Provide, maintain, and improve Kin Transactions.** To make sure your intended Kin transactions are processed as intended, we use your information to, for example, carry out requested transactions, and to provide you with earn and spend opportunities.
- **Communicate with you.** The information we collect lets us keep you posted on our latest product announcements, software updates, upcoming events and any Surveys or earn and spend opportunities on the app if you haven't been active for a while. If you indicated that you wished to receive special offers, and information about services that might be of interest to you, we may occasionally send you messages

regarding such offers. If you do not wish to continue to receive these offers, you can block, unsubscribe, or email us at support@kinny.io. Changes may require up to ten business days to take effect.

- **Show and measure services.** We may use information to improve our offerings and measurement systems so that we can show you relevant services that may be of interest to you and measure the effectiveness and reach of the services.
- **Promote Safety and Security.** We may use your information to verify identity, determine eligibility to use the Services, and recommend appropriate Services. We also use information for loss prevention, anti-fraud, and to enforce our Terms of Service.
- **Provide Survey Responses to Third Parties:** We may (1) distribute, host, display, and otherwise publish your Survey Responses on an anonymized or de-identified basis, (2) analyze, research, consolidate, compile and/or aggregate the Survey Responses to sell to third parties on an anonymized or de-identified basis, and (3) use the Survey Responses for the purpose of operating our business, including researching and developing new products and services to offer to you and third parties.

HOW WE SHARE INFORMATION

We may share your information if you ask us to. For example, if you post content on social networking sites using the app, we provide your content as you've requested. You should note, however, that the information you choose to share on social networking sites is governed by the privacy policy of that social networking site and is not covered by this privacy policy; and you (not us) will be solely responsible for your use of those sites.

Other than information you've asked us to share, we do not share, sell or transfer your personal information without your consent, except as described below:

- **Third Party products and services.** Certain features you use through the kinny application may be offered by third parties and would be typically marked as such.

Those features may include things like Kin earn and spend offers, and Surveys. When you choose to use these third-party features, those third-parties (and other users of those third party services) may be able to see things like your Survey Responses, your public wallet address, and your approximate location. These third-parties may use this information as described in their privacy policies, which can include advertising. You agree that we are not responsible for how these third parties collect or use your information.

- We may, from time to time, share non-personal aggregated information with third parties.
- **Our service providers.** We use third-party service providers to help operate our business. Examples include suppliers who host our data or provide customer service. Phone numbers linked to the kin wallet integrated into the kinny application or services that you provide for authentication will be sent and stored by Google to improve our spam and abuse prevention across Google services, including but not limited to Firebase. We require all service providers to maintain confidentiality. Use of your personal information by our service providers is further limited to the information they need to provide services on our behalf. For more information about how these service providers treat your personal information, contact us at the address below.
- **Our related companies.** In the future we may share some or all of your information with our affiliated companies, subsidiaries, or joint ventures, provided that they are subject to and conditioned upon strict adherence to this Privacy Policy.
- **To protect kinny and its users, or for legal purposes.** We may disclose your information: (a) if we think it's needed to detect, prevent or address illegal activity, or identify, contact or bring legal action against someone who appears to be causing injury to or interfering with our rights or property or users of the app; (b) as part of a legal matter or investigation, including an investigation related to a suspected breach of our Terms of Service; (c) when we believe that disclosure is required or permitted by law, including when responding to subpoenas, warrants, production orders, or

similar instruments; or (d) if we believe that disclosure is needed to protect your safety or the safety of others, including when there is an emergency involving potential harm, loss of security or serious injury to people or threats of such emergencies.

- **Merger, financing or sale.** We may share your information in connection with a merger, financing, acquisition, dissolution transaction, bankruptcy or proceeding involving sale, transfer, divestiture of all or a portion of our business or assets. If another company acquires our business or assets, that company will have your information collected by us and will assume the rights and obligations regarding your information as allowed by this privacy policy.

HOW LONG WE KEEP YOUR INFORMATION

We keep your personal information for different periods of time depending on why we collected it and how we use it, but we keep it only as long as necessary and relevant for us to provide the Services, maintain our legitimate business operations, and/or or meet our legal obligations.

SEVERABILITY

If any part of these Terms is found to be invalid, illegal or unenforceable for any reason, then that provision will be severed from these Terms to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

USER CONTROLS

You can also request access, update or correct any inaccuracies by emailing support@kinny.io We may ask you for certain information in order to verify your identity.

You can control app notifications through your device's settings.

SECURITY OF YOUR INFORMATION

We store, use, and maintain your personal information using reasonable security measures designed to protect the security of your personal information. Such measures vary depending on the nature of your information. It is important that you protect and maintain your account's security by keeping your device secure, and immediately tell us of any unauthorized access or use of your account by emailing privacy@kinny.io

Despite these efforts, you should know that we cannot fully eliminate security risks associated with online transmissions. We cannot guarantee that unauthorized access, hacking, data loss, or other breaches will never occur, and we cannot guarantee the security of your information. You are responsible for helping to protect the security of your information by having a strong password on your device.

EUROPEAN USERS

For citizens of the European Union, you should know that **KINNY CO LIMITED** under which **kinny** operates is a controller and a processor of your personal information. The legal bases for which we collect and use the information described above depends on what the information is and why we collected it. The four bases upon which we rely include:

- **Contract.** This means we need the information to perform our contract with you. For example, when you want to send a message, we use information to carry out your request to transmit that message to its intended recipient; and when you initiate a Kin transaction, we use information in order to make sure you are correctly credited or debited the Kin you've earned or spent.
- **Legitimate Interests.** This means we have a legitimate interest that does not outweigh your privacy rights. When we collect and process information based on our legitimate interests, we consider how we can accomplish what we need to in a way that is the least obtrusive on your privacy. For example, it is in our interest to protect your safety and security in the app, so we collect and use information that has been flagged by users or requested by law enforcement; to make sure you are satisfied with how the Services work, troubleshoot technical problems or develop new features, we collect and use information about how you and others use the Services;

and to respond to your service inquiries, we collect and use information in that request and, if relevant to the inquiry, information about how you access and use the Services.

- **Legal Obligation.** We may need to use your personal information to comply with a law enforcement preservation request, subpoena, or other legal process or to protect the rights of other users.
- **Consent.** If we have no other legal basis for collecting or using your information, we will ask you for consent for a specific purpose. If we do, you have the right to withdraw consent at any time. Withdrawing your consent will not apply to any processing conducted in reliance on lawful processing bases other than consent.

EU Users' Rights

In addition to other rights detailed in the policy (such as requesting deletion, correction or updating of your personal information), EU citizens have certain rights regarding your personal information, including:

- **Right to Object or Restrict Processing.** You have the right to object to or restrict our use of your personal information for direct marketing purposes or under certain circumstances when the legal bases for using your information is based upon our legitimate interest. If you wish to object to our use of your information, you can send us a request to delete your account by emailing support@kinny.io
- **Right to Erasure.** Kinny only obtains the minimum data to deliver you Kinny services, The data can be as non identifiable as you require it to be. You have the right to have your personal data erased and no longer processed in certain circumstances. You can send us a request to delete your account by emailing privacy@kinny.io Upon receiving the request, we will make a reasonable effort to delete your personal information from the app if applicable and from our internal network within a reasonable period of time as long as we are not obligated to preserve your information due to things like law enforcement preservation requests, subpoenas,

investigations, litigation, or otherwise meet any of our other legal obligations including a clear attributable record of what could be regarded as financial transactions. We may also retain depersonalized information after deletion.

- **Data Portability.** You can exercise your right to export your personal data by emailing support@kinny.io
- **File a Complaint.** You have the right to complain to the data protection authority. To find contact details email privacy@kinny.io and we will endeavour to assist you.

California Privacy Notice

We do not respond to Do Not Track signals. As Kinny Co Limited is incorporated and operates out of the United Kingdom we recognise and operate under UK law and applicable European Law. If a resident of California chooses to utilise our services they acknowledge that we are subject to the relevant laws of the United Kingdom of England, Scotland, Northern Ireland and Wales and the European Union only, not the United States of America, California or any other geographic region. However should it be deemed by the courts that any of the laws of United States of America can be applied to your relationship with us for whatever reason then you agree to the following:

(As provided by California Civil Code Section 1798.83)

A California resident who has provided personal data to a business with whom he/she has established a business relationship for personal, family, or household purposes (a "California customer") may request information about whether the business has disclosed personal information to any third parties for the third parties' direct marketing purposes. In general, if the business has made such a disclosure of personal data, upon receipt of a request by a California customer, the business is required to provide a list of all third parties to whom personal data was disclosed in the preceding calendar year, as well as a list of the categories of personal data that were disclosed. California customers may request further information about our compliance with this law by e-mailing privacy@kinny.io . please note that we are required to respond to one request per california customer each year and we are not required to respond to requests made by means other than through this email address.

CHILDREN

Our Services are not intended for children under the age of 13 (or under 16 for children located in the European Union) (collectively, "Children"). Children are not permitted to use these Services, and we do not knowingly collect, use, store or disclose their personal information. If we learn that we have inadvertently collected personal information of Children, we will take reasonable measures to delete the information as soon as possible.

DATA TRANSFERS

We store information on servers located in the United Kingdom, and may also store information on servers and equipment in other countries. Accordingly, when you use our Services, your personal information may be sent to other countries in the EU and potentially outside of the EU. Because of this, your personal information may be available to legal authorities under a lawful order made in that country; and the laws of those countries may be less strict regarding your personal information than the laws where you live.

Personal information collected in the UK may be transferred to, and stored at, a destination outside of the UK and processed by employees operating outside of the UK who work for us, one of our business partners, or service providers for example the EU or the United States of America. When we transfer personal information across country borders, we will make sure there is a transfer mechanism in place to transfer the data in a manner consistent with that described in this Privacy Policy.

WHEN THIS POLICY APPLIES

Our Privacy Policy applies to all of the Services offered by Kinny Co Limited and its affiliates. It does not apply to services offered by other companies or individuals including the Kin Ecosystem Foundation, should you engage with other third parties in the course of using the Kinny application(s) then you will be bound by these third parties particular Terms of Service and Privacy Policy.

PRIVACY CONTACT

If you have any questions, comments, complaints or suggestions, please contact us at:

Kinny Co Limited

Apt 24431 Chynoweth House

Trevisson Park

Truro

TR4 8UN

UK

Or email: privacy@kinny.io

UPDATES TO THIS POLICY

Be sure to check back often for the latest information on our privacy practices. When we update this Privacy Policy we will change the “Last Updated” date above. We may also notify you of changes to this policy through the app or by email.

Website Specific Privacy policy

Version 1.1: 24 October 2018

This privacy policy applies between you, the User of this Website and Kinny Co Limited, the owner and provider of this Website. Kinny Co Limited takes the privacy of your information very seriously. This privacy policy applies to our use of any and all Data collected by us or

provided by you in relation to your use of the Website.

The terms of this Privacy Policy are to be accepted in conjunction with the Privacy Policy associated with the Kinny Apple App store and Google Play privacy policies.

Definitions and interpretation

In this privacy policy, the following definitions are used:

Data	collectively all information that you submit to KINNY CO LIMITED via the Website. This definition incorporates, where applicable, the definitions provided in the Data Protection Laws;
Cookies	a small text file placed on your computer by this Website when you visit certain parts of the Website and/or when you use certain features of the Website. Details of the cookies used by this Website are set out in the clause below (Cookies);
Data Protection Laws	any applicable law relating to the processing of personal Data, including but not limited to the Directive 96/46/EC (Data Protection Directive) or the GDPR, and any national implementing laws, regulations and secondary legislation, for as long as the GDPR is effective in the UK;
GDPR	the General Data Protection Regulation (EU) 2016/679;
KINNY CO LIMITED, or us	a company incorporated in England and Wales with registered number Apt 24431 whose registered office is at Chynoweth House, Trevisson Park, Blackwater, Cornwall, TR4 8UN;
UK and EU Cookie Law	the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011;
User or you	any third party that accesses the Website and is not either (i) employed by KINNY CO LIMITED and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to KINNY CO LIMITED and accessing the Website in connection with the provision of such services; and

Website

the website that you are currently using, www.kinny.io, and any sub-domains of this site unless expressly excluded by their own terms and conditions.

In this privacy policy, unless the context requires a different interpretation:

- the singular includes the plural and vice versa;
- references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this privacy policy;
- a reference to a person includes firms, companies, government entities, trusts and partnerships;
- "including" is understood to mean "including without limitation";
- reference to any statutory provision includes any modification or amendment of it;
- the headings and subheadings do not form part of this privacy policy.

Scope of this privacy policy

This privacy policy applies only to the actions of KINNY CO LIMITED and Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.

For purposes of the applicable Data Protection Laws, KINNY CO LIMITED is the "data controller". This means that KINNY CO LIMITED determines the purposes for which, and the manner in which, your Data is processed.

Data collected

We may collect the following Data, which includes personal Data, from you:

- contact Information such as email addresses and telephone numbers;
- IP address (automatically collected);
- We may collate a list of URLs starting with a referring site, your activity on this Website, and the site you exit to (automatically collected);
- Your chosen username, social media user ids;
- in each case, in accordance with this privacy policy.

How we collect Data

- We collect Data in the following ways:
- data is given to us by you;
- data is received from other sources; and

- data is collected automatically.

Data that is given to us by you

- KINNY CO LIMITED will collect your Data in a number of ways, for example:
- when you contact us through the Website, by telephone, post, e-mail or through any other means;
- when you register with us and set up an account to receive our products/services;
- when you complete surveys that we use for research purposes (although you are not obliged to respond to them);
- when you use our services;
- in each case, in accordance with this privacy policy.

Data that is received from publicly available third parties sources

- We will receive Data about you from the following publicly available third party sources: Social Media Companies

Data that is collected automatically

- To the extent that you access the Website, we will collect your Data automatically, for example:
- we automatically collect some information about your visit to the Website. This information helps us to make improvements to Website content and navigation, and includes your IP address, the date, times and frequency with which you access the Website and the way you use and interact with its content.
- we will collect your Data automatically via cookies, in line with the cookie settings on your browser. For more information about cookies, and how we use them on the Website, see the section below, headed "Cookies".

Our use of Data

- Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website. Specifically, Data may be used by us for the following reasons:

- provision of KINNY CO LIMITED and its affiliated **kinny** services ;
- We may use your Data for the above purposes if we deem it necessary to do so for our legitimate interests. If you are not satisfied with this, you have the right to object in certain circumstances (see the section headed "Your rights" below).
- When you register with us and set up an account to receive our services, the legal basis for this processing is the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
- We may use your Data to show you KINNY CO LIMITED adverts and other content on other websites. If you do not want us to use your data to show you KINNY CO LIMITED adverts and other content on other websites, please turn off the relevant cookies (please refer to the section headed "Cookies" below).

in each case, in accordance with this privacy policy.

Who we share Data with

- We may share your Data with the following groups of people for the following reasons:
- our employees, agents and/or professional advisors - information may be shared in order for KINNY CO LIMITED to deliver the services of the kinny application(s);
- third party service providers who provide services to us which require the processing of personal data - to help third party service providers in receipt of any shared data to perform functions on our behalf to help ensure the website and associated kinny applications runs smoothly;

in each case, in accordance with this privacy policy.

Keeping Data secure

- We will use technical and organisational measures to safeguard your Data, for example: a.) access to your account is controlled by a password and a username that is unique to you. b.) we store your Data on secure servers.
- Technical and organisational measures include measures to deal with any suspected data breach. If you suspect any misuse or loss or unauthorised access to your Data, please let us know immediately by contacting us via this email address: privacy@kinny.io
- If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft,

viruses and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by HM Government and leading businesses.

Data retention

- Unless a longer retention period is required or permitted by law, we will only hold your Data on our systems for the period necessary to fulfil the purposes outlined in this privacy policy or until you request that the Data be deleted.
- Even if we delete your Data, it may persist on backup or archival media for legal, tax or regulatory purposes.

Your rights

- You have the following rights in relation to your Data:
 - **Right to access** - the right to request (i) copies of the information we hold about you at any time, or (ii) that we modify, update or delete such information. If we provide you with access to the information we hold about you, we will not charge you for this, unless your request is "manifestly unfounded or excessive." Where we are legally permitted to do so, we may refuse your request. If we refuse your request, we will tell you the reasons why.
 - **Right to correct** - the right to have your Data rectified if it is inaccurate or incomplete.
 - **Right to erase** - the right to request that we delete or remove your Data from our systems.
 - **Right to restrict our use of your Data** - the right to "block" us from using your Data or limit the way in which we can use it.
 - **Right to data portability** - the right to request that we move, copy or transfer your Data.
 - **Right to object** - the right to object to our use of your Data including where we use it for our legitimate interests.
- To make enquiries, exercise any of your rights set out above, or withdraw your consent to the processing of your Data (where consent is our legal basis for processing your Data), please contact us via this email address:

privacy@kinny.io

- If you are not satisfied with the way a complaint you make in relation to your Data is handled by us, you may be able to refer your complaint to the relevant data protection authority. For the UK, this is the Information Commissioner's Office (ICO). The ICO's contact details can be found on their website at <https://ico.org.uk/>.
- It is important that the Data we hold about you is accurate and current. Please keep us informed if your Data changes during the period for which we hold it.

Transfers outside the European Economic Area

- Data which we collect from you and is shared with necessary third parties such as clothing fulfillment and payment processing may be stored and processed in and transferred to countries outside of the European Economic Area (EEA).
- We will only transfer Data outside the EEA where it is compliant with data protection legislation and the means of transfer provides adequate safeguards in relation to your data. For example while we do not share your data with payment providers, this is something you do with explicit intent we have chosen payment providers PayPal and Stripe because they adhere to a strict implementation of GDPR policies.
- To ensure that your Data receives an adequate level of protection, we have put in place appropriate safeguards and procedures to be followed should we share your Data with third parties . This ensures your Data is treated by those third parties in a way that is consistent with the Data Protection Laws.

Links to other websites

- This Website may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

Changes of business ownership and control

- KINNY CO LIMITED may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of KINNY CO LIMITED. Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy, be permitted to use the Data for the purposes for which it was originally supplied

to us.

- We may also disclose Data to a prospective purchaser of our business or any part of it.
- In the above instances, we will take steps with the aim of ensuring your privacy is protected.

Cookies

- This Website may place and access certain Cookies on your computer. KINNY CO LIMITED uses Cookies to improve your experience of using the Website and to improve our range of services. KINNY CO LIMITED has carefully chosen these Cookies and has taken steps to ensure that your privacy is protected and respected at all times.
- All Cookies used by this Website are used in accordance with current UK and EU Cookie Law.
- Before the Website places Cookies on your computer, you will be presented with a message bar requesting your consent to set those Cookies. By giving your consent to the placing of Cookies, you are enabling KINNY CO LIMITED to provide a better experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of the Website may not function fully or as intended.
- This Website may place the following Cookies:

Type of Cookie	Purpose
Strictly necessary cookies	These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
Analytical/performance cookies	They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
Functionality cookies	These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by

	name and remember your preferences (for example, your choice of language or region).
Targeting cookies	These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

- You can find a list of Cookies that we use in the Cookies Schedule.
- You can choose to enable or disable Cookies in your internet browser. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser.
- You can choose to delete Cookies at any time; however you may lose any information that enables you to access the Website more quickly and efficiently including, but not limited to, personalisation settings.
- It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.
- For more information generally on cookies, including how to disable them, please refer to aboutcookies.org. You will also find details on how to delete cookies from your computer.

General

- You may not transfer any of your rights under this privacy policy to any other person. We may transfer our rights under this privacy policy where we reasonably believe your rights will not be affected.
- If any court or competent authority finds that any provision of this privacy policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected.
- Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- This Agreement will be governed by and interpreted according to the law of

England and Wales. All disputes arising under the Agreement will be subject to the exclusive jurisdiction of the English and Welsh courts.

Changes to this privacy policy

- KINNY CO LIMITED reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy policy on your first use of the Website following the alterations. You may contact KINNY CO LIMITED by email at privacy@kinny.io

Attribution

- This privacy policy was created with the assistance of Rocket Lawyer

Cookies

Below is a list of the cookies that we use or may use. We have tried to ensure this is complete and up to date, but if you think that we have missed a cookie or there is any discrepancy, please let us know.

Strictly necessary

We use the following strictly necessary cookies:

Description of Cookie	Purpose
Session cookie	We may use this session cookie to remember you and maintain your session whilst you are using our website

Analytical/performance

We use the following analytical/performance cookies:

Description of Cookie	Purpose
Analysis cookie	We may use this cookie to help us analyse how users use the website

Functionality

We use the following functionality cookies:

Description of Cookie	Purpose
Identifier and analytical cookie	We use this cookie to identify your computer and analyse traffic patterns on our website

Targeting

We use the following targeting cookies:

Description of Cookie	Purpose
Smart cookie	We may use this cookie to enable us to show you adverts while you are browsing our website and other websites on the internet

UPDATES TO THIS POLICY

Be sure to check back often for the latest information on our privacy practices. When we update this Privacy Policy we will change the “Last Updated” date above. We may also notify you of changes to this policy through the app or by email.