

**Effective 3.16.2021**

**Last Amended 3.16.2021**

## **TERMS OF SERVICE**

Please read these Terms of Service ("Terms", "Terms of service") carefully before creating an account and using the Lehulehu mobile application (the "Service") operated by Kai Loa, Inc. ("us", "we", "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

***By signing up for an account accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service. Many of the terms and conditions contained in this Terms of Service impact your rights and obligations and how you access and use our Service and this is why we urge you to read these Terms carefully.***

### **Changes to Terms**

We reserve the right, at our discretion, to change, modify, add, or remove portions of the Terms or Privacy Policy at any time by posting the amended Terms or Privacy Policy on our site or within the Services (such as through in-game notices). We may provide additional notice, such as an e-mail message or messaging within the Services, of any material changes. Unless we state otherwise, changes are effective when posted. New versions of the Terms and any other policies, codes, or rules will be accessible at lehulehu.io or from within the Services. If you continue to use the Services after the changes are posted, you are agreeing that the changes apply to your continued use of the Services.

You can't make changes to the Terms, Community Rules, or Feature Terms unless both you and Kai Loa, Inc. sign a written amendment.

If you have a dispute with Kai Loa, Inc., the version of the Terms and Privacy Policy in effect at the time Kai Loa, Inc. received actual notice of the dispute will apply to such dispute.

If the Terms or our Privacy Policy have any provisions or information that conflict with other Kai Loa, Inc. terms or policies, these Terms and the Privacy Policy as applicable shall govern.

### **Conditions of Use of Services**

We are excited in your interest in our educational mobile application game Lehulehu as part of our Service, but there are certain limitations on who can use our Service. Therefore, you may not use our Service if:

- You cannot enter into a binding contract with Kai Loa, Inc.
- You are under 13 years of age (or under 16, if you are located in the European Economic Area (the "EEA")), in which case you must not create an Account, use any of our

Services, or submit personal information in the Services or to Kai Loa, Inc. (for example, your name, address, telephone number, or email address). This prohibition does not apply if, and only if, a Kai Loa, Inc. Service has an age-gate that collects age information before allowing a user to proceed and that age-gate allows users who identify themselves as under 13 years of age (or under 16 in the EEA) to use the Service. (As described in our Privacy Policy, in those instances, we will either provide a version of that Service that does not collect, use, or disclose personal information, except where and to the extent permitted by applicable data protection laws, including without limitation the Children's Online Privacy Protection Act, or obtain legally valid parental consent.)

- You are not allowed to receive products, including services or software, from the United States, for example if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals.
- You are a convicted sex offender.
- You have previously been banned from playing any Kai Loa, Inc. game or using any Kai Loa, Inc. Service, unless Kai Loa, Inc. has reversed that ban, in its sole discretion.

If you are under the age of 18, or under the age of majority where you are located, you represent that your legal guardian has reviewed and agreed to these Terms.

#### Account Creation and Use; Security

In order to use our Services, we ask you to create an Account and select a password and/or provide us with certain personal information, which may include your name, birthdate, e-mail address, and, in some cases, payment information. This information will be held and used in accordance with our Privacy Policy.

You agree to supply us with accurate, complete, and up-to-date information, particularly your email address.

You are responsible for maintaining the security of your Account. Don't share your Account details with others or allow others to access or use your Account. We will treat all acts performed through your Account as being performed by you. You therefore accept responsibility for all acts done using your Account, whether or not authorized by you, including purchases made using any payment instrument (for example, credit card or PayPal), and you understand you may be held liable for losses incurred by us or any other user of the Services caused by someone else using your Account.

If you become aware of any actual or suspected loss, theft, fraud, or unauthorized use of your Account or Account password, please tell us immediately.

**We reserve all rights to terminate accounts, edit or remove content and cancel orders in their sole discretion.**

#### Privacy Policy

Before you continue using the Service, we advise you to read our Privacy Policy ([lehulehu.io](http://lehulehu.io))

regarding our user data collection. It will help you better understand our practices.

### **Copyright**

Content published on the Service (digital downloads, images, texts, graphics, logos) is the property of Kai Loa, Inc. and/or its content creators and protected by international copyright laws. The entire compilation of the content found on the Service is the exclusive property of Kai Loa, Inc., with copyright authorship for this compilation by Kai Loa, Inc.

### **Communications**

Communication with us is electronic. Every time you send us an email or visit the Service, you are going to be communicating with us. You hereby consent to receive communications from us. You also agree that all notices, disclosures, agreements and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

### **Applicable Law**

By visiting the Service, you agree that the laws of the State of Hawaii, without regard to principles of conflict laws, will govern these Terms of Service, or any dispute of any sort that might come between Kai Loa, Inc. and you, or its business partners and associates.

### **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Disputes**

Before bringing a formal legal case, you must first contact us (See Contact Us below). Any and all claims, controversies, or disputes arising out of or relating to this Term that cannot be resolved, or the breach thereof, shall be fully and finally resolved by arbitration in accordance with the Rules, Procedures, and Protocols for Arbitration of Disputes of Dispute Prevention & Resolution, Inc., a Hawaii corporation, then in effect. In the event arbitration is invoked, the Parties agree that one (1) arbitrator shall be appointed to hear and resolve the case. The parties agree to limit any arbitration brief submitted to the arbitrator to ten (10) maximum pages. The parties further agree that the cost of arbitration shall be split with any award of the arbitrator to include the prevailing party's attorneys' fees and costs and the award shall be binding upon the parties and that judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

### **Comments, Reviews, and Emails**

Visitors may post content as long as it is not obscene, illegal, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or injurious in any other way to

third parties. Content has to be free of software viruses, political campaign, and commercial solicitation.

We reserve all rights (but not the obligation) to remove and/or edit such content. When you post your content, you grant Kai Loa, Inc. non-exclusive, royalty-free and irrevocable right to use, reproduce, publish, modify such content throughout the world in any media.

### **License and Site Access**

We grant you a limited license to access and make personal use of the Service. You are not allowed to download or modify it. This may be done only with written consent from us.

### **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by Kai Loa, Inc.

Kai Loa, Inc. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Kai Loa, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

### **Separation of Terms**

Each of the paragraphs of these Terms operates separately. If any part of these Terms is not enforceable, the rest of these Terms still apply and are binding, and any unenforceable term will be substituted with a term that comes as economically close to the unlawful or unenforceable term as possible.

### **Assignment**

We may give our rights, or our obligations, under these Terms, Feature Terms, or Community Rules to any person or entity at any time with or without your consent. You may not give your rights or your obligations under these Terms, Feature Terms, or Community Rules to anyone without first getting Kai Loa, Inc.'s written consent, and any attempt to do so without our consent is void.

### **Entire Agreement**

These Terms, and any other policies or rules we reference in these Terms, make up the entire agreement between you and us relating to the subject matter of these Terms, and supersede all prior understandings of the parties relating to the subject matter of these Terms, whether those prior understandings were electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us. This provision does not apply to users located in the EEA.

### **Language of Terms**

If we provide a translated version of these Terms and Privacy Policy, or any other terms or

policy, it is for informational purposes only. If the translated version means something different from the English version, then the English meaning will be the one that applies. This provision does not apply to users located in the EEA.

### **No Waiver**

If we do not enforce our rights under these Terms or Privacy Policy that does not waive our right to do so later. And, if we do expressly waive a provision of these Terms or Privacy Policy that does not mean it is waived for all time in the future. If we do waive a default or breach by you, we will only do so in writing, and that will not mean that we will automatically waive any later default or breach by you.

### **Notice**

If we have to give you notice of something according to the Term or Privacy Policy, we may notify you by posting a message on lehulehu.io or in the Service you play, sending you an e-mail, or using other ways of communicating with you based on the contact information you provide to us. If you are located in the United States and you have to give us notice of something according to the Terms or Privacy Policy the notice must be in writing and addressed to Kai Loa, Inc. Attn: 46-500 Kuneki Street, Kaneohe, HI 96744, unless we have provided a more specific way of notifying us.

If you are located anywhere other than the United States, and you have to give us notice of something according to the Terms or Privacy Policy, then the notice must be in writing and sent to us through lehulehu@kamakau.com unless we have provided a more specific method way of notifying us.

### **Force Majeure**

We are not liable for any changes or problems out of our control, for example changes or problems caused by natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials This provision does not apply to users located in the EEA.

### **Contact Us**

If you have any questions about these Terms, please contact us at:

- By email: lehulehu@kamakau.com
- By mail: 46-500 Kuneki St., Kaneohe, Hawaii 96744