

Terms of use

Version: 1

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These Terms of Use between Kallidus Limited (“Kallidus”) and a user (“User” or “You”) govern the use of this application (the “Kallidus App”). By accessing and using the Kallidus App on the web or on any other applications that give access to this application (e.g. within another platform like Slack or Microsoft Teams), You agree to be bound by the following Terms of Use. If You do not agree to these terms, you must not use the Kallidus App.

Kallidus reserves the right to update and modify the Terms of Use at any time without notice. Any changes Kallidus may make to these Terms of Use in the future will be notified to You by posting an updated version of the Terms of Use on this page with an updated revision date. Should You continue to use the Kallidus App after any such modifications have been made, this shall constitute your agreement to such modifications. It is your responsibility to periodically review these Terms of Use to stay informed of any updates and modifications.

Any new features that augment or enhance the current Kallidus App, including the release of new tools and resources, shall be subject to these Terms of Service.

1 – Usage

You may use the Kallidus App only if you are 16 years or older, capable of forming a binding contract with Kallidus and not barred from using the Kallidus App under applicable law.

You must be a human. Accounts registered by “bots” or other automated methods are not permitted.

You are responsible for maintaining the privacy and security of your account. Kallidus will not be held liable for any damage or loss that may result from your failure to protect your login information, including your password.

Kallidus may communicate with You via email, in-app messages or pushed notifications regarding your account, system updates, or other issues related to your account.

You are responsible for all content, text, scripts, images, videos, SCORM files or other tangible or intangible material that is sent to, uploaded to or otherwise appears in the App which has not been created or provided by

Kallidus (“User Content”) and activity that occurs under your account. You must not upload or contribute any User Content not originally created by You, or any User Content which is not properly licensed to You by someone else for uploading or contributing. You must not upload or contribute any User Content that (a) amounts to an unauthorised disclosure of confidential information, or (b) infringes or violates any rights of a third party.

You must not upload or contribute any User Content that is discriminatory, unlawful, harmful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable, or violates any party’s intellectual property or these Terms of Use. Kallidus may, at its option and without prejudice to any other rights it has under these Terms of Use, remove any User Content that Kallidus determines, in its sole discretion, breaches this clause.

You must not access or use the Kallidus App for any purpose other than that for which we make it available nor use the Kallidus App for any illegal or unauthorised purpose. You agree not to act in a way that risks damaging, deactivating, or overloading the Kallidus App or its infrastructure. You must not, in your use of the Kallidus App, violate any laws in your jurisdiction (including but not limited to copyright laws).

You agree not to resell, licence, distribute, transfer, duplicate, reproduce, republish, upload, disclose, post, display or otherwise exploit any part of the Kallidus App without the express written permission of Kallidus.

You agree not to export or collect, by any electronic or other means, email addresses or other information of other users of the Kallidus App for the purpose of sending emails or other unsolicited correspondence.

2 - Access

The Kallidus App ‘pairs’ with Kallidus’ software products (the “Products”). These Products are purchased typically by your employer. The Kallidus App will only work if You have access to at least one of these Products.

No additional charges will be levied for using the Kallidus App aside from those subscription charges levied with your employer for the use of any Products.

3 - Modifications to the Service and Fees

Kallidus reserves the right to modify, suspend, or discontinue the Kallidus App (or any part thereof) at any time for any reason with or without notice.

Kallidus will not be liable to You or any third party for any such modification, suspension or discontinuation of the Kallidus App.

4 - Cancellation and Termination

As the Kallidus App 'pairs' with Kallidus Products typically purchased by your employer, you do not need to cancel your use of the Kallidus App. To stop using it You can choose to no longer use it or uninstall it from your system if possible.

Kallidus may, at its discretion, terminate or suspend your access to the Kallidus App for it becomes aware or suspects that You have committed, a breach of these Terms of Use. Upon termination, your right to use the Kallidus App will immediately cease.

5 - Rights

Kallidus does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that You may have to use and exploit your User Content. You can remove your User Content by specifically deleting it, or by following procedures outlined in our Privacy Policy.

Subject to the foregoing, Kallidus and its licensors exclusively own all right, title and interest in and to the Kallidus App and any content (excluding User Content) accessible via the Kallidus App ("Content"), including all associated intellectual property rights. You acknowledge that the Kallidus App and Content are protected by copyright, trademark, and other laws of England and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Kallidus App or Content.

6 – Disclaimer of Warranties

Your use of the Kallidus App, including any Content, information or functionality contained within it, is provided "as is" and "as available" with no representations or warranties of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You assume total responsibility and risk for your use of the Kallidus App.

Kallidus makes no warranties regarding (i) your ability to use the Kallidus App, (ii) your satisfaction with the Kallidus App, (iii) that the Kallidus App will

be available at all times, uninterrupted, and error-free (iv), the accuracy of mathematical calculations performed by the Kallidus App, and (v) that bugs or errors in the Kallidus App will be corrected.

7 - General Conditions

If any provision of the Terms of Use is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

The failure of Kallidus to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

The Terms of Use incorporate, and should be read together with, the Kallidus App Privacy Notice.

The Terms of Use sets forth the entire understanding between You and Kallidus as to the Kallidus App and supersedes any prior agreements between You and Kallidus (including, but not limited to, prior versions of the Terms of Use).

Any questions regarding the Terms of Use should be addressed to product@kallidus.com

8 - Limitation of Liability and Indemnity

Save in respect of liability for death or personal injury caused by negligence or for fraud, Kallidus will not be liable directly or indirectly in contract, tort, equity or otherwise for any losses, liabilities, claims, actions, demands, proceedings, damages, costs, charges or expenses whatsoever in connection with the Kallidus App, including, without limitation, any indirect, special or consequential loss or damage, or any loss of data, profits or goodwill.

You shall indemnify and hold harmless Kallidus and its officers, directors, employees, agents and representatives in full against all claims, demands, actions, losses, liabilities, costs and expenses (including reasonable legal costs and disbursements) which Kallidus suffers or incurs in connection with or arising out of your acts, omissions or defaults in respect of your obligations under these Terms of Use.

9 – Governing Law

These Terms of Use shall be governed by and construed in accordance with English law. The Parties irrevocably submit to the exclusive jurisdiction of the English courts to resolve any dispute or claim arising out of or in connection with these Terms of Use.