

Terms And Conditions

Last Revised: 05/07/2021

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE.

These Terms of Use (“Terms”) apply to your access to, and use of, the websites of Symatri, LLC, Kala and its subsidiaries and affiliated companies (“Symatri,” “we” or “us”) (collectively, the “Sites”).

Symatri reserves the right to change or modify the terms and conditions contained in these Terms or any policy or guideline of the Sites, at any time and at its sole discretion. We may provide notice of these changes by posting the revised Terms to the Sites and changing the “Last Revised” date at the top of the Terms, or by providing other means of notice as determined by Symatri at its sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the revisions to the Sites, and will apply to your subsequent use of the Sites. By proceeding with accessing or visiting the Sites, you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Sites will confirm your acceptance of such changes or modifications; therefore, you should review the Terms and applicable policies whenever you use the Sites to understand the terms that apply to such use. The most current version of the Terms can be reviewed by clicking on the “Terms of Use” hypertext link located at the bottom of the Sites. If you do not agree to the Terms in effect when you access or use the Sites, you must indicate such disagreement by refraining from visiting or otherwise using the Sites.

1. ELIGIBILITY

By accessing or using the Sites, you represent and warrant that you have not previously been suspended or removed from the Sites. You represent and warrant that you are not: (a) located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (b) identified as a “Specially Designated National”, or (c) placed on the U.S. Commerce Department’s Denied Persons List. You further represent and warrant that you will not use the Sites if the laws of your country prohibit you from doing so in accordance with these Terms.

2. REGISTRATION AND ACCOUNT

To access and use certain features on the Sites, you must create an account with Symatri (“Account”). You agree to: (a) provide accurate, current and complete information when creating or updating an Account; (b) maintain and promptly update your Account information within two business days of any change to your prior information; (c) maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer; (d) promptly notify Symatri if you discover or otherwise suspect any security breaches related to the Sites; and (e) take responsibility for all activities occurring under your Account, including any unauthorized access.

3. PRIVACY POLICY

Please refer to our Privacy Policy for information about how Symatri collects, uses and discloses information about users.

4. ASSUMPTION OF RISK WITH KALA

Kala is a not backed or value guaranteed by any financial institution; when purchasing Kala the customer assumes all risk the Kala may become worthless in value. Customers should research and consider the risks before purchasing any Kala. We make absolutely no guarantee about the future value of the Kala purchased.

5. COPYRIGHT AND LIMITED LICENSE

Unless otherwise indicated on the Sites, the Sites and all content and other materials on the Sites, including, without limitation, the Kala logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the “Materials”) are the proprietary property of Symatri or its licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-assignable, non-sublicensable license to access and use the Sites and Materials; subject to these Terms. Except as expressly permitted on the Sites, in these Terms or otherwise in writing by Symatri, such license does not include: (a) any resale or commercial use of the Sites or the Materials; (b) the distribution, public performance or public display of any Materials; (c) modifying or otherwise making any derivative uses of the Site and the Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Sites, the Materials or any information contained therein; or (f) any use of the Sites or the Materials other than for its intended and authorized purpose. Any use of the Sites or the Materials other than as specifically authorized herein, without the prior written permission of Symatri, is strictly prohibited and will immediately and automatically terminate any license granted hereunder. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time and at Symatri's sole discretion.

6. USER CONTENT

The Sites include interactive areas or services (“Interactive Areas”) in which you or other users may create, post, send or store ads, messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code, links or other items or content on the Sites (“User Content”). By using the Sites, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish or send through the Sites any of the following:

User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, abusive, inflammatory, fraudulent, false, misleading or otherwise objectionable;

User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or that would otherwise create liability or violate any local, state, national or international law;

User Content that may impinge upon the publicity, privacy or data protection rights of others, including pictures or information about another individual where you have not obtained such individual’s consent;

User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;

User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;

Viruses, corrupted data or other harmful, disruptive or destructive files; or

User Content that, in the sole judgment of Symatri, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas, the Sites, or which may expose Symatri, or its users to any harm or liability of any type.

Symatri does not control, take responsibility for or assume liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Symatri liable for any user conduct or any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. When you participate in Interactive Areas, you understand that certain information and content you choose to post may be displayed publicly or to select users. You are solely responsible for your use of the Sites and the Interactive Areas and use them at your own risk.

If you become aware of User Content that you believe violates these Terms, you may report it by emailing info@kalacoin.io. Enforcement of the Terms, however, is solely in our discretion and the absence of enforcement of these Terms in some instances does not constitute a waiver of our right to enforce the Terms in other instances. In addition, these Terms do not create any private right of action on the part of any third party or any reasonable expectation or promise that the Sites will not contain any content that is prohibited by the Terms. Although Symatri has no obligation to screen, edit or monitor any of the User Content posted on the Sites, Symatri reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Sites at any time and for any reason without notice, and you are solely responsible for creating backup copies and replacing any User Content you post or store on the Sites at your sole cost and expense. Any use of the Sites in violation of these Terms may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Sites.

Except as otherwise provided herein, on the Sites or in a separate agreement (such as the rules of a Symatri contest), Symatri claims no ownership or control over any User Content. However, if you post User Content to the Sites, you grant Symatri a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content on our websites and on third-party sites. This license will terminate when you remove your User Content, except that the license will continue with respect to any offsite uses that have already been made and any cached or archived uses that may still exist when User Content is removed. By posting User Content, you hereby release Symatri and its agents and employees from any claims that such use, as authorized above, violates any of your rights and you understand that you will not be entitled to any additional compensation for any use of your User Content.

By posting User Content to the Sites, you represent, guarantee and warrant that: (a) such User Content is non-confidential; (b) you own and control all of the rights to the User Content or you otherwise have the right to post and use such User Content and to grant the rights to Symatri that you grant in these Terms; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the User Content, and your use and posting thereof in connection with this Site, does not, and will not, violate these Terms or any applicable law, rule or regulation.

7. REPEAT INFRINGER POLICY

In accordance with the Digital Millennium Copyright Act (“DMCA”) and any other applicable law, Symatri has adopted a policy of terminating, in appropriate circumstances and at Symatri’s sole discretion, users who are deemed to be repeat infringers. Symatri may also, in its sole discretion, limit access to the Sites and/or terminate the Account of any user who infringes any intellectual property rights of others, whether or not there is any repeat infringement.

8. COPYRIGHT COMPLAINTS

If you believe anything on the Sites infringe upon any copyright you own or control, you may file a notification of infringement with our Designated Agent as set forth below.

Name of Designated Agent:

Full Address of Designated Agent:

Telephone Number of Designated Agent:

Facsimile Number of Designated Agent:

EMail Address of Designated Agent:

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys’ fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

9. TRADEMARKS

“Kala,” “Kala Token”, the Kala logos and any other Symatri product or service name, logo or slogan contained in the Sites are trademarks or service marks of Symatri (the “Marks”) and may not be copied, imitated or used, in whole or in part, except as expressly permitted in these Terms or on the Sites or with the prior written permission of Symatri. You may not use any metatags or any other “hidden text” utilizing any Marks without our prior written permission. In addition, the look and feel of the Sites, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Symatri and is part of the Marks and may not be copied, imitated or used, in whole or in part, without our prior written permission except as expressly permitted herein or on the Sites. All other trademarks, product names and company names or logos mentioned in the Sites are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the written permission of the applicable trademark holder. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

10. HYPERLINKS

You are granted a limited, non-exclusive right to create a text hyperlink to the Sites, provided such link does not portray Symatri or any of our Sites in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use any Marks or other proprietary graphic of Symatri to link to the Sites without the express written permission of Symatri. Further, you may not use, frame or utilize framing techniques to enclose any Kala or Symatri trademark, logo or other proprietary information, including the images found on the Sites, the content of any text or the layout/design of any page or form contained on a page of the Sites without Symatri’s express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or other proprietary right of Symatri or any third party.

11. THIRD PARTY CONTENT

Symatri and its users may provide third party content on the Sites and may provide links to web pages and content that are not owned or controlled by Symatri, and any third party advertisements or promotions (collectively the “Third Party Content”) as a service to those interested in this information. Symatri does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that Symatri is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk. Your business dealings or correspondence with, or participation in promotions of, any third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third parties. Symatri is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Sites.

12. FEEDBACK

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding Symatri or the Sites (collectively, “Feedback”) that are provided by you, whether by email, posting to the Sites or otherwise, are non-confidential and will become the sole property of Symatri. Symatri will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

13. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Symatri, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) arising out of or related to: (a) your use of the Sites; (b) any User Content or Feedback you provide; (c) your violation of these Terms; (d) your violation of any rights of another; or (e) your conduct in connection with the Sites. Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions above may not apply to you. If you are obligated to indemnify us, we will have the right, in our sole and unfettered discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

14. DISCLAIMER OF WARRANTIES

SYMATRI PROVIDES NO GUARANTEE AS TO THE PERFORMANCE OR THE UNINTERRUPTED AVAILABILITY OF THE SITES OR THE MATERIALS. THE SITES AND MATERIALS ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SYMATRI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITE AND THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN. SYMATRI DOES NOT REPRESENT OR WARRANT THAT MATERIALS OR THE SITES ARE ACCURATE, UPDATED, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. SYMATRI TRIES TO MAKE

ACCESS AND USE OF THE SITES SAFE, SYMATRI CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE YOUR OWN INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

Symatri reserves the right to change or not to change any and all content contained in the Sites at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Symatri.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

15. LIMITATION OF LIABILITY

IN NO EVENT WILL SYMATRI, ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITES, THE MATERIALS OR THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM SYMATRI, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, NEGLIGENCE, DESTRUCTION OR UNAUTHORIZED ACCESS TO SYMATRI'S RECORDS, PROGRAMS OR SITES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF SYMATRI, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITES EXCEED ANY COMPENSATION YOU DIRECTLY PAY, IF ANY, TO SYMATRI FOR ACCESS TO OR USE OF THE SITES. IF NOT COMPENSATION IS PAID, NO DAMAGES MAY BE CLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU AND THESE PROVISIONS SHALL BE DEEMED ENFORCEABLE, DEPENDING UPON THE APPLICABLE LAWS OF EACH JURISDICTION.

16. MODIFICATIONS TO THE SITE

Symatri reserves the right to modify or discontinue, temporarily or permanently, the Sites or any features or portions thereof without prior notice. You affirmatively agree that Symatri will not be liable for any modification, suspension or discontinuance of the Sites or any part thereof.

17. APPLICABLE LAW AND VENUE

These Terms and your use of the Sites will be governed by and construed in accordance with the laws of the State of Utah, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms not subject to arbitration (as set forth below), will be filed only in the state courts located in Utah County, Utah and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms or the use or access of the Sites.

18. ARBITRATION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH SYMATRI AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. You and Symatri agree to arbitrate any dispute arising from these Terms or relating to the Sites, except that you and Symatri are not required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and Symatri agree that you will notify each other of any dispute within thirty (30) days of when it arises, that you will attempt informal resolution or mediation prior to any demand for arbitration, that any arbitration will occur in Provo, Utah, and that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS. Arbitration shall be binding and final. You and Symatri also agree that the state courts in Utah County, Utah, have exclusive jurisdiction over any effort to seek enforcement or the setting aside of an arbitration award. In any arbitration, the parties will not seek discovery from each other, and the arbitrator shall not allow parties to engage in discovery; rather, each party shall disclose the evidence supporting their positions at some mutually agreeable time and date prior to the final hearing. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by these Terms. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person, if Symatri is a party to the proceeding. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then that language shall be deemed to have been dropped from the Terms and the remaining obligations relating to arbitration shall continue in full force and effect.

19. TERMINATION AND SUSPENSION

Notwithstanding any of the Terms, Symatri reserves the right, at its sole discretion, to terminate or suspend your right to use the Sites, and to block or prevent your future access to, and use of, the Sites.

20. SURVIVAL

Sections 4 (Assumption of Risk with Kala), 6 (User Content), 9 (Trademarks), 11 (Third Party Content), 12 (Feedback), 13 (Indemnification), 14 (Disclaimer of Warranties), 15 (Limitation on Liability), 17 (Applicable Law), 18 (Disputes), this Section 20 (Survival) and Section 21 (Severability) will survive any termination or expiration of these Terms.

21. SEVERABILITY

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

22. NO REFUNDS

Any payments and/or purchases made of Symatri are final and permanent. There are no refunds.

23. QUESTIONS & CONTACT INFORMATION

Questions or comments about the Site or these Terms may be directed to Symatri by emailing info@kalacoin.io.