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## Privacy Policy

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### Your Personal Information

You have complete control over your personal information. In general, you can visit our web site without providing us with any personal information. However, there are instances where we must have your personal information in order for us to grant you an access to our protected and secured sites. This information may include registration data (your name, address, email address, phone number, title, organization, etc.), information request data and response data ("**User Information**"). By registering into Kinaki system you give us your consent to keep you updated about news in Kinaki system. This will be done through the email circulated to Kinaki users. If you wish to remove yourself from the news list, please contact us to obtain instructions on how to remove yourself from the list.

### Use of User Information

We intend to use User Information for purposes of the support your and your organization's use of Kinaki system and its future features and to inform you about new relevant services available on Kinaki website. This User Information may be retained by Kinaki to verify compliance with the agreement between Kinaki and your employer, to keep track of the domains from which people visit us, to create a user profile to better serve you and your employer, or to simply contact you either electronically or otherwise in case urgent need. Please do not submit any User Information if you are less than 18 years of age.

### Disclosure of User Information

Kinaki does not sell, trade, transfer or provide access of User Information as well as **User Data** to third parties. We also disclose User Information if: we have your consent; we need to share it in order to provide you with the products and/or services you requested; we respond to a court order or you violate our Terms of Use. You may separately agree to provide your personal information to third parties that may provide additional content or functionality for Kinaki system, in order to access and/or use their products and/or services. If you agree to provide such information to these third parties, then your personal information will be subject to their privacy policies.

### Accuracy and Security

The accuracy and security of the User Information is important to Kinaki. Currently, you may review and request updates to your User Information retained by updating your profile in Kinaki.

Kinaki is concerned with the security of your User Information and is committed to taking reasonable steps to protect it from unauthorized access and use of that personal information. To that end, we have put in place the appropriate physical, electronic and managerial policies and procedures to secure your personal User Information and User Data.

## Username and Passwords

Access to certain content on our web site may be allowed under an agreement between you or your organization and Kinaki and will require a username and/or password. In some cases, failure to provide personal information may prevent you from accessing certain Kinaki web site(s) containing certain confidential information, products and services. By accessing and using our protected and secured web site(s), you agree to maintain the confidentiality of the username and password you selected to access such site(s) and consent to our Terms of Use.

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## **Your Data**

Kinaki makes no claim of ownership in Your Data. You, not Kinaki, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use Your Data, and Kinaki shall not be responsible or liable for your deletion, destruction, damage, loss or failure to store Your Data. In the event this Agreement expires or is

terminated (other than by reason of your breach), Kinaki will maintain Your Data online for 60 days and make it available to you for export to your own systems during this period. Kinaki doesn't provide access under any circumstances (unless legally bound to) to Your Data to any third parties. However, you or your organization may decide to provide access to Your Data to the third parties through creating user account within your agreed maximum number of users with access to Your Data. In such a case you or your organization are fully responsible for those third parties behaviour and alignment with this Terms of Use.

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### **Term and Termination**

The Term of this Agreement shall start with your use of the Software and shall expire as specified in the Limits of Use. In the event this Agreement expires or is terminated (other than by reason of your breach), Kinaki will maintain Your Data online for 60 days and make it available to you for export to your own systems during this period. You agree and acknowledge that Kinaki has no obligation to retain Your Data, and may delete Your Data 60 days after expiration or termination. Any breach of your payment obligations or unauthorized use of Software or Content shall be deemed a material breach of this Agreement. Kinaki may terminate your use of the Software, at its sole discretion, if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that Kinaki has no obligation to retain Your Data, and may delete Your Data, if you have breached this Agreement. Kinaki may immediately terminate this agreement with no obligation to retain Your Data in case there is a suspicion that Your Data has been used or planned to be used against any third parties or to violate human rights or rights for human dignity or international or any country law.

### **Representations & Warranties**

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## **Indemnification**

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## **Disclaimer of Warranties**

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THE SOFTWARE MAY INCLUDE GLOBAL POSITIONING SYSTEM (GPS) DATA AND CARTOGRAPHIC DATA. YOU UNDERSTAND AND ACKNOWLEDGE THAT GPS LOCATION DATA MAY NOT BE ACCURATE, AND THAT THE CARTOGRAPHIC DATA MAY NOT BE ACCURATE OR COMPLETE OR UP-TO-DATE. THE SOFTWARE SHOULD NEVER BE USED FOR NAVIGATION.

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IN NO EVENT SHALL KINAKI AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL KINAKI AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SOFTWARE, OR FOR ANY CONTENT ASSOCIATED WITH THE SOFTWARE.

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### **Questions or Additional Information**

If you have questions regarding this Agreement or wish to obtain additional information, please contact Kinaki at the following contacts: [info@kinaki.org](mailto:info@kinaki.org), [www.kinaki.org](http://www.kinaki.org), Salanga, Tylova 23, 30100, Pilsen, Czech Republic, EU.