TERMS OF USE

Last updated: April 22, 2026

AGREEMENT TO OUR LEGAL TERMS

We are Kona Company ("Company", "we", "us", or "our"), a corporation registered in Delaware and having our principal place of business at: , , , , USA

We operate the website www.kona.co ("Website"), the mobile application Kona ("App"), and other related products and services that refer or link to these legal terms ("Terms") (collectively, "Services").

You can contact us by phone at (415) 670-2000, email at hello@kona.co, or by mail at , , , , USA, attn: Legal

These Terms of Use ("Terms") are a binding contract between you and Company. These Terms apply whenever you use our Services without limitation, you agree to be bound by these Terms if you use the Services, and you thereby agree that the agreement between you and Company shall be governed by these Terms. If you do not agree with these Terms, you may not access or use the Services. If these Terms are considered an offer by Company, acceptance is expressly limited to these Terms.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purpose of the applicable Services. Supplemental terms shall prevail over these Terms in the event of conflict.

Any new features or tools which are added to the current Services shall also be subject to these Terms. You can review the most current version of these Terms at any time at this page. We will notify you of any material changes by posting the new version of these Terms on the Services. It is your responsibility to periodically review these Terms to stay abreast of the changes that are in effect. Your continued use of the Services after the effective date of such changes signifies your acceptance of the changes.

TABLE OF CONTENTS

1. OUR SERVICES
2. INTELLECTUAL PROPERTY RIGHTS
3. USER REPRESENTATIONS
4. PROHIBITED ACTIVITIES
5. SUBSCRIPTIONS
6. FEES AND PAYMENT
7. TERM
8. TERMINATION
9. USER GENERATED CONTRIBUTIONS
10. CONTRIBUTION LICENSE
11. GUIDELINES FOR REVIEWS
12. SERVICES MANAGEMENT
13. PRIVACY POLICY
14. TERM AND TERMINATION
15. MODIFICATIONS AND INTERRUPTIONS
16. GOVERNING LAW
17. DISPUTE RESOLUTION
18. CORRECTIONS
19. DISCLAIMER
20. LIMITATIONS OF LIABILITY
21. INDEMNIFICATION
22. USER DATA
23. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES
24. CALIFORNIA USERS AND RESIDENTS
25. MISCELLANEOUS
26. CONTACT US

1. OUR SERVICES

The Services that are governed by these Terms are those that refer or link to these Terms, including but not limited to the provision of Events which are identified on and hosted by the Website or through the App, and other related services, products, and content (collectively, "Events"). In the event a third party hosts one or more Events, such third party shall be referred to as a "Host" and such Events shall be referred to as "Events" for which the Host is the sole and exclusive provider.

We may change the Services from time to time at our sole and exclusive discretion. We may, for any or no reason, suspend or discontinue any of the Services. We will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

We cannot and do not operate the Services for businesses or persons who are not capable of forming a binding contract with us in accordance with these Terms or who are prohibited from receiving the Services under the laws of the United States or other countries including the country in which you reside or from which you access or use the Services. If you are not eligible to use the Services, you may not access or use the Services.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), and also in the trademarks, service marks, and logos contained therein ("Marks").

Our Content and Marks are protected by copyright and trademark laws (and by similar rights and laws in other countries) throughout the world. We grant you a limited license to access and use the Services and to download or print a copy of any portion of the Content to which you have properly gained access, solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in the Services or in these Terms.

Your use of our Services

Except as expressly authorized by our Legal Terms, including our Acceptable Use Policy, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to:

- access the Services and download or stream Content for your personal, non-commercial use;
- download or stream Content for your personal, non-commercial use;
- access and use our Application Programming Interfaces ("APIs") and other machine access points, documentation, and related data for internal business purposes;
- access and use our Software Development Kits ("SDKs") and other software, documentation, and related data for the purpose of creating, testing, and integrating applications, plug-ins, browser extensions, and other technology or functionality that interoperates with our Services and that enhances the Services without competing with the Services;
- access and use our Software and Content for purposes of testing, developing, and integrating with our Services, provided that you do not use our Services, Software, or Content to develop a competitive product or service;
- access and use our Software and Content for purposes of developing, testing, and integrating your own software, documentation, and other content and materials with our Services, provided that your use of our Software and Content does not interfere with our Services or with the experience of other users of our Services and provided that you do not use our Services, Software, or Content to develop a competitive product or service;
- access and use our Software and Content for purposes of developing, testing, and integrating third-party software, documentation, and other content and materials with our Services, provided that your use of our Software and Content does not interfere with our Services or with the experience of other users of our Services and provided that you do not use our Services, Software, or Content to develop a competitive product or service;
- access and use our Software and Content for purposes of developing, testing, and integrating your own or third-party software, documentation, and other content and materials with our APIs, provided that your use of our Software and Content does not interfere with our Services or with the experience of other users of our Services and provided that you do not use our Services, Software, or Content to develop a competitive product or service;
- subscribe to and receive updates to our Software and Content to the extent we make such updates available to you.

We reserve all rights not expressly granted to you in and to the Services, Software, Content, and Marks.

Your submissions and contributions

These Terms govern your submissions, ideas, proposals, suggestions, and all other feedback about the Services ("Submissions") and your participation in any blogs, chat rooms, bulletin boards, and all other areas of the Services that may be made available to you from time to time ("Contributions").

Any Submissions and Contributions that you send to us will be considered non-confidential and non-proprietary. You grant us and our affiliates and service providers the right to use and redistribute such Submissions and Contributions for any purpose and without restriction or compensation to you. You hereby waive all moral rights to any such Submissions and Contributions, and you hereby represent and warrant that your Submissions and Contributions do not infringe any third-party intellectual rights or other rights, and that you have the authority to make your Submissions and Contributions.

You are solely responsible for your Submissions and Contributions to the Services and you agree to refrain from submitting offensive or inappropriate Contributions to us and from posting offensive or inappropriate Contributions on the Services. You agree that we are not responsible for any loss or damage to any Contributions, Submissions, and other content and materials you or others may post on the Services.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (a) you are 18 years of age or older and not your state of residence's minimum age to purchase alcohol or cannabis (if applicable) or other age restriction in your state of residence (if applicable) or, if you are a parent or legal guardian of an Event Host, you are 18 years of age or older and you agree to be responsible for your minor dependent's use of the Services; (b) you have the legal capacity and you agree to comply with these Terms of Use; (c) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services; (d) you are not a minor in the jurisdiction in which an Event you are attending is hosted; (e) you are not a minor in the jurisdiction in which you are purchasing or receiving any alcohol or cannabis; (f) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (g) you will not use the Services for any illegal or unauthorized purpose; (h) your use of the Services will not violate any applicable law or regulation.

If you are a minor, you represent that your parent or legal guardian has reviewed and agreed to these Terms of Use and that you are accompanied by your parent or legal guardian at any Event you attend.

If you are a parent or legal guardian of a minor, you represent and warrant that you are 18 years of age or older and you agree to be responsible for your minor dependent's use of the Services. You represent and warrant that you have the necessary rights, authority, and consent to allow your minor dependent to use the Services and to be present at Events, and you agree to supervise your minor dependent's use of the Services and attendance at Events in accordance with these Terms of Use and applicable law.

You represent that Contributions may be viewed by other users of the Services.

If we provide you with an account, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

If you are under 18, you represent that your parent or legal guardian has reviewed and agreed to these Terms of Use and that you are accompanied by your parent or legal guardian at any Event you attend.

If we provide you with a Host account, you represent and warrant that: (a) you are a Host in good standing in your state of residence; (b) you are not a convicted felon; (c) you will not use the Services in a fraudulent manner or for any illegal or unauthorized purpose; and (d) your use of the Services will not violate any applicable law or regulation.

If you are a Host, you represent and warrant that: (a) you are a Host in good standing in your state of residence; (b) you are not a convicted felon; (c) you will not use the Services in a fraudulent manner or for any illegal or unauthorized purpose; and (d) your use of the Services will not violate any applicable law or regulation.

If you are a Host, you represent and warrant that: (a) you are a Host in good standing in your state of residence; (b) you are not a convicted felon; (c) you will not use the Services in a fraudulent manner or for any illegal or unauthorized purpose; and (d) your use of the Services will not violate any applicable law or regulation.

4. PROHIBITED ACTIVITIES

You may not use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or adversely affect security features of the Services, including this Acceptable Use Policy, Terms of Use, and other restrictions, including without limitation, the technical limitations on the number of Events a Host may create.
- Disregard, bypass, or circumvent, in any manner, any limitations, restrictions, or conditions imposed by the Services.
- Make unauthorized use of the Services, including but not limited to collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email or other electronic communications without our prior written consent, use the Services in violation of applicable laws or regulations.
- Use a bot, script, or other automated means to access the Services for any purpose without our express written permission.
- Interfere with, disrupt, or place undue burden or harm on the Services or any networks or services used by us.
- Use a bot, script, or other automated means to post Contributions on the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or disseminate any spider, robot, spiders, or other computer program, routine, script, or process that monitors or copies the Services or any portion of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use any device, software, or routine that interferes with the proper working of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use any manual process to monitor or copy any material on the Services or for any purpose unauthorized by us.
- Except as may be the result of standard search engine or Internet browser usage, use any device, software, or routine to bypass our robot exclusion headers, or interfere with any other person's use of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use the Services to transmit, or post any material which includes viruses, worms, or any other harmful code.
- Except as may be the result of standard search engine or Internet browser usage, use in any manner that poses an unreasonably or disproportionately large load on our infrastructure.
- Except as may be the result of standard search engine or Internet browser usage, use in any manner that causes a performance failure or crash for the Services.
- Except as may be the result of standard search engine or Internet browser usage, use in any manner that causes any person to be harassed or intimidated, or any person to receive any obscene or offensive communications