

KANBANA TERMS OF SERVICE

IMPORTANT: BY CREATING AN ACCOUNT OR BY UTILIZING THE KANBANA SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Please review these Terms and Conditions carefully before using our Service.

1. Terms of Service

The Terms of Service constitutes a contract between Kanbana and you. By using the Service, you acknowledge, accept and agree with all provisions of the “Terms of Service” and our “Privacy Policy”.

If you do not agree to these Terms, you do not have the right to access or use our Service.

2. Service Definition

The Service is a tool with the purpose of helping people managing their lives and includes, and is limited to the web based or mobile application that allows You to access and use a single Kanbana account.

3. Account Obligations

When you register for an Account you sign up to the “Kanbana Basic” plan which is free of charge.

- You must provide true, accurate, current and complete information about Yourself as prompted by the registration form, and maintain and promptly update the registration data to keep it true, accurate, current and complete. We assume no duty to verify such information. If You provide any information that is untrue, inaccurate, not current or incomplete we have the right to suspend or terminate your account.
- You are responsible for protecting the password and for all activities that occur under your account. You should notify Kanbana immediately if you become

aware of any breach of security or unauthorized use of your account.

- Our Service is not intended for use by persons under the age of 13. By using the Service you are representing to us that you are over the age of 13.

4. Pricing Plans

4.1. Kanbana Basic

Kanbana Basic gives you the ability to use Kanbana on a single device whether this is a mobile device or your desktop machine. You can create unlimited number of stages and tasks but you are limited to a single board.

We store your data remotely so that you are able to re-install the Kanbana app completely or move to a new device without having to pay or loose any data.

- Kanbana Basic offers a full offline app experience since data is stored on your device as well.
- Kanbana Basic is not time limited in any way.
- Kanbana Basic is free of charge.

if you want to use Kanbana across multiple devices or have the ability to create multiple boards you need to buy Kanbana Premium.

Since our business model is to make the Premium experience so good that users want to subscribe to the paid service we reserve the right to upsell Kanbana Premium as long as you are a Kanbana Basic user.

4.2. Kanbana Premium

Kanbana Premium is an extension of Kanbana Basic and further gives you the following capabilities:

- **Multiple Devices:** use Kanbana across multiple devices. A normal scenario is that you use your iPhone while you are on the go, the web app from your office desktop and your iPad for moments in between. Mobile devices still offers offline support and will synchronize data when gaining access to the internet.
- **Multiple Boards:** create unlimited number of boards and easily move stages and tasks between boards. A normal scenario is that you separate your worklife from your personal life in different boards or split up your workflow into a planning and execution board.

Kanbana Premium is a paid service and will be charged through a monthly subscription.

5. Billing and Refunds

5.1. Monthly subscription

- Kanbana Premium is a monthly subscription and will be charged to your credit card through your iTunes account.
- Your subscription will automatically renew unless canceled at least 24 hours before the end of the current period.
- You will not be able to cancel the subscription once activated.
- Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase

5.2. Refund

All requests for refunds has to be reported as a problem to Apple and they will decide whether your request for a refund can be met.

6. Proper Use

- You agree not to take any action that imposes an unreasonable load on our infrastructure; or copy, reproduce, alter, modify, or publicly display any information displayed on the Service (except for Your User Content), or create derivative works from our website (other than from Your User Content), to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of Kanbana or any other third party, except with the prior consent of Kanbana or the appropriate third party.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the explicit permission by Kanbana.
- You agree not to access the Service by any means other than through the interfaces that are provided by Kanbana for use in accessing the Service.

7. Proprietary/Intellectual Property Rights

Kanbana and/or its third party suppliers retain ownership of all proprietary rights in the Service and in all trade names, trademarks and service marks associated or displayed with the Service. You will not deface, obscure or remove any of Kanbana's or its suppliers' copyright or trademark notices associated with the Service. You may not reverse engineer or otherwise reduce to human readable form any software associated with our Service.

8. Communication from Kanbana

You understand and agree that the service may include certain communications from Kanbana, such as service announcements, administrative messages, legal notices, etc., and that these communications are considered part of the Service and You will not be able to opt out of receiving them.

9. User Content

You retain ownership of your Content, but by providing it to the Service, you are granting us a license to use, copy, reproduce, process, adapt, publish, transmit, host and display that Content for the purpose of providing you the Service, provide customer support and improving the operation of the Service.

You understand that You are entirely responsible for all User Content that You provide and make available via Your Account. Kanbana does not control the User Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such User Content.

You shall not exploit, sell, license or rent any Content for commercial use or in any way that violates any third party right.

10. Termination

You may stop using the Service at any time. To terminate your account, contact us at support@kanbana.com and the Service will be discontinued.

Additionally, we reserve the right to suspend or end your Service at any time at our discretion and without notice. This includes the right to suspend or terminate your use of the Service if you don't comply with these Terms, or if you use the Service in a way that would cause Kanbana ApS any legal liability, disrupt the Service or negatively affect others' use of the Service.

In the event of suspension or termination, your Account will be disabled and you may not be granted access to your Account or content from your Account, and if necessary Kanbana may delete your User Content.

11. Changes to Terms of Service

These Terms may be revised from time to time, but the latest version will always be available on our website. You agree to be bound by the revised Terms by continuing to use or access the Services after the revisions come into effect.

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