Terms of Service

Last updated March 17, 2025

These Terms of Service, including Kilo Code's Privacy Policy (available at: https://kilo.ai/privacy), (together, these "Terms") are a legally binding contract between you and Kilo Code Inc. ("Kilo Code," "we," or "us") regarding your use of the Service. Collectively, our website at www.kilo.ai, along with our related websites, hosted applications or other downloadable applications, and other services provided by us constitute the "Service".

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THESE TERMS. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND KILO CODE'S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY KILO CODE AND BY YOU TO BE BOUND BY THESE TERMS.

NOTICE OF ARBITRATION AND CLASS ACTION WAIVER. Except for certain kinds of disputes described in Section [15], you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND KILO CODE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

1. **Kilo Code Service Overview**. Our Kilo Code platform offers a suite of coding tools driven by machine learning to help developers write code more easily and efficiently and can provide suggested code, outputs or other functions.

2. **Eligibility**. You must be at least the age of majority in your jurisdiction (e.g., 18 years old in the United States) or 18 years old, whichever is higher. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old or the age of majority in your jurisdiction, whichever is higher; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

3. **Accounts and Registration**. To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you should immediately notify us at support@kilocode.ai.

4. **General Payment Terms**. Certain features of the Service may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. Unless otherwise specifically provided for in these Terms, all fees are in U.S. Dollars and are non-refundable, except as required by law. The pricing and payment terms in this Section [4] are subject to any pricing and payment terms set forth in an Order Form.

    1. **Price**. Kilo Code reserves the right to determine pricing for the Service. Kilo Code will make reasonable efforts to keep pricing information published on the Service up to date. We encourage you to check our pricing page periodically for current pricing information. Kilo Code may change the fees for any feature of the Service, including additional fees or charges, if Kilo Code gives you advance notice of changes before they apply through the Service user interface, a pop-up notice, email, or through other reasonable means. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You will be responsible for all taxes associated with the Service, other than taxes based on Kilo Code's net income. Kilo Code, at its sole discretion, may make promotional offers with different features and different pricing to any of Kilo Code's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

   2. **Payment Processing**. Notwithstanding any amounts owed to Kilo Code hereunder, KILO CODE DOES NOT DIRECTLY PROCESS PAYMENT FOR ANY SERVICES. To facilitate payment for the Service via bank account, credit card, or debit card, we use Stripe and its affiliates ("Stripe"). Stripe's affiliates include companies operating under the Stripe name, such as Stripe Technology Europe, Ltd. and Stripe Payments UK, Ltd. These payment processing services are provided by Stripe and are subject to the Stripe terms and conditions and other policies available at https://stripe.com/privacy and Stripe's privacy policy (collectively, the "Stripe Agreements"). By agreeing to these Terms, users that use the payment functions of the Service also agree to be bound by the Stripe Agreements, as the same may be modified by Stripe from time to time. You hereby authorize Stripe to store and continue billing your specified payment method even after such payment method has expired, to avoid interruptions in payment for your use of the Service. Please contact Stripe for more information. Kilo Code assumes no liability or responsibility for any payments you make through the Service.
   3. **Subscription Service**. The Service may include certain subscription-based plans with automatically recurring payments for periodic charges ("Subscription Service"). The "Subscription Billing Date" is the date when you purchase your first subscription to the Service. The Subscription Service will begin on the Subscription Billing Date and continue for the subscription period that you select on your account (such period, the "Initial Subscription Period"), and will automatically renew for successive periods of the same duration as the Initial Subscription Period (the Initial Subscription Period and each such renewal period, each a "Subscription Period") unless you cancel the Subscription Service or we terminate it. If you activate a Subscription Service, then you authorize Kilo Code or its third-party payment processors to periodically charge, on a going-forward basis and until cancellation of the Subscription Service, all accrued sums on or before the payment due date. For information on the "Subscription Fee", please see our pricing page. Your account will be charged automatically on the Subscription Billing Date and thereafter on the renewal date of your Subscription Service for all applicable fees and taxes for the next Subscription Period. You must cancel your Subscription Service before it renews in order to avoid billing of the next periodic Subscription Fee to your account. Kilo Code or its third-party payment processor will bill the periodic Subscription Fee to the payment method associated with your account or that you otherwise provide to us. You may cancel the Subscription Service by using the cancellation functionality made available in your billing menu or by contacting us at support@kilocode.ai. YOUR CANCELLATION MUST BE RECEIVED BEFORE THE RENEWAL DATE IN ORDER TO AVOID CHARGE FOR THE NEXT SUBSCRIPTION PERIOD.
   4. **Delinquent Accounts**. Kilo Code may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees. If your payment method is no longer valid at the time a renewal Subscription Fee is due, then Kilo Code reserves the right to delete your account and any information associated with your account without any liability to you.

5. **Licenses**

   1. **Limited License**. Subject to your complete and ongoing compliance with these Terms, Kilo Code grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service.
   2. **License Restrictions**. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; (c) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, or underlying structure, ideas, know-how or algorithms relevant to the Service (except to the extent such restrictions are contrary to applicable law); (d) send or otherwise provide to Kilo Code data or information considered to be sensitive or otherwise subject to specific protections under applicable laws beyond any requirements that apply to "personal information" or "personal data" generally, such as for illustrative purposes, information that is regulated by the Health Information Portability and Accountability Act ("HIPAA"), the Payment Card Industry Data Security Standard ("PCI-DSS"), the Gramm-Leach-Bliley Act ("GLBA"), and other U.S. federal, state or foreign laws applying specific security standards; (e) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs through the Service; (f) use any spider, crawler, scraper or other automatic device, process or software that intercepts, mines, scrapes, extracts or otherwise accesses the Service to monitor, extract, copy or collect information or data from or through the Service; (g) remove any proprietary notices or labels displayed on the Service; (h) interfere with or circumvent any feature of the Service, including any security or access control mechanism; or (i) otherwise use the Service except as expressly permitted herein or. If you are prohibited under applicable law from using the Service, then you may not use it.

   3. **Feedback**. We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("Feedback"), then you hereby grant Kilo Code an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

6. **Ownership; Proprietary Rights**.

   1. **Rights to the Service and Materials**. Kilo Code shall own and retain all right, title and interest in and to the Service. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service and all improvements, enhancements, customizations or modifications thereto provided by Kilo Code ("Materials") are protected by intellectual property and other laws. All Materials included in the Service are the property of Kilo Code or its third-party licensors. Except as expressly authorized by Kilo Code, you may not make use of the Materials. There are no implied licenses in these Terms and Kilo Code reserves all rights to the Materials not granted expressly in these Terms.

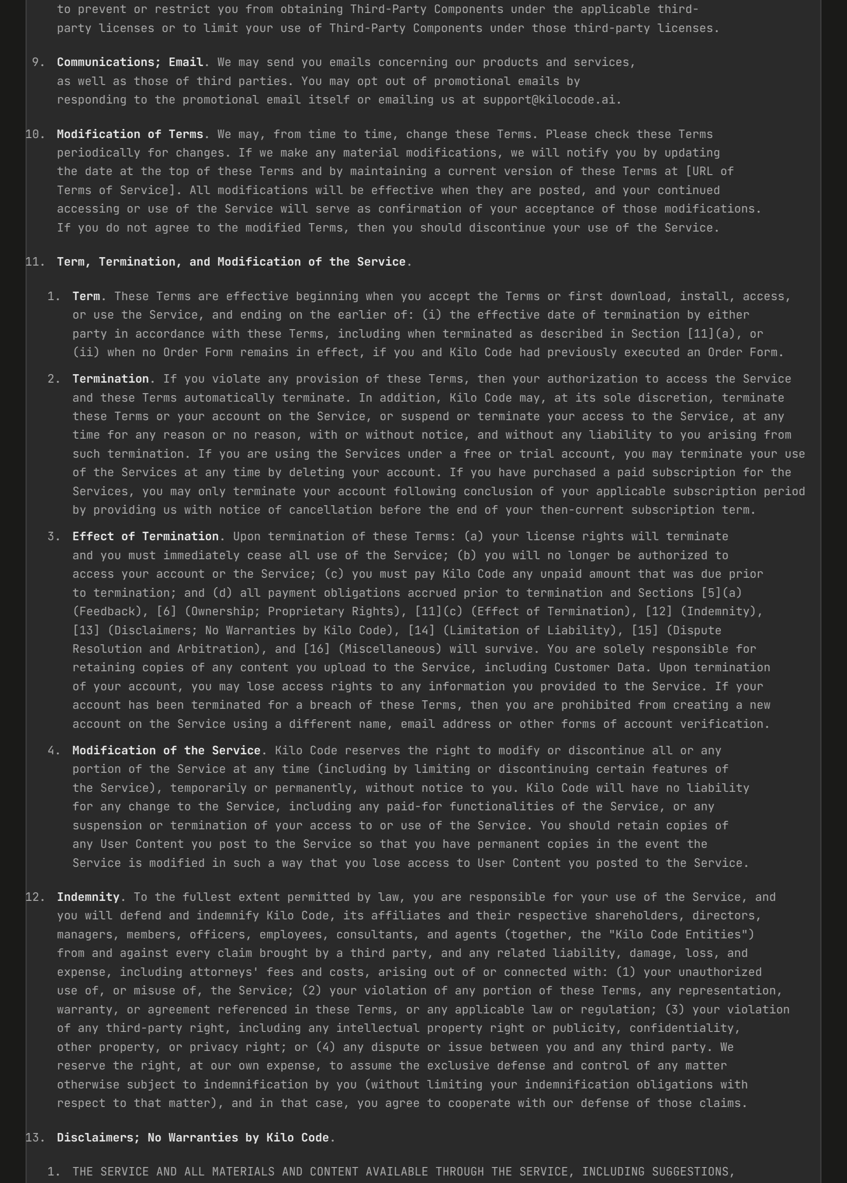
   2. **Suggestions**. You may use the Service to generate code, outputs, or other functions based on the input provided by you (collectively, "Suggestions"). Kilo Code hereby assigns to you all of our right, title, and interest in and to any Suggestions. Notwithstanding the foregoing, you acknowledge that Suggestions are generated automatically by machine learning technology and may be similar to or the same as Suggestions provided to other customers, and no rights to any Suggestions generated, provided, or returned by the Service for or to other customers are granted to you under these Terms. Further, you acknowledge that there are numerous limitations that apply with respect to Suggestions provided by large language and other AI models (each an "AI Model") due to the fact that it is automatically generated, including that (a) it may contain errors or misleading information, (b) AI Models are based on predefined rules and algorithms that lack the ability to think creatively and come up with new ideas and can result in repetitive or formulaic content, (c) AI Models can struggle with understanding the nuances of language, including slang, idioms, and cultural references, which can result in output that is out of context or does not make sense, (d) AI Models do not have emotions and cannot understand or convey emotions in the way humans can, which can result in output that lacks the empathy and emotion that humans are able to convey, (e) AI Models can perpetuate biases that are present in the data used to train them, which can result in output that is discriminatory or offensive, (f) AI Models can struggle with complex tasks that require reasoning, judgment and decision-making, (g) AI Models require large amounts of data to train and generate content, and the data used to train AI Models may be of poor quality or biased, which will negatively impact the accuracy and quality of the generated output, and (h) output can lack the personal touch that comes with content created by humans, which can make it seem cold and impersonal. You agree that you are responsible for evaluating, and bearing all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of Suggestions. ANY SUGGESTIONS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND.

7. **Customer and Usage Data**.

   1. **Customer Data**. Any data, text, and any other works of authorship or other works, including source code (collectively, "Customer Data") that you submit, upload, or otherwise post to or transmit (such actions, collectively, "Upload") to the Service are only used to provide Suggestions to you unless you opt-in to allow Kilo Code to use such Customer Data to improve and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service and other Kilo Code offerings. If you do not opt-in to allow Kilo Code to use Customer Data (referred to as "Privacy Mode"), Customer Data is transmitted only to generate Suggestions in real-time and is deleted once Suggestions are generated. When Privacy Mode is enabled, Customer Data is not used for any other purpose, including the training of language models.

   2. **Usage Data**. Kilo Code may collect, generate, and derive performance, analytical, or usage data relating to your access to or use of the Service ("Usage Data"). Usage Data will not include any Customer Data. Kilo Code will only use Usage Data to provide the Service to you, to monitor the performance and stability of the Service, and to prevent or address technical issues with the Service. Kilo Code may also anonymize Usage Data, aggregate it with other data, and use that aggregated, anonymized data to improve its products and services.

8. **Third-Party Software**. The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("Third-Party Components"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended



to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

9. **Communications; Email**. We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by responding to the promotional email itself or emailing us at support@kilocode.ai.

10. **Modification of Terms**. We may, from time to time, change these Terms. Please check these Terms periodically for changes. If we make any material modifications, we will notify you by updating the date at the top of these Terms and by maintaining a current version of these Terms at [URL of Terms of Service]. All modifications will be effective when they are posted, and your continued accessing or use of the Service will serve as confirmation of your acceptance of those modifications. If you do not agree to the modified Terms, then you should discontinue your use of the Service.

11. **Term, Termination, and Modification of the Service**.

    1. **Term**. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending on the earlier of: (i) the effective date of termination by either party in accordance with these Terms, including when terminated as described in Section [11](a), or (ii) when no Order Form remains in effect, if you and Kilo Code had previously executed an Order Form.
    2. **Termination**. If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, Kilo Code may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination. If you are using the Services under a free or trial account, you may terminate your use of the Services at any time by deleting your account. If you have purchased a paid subscription for the Services, you may only terminate your account following conclusion of your applicable subscription period by providing us with notice of cancellation before the end of your then-current subscription term.
    3. **Effect of Termination**. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Kilo Code any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections [5](a) (Feedback), [6] (Ownership; Proprietary Rights), [11](c) (Effect of Termination), [12] (Indemnity), [13] (Disclaimers; No Warranties by Kilo Code), [14] (Limitation of Liability), [15] (Dispute Resolution and Arbitration), and [16] (Miscellaneous) will survive. You are solely responsible for retaining copies of any content you upload to the Service, including Customer Data. Upon termination of your account, you may lose access rights to any information you provided to the Service. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.
    4. **Modification of the Service**. Kilo Code reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Kilo Code will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. You should retain copies of any User Content you post to the Service so that you have permanent copies in the event the Service is modified in such a way that you lose access to User Content you posted to the Service.

12. **Indemnity**. To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Kilo Code, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "Kilo Code Entities") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Service; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

13. **Disclaimers; No Warranties by Kilo Code**.

    1. THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING SUGGESTIONS,

ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. KILO CODE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. KILO CODE DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, INCLUDING SUGGESTIONS, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND KILO CODE DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

2. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR KILO CODE ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING SUGGESTIONS, WILL CREATE ANY WARRANTY REGARDING ANY OF THE KILO CODE ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.
3. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 13 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Kilo Code does not disclaim any warranty or other right that Kilo Code is prohibited from disclaiming under applicable law.

14. **Limitation of Liability**

    1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE KILO CODE ENTITY BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, INCLUDING SUGGESTIONS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY KILO CODE ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
    2. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE KILO CODE ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (a) THE AMOUNT YOU HAVE PAID TO KILO CODE FOR ACCESS TO AND USE OF THE SERVICE IN THE 6 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM OR, IF GREATER, (b) USD 100.
    3. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. **Dispute Resolution By Binding Arbitration** PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

    1. **Agreement to Arbitrate**. This Dispute Resolution by Binding Arbitration section is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Kilo Code, whether arising out of or relating to these Terms (including any alleged breach thereof), the Service, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and Kilo Code are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
    2. **Prohibition of Class and Representative Actions and Non-Individualized Relief**. YOU AND KILO CODE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND KILO CODE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC

INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

3. **Pre-Arbitration Dispute Resolution**. Kilo Code is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@kilocode.ai. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Kilo Code and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Kilo Code may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Kilo Code or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Kilo Code is entitled.

4. **Arbitration Procedures**. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, https://www.adr.org. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, https://www.adr.org/consumer. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Kilo Code and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for $10,000 or less, Kilo Code agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

5. **Costs of Arbitration**. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. To the extent any Arbitration Fees are not specifically allocated to either Kilo Code or you under the AAA Rules, Kilo Code and you shall split them equally; provided that if you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of such Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of any Arbitration Fees, Kilo Code will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Kilo Code will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

6. **Confidentiality**. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

7. **Severability**. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms will continue to apply.

8. **Future Changes to Arbitration Agreement**. Notwithstanding any provision in these Terms to the contrary, Kilo Code agrees that if it makes any future change to this Arbitration Agreement (other

than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending Kilo Code written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

16. Miscellaneous

1. **General Terms**. These Terms, including the Privacy Policy, and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Kilo Code regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms, including with respect to your User Content, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
2. **Governing Law**. These Terms are governed by the laws of the State of Delaware without regard to conflict of law principles. All disputes and claims arising from these Terms will be governed in accordance with the arbitration provisions set forth above in Section [15]; provided that you and Kilo Code submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Dover, Delaware for (a) individuals claims brought in small claims court, (b) claims for injunctive or equitable relief, (c) claims involving infringement or violation of intellectual property rights, and (d) enforcement of any awards or relief provided following arbitration. We operate the Service from the United States, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
3. **Privacy Policy**. Please read the Kilo Code Privacy Policy (available at: https://kilocode.ai/privacy) (the "Privacy Policy") carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Kilo Code Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
4. **Consent to Electronic Communications**. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
5. **Contact Information**. You may contact us by sending correspondence to that address or by emailing us at support@kilocode.ai.
6. **Notice to California Residents**. If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
7. **No Support**. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.
8. **International Use**. The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.