

Welcome to Kanvas

This document sets out the terms that apply whenever you ("**you**") use Kanvas to purchase NFTs ("**Kanvas Terms**"). If you do not understand or agree to these Kanvas Terms, please do not use Kanvas.

Who we are

We are **TRILITECH KANVAS LIMITED**, a business company incorporated with company number 13532868 under the laws of the British Virgin Islands with its registered address at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands, as the seller of NFTs ("**we**" or the "**Seller**").

Contact us

If you would like to contact us, you can do so by writing to us at info@kanvaslabs.io.

Accepting the Kanvas Terms

Please read these Kanvas Terms carefully before using Kanvas. We are only willing to make Kanvas available, and sell and deliver NFTs to you, if you accept all Kanvas Terms.

By using Kanvas or any part of it, or by indicating your acceptance by clicking the "I accept" button prior to purchasing an NFT, you are confirming that you understand and agree to be bound by the Kanvas Terms.

By using Kanvas, you confirm that you are of legal age to enter the Kanvas Terms, and you accept and are bound by them. You confirm that if you are using Kanvas on behalf of an organisation or company, you have the legal authority to bind any such organisation or company to these Kanvas Terms.

These Kanvas Terms are only available in English, and do not store or file copies of any contracts.

1. DEFINITIONS AND INTERPRETATION

In these Kanvas Terms these words and phrases have the following meaning:

"Creative Content": the numerous copyrightable designs, art, and other creative works which the owner has licensed to the Seller for the purpose of NFT minting and licensing in accordance with these Kanvas Terms.

"Kanvas": the NFT e-store application called "Kanvas", which (i) is operated by the Seller; (ii) facilitates the offering and licensing to customers of NFTs minted by the Seller; and (iii) is accessible by customers via the internet at a website hosted by the Seller.

"Minting": in relation to an NFT, means the creation of an NFT using Tezos Technologies.

"NFT": a unique, single reference token, known as a "non-fungible token", that is minted so that it is exclusively, verifiably, and immutably identified as linked to a uniquely identified digital file that comprises Creative Content. Each NFT is a separate unique, single reference token that exists on the Tezos Network.

"tez": the native token of Tezos.

“**Tezos**”: collectively, the Tezos Technologies and the Tezos Network. “**Tezos**” does not exist as a legal person, and no single entity owns, manages, or controls the Tezos Technology or the Tezos network.

“**Tezos Network**”: the peer-to-peer permissionless blockchain computer networks powered by Tezos Technologies.

“**Tezos Technologies**”: the open-source distributed ledger and blockchain software technologies known as the Tezos protocol.

“**Tezos Wallet**”: means a software application or website that manages your private key and public key for the Tezos Network.

2. ACCESS AND USE OF KANVAS

2.1 *Wallet Set-Up and Security.* To use Kanvas most easily, you should first install a web browser (such as Google Chrome). You will also need to use a Tezos Wallet, which will enable you to receive and administer NFTs that you purchase via Kanvas. You agree to keep your Tezos Wallet and any login credentials up to date, accurate, current and complete at all times while using Kanvas. We are not responsible for any losses or issues arising as a result of any inaccurate or incorrect information provided to us by you. You are responsible for your login credentials, for keeping them confidential, and for all activities that are carried out under them (including all access to and use of Kanvas).

2.2 *Access.* You can use your Tezos Wallet to access Kanvas and use its and related services. You agree, when accessing and using Kanvas and related services, to provide accurate, current, and complete information about yourself, and to maintain and promptly update your information as necessary.

3. PURCHASING YOUR NFTS

3.1 *Purchasing NFTs.* You can browse and purchase NFTs from us via Kanvas. Different types of NFTs may be made available for purchase via Kanvas, and we reserve the right to modify the types, prices, and numbers of NFTs available at our discretion at any time. Depending on the type of NFTs you buy, you will receive NFTs of varying levels of scarcity.

3.2 *No right of withdrawal or refund.* You have a legal right to withdraw from your purchase of NFTs from us within 14 days of purchase. **However, when you purchase an NFT from us and you request immediate access to your NFT, you will be asked to acknowledge that you understand this means you will lose your statutory right to withdraw from the contract and receive a refund within the 14 day withdrawal period.** We do not offer any other refund rights (except where something is faulty).

3.3 *Value of NFTs.* The value of each NFT is inherently subjective, in the same way the value of other collectibles is inherently subjective. An NFT has no inherent or intrinsic value.

4. PAYMENT AND DELIVERY

4.1 *Payment for NFTs Purchased via Kanvas.* When you purchase an NFT, you agree to pay the price for that NFT as set out in the applicable listing for the NFT, and all applicable taxes in connection with your purchase. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. You may pay for your purchases in certain fiat currencies with your credit card, or via your Tezos Wallet with tez. Any payments in fiat currencies that you wish to make via Kanvas will be conducted by a third-party

payment services provider. We have no control over, nor liability to you, for the acts or omissions of any third-party payment services provider.

- 4.2 *Delivery of NFTs Purchased via Kanvas.* Delivery of NFTs to your Tezos Wallet following transactions that take place via Kanvas are managed and confirmed via the Tezos Network. You understand that your Tezos Network public address will be made publicly visible whenever you engage in a transaction via Kanvas. We have no control over the Tezos Network, nor can we reverse any transactions carried out via the Tezos Network.

5. TAXES

You are, solely responsible to pay any and all taxes, duties, and assessments levied on you now or later claimed or imposed by any governmental authority associated with your use of Kanvas, and the purchase, holding, or subsequent sale of an NFT, and you will not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Kanvas Terms.

6. OWNERSHIP, LICENCE, AND RESTRICTIONS

6.1 In this Section 6, these words and phrases have the following meaning:

- (a) **“Kanvas Materials”**: collectively, Kanvas, the Creative Content, and all intellectual property rights in them, including in all designs, art and other creative works, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of Kanvas and the Creative Content.
- (b) **“Own”**: with respect to an NFT, an NFT that you purchase from us via Kanvas and that is delivered to your Tezos Wallet by us via the Tezos Network.
- (c) **“Purchased NFT”**: an NFT that you Own.
- (d) **“Third Party IP”**: means any intellectual property, including patents (including patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world, owned by one or more third parties.

6.2 *Ownership of NFT.* Because each NFT is an NFT on Tezos, when you purchase an NFT and it is delivered to your Tezos Wallet you Own the NFT. This means that you have the licensed right to swap your NFT, sell it, or give it away. *Customer Licence to Creative Content.* Subject to your continued compliance with these Kanvas Terms, the owner of the Creative Content grants you a worldwide, non-exclusive, transferable, royalty-free licence to use, copy, and display the Creative Content for your Purchased NFTs, solely for the following purposes:

- (a) for your own personal, non-commercial use;
- (b) on Kanvas or any other marketplace that permits the purchase and sale of your Purchased NFTs, provided that the marketplace cryptographically verifies each NFT owner’s rights to display the Creative Content for their Purchased NFT to ensure that only the actual owner can display the Creative Content; and
- (c) and in any way specifically set out in any terms associated with the particular NFT that you purchase as indicated in the NFT description and/or metadata.

It is important that you understand that the owner of the intellectual property rights in the Creative Content is granting you a licence to use the Creative Content, and not transferring complete and unrestricted 'ownership' to you of any intellectual property rights in the Creative Content.

6.3 *Restrictions on Licence to Creative Content:* You agree that you may not, nor permit any third party to do or attempt to do any of the following without our (or, as applicable, our licensors') express prior written consent in each case:

- (a) modify the Creative Content in any way;
- (b) use the Creative Content for any commercial purposes, including merchandising, or to advertise, market, or sell any third-party product or service;
- (c) use the Creative Content for your Purchased NFT in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- (d) use the Creative Content for your Purchased NFT in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Kanvas Terms; or
- (e) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Creative Content for your Purchased NFT.

6.4 *Third Party IP.* If the Creative Content associated with your Purchased NFT contains Third Party IP, you understand and agree as follows:

- (a) that you do not have the right to use such Third Party IP in any way except as incorporated in the Creative Content, and subject to the licence and restrictions contained herein;
- (b) that, depending on the nature of the licence granted from the owner of the Third Party IP, we may need to (and reserve every right to) pass through additional restrictions on your ability to use the Creative Content; and
- (c) to the extent that we inform you of such additional restrictions in writing, you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of the licence contained in this Section 6.

6.5 *Other Terms of Licence.* The licence granted in this Section 6 applies only to the extent that you continue to Own the Purchased NFT. If at any time you sell, swap, donate, give away, transfer, or otherwise dispose of your Purchased NFT for any reason, the licence granted in this Section 6 will immediately expire with respect to that NFT without the requirement of notice, and you will have no further rights in or to the Creative Content for that NFT. The restrictions in this Section 6 will survive the expiration or termination of these Kanvas Terms.

6.6 *Ownership of Kanvas and the Kanvas Materials.* You acknowledge and agree that we (or, as applicable, our licensors) own all legal right, title and interest in and to all elements of the Kanvas Materials. You acknowledge that the Kanvas Materials are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Kanvas Materials are the copyrighted property of us or

our licensors, and all trademarks, service marks, and trade names associated with Kanvas or otherwise contained in Kanvas Materials are proprietary to us or our licensors.

6.7 *No Customer Licence or Ownership of Kanvas Materials.* Except as expressly out in this Section 6, your use of Kanvas does not grant you ownership of or any rights with respect to any content, code, data, or other Kanvas Materials that you may access on or through Kanvas. On our own behalf and on behalf of our licensors, we reserve all rights in and to Kanvas Materials that are not expressly granted to you in these Kanvas Terms. You will also not apply for, register, or otherwise use or attempt to use any of our trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which consent we may withhold at our sole and absolute discretion.

7. **CONDITIONS OF USE AND PROHIBITED ACTIVITIES**

7.1 *Customer Conduct.* You agree that you are responsible for your own conduct while accessing or using Kanvas, and for any consequences. You agree to use Kanvas only for purposes that are legal, proper and in accordance with these Kanvas Terms and any applicable laws or regulations.

7.2 *Customer Promises.* You promise that your use of Kanvas will not (and will not allow any third party to):

- (a) in any manner involve:
 - (i) the sending, uploading, distributing, or disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
 - (ii) the distribution of any viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
 - (iii) the uploading, posting, transmitting or otherwise making available through Kanvas of any content that infringes the intellectual proprietary rights of any party;
 - (iv) using Kanvas to breach the legal rights (such as rights of privacy and publicity) of others;
 - (v) engaging in, promoting, or encouraging illegal activity (including, without limitation, money laundering);
 - (vi) interfering with other customers' enjoyment of Kanvas;
 - (vii) exploiting Kanvas for any unauthorized commercial purpose;
 - (viii) modifying, adapting, translating, or reverse engineering any portion of Kanvas;
 - (ix) removing any copyright, trademark, or other proprietary rights notices contained in or via Kanvas or any part of it;
 - (x) reformatting or framing any portion of Kanvas;
 - (xi) displaying any content via Kanvas that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights;

- (xii) using any spider, site search/retrieval application, or other device to retrieve or index any portion of Kanvas or the content posted via Kanvas, or to collect information about its customers for any unauthorized purpose;
- (xiii) accessing or using Kanvas for the purpose of creating a product or service that is competitive with any of our products or services;
- (xiv) abusing, harassing, or threatening another customer of Kanvas or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers (including, without limitation, filing support tickets with false information, sending excessive emails or support tickets, obstructing our employees from doing their jobs, refusing to follow the instructions of our employees, or publicly disparaging us by implying favouritism by our employees or otherwise); or
- (xv) using any abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, obscene, offensive, sexually explicit, threatening or vulgar language when communicating with another customer of Kanvas or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers

(each of the above a “**Category A Prohibited Activity**”); and/or

(b) in any manner involve:

- (i) the access to and use of Kanvas by automated means or under false or fraudulent pretences;
- (ii) the impersonation of another person (via the use of an email address or otherwise);
- (iii) using, employing, operating, or creating a computer program to simulate the human behaviour of a customer or prospective customer (“**Bots**”);
- (iv) using, employing, or operating Bots or other similar forms of automation to engage in any activity or transaction via Kanvas (including, without limitation, purchases of Packs, or of NFTs on the Marketplace);
- (v) acquiring NFTs through inappropriate or illegal means (including, among other things, using a stolen credit card, or a payment mechanism that you do not have the right to use, or purchasing a NFT and then attempting to charge the cost back to your payment method while still maintaining ownership or control of the NFT or selling, gifting, or trading the NFT to someone else);
- (vi) the purchasing, selling, or facilitating the purchase and sale of any Kanvas access or access rights or interests to other persons for cash or cryptocurrency consideration; or
- (vii) or result in the wrongful seizure or receipt of any NFTs or other digital assets;

(each of the above a “**Category B Prohibited Activity**” and, together with Category A Prohibited Activity, the “**Prohibited Activities**”).

7.3 *Effect of Your Breaches.* If you engage in any of the Prohibited Activities, we may, upon giving prior notice, but only where its reasonable that we do so, and without limiting any of our other

legal rights or remedies immediately suspend or terminate your access or continued access to Kanvas and take such other actions as we reasonably deem justified to protect us, Kanvas, any of our licensors, or any of the other Kanvas customers from the consequences of your breach or breaches :

8. TERMINATION

- 8.1 *You Terminate.* You may terminate these Kanvas Terms at any time by discontinuing your access to and use of Kanvas.
- 8.2 *We Terminate.* You agree that we may terminate these Kanvas Terms and suspend and/or terminate your access to Kanvas upon giving prior notice, but only where its reasonable that we do so.
- 8.3 *Ownership of NFTs on termination.* Suspension or termination of your access or continued access to Kanvas will not affect your ownership rights in any NFTs that you already Own, but you will not receive a refund of any amounts you paid for those NFTs.
- 8.4 *Other Remedies Available.* If we terminate these Kanvas Terms or suspend or terminate your access to or use of Kanvas due to your breach of these Kanvas Terms or any suspected fraudulent, abusive, or illegal activity (including if you engage in any of the Prohibited Activities), then termination of these Kanvas Terms will be in addition to any other legal remedies we may have.
- 8.5 *Referral to Governmental Authority.* We have the right, without provision of prior notice, to take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of Kanvas. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using Kanvas.
- 8.6 *Effect of Termination.* Upon any termination or expiration of these Kanvas Terms, whether by you or us, you may no longer have access to information that you have posted via Kanvas or that is related to your access, and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party. Any provisions in these Kanvas Terms which, by their nature, would be intended to survive termination or expiration of these Terms, shall survive the termination or expiration of these Kanvas Terms, including those provisions which expressly survive such termination or expiration.

9. DISCLAIMERS

- 9.1 *Limited promises.* You expressly understand and agree that we not make any promises or statements to you that:
- (a) your access to or use of Kanvas will meet your requirements;
 - (b) your access to or use of Kanvas will be uninterrupted, timely, secure or free from error;
 - (c) usage data provided through Kanvas will be accurate;
 - (d) Kanvas or any content, services, or features made available on or through Kanvas are free of viruses or other harmful components; or

- (e) that any data that you disclose when you use Kanvas will be secure. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so some or all of the above exclusions may not apply to you.
- 9.2 *Internet risk.* You accept the inherent security risks of providing information and dealing online over the internet.
- 9.3 *Wallet risk.* We will not be responsible or liable to you for any losses you incur as the result of your use of the Tezos or your Tezos Wallet, including but not limited to any losses, damages or claims arising from:
 - (a) customer error, such as forgotten passwords or incorrectly construed smart contracts or other transactions;
 - (b) server failure or data loss;
 - (c) corrupted Tezos Wallet files; or
 - (d) unauthorized access or activities by third parties, including, but not limited to, the use of viruses, phishing, brute-forcing or other means of attack against Kanvas, Tezos, or any Tezos Wallet.
- 9.4 *NFT smart contract risk.* NFTs are intangible digital assets that exist only by virtue of the ownership record maintained in NFT smart contracts deployed on Tezos. We make no guarantees or promises with respect to the operation of the NFT smart contracts.
- 9.5 *Blockchain risks.* We are not responsible for losses due to failures of the Tezos Network or the Tezos Technologies, or any Tezos Wallet, or any other operational aspects of Tezos, including but not limited to late or no disclosure by developers or representatives (or no reporting at all) of any issues with Tezos.
- 9.6 *NFT transaction risk.* We will not be responsible or liable to you for any losses you may incur by transacting, transferring, or facilitating transactions relating to NFTs outside Kanvas. Any transfer, purchase, or sale of an NFT you make, accept, or facilitate outside Kanvas will be entirely at your own risk. We do not assume any responsibility for purchase and sale transactions relating to NFTs other than transactions made between us and you via Kanvas, subject to these Kanvas Terms.
- 9.7 *Value and Volatility.* The prices of collectible digital assets created using blockchain technology and networks are extremely volatile and subjective, and such digital assets have no inherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the value of your NFTs, which may also be subject to significant price volatility. Each NFT has no inherent or intrinsic value. We cannot guarantee that any NFTs purchased will retain their original value, as the value of collectibles is inherently subjective and factors occurring outside of the blockchain ecosystem may materially impact the value and desirability of any particular NFT.
- 9.8 *Tax Calculations.* You are solely responsible for determining what, if any, income, capital gains, inheritance, or other taxes that may be charged by a competent tax authority in relation to your NFT-related transactions.
- 9.9 *Use of Blockchain.* Kanvas does not store, send, or receive NFTs. This is because the NFTs offered and sold to you via Kanvas exist only by virtue of the ownership created, recorded, and maintained through the Tezos Network. Any transfer of NFTs occurs within the Tezos Network, and not via Kanvas.

- 9.10 *Regulatory Uncertainty.* The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the blockchain ecosystem, and therefore the potential utility or value of your NFTs. We are not responsible for the impact that any future regulations or laws may have on the ownership, transfer, or display of NFTs or other blockchain assets.
- 9.11 *Software Risks.* Upgrades to the Tezos Technologies or a change in how transactions are confirmed through Tezos may have unintended, adverse effects on all NFTs created through Tezos.

10. LIMITATION OF LIABILITY

- 10.1 You have certain legal rights under the law. Nothing in these Kanvas Terms is intended to affect these legal rights and we do not exclude our liability where we are not permitted to do so under the law. For more information about your legal rights, contact your local consumer protection organisation.
- 10.2 We are responsible for losses you suffer caused by us breaking these Kanvas Terms unless the loss is: (i) unexpected, so it was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable) (ii) caused by a Force Majeure Event; (iii) avoidable, and something you could have avoided by taking reasonable action; or (iv) a business loss that relates to your use of Kanvas for the purposes of your trade, business, craft or profession.

11. EXTERNAL SITES

Kanvas may include hyperlinks to other websites or resources (collectively, the “**External Sites**”), which are provided solely as a convenience to our customers. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products, or other materials on or made available from or through any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred because of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites.

12. FORCE MAJEURE

- 12.1 *Force Majeure Events.* We will not be liable or responsible to the you, nor be deemed to have defaulted under or breached these Kanvas Terms, for any failure or delay in fulfilling or performing any of these Kanvas Terms, when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Event(s)**”):
- (a) acts of God;
 - (b) flood, fire, earthquake, epidemics, pandemics, including the 2019 novel coronavirus pandemic (COVID-19), tsunami, explosion;
 - (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
 - (d) government order, law, or action;
 - (e) embargoes or blockades in effect on or after the date of this agreement;

- (f) strikes, labour stoppages or slowdowns or other industrial disturbances;
- (g) shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity; and
- (h) other similar events beyond our control.

12.2 *Performance During Force Majeure Events.* If we suffer a Force Majeure Event, we will use reasonable efforts to promptly notify you of the Force Majeure Event, stating the period the occurrence is expected to continue. We will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. We will resume the performance of our obligations as soon as reasonably practicable after the removal of the cause. If our failure or delay remains uncured for a period of forty-five (45) consecutive days following written notice given by us under this Section 12, we may terminate these Kanvas Terms upon fifteen (15) days' written notice.

13. CHANGES TO KANVAS

We are constantly innovating Kanvas to help provide the best possible experience. You acknowledge and agree that the form and nature of Kanvas, and any part of it, may change from time to time without prior notice to you, and that we may add new features and change any part of Kanvas at any time without notice.

14. CHANGES TO THESE KANVAS TERMS

14.1 We have the right to change these Kanvas Terms at any time for the following reasons: (i) to improve the Kanvas Terms, to make the Kanvas Terms clearer or easier to understand, or to have all our customers on the same Kanvas Terms; (ii) to comply with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you, or where we are subject to a court order or judgement; (iii) to provide you with additional information about Kanvas, (iv) where we make changes to Kanvas or any NFTs, including where we change the way we structure them or expand the scope adding additional features, functionality or content; (v) where we reorganise the way we run our business, including merging with another brand or service; or (vi) for security reasons, including where we introduce additional security checks or software to protect our content, the NFTs, or Kanvas.

14.2 In addition, we provide Kanvas on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to these Kanvas Terms for reasons other than those set out above, provided that such amendments are reasonable.

14.3 If we change the Kanvas Terms in a way that will impact your legal rights or obligations, where possible we will notify you and give you the opportunity to read the new terms before such changes take effect, unless an update needs to be implemented quickly to reflect a sudden change, or for security, legal or regulatory reasons (in which case we will notify you of the changes as soon as we can).

14.4 If we reasonably consider that any change to the Kanvas Terms will negatively impact your legal rights or obligations in a significant way, we will provide you with at least 30 days' notice of these changes, and if you do not wish to accept the new terms, give you an option to terminate these Kanvas Terms

14.5 If you do not refuse to accept any such changes before they take place, we will take that as your acceptance of the changes.

15. CHILDREN

You confirm that you are over the age of 18. Kanvas is not intended for children under 18. If you are under the age of 18, you may not use Kanvas. We do not knowingly collect information from or direct any of our content specifically to children under the age of 18. If we learn or have reason to suspect that you are a customer who is under the age of 18, we will unfortunately have to refuse access or terminate your continued access to Kanvas. Other countries may have different minimum age limits, and if you are below the minimum age for providing consent for data collection in your country, you may not use Kanvas.

16. PRIVACY POLICY

Our Privacy Policy describes the ways we collect, use, store and disclose your personal information – please see the Privacy Policy for more information.

17. LAW AND JURISDICTION

You and we agree that English law applies to these Kanvas Terms. If you live in an EU Member State, you also have the benefit of any protection afforded to you by the mandatory provisions of the law of your country of residence. You can bring legal proceedings under these Kanvas Terms in the English courts or the courts of the EU Member State in which you live.

18. GENERAL

- 18.1 The agreement between us and you is personal to you and no third party is entitled to benefit under it. You agree that we can transfer our rights and obligations under these Kanvas Terms to any other companies in the same group as us, or to any other company or firm or person provided that your rights under this agreement will not be adversely affected as a result of such transfer. You may not transfer your rights or obligations under these Kanvas Terms to anyone else.
- 18.2 If any paragraph or section, or if any part of a paragraph or section, of these Kanvas Terms is held to be unlawful, invalid or unenforceable by a court or legal authority, that paragraph or section, or any part of that paragraph or section, shall be treated as removed. The validity and enforceability of the remaining parts of these Kanvas Terms shall continue and will not be affected.
- 18.3 To the extent we fail to or decide not to exercise any right of claim against you to which we are entitled, this will not constitute a waiver of that right unless otherwise indicated to you in writing.