KYRO Technologies, Inc. Terms of Service

Last Updated: October 14, 2026

The websites https://app.kyro.ai, https://kyro.ai, and https://storm.kyro.ai (Storm Call Center), the KYRO mobile application, and any other website on which these Terms of Service appear, and any software, mobile applications, products, devices, or other services offered by KYRO Technologies, Inc. ("KYRO," "we," "us," "our") and other services offered through third parties integrating KYRO functionality (collectively, "Offerings"), are made available by KYRO Technologies, Inc. You may access and use the Offerings only under the following Terms of Service, including any product-specific, supplemental, or other terms referencing or linked to these Terms of Service ("Special Terms"). These Terms of Service and any applicable Special Terms are collectively the "Terms." If there is any conflict between these Terms of Service and the Special Terms, the Special Terms will control in relation to their subject matter.

These Terms apply to you and your use of the Offerings. By registering, accessing, or using the Offerings, you agree to these Terms, KYRO's Privacy Policy, KYRO's Copyright Policy (posted below), the Acceptable Use Policy, the Community Guidelines, the SMS Terms and Conditions, and any other policies identified herein, which are incorporated by reference into these Terms. If you are using the Offerings on behalf of your employer or a legal entity, you represent and warrant that you are authorized to bind your employer or that entity to these Terms. In addition, these Terms apply to and are binding on anyone who is authorized by the employer or legal entity to access or use the Offerings. Except for Paid Offerings, if you wish to terminate these Terms at any time, you can do so by closing your account and no longer accessing or using the Offerings.

If your use of a given Paid Offering (as defined below) is governed by the KYRO SaaS Agreement or another written agreement with KYRO (whether signed or accepted electronically), that agreement will control to the extent that there is any conflict with these Terms with respect to that given Paid Offering.

Using the Offerings

Eligibility

To use the Offerings, you agree that you: (1) must be at least 18 years old; (2) will only have one registered account; (3) are not already restricted by KYRO from using the Offerings. Creating an account with false information is a violation of these Terms, including registering accounts on behalf of others.

Registration and Your Account

Certain Offerings require registration. For those Offerings, you must provide complete, accurate, and truthful information and update the registration information promptly if there are any changes. Registered users are responsible for: (1) maintaining the confidentiality of their login credentials, and (2) for all usage and activity that occur under their account including use or activity by any third party they authorize or invite to access, use, or connect to their account; and (3) all statements made or materials posted under their account, including liability for harm caused by such statements or materials. You may not assign or transfer your account to any other person or entity without KYRO's prior written permission. You agree that KYRO is not responsible for third-party access to your account that results from the theft or misappropriation of your login credentials.

Paid Offerings

If there is a fee to use an Offering (a "Paid Offering"), the fee will be disclosed prior to registration and charged as outlined in an applicable order form. Paid Offerings are subject to the KYRO SaaS Agreement available at

https://kyro.ai/legal/saas-agreement, which your organization accepts by signing it or by accepting it electronically at checkout.

Notices and Messaging

You understand that by registering with the Offerings, you may receive regular updates, marketing, and other communications regarding new or existing KYRO products and services. You agree that KYRO will provide notices and messages to you in the following ways: (1) within the Offerings, or (2) sent to the contact information you provide us (e.g., email, mobile number, physical address). You may opt out of receiving promotional or marketing communications from us at any time by using the unsubscribe link in the email communications we send or by emailing privacy@kyro.us. If you provide a mobile number, KYRO may send you transactional text messages (such as one-time passcodes, alerts, and callout notifications) as described in the SMS Terms and Conditions. KYRO does not send marketing text messages.

Linking to the Offerings

You may provide links to the Offerings, provided: (1) you do not remove or obscure, by framing or otherwise, any portion of the web pages, the Terms, or any notices on the Offerings, and (2) you discontinue providing links to the Offerings if requested by KYRO.

Licenses and Restrictions

Limited License

As an Offering user, you are granted a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to access and use the Offerings per these Terms. KYRO may terminate this license at any time for any reason. Certain Offerings require login information as described below. Notwithstanding the license in this section, certain Offerings require you to register to access and use certain of the Offerings' features.

Limitations

Any unauthorized use of the Offerings is prohibited. You may not use the Offerings to:

1. Copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit, or public purposes all or any portion of the Offerings or any information obtained from the Offerings, either directly or through a third party.
2. Extract, decompile, reverse engineer, disassemble, or create derivative works from or competitive products of the Offerings.
3. Create a false identity, misrepresent your identity, create a profile for anyone other than yourself, or use or attempt to use another's account;
4. Disclose information that you do not have the consent to disclose (such as confidential information of others, including your employer);
5. Determine the Offerings' architecture or extract data or information about usage, or individual identities of other users of the Offerings via use of any network monitoring or discovery software or otherwise.
6. Override any security feature or bypass or circumvent any access controls or use limits of the Offerings;
7. Rent, lease, loan, trade, sell/resell, or otherwise monetize the Offerings or related data or access to the same, without KYRO's consent;

8. Monitor, copy, scan, review, index, mirror, ping, or validate the Offerings via robot, spider, other automatic software or device, process, approach, or methodology, manual or otherwise (methods such as web scraping, harvesting, data extraction, data validation, or verification are prohibited).
9. Transmit any computer virus, worm, defect, trojan horse, or any other item of a destructive nature, or to upload any virus or malicious code.
10. Transmit any false, misleading, fraudulent, or illegal communications, information, or data.
11. Phish, spoof, commit illegal or fraudulent activity, or violate applicable laws or regulations.
12. Deep-link to our Offerings for any purpose other than to promote your profile on the Offerings, without KYRO's consent;
13. Use bots or other automated methods to access the Offerings, add or download contacts, or send or redirect messages;
14. Monitor the Offerings' availability, performance, or functionality for any competitive purpose;
15. Damage, interfere, disable, or impair the operation of, or place an unreasonable load on, the Offerings (e.g., spam, denial of service attack, viruses, gaming algorithms);
16. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;
17. Violate KYRO's intellectual property or other rights, including using the word "KYRO" or its logos in any business name, email, or URL except as provided in the Trademark Use Guidelines;
18. Imply or state that you are affiliated with or endorsed by KYRO without KYRO's express consent;
19. Access unauthorized information;
20. Solicit information from minors or harm or threaten to harm minors;
21. Attack, threaten violence, stalk, harass, incite, harm, or intimidate any other user, person, or organization, or engage in any other threatening behavior;
22. Transmit, store, or post any material that is abusive, harassing, tortious, defamatory, derogatory, vulgar, pornographic, obscene, libelous, fraudulent, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
23. Transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, surveys, or any other form of solicitation or mass messaging, whether commercial in nature or not; or
24. Export or re-export the Offerings or any portion thereof in violation of any applicable export control laws and regulations.

You acknowledge that we have the right to monitor your access or use of the Offerings for the purpose of operating and improving the Offerings (including without limitation for security analysis, fraud prevention, risk assessment, troubleshooting, and customer support purposes), to ensure your compliance with these Terms and to comply with applicable law or the order or requirement of a court, consent decree, administrative agency, or other governmental body.

If KYRO believes, in its sole discretion, that you may violate, have violated or attempted to violate any of these Terms or any policies referenced herein, your use and access to the Offerings may be limited, temporarily revoked, or permanently revoked and your Content may be modified or removed from the Offerings in KYRO's sole discretion without notice to you.

KYRO Intellectual Property Rights

Except as expressly provided in these Terms, nothing contained herein will be construed as conferring any license or right, by implication, estoppel, or otherwise, under copyright or other intellectual property rights. You agree that the Offerings are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. KYRO,

the KYRO logo, and all other KYRO trademarks, service marks, product names, and trade names of KYRO appearing on or in conjunction with the Offerings are owned by KYRO. KYRO does not grant you the right to use or display any trademark, service mark, product name, trade name, or logo appearing on the Offerings without KYRO's prior written consent.

License of Your Content to KYRO

Certain portions of the Offerings allow you to publish (e.g., post, upload, or otherwise provide) publicly accessible content ("Public Content"). Other portions of the Offerings allow you to publish content that is only viewable by you or by your users with appropriate access permissions ("Non-Public Content"). Public Content and Non-Public Content are collectively your "Content" that you own or have the right to provide (and share) and you grant KYRO the licenses set forth below.

Non-Public Content

With respect to Non-Public Content, you hereby grant (or warrant that the owner of such rights has expressly granted) KYRO and its subprocessors a worldwide right and license to access, host, display, process, analyze, transmit, reproduce, and otherwise utilize Non-Public Content for the purposes of providing and improving the Offerings.

Public Content

With respect to Public Content, you hereby irrevocably grant (or warrant that the owner of such rights has expressly granted) KYRO a worldwide, perpetual, non-exclusive, royalty-free, assignable, sub-licensable, transferable rights to use the Public Content for any lawful purpose without any further consent, notice, or compensation to you or others. KYRO will own any derivative works it makes of Public Content.

KYRO MAKES NO GUARANTEE OF CONFIDENTIALITY OR PRIVACY OF ANY PUBLIC CONTENT TRANSMITTED TO OR FROM THE OFFERINGS. You acknowledge that any Public Content you post via the Offerings is a public and not private communication. Others may read and view your communications without your knowledge. KYRO does not endorse any Public Content on the Offerings. KYRO will not be liable for the privacy of any of your or any other third-party Public Content on the Offerings and specifically disclaims any liability resulting from such postings and communications, including any objectionable content. Please also see KYRO's Privacy Notice. You agree that we may access, store, process, share, and use any information and Personal Data you provide in accordance with the Privacy Notice.

Usage Data

KYRO may collect, use, share, and otherwise process usage information or data related to or derived from the access or use of the Offerings including Non-Public Content and Public Content ("Usage Data"). Examples of Usage Data include information or data on user visits, user activity, and numbers and types of clicks or impressions, as well as statistical, functional, behavioral, or other information or data based on or derived from such access or use. Except where you have expressly provided your written consent, KYRO will only disclose Usage Data if such data does not contain Personal Data or any Non-Public Content.

Feedback and Suggestions

By submitting suggestions or other feedback regarding the Offerings to KYRO, you agree that KYRO can use and publicly share such feedback (although it does not have to) for any purpose without compensation or attribution to you. You

agree that you will have no recourse against KYRO for any alleged or actual infringement or misappropriation of any proprietary right in any feedback or suggestion you provide to KYRO.

Advertising

KYRO has the right, without payment to you or others, to serve ads, paid content, and other information near or in association with your Content and information, and we enable search engines to make Public Content findable through their services.

Relationship of KYRO and You

You are an independent third party to KYRO and nothing in these Terms will create or represent that there is any partnership, joint venture, agency, franchise, sales relationship, or employment relationship between you and KYRO.

Errors and Corrections

KYRO does not represent or warrant that the Offerings will be error-free, free of viruses or other harmful components, that defects will be corrected, or that they will always be accessible. KYRO does not warrant or represent that content or information available on or through the Offerings will be correct, accurate, timely, or otherwise reliable.

Except as separately agreed with you in writing, KYRO may: (1) change, suspend or discontinue any of our Offerings; and/or (2) modify the prices of Paid Offerings effective prospectively upon reasonable notice to the extent allowed under the law. Except as required by law, KYRO has no obligation to retain or provide you with copies of your Content.

Third-Party Content and Links

The Offerings may host third-party content or information ("Third-Party Content") or may include links to other websites or applications ("Third-Party Services"). KYRO does not control or endorse any Third-Party Content or Third-Party Service. Further, information and opinions provided by KYRO employees and agents of KYRO in interactive areas of the Offerings are not necessarily endorsed by KYRO and do not necessarily represent the beliefs and opinions of KYRO. You agree that KYRO is not responsible for the availability, accuracy, or content of any Third-Party Content or Third-Party Service. Your use of and reliance on any Third-Party Content or Third-Party Service is at your own risk. Some of the services made available through the Offerings and Third-Party Services may be subject to additional third-party terms of service, privacy policies, licensing terms and disclosures, and other terms, conditions, and policies. It is your responsibility to familiarize yourself with any such applicable third-party terms. KYRO is not responsible for, and makes no representations or warranties about (a) any Third-Party Content or Third-Party Services or your use thereof, or (b) any third-party terms or your compliance with them. KYRO reserves the right to disable any link or remove any Third-Party Content and/or Third-Party Service at any time in its sole discretion.

KYRO may help connect registered users offering their services with users seeking services. KYRO does not perform or employ individuals to perform these services. You must be at least 18 years of age to offer, perform, or procure these services. You acknowledge that KYRO does not supervise, direct, control, or monitor users in the performance of these services and agree that: (1) KYRO is not responsible for the offering, performance, or procurement of these services, (2) KYRO does not endorse any particular user's offered services, and (3) nothing will create an employment, agency, or joint venture relationship between KYRO and any user offering services.

Community Features and Guidelines

Some Offerings, including community features in the KYRO mobile application, let you post photos, videos, comments, and messages that other users can see. When you use these features, you must follow these Terms, the Acceptable Use Policy, and the Community Guidelines, which are incorporated into these Terms. In particular, you may not post: (1) intimate or sexually explicit images of any person without that person's consent; (2) another person's personal information (such as a home address, phone number, or identification document) without permission; (3) confidential information of your employer, a utility, or any other company, including Critical Energy/Electric Infrastructure Information, non-public system maps, or images that reveal security-sensitive details of utility facilities; (4) content that promotes unsafe work practices; or (5) content that harasses, threatens, or discriminates against any person.

Reporting and Removal. You can report content or users through the reporting tools in the app or by emailing legal@kyro.us. KYRO may review, remove, or restrict content, and may suspend or terminate accounts, that violate these Terms. If your content is removed or your account is restricted, you may request review by emailing legal@kyro.us.

Intimate Image Removal Requests. If an intimate visual depiction of you, or of a person you are authorized to act for, has been published on the Offerings without consent, you may request its removal through the reporting tools in the app or by emailing legal@kyro.us. Your request must include: (1) your physical or electronic signature; (2) information sufficient for KYRO to locate the depiction; (3) a brief statement of your good-faith belief that the depiction was published without consent; and (4) your contact information. KYRO will remove the depiction, and make reasonable efforts to identify and remove known identical copies, as soon as possible and no later than 48 hours after receiving a valid request.

KYRO Verified

KYRO Verified indicates only that, at the time of verification, KYRO reviewed an identification document and the license and certification documents the user submitted and found them consistent with the user's profile. KYRO Verified is not a background check, criminal history check, drug test, or consumer report. It is not a statement by KYRO about any user's qualifications, competence, fitness for any job, or safety, and licenses and certifications may expire or be revoked after verification. Users and companies remain solely responsible for confirming qualifications and for making their own hiring, engagement, and safety decisions. You may not use KYRO Verified status, or any other information obtained through the Offerings, as a factor in determining any person's eligibility for employment, credit, insurance, or housing in a manner that would make it a consumer report under the Fair Credit Reporting Act.

AI Features

Some Offerings use artificial intelligence, including KORY, KYRO's AI agent. Content generated by AI features may be inaccurate or incomplete, and you should review it before relying on it. KORY proposes actions only for your approval, and any action you approve is your action. Do not rely on AI features for safety-critical decisions.

Field Safety

The Offerings are tools to help manage work. They do not replace your employer's safety program, applicable safety laws and regulations (including OSHA requirements), or the judgment of qualified persons. Do not use the Offerings while driving or operating equipment or while performing energized or other hazardous work, and do not rely on the Offerings for switching, clearance, or other safety-critical decisions.

Mobile Application

Subject to these Terms, KYRO grants you a limited, non-exclusive, non-transferable, revocable license to download, install, and use the KYRO mobile application on mobile devices you own or control, solely to use the Offerings. The app may update automatically. You can delete your account at any time in the app settings or by emailing privacy@kyro.us.

Apple App Store. If you download the app from the Apple App Store: (1) these Terms are between you and KYRO only, not Apple; (2) Apple has no obligation to provide maintenance or support for the app; (3) if the app fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any), and to the maximum extent permitted by law Apple has no other warranty obligation for the app; (4) KYRO, not Apple, is responsible for addressing any claims relating to the app, including product liability claims, claims that the app fails to conform to any legal or regulatory requirement, and claims under consumer protection, privacy, or similar laws; (5) KYRO, not Apple, is responsible for the investigation, defense, settlement, and discharge of any third-party claim that the app infringes intellectual property rights; (6) you represent that you are not located in a country subject to a U.S. Government embargo or designated by the U.S. Government as a "terrorist supporting" country, and that you are not on any U.S. Government list of prohibited or restricted parties; (7) you must comply with applicable third-party terms when using the app; and (8) Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

Google Play. If you download the app from Google Play, Google's terms also apply to your download, and Google is not responsible for the app.

KYRO Capital

KYRO Capital is a commercial credit program provided by one or more third-party banks or other credit providers (each, a "KYRO Capital Provider"). KYRO provides the technology platform through which participants apply, submit invoices, and view account status. KYRO is not a bank, lender, or factor; does not extend credit, purchase receivables, or guarantee payment; and does not accept or hold KYRO Capital funds. Credit decisions, funding, and collections are made solely by the applicable KYRO Capital Provider, and your participation is governed by your separate agreement with that KYRO Capital Provider. Payments for KYRO Capital transactions must be made only to the program account designated by the KYRO Capital Provider in your remittance instructions. Account status information shown in the Offerings is provided by the KYRO Capital Provider, and KYRO is not responsible for its accuracy. KYRO Capital is available only for business purposes, not for personal, family, or household purposes.

Storm Call Center

Storm Call Center (https://storm.kyro.ai) provides storm path projections, predicted outage impacts, and storm-related service call information organized by utility, state, and county. This information is derived from public and third-party sources and from KYRO's models. It consists of estimates and predictions, not official forecasts or outage reports, and it may be incomplete, delayed, or inaccurate. Storm Call Center is not affiliated with or endorsed by any government agency or utility unless expressly stated, and it is not an emergency service: do not rely on it for life-safety, evacuation, or emergency response decisions, and follow instructions from official authorities. You may view and share Storm Call Center information for your own personal or internal business purposes with attribution to "KYRO Storm Call Center." You may not scrape, bulk download, resell, or redistribute Storm Call Center data, or use it to build a competing product or to train AI models, without KYRO's prior written consent. Third-party data included in Storm Call Center remains subject to the terms of its source.

Disclaimer

THE OFFERINGS ARE PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS. KYRO EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. KYRO DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO: (1) ANY ERRORS IN OR OMISSIONS FROM THE OFFERINGS INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (2) THIRD-PARTY COMMUNICATIONS, (3) ANY THIRD-PARTY SERVICES, WEBSITES, OR THIRD-PARTY CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS ON THE OFFERINGS, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS IN OR OMISSIONS THEREFROM, (4) THE UNAVAILABILITY OF THE OFFERINGS, (5) YOUR USE OF THE OFFERINGS, OR (6) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE OFFERINGS.

Limitation of Liability

TO THE FULLEST EXTENT OF THE LAW (AND UNLESS KYRO HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THESE TERMS), KYRO WILL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE OFFERINGS, ANY FACTS, CONTENT, OR OPINIONS APPEARING ON OR THROUGH AN INTERACTIVE AREA, OR ANY THIRD-PARTY CONTENT OR THIRD-PARTY SERVICE. KYRO WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, OR REPUTATIONAL DAMAGES (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS) OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THESE TERMS, THE USE OF OR INABILITY TO USE THE OFFERINGS, THE INTERACTIVE AREAS, OR ANY THIRD-PARTY CONTENT OR THIRD PARTY SERVICES.

Indemnification

You agree to indemnify, defend, and hold KYRO, and its affiliates, officers, directors, employees, agents, licensors, and suppliers harmless from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, arising out of or relating to: (1) your access to or use of the Offerings, including your Content, (2) your violation of these Terms, (3) your breach of your representations and warranties provided under these Terms, (4) your products or services, or the marketing or provision thereof to end users, or (5) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. KYRO reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of KYRO.

Governing Law

These Terms are to be governed by and construed in accordance with the internal laws of the State of Delaware, without regard for principles of conflicts of laws. Subject to the Dispute Resolution section below, Excluded Disputes and Disputes (defined below) that cannot be arbitrated must be brought exclusively in the state and federal courts located in Collin County, Texas.

Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Informal Negotiations. The parties will first attempt in good faith to promptly resolve any disputes arising out of or relating to these Terms (or the breach, termination, enforcement, interpretation, or validity thereof) (each a "Dispute") by negotiation between representatives of each party with the authority to resolve such Dispute informally for at least thirty (30) days before initiating any arbitration. Informal negotiations begin upon written notice from one party to the other. You will send notice to KYRO Technologies, Inc., 9720 Coit Road, Suite 220-345, Plano, TX 75025. KYRO will send notice to you at your address in our records or by email to the email address provided by you in connection with your use of the Offerings.

Binding Arbitration. If the parties are unsuccessful in resolving the Dispute through informal negotiations, such Dispute will be submitted to final and binding arbitration. Arbitration will be conducted in English and administered as follows: (i) if in the U.S., by the American Arbitration Association (AAA) under its Commercial Arbitration Rules or, if you are an individual using the Offerings primarily for personal, family, or household purposes, its Consumer Arbitration Rules, with any in-person hearing held in Collin County, Texas unless the arbitrator determines otherwise, or (ii) if outside the U.S., by the International Centre for Dispute Resolution (ICDR) in accordance with the International Arbitration Rules then in effect. For more information, see www.adr.org. Except as required by law, neither party nor its representatives may disclose the existence, content, or results of any arbitration without the other party's prior written consent.

Arbitration Fees. If you are an individual using the Offerings primarily for personal, family, or household purposes, your share of any AAA filing, administrative, and arbitrator fees will not exceed the lesser of the consumer filing fee under the AAA Consumer Arbitration Rules or the filing fee you would pay to bring the claim in a court of competent jurisdiction, and KYRO will pay all remaining AAA fees when due. Each party will bear its own attorneys' fees and costs, except as the arbitrator may award under applicable law. If the arbitrator determines that a claim was frivolous or brought for an improper purpose, fees will be allocated as provided in the AAA rules.

Mass Arbitration. If twenty-five (25) or more demands for arbitration raising substantially similar claims are filed against KYRO by or with the assistance of the same or coordinated counsel or organizations (a "Mass Filing"), the following procedures apply, together with the AAA Mass Arbitration Supplementary Rules: (1) Bellwether Proceedings. Counsel for the claimants and KYRO will each select ten (10) demands (twenty (20) in total) to proceed first as individual arbitrations, each before a different arbitrator unless the parties agree otherwise. The remaining demands will be held in abeyance, and no fees will be assessed for them, until the bellwether arbitrations conclude. (2) Global Mediation. Within sixty (60) days after the bellwether arbitrations conclude, the parties will participate in a single global mediation of the remaining demands, and KYRO will pay the mediator's fees. (3) Staged Batches. If the remaining demands are not resolved in mediation, the AAA will administer them in batches of up to fifty (50) demands each, with one arbitrator assigned to each batch, one set of filing and administrative fees assessed per batch, and a new batch beginning when the prior batch concludes, or on a faster schedule agreed by the parties. (4) Tolling. The statute of limitations for any claim subject to these procedures is tolled from the date the demand is filed until the claim is decided, withdrawn, or settled. (5) Individual Demands. Each demand must be signed by the individual claimant and include information sufficient to identify the claimant's account and the specific claim. The state and federal courts located in Collin County, Texas may enforce these procedures.

The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any Dispute resolved by arbitration. The decision of the arbitrator will be in accordance with these Terms and will be binding upon the parties. Each party hereby waives any right it may otherwise have under the laws of any jurisdiction to any form of appeal. Judgment upon the award rendered may be entered in and enforced by any court of competent jurisdiction having jurisdiction over both parties. The arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim; however, a court has exclusive

authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity. These Terms govern if there is a conflict with the AAA or the ICDR rules as applicable.

Excluded Disputes. Notwithstanding the foregoing, neither party is required to arbitrate claims: (1) where all named parties seek monetary relief which, in the aggregate, qualifies as a claim that meets the requirements of an applicable small claims court; (2) seeking injunctive relief; or (3) seeking to enforce or protect, or concerning the validity of, any of your or KYRO's intellectual property rights. However, if a small claim is transferred, removed, or appealed to a different court, either party may require that the claim be submitted to final binding arbitration.

Restrictions/No Class Actions. THE PARTIES AGREE THAT ANY CLAIM BROUGHT IN CONNECTION WITH A DISPUTE, WHETHER RESOLVED THROUGH ARBITRATION OR OTHERWISE, WILL TAKE PLACE ON AN INDIVIDUAL BASIS. THE PARTIES WAIVE THE RIGHT TO PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR ARBITRATION, AND THE RIGHT TO A TRIAL BY JURY. UNLESS BOTH YOU AND KYRO AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Severability. If the Restrictions/No Class Actions section is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will be resolved in a court of competent jurisdiction, with the balance resolved through arbitration.

If any provision of this Dispute Resolution section is found to be illegal or unenforceable, then that provision will be severed; however, the remaining provisions will still apply and shall be interpreted to as nearly as possible achieve the original intent, inclusive of the severed provision.

Survival. This Dispute Resolution section will survive any termination of these Terms or your use of the Offerings.

Termination

You or KYRO may terminate these Terms at any time with notice to the other. On termination, you lose the right to access or use the Offerings. The following will survive termination: Registration and Your Account, License of your Content to KYRO, Feedback and Suggestions, Limitations, Limitation of Liability, Indemnification, Governing Law, Dispute Resolution, and the General sections of these Terms, and any other terms that would naturally survive by their nature. Any amounts owed by either party prior to termination remain owed after termination. KYRO will have no liability or responsibility to any user related to or arising out of any termination of access to the Offerings.

General

These Terms incorporate by reference any notices contained on this website, the Privacy Notice, the Copyright Notice, and any other referenced policies, and constitute the entire agreement with respect to access to and use of the Offerings (unless you and KYRO have entered a separate agreement that explicitly overrides these Terms). If there is conflict among the terms of the foregoing notice or policies, these Terms prevail. If any provision of these Terms is unlawful, void, or unenforceable, then that provision will be deemed severable from the remaining provisions and will not affect their validity and enforceability. If KYRO does not act to enforce a breach of these Terms, that does not mean KYRO has waived its right to enforce these Terms. You may not assign or transfer these Terms or any of your rights or obligations (or your membership or use of Offerings) to anyone without KYRO's consent. KYRO may assign these Terms to its affiliates or a party that buys KYRO without your consent. There are no third-party beneficiaries to these Terms.

Privacy

Your use of the Offerings is subject to these Terms and KYRO's Privacy Notice.

Translations

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with KYRO, and any inconsistencies among the different versions will be resolved in favor of the English version.

Modifications to Terms

KYRO may, in its sole discretion, modify or revise these Terms, including without limitation KYRO's Privacy Notice and any referenced policies, at any time by posting the amended terms on the Offerings or otherwise linking to them in the Offerings. KYRO additionally may either: (1) notify you via the contact information associated with your account if you have registered with the Offerings (you must ensure that KYRO's email is not filtered from your Inbox by your ISP or email software), or (2) post the date of the update on the Terms, Privacy Notice, or other applicable policies. You agree that your use of the Offerings after the date on which the Terms changed will constitute your acceptance of the updated Terms, and that you agree to be bound by such modifications or revisions. For material changes, KYRO will provide at least fifteen (15) days' notice before the changes take effect, except where a change is required by law or addresses a security risk.

Copyright Notice

Reporting Claims of Copyright Infringement
KYRO takes claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Offerings infringe your copyright, you may request removal of those materials (or access to them) from the Offerings by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature
- Identification of the copyrighted work you believe has been infringed or, if the claim involves multiple works on the Offerings, a representative list of such works
- Identification of the material you believe to be infringing, in a sufficiently precise manner to allow us to locate that material
- Adequate information to allow us to contact you (including your name, postal address, telephone number, and, if available, email address)
- A statement that you have a good-faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law
- A statement that the information in the written notice is accurate
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner

DMCA Notices may be sent to our designated Copyright Agent at:

Copyright Agent

KYRO Technologies, Inc.
9720 Coit Road, Suite 220-345
Plano, TX 75025
legal@kyro.us

If you fail to comply with all the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Offerings is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is KYRO's policy to respond to notices of alleged copyright infringement that comply with DMCA per this Copyright Notice. Your acceptance of these Terms is also your consent to the copyright practices described in this Copyright Notice. KYRO may terminate any user's access to the Offerings if KYRO determines that a user is a repeat infringer.

Counter-Notice

If you believe that a notice of copyright infringement has been improperly submitted against you, you may submit a Counter-Notice, pursuant to Sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. You may provide a written communication which contains:

1. Your physical or electronic signature;
2. Identification of the material removed or to which access has been disabled;
3. A statement under penalty of perjury that you have a good-faith belief that removal or disablement of the material was a mistake or that the material was misidentified; and
4. Your full name, your email address, your mailing address, and a statement that you consent to the jurisdiction of the Federal District court (1) in the judicial district where your address is located if the address is in the United States, or (2) located in Collin County, Texas if your address is located outside the United States, and that you will accept service of process from the complainant submitting the notice or their authorized agent.

Please submit your Counter-Notice to KYRO’s Copyright Agent at the address specified above.

Repeat Infringers

In appropriate circumstances, KYRO will disable and/or terminate the accounts of users who are repeat infringers.