

MODULE KJPT  
KINTO JOIN PLATFORM TERMS

The terms set out in this Module govern the use of the Kinto Join Platform Services and in the case of any conflict between the terms of this Module and the other terms of the Agreement the term of this Module shall prevail with respect to Kinto Join Platform Services.

## 1. DEFINITIONS

- 1.1 In this Module the following terms will have the meanings set out below. Any capitalised terms which are not defined in this Module will have the meaning given to them in the Agreement:

**“Community”** means the Customer’s managed community on the Kinto Join Platform comprising Authorised End Users participating in journey sharing arrangements with other Authorised End Users.

**“Customer Company Policies”** means any employee, staff and/or any other work place policies which the Customer has in place from time to time in connection with its business.

**“Sustainability Survey”** means KINTO’s survey which allows any Customer to conduct surveys of its Authorised End Users’ commuting patterns and estimate, amongst other things, estimated emissions related thereto and calculate estimated potential carbon savings.

**“Kinto Join Platform”** means a Platform designed to facilitate corporate mobility and the management of sustainable corporate commuting initiatives, including incentivising community benefits and tracking estimated carbon footprint savings.

**“Kinto Join Platform Services”** means the provision of the Kinto Join Platform and related Platform Support.

## 2. PLATFORM SUBSCRIPTION FEE ADJUSTMENTS

- 2.1 KINTO reserves the right to adjust the applicable Platform Subscription Fees (as set out in the SOW) each year during the Term to reflect:

- (a) Customer’s Authorised End User headcount in respect of the Kinto Join Platform Services; and/or
- (b) any increases of costs in the provision of the Kinto Join Platform Services indicated by the percentage change of the Consumer Price Index for the United Kingdom over the previous 12 months during the Term or 2% above the rate of inflation, whichever is greater, both as published by the Office for National Statistics (ONS) (or by any successor body) or such index as may replace the Consumer Price Index for the United Kingdom if it is no longer published).

- 2.2 KINTO shall give the Customer not less than one month’s prior notice in writing of proposed changes set out in Clauses 2.1(a) and 2.1(b). If the Customer objects to a proposed adjustment, the parties shall discuss and seek to resolve the matter in good faith.

### **3. COMMUNITY MANAGEMENT**

- 3.1 Amongst other features and functions available to the Customer in respect of the Kinto Join Platform Services, the Customer may authorise Admin(s) to create and manage a Community (or Communities, where additionally purchased in accordance with Module CMOF) for and on the Customer's behalf. Such Admins may review requests from users of the Kinto Join Platform Services (intended to be Customer employees or workers) as 'Authorised End Users' of the Customer's managed Community (or Communities, if applicable).
- 3.2 KINTO will not monitor requests from users of the Kinto Join Platform Services to join any Community and do not verify the identity of such users as 'Authorised End Users' for the purposes of providing access to the Platform or the Kinto Join Platform Services.
- 3.3 The Customer, acting through its designated Admin, shall be solely responsible for:
- (a) verifying the identity of and accepting requests from such users to join a relevant Community as 'Authorised End Users' via the Platform; and
  - (b) managing its Community (or, if applicable, Communities) and monitoring journeys undertaken by Authorised End Users and/or interactions between Authorised End Users in accordance with Customer Company Policies and/or any shared travel to work incentives offered by the Customer from time to time.

### **4. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

- 4.1 The Kinto Join Platform Services do not include the provision of transportation nor is KINTO a transportation carrier. KINTO accepts no responsibility nor liability for the actions or omissions of any Authorised End User and their respective compliance with applicable laws and regulations in relation to any shared journeys undertaken by them in the Territory, including, without limitation, their respective obligations to obtain and maintain applicable permits, licence (e.g., driving licences), insurance and/or vehicle safety certifications (e.g., MOTs) and to comply with Customer Company Policies in place from time to time.
- 4.2 To the maximum extent permissible by law, the Customer hereby waives and forever releases KINTO from any claim, liability, loss, injury or damage incurred and/or suffered arising from or in connection with Authorised End Users' interactions with one another on the Kinto Join Platform Services including, but not limited to, in connection with any actual or alleged breach by an Authorised End Users of Customer Company Policies and/or with respect to any shared journeys undertaken by such Authorised End Users.
- 4.3 While KINTO makes reasonable efforts to provide robust GHG emissions data in its reports, the Customer acknowledges that the reports generated via KINTO's Sustainability Survey advert indirect measurements based on such Authorised End User's selected activity and associated data input parameters as part of an 'estimation model'. KINTO does not calculate any uncertainty of sample data in its report to assess the confidence level or quality assurance of any Authorised End User's input data. KINTO's Services do not use direct measurement tools to establish emissions data nor does KINTO provide continuous emissions monitoring. It is the Customer's sole responsibility to ensure that any activity data input is true, accurate and complete. To the fullest extent permitted by applicable law, KINTO disclaims all liability and accepts no responsibility for

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the accuracy of: (i) Authorised End User's, input activity data; (ii) any subsequent amendments, additions and/or modifications made by the Customer to any report data generated by KINTO, the Kinto Join Platform Services or the Platform, for any GHG emissions reporting obligations required by applicable law, or for any marketing claims.