

MyKind - Terms of services

The summary doesn't encapsulate the entire terms of our services agreement. You're encouraged to read the complete Terms of Service provided below. In the summary, certain terms are used which are defined in the detailed terms that follow. Based on the comprehensive terms provided below, here are the primary terms of our agreement:

1. The Terms of Service you're viewing form a binding agreement between MyKind and you.
2. Persons under the age of 18 or the legal age of consent for the associated activities, whichever is higher, cannot use these services.
3. This agreement is perpetual. Either party can end it with written notice. If you notify MyKind of termination, it'll be effective after 1 Business Day. MyKind requires a 45-day notice to terminate, unless extreme situations warrant immediate termination. Transactions made before termination are still binding.
4. MyKind's platform, accessible via its website and app, provides updates on global nightlife events and concerts and shows - Users can buy tickets and order food and beverages.
5. Users need an online account with MyKind. Registering requires certain mandatory details, including payment information. Users may also need to provide additional information for purposes like preventing illegal financial activities.
6. All notifications regarding the services will be as per the 'Notices' section.
7. Users will be billed for tickets post-purchase confirmation and for F&B orders once accepted by the partner. Ensure your funds are lawful.
8. Payments for F&B are made to MyKind, who ensures the partner acknowledges the order. MyKind, acting as an intermediary, isn't responsible for the quality of items or partner services.
9. MyKind can suspend your account or access to services without prior notice. Service alterations or discontinuations can occur without notifying users.
10. Users are accountable for their account details and any actions via their accounts. Notify MyKind immediately at support@MyKind.co.il if there's unauthorized use.
11. Ticket cancellations can occur within 14 days of purchase, but not less than 7 Business Days before the event. F&B orders can be canceled prior to partner acceptance. Reach out to MyKind's support for cancellations at support@MyKind.co.il
12. Report unauthorized or increased payment charges to MyKind within 30 days of the payment. MyKind will refund unauthorized charges within 8 business days unless fraudulent activity is detected.
13. If partners don't honor timeframes, you can request MyKind to stop a payment, given certain conditions. Requests should be sent to support@MyKind.co.il.
14. MyKind isn't liable for damages from using our services except as specified. We collaborate with third parties for our services, but aren't responsible for their actions, except concerning payment errors. You agree to indemnify MyKind against claims arising from breach of terms, misuse, or violation of laws/rights.
15. 'Business Day' refers to any day except Friday, Saturday, or bank holidays in Israel.

Here's the revised content with minimal changes for clarity and brevity:

1. License

Subject to your adherence to these Terms, MyKind provides you with a personal, non-exclusive, non-transferable, non-sub-licensable, revocable, limited license to access the Services. You can only use the Services for personal and private purposes. You must not utilize the Services on behalf of others or benefit from handling or uploading content for others on MyKind's website. Note that your license is conditioned by these Terms. Should you breach these Terms or disagree with any part, your license ends immediately, and you must stop using the Services. If the Services are deemed illegal in your country, you have no license and must not use them.

2. Acceptance of Terms

By accessing MyKind's Services, you confirm you've read and agreed to these Terms of Service. If you disagree with the Terms, refrain from using the Services.

MyKind may amend these Terms, and your continued use signifies your acceptance of the changes. Should you disagree, your sole recourse is to discontinue the Services and cancel any created Accounts.

Breaching these Terms empowers MyKind to either warn or terminate/suspend your Account(s). MyKind may or may not notify you of such actions.

MyKind can alter or discontinue any Service component without notice. This won't result in any liability for MyKind.

NO ONE UNDER THE LEGAL AGE FOR THE SERVICES IN THEIR JURISDICTION MAY USE THEM. Confirming your acceptance of these Terms means you declare you're of legal age.

3. Description of Services

MyKind offers a platform for Users to explore global nightlife activities and events, enabling ticket purchases and interactions with other Users. The platform also partners with various food and beverage outlets, allowing Users to order menu items.

MyKind doesn't guarantee content accuracy or uninterrupted Service functionality. MyKind isn't liable for disruptions caused by external factors outside its control. Access to Services can be suspended or terminated without prior notice.

4. Access to Service

Ensure your device is compatible with the Services. MyKind doesn't supply equipment for access. You'll bear any third-party charges related to the Services.

Your device and login credentials are essential for platform payments. Confirm the legality of your funds on MyKind.

5. Account Information

During Account creation, you might provide details such as name, contact, and social media links. Mandatory details are vital for Service access. The following apply to Account security:

- Never share or compromise your Account or its details.
- Report and rectify any security breach immediately.
- You're responsible for all Account activity.
- Misuse of your Account can lead to its termination.
- Monitor your Account to prevent unauthorized use.
- MyKind can reclaim usernames for various reasons.

Personal data provided or fetched from social networks will follow MyKind's Privacy Policy at www.MyKind.co.il/legal/privacy-policy. Always ensure the accuracy of the details you provide.

MyKind will keep you updated about purchases made through your Account.

Certainly! Here's the text with minimal changes:

6. MyKind Food and Beverage Order Terms of Service

This section outlines the Food and Beverage Order terms. These terms are in addition to the main Terms. MyKind only acts as an intermediary in this process.

6.1. Account

Before ordering, the User's Account should have payment details matching an eligible method and age verification.

6.2. Food and Beverage Order Availability

Partners have specific areas for accepting and delivering orders. Users should be within these areas when ordering. Availability depends on each Partner's operation hours.

6.3. Food and Beverage Order Services

An F&B order through MyKind is finalized once the Partner accepts it. After acceptance, MyKind notifies the User, and payment is processed. An order can be rejected for various reasons. If rejected, no charges are made. The confirmation establishes a contract for the ordered items between the User and Partner. MyKind and the Partner aren't liable for errors due to incorrect User details. If a mistake occurs in payment, reach out via chat. Before ordering, it's advised to check item details with the Partner. Information shown on MyKind is provided by the Partner and is their responsibility. MyKind may have transaction and purchase limits. We might cancel or refuse transactions for valid reasons and will notify you accordingly.

Here's a more concise version of the sections you provided:

6.4. Age Verification for Restricted Items

Our partners may sell age-restricted items like alcohol. You must be 18 or older to purchase these. When buying such items, you confirm you're at least 18. MyKind enforces an age-check policy, requiring users to upload a photo ID (Teudat Zehut, passport, or driver's license).

Failure to provide proof may result in service denial. Additionally, partners can request age verification and deny services based on suspicion of age violation. If an order is rejected due to these reasons, the partner, not MyKind, is responsible for processing a refund.

6.5. Cancellation of Food and Beverage Purchases

Cancel an F&B order before its acceptance by the partner to avoid charges, but cancellation fees may apply. If canceled after receiving a confirmation notification, you'll be charged unless the delivered items vary significantly from the order. Contact our support for cancellations at <https://m.me/MyKind> App. MyKind or the partner can cancel an order for valid reasons, leading to a refund or no charge. Report unauthorized charges within 30 days to receive a refund.

6.6. Pricing and Payments for Table Orders

All item prices include VAT and are for personal, non-commercial use. Prices can change, but not for existing orders. Payments are made to MyKind, and partners accept them as consideration for the ordered items. Transactions on MyKind involve two separate payments: one to MyKind for expedited service and one to the partner for the items. Each requires

separate cancellation. Your payment details are used only for the intended purpose, and we aim to keep them secure.

6.7. Halting a Payment

If a partner doesn't deliver within the promised timeframe, you can request MyKind to stop the payment, provided the payment hasn't already been transferred and you've notified the partner about the cancellation. In approved cases, we'll credit the amount back to your account. But if conditions aren't met, we may re-debit your account after a 15-day notice.

6.8. Addressing Unauthorized Payments

If your account or essential components are compromised, notify MyKind immediately at support@MyKind.co.il. We'll block your account until security concerns are addressed. Any unauthorized transactions after notifying us are not your responsibility, but you're liable for those made before the alert. If you've willingly shared access or acted deceitfully, all charges are your responsibility. Refunds for unauthorized payments are processed within 8 business days, but if we find discrepancies, we may re-debit your account or require order repayment after a 15-day notice. Provide any relevant event details upon request.

7. MyKind Events Terms of Service

This section explains the terms for ticket purchases for various events. These terms supplement and don't replace the main Terms.

7.1. Booking Tickets

Users can buy tickets for different events on MyKind's platform, subject to ticket availability. Events are managed by an "Event Organizer." Ticket approval might need the Event Organizer's consent. After purchasing, a confirmation is emailed to the User. The approval generally rests with the Event Organizer, but MyKind might reject purchases not in line with these Terms. MyKind is not accountable for an Event Organizer's failure to deliver tickets. MyKind's responsibilities mentioned in these Terms are independent of any Event Organizer's actions.

7.2. Attending Events

If you indicate attendance to an event via the Services, understand that this becomes public.

7.3. Prices

Ticket prices are set by the Event Organizer. The price displayed includes MyKind's fee.

7.4. Payments

To reserve a ticket, provide payment details matching the accepted "Payment Methods," which include Visa, MasterCard, and other options updated on the site. Payment occurs after purchase confirmation. Ticket purchases are subject to payment method approval. If not approved, an email notification is sent, and the order gets canceled. MyKind ensures the security of payment details but isn't liable for any unauthorized access.

7.5. Cancellation Policy and Refunds

You can cancel a ticket within 14 days of purchase but not less than 7 Business Days before the event. Cancellations within this window are refunded minus the lesser of 5% or NIS 90.

8. Account Termination

MyKind reserves the right to restrict access to the Services or terminate your account without prior notice. Such actions may be taken due to reasons including but not limited to suspected breaches of these Terms, unauthorized or unlawful usage of the Services or MyKind's intellectual property. In some cases, MyKind might provide a 45-day notice before terminating an account without any particular reason. Termination could result in loss of content, and MyKind won't be liable for any resulting damages. If you hold multiple accounts, MyKind may close all of them. Any concerns regarding account actions should be directed to: support@MyKind.co.il. If you wish to suspend or terminate your account, notify us at the same email address.

Content Responsibility

You should retain original copies of the content you upload as MyKind doesn't guarantee its perpetual availability. Avoid using the Services as the primary storage for content.

9. User Content

By using MyKind's services, you acknowledge that any content you publish is through MyKind's tools. You confirm that you have the rights or necessary permissions to share this content, ensuring it doesn't violate any laws. You also grant MyKind a perpetual, royalty-free license to use this content in various ways. If you wish for certain content to be deleted, contact: support@MyKind.co.il. MyKind isn't responsible for monitoring every content but may remove any it deems inappropriate.

10. Ownership of Intellectual Property

All rights regarding Service Materials, which encompass applications, software, designs, graphics, texts, images, videos, sounds, music, and more, belong to MyKind and its affiliates. Applicable laws, including copyright, patent, trademark, and international conventions, safeguard these materials. Without explicit consent from MyKind, you are forbidden from modifying, replicating, distributing, or exploiting the Service Materials. This exclusion doesn't encompass User Content you upload in line with these terms. All uses of intellectual property need MyKind's explicit permission.

While you have no obligation to offer feedback on the Services or Service Materials, any suggestions you provide can be used by MyKind under a royalty-free, worldwide license. This allows MyKind to utilize, disclose, and adapt your suggestions in its offerings without attributing them to you.

11. Conduct and Usage Rules

Ensure your use of the Services abides by these Terms and all relevant laws. Acts of fraud, deception, or malice towards MyKind or other users can lead to account termination. When using the Services:

- Don't create or access an account if barred.
- Avoid sharing or promoting inappropriate or offensive content.
- Refrain from using malicious software or codes.
- Respect copyrights and avoid infringing on others' rights.
- Don't impersonate or use automated bots.
- Avoid unauthorized access to other users' private data.
- Use MyKind's support channels appropriately and genuinely.
- Avoid actions that negatively impact MyKind's reputation or violate its terms.
- Ensure all payment activities are legitimate.
- Comply with all laws and avoid promoting illegal activities.

12. Communication Channels

The Services may offer platforms for user interaction. While MyKind isn't obliged to monitor these channels, it may review and remove content as seen fit. Understand that these platforms are public, and MyKind isn't responsible for any shared information or user interactions within these channels.

13. Warranty and Liability Limitations

You acknowledge that using the Services is at your own risk. MyKind, along with its stakeholders, denies all explicit or implicit warranties related to the Services. MyKind isn't

accountable for inaccuracies in its content or damages arising from Service use, including but not limited to:

1. Content discrepancies, particularly events posted by Event Organizers.
2. Damages from Service use or inability to use the Services.
3. Unauthorized access to MyKind's secure data.
4. Service interruptions or data transmission issues.
5. Malware introduced by third parties.
6. Losses from Service content.

MyKind's liability is limited to the fullest legal extent. You agree that any issues arising from user submissions or third-party actions are not MyKind's responsibility.

In addition, you commit to defending MyKind from liabilities, damages, or expenses, including legal fees, resulting from:

1. Service use and access.
2. Terms violation.
3. Infringements on third-party rights.
4. Damages caused by your user submissions.
5. Content you share via the Services.

14. Interactions with Advertisers

Any interactions with advertisers or purchases made through the Services are between you and the respective party. MyKind is not accountable for any losses stemming from these dealings.

15. Third-Party Content

Access to third-party resources via the Services is at your own discretion and risk. MyKind isn't responsible for the legality, quality, or accuracy of such resources. Unauthorized use of third-party content can result in legal action by the content owners. MyKind can halt Services or user accounts if third-party rights are violated. Events listed on the Services fall under the Event Organizer's responsibility.

16. Communication

We may contact you via the Services or email. For queries or issues about the Services or these Terms, email: support@MyKind.co.il

17. Jurisdiction

By accessing the Services, you agree that Israeli law governs these Terms, irrespective of your location. Disputes will be settled exclusively in Haifa, Israel. You consent to this jurisdiction and waive defenses of lack of jurisdiction or inconvenient forum.