KINSHIP PLAN TERMS · LEGAL

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Kinship Plan Terms

This agreement is between you and **Legacy FS Limited**, a company registered in England and Wales (company number 14762350, registered office 88 Burroughs Drive, Dartford, England, DA1 5TX). We trade as **Kinship**, so that's what we'll call ourselves here. It covers buying a Kinship Plan - for yourself, or for someone you love. Our Platform Terms sit underneath it; if they clash, these terms win for anything about your Plan.

A few words we'll use a lot: the "**Plan Member**" is the person the Plan is for. The "**Plan**" is the membership you build in the app. As the person accepting these terms, you are the Plan's "**Purchaser**" - contractually responsible for the Plan and its payments - and, unless and until it's handed over in the app, you are also its "**Plan Manager**", the person who runs it day to day. The two roles usually travel together, but either can later be transferred separately, each with its own confirmation in the app; a management handover never moves payment responsibility unless the new manager expressly accepts that too. The "**Care Partner**" is the local Kinship company named in your Plan for the country where care is delivered; the current Care Partner for each country is listed in our Care Partner Schedule, and your Plan's Care Partner never changes without the notice and rights section 12 gives you. The "**Benefit Provider**" is the health benefits provider named in your Plan, who provides the Plan Member's health benefits in the Plan Member's own name. Your "**Commencement Date**" is the day your Plan starts - section 4 explains exactly when that is, because it matters. Your "**Billing Anchor**" is the day of the month your recurring payments are collected: the day-of-month of your Commencement Date, except that the 29th, 30th and 31st become the 28th. Contractual dates, like your 14 days and your minimum term, always run from your true Commencement Date, never from the Billing Anchor.

1. What are you actually buying?

The heart of it: Kinship services - care, coordination and the platform. Not insurance.

You're buying services from us: the platform and Kemi, and - depending on the Plan you build - care visits, a care manager, doctor consultations, and access for the Plan Member to health benefits. Where services happen in the Plan Member's country, the Care Partner delivers them: some as our subcontractor, and the care membership itself under the Care Partner's own agreement with the Plan Member.

We're not an insurance company and we don't sell insurance. You're not buying a contract of insurance from us, you don't pay us an insurance premium under any insurance contract with us, and you're not a policyholder under any arrangement in the Plan Member's country. Where your Plan includes health benefits, part of the price is the Health Benefit Cost (section 2): our recovery, without mark-up, profit or commission, of the cost of maintaining those benefits for the Plan Member under the Care Partner's group arrangement. The benefits themselves belong to the Plan Member, in the Plan Member's own

name, provided by the Benefit Provider, and the Plan Member's rights to them arise through that arrangement - never through your agreement with us. Section 9 explains how it works.

2. What does it cost?

The heart of it: one price, two parts, shown before you pay. Your own price only ever changes at your plan's anniversary, and you always see it first.

Your price has two parts, both shown before you confirm: your **platform fee**, which is the same on every Plan, and your **plan fee**, which reflects the Plan you built. Where a Plan includes health benefits, part of the plan fee is the "**Health Benefit Cost**": our recovery of the actual cost to the Kinship companies of maintaining the Plan Member's health benefits under the Care Partner's group arrangement. We recover it as it is - without mark-up, we make no profit on it, and no insurance commission is paid to or kept by us in respect of it. It's why the plan fee reflects the Plan Member's age: that underlying cost varies with age. Everything else in your price - the platform fee and the rest of the plan fee - is the charge for Kinship's own services, and it never changes with the Plan Member's age or health. Prices include VAT where it applies.

At each plan anniversary, the plan fee is set by the Plan Member's age band on that date; we'll always show you the new price before it starts. Before you confirm, we show you the full price table for every age band, as today's rates. Rates are reviewed yearly, so the table can change; your own price only changes at your anniversary, always shown first.

3. Paying

The heart of it: monthly or annually, in advance, from your saved card.

We collect your payment monthly (or annually, if you chose that) in advance, on your Billing Anchor (shown in your Plan), through our payment provider - we never store your full card number. If a payment fails, we'll tell you and retry. Your Plan carries on for a 14-day grace period with no fee or interest while you sort it. If it's still unpaid after that, we may pause the Plan - and we'll tell you and the Plan Member exactly what that means before anything changes. We never charge late fees.

4. When does your Plan start - and when do we take money?

The heart of it: a Plan for you starts when you confirm. A Plan for someone else starts only when they say yes - and until then, nothing is charged, ever.

If the Plan is for you: your agreement starts when you confirm in the app. That day is your Commencement Date, and your first payment is taken then.

If the Plan is for someone else: when you confirm, we save your card and hold your offer open - but no agreement exists yet and no money moves. The agreement forms on the day the Plan Member approves their Plan in the app. That day is your Commencement Date, and your first payment is collected at settlement, day 7 - see below. Your offer stays open for 90 days, and we'll remind you before it closes; if

you'd like to keep it open, one tap sends a fresh invitation and restarts the 90 days at the price current on that day. If the Plan Member declines, or the offer lapses, we delete your saved card details automatically - yours and any supporter's - and tell everyone; nothing is ever taken. Supporters can accept their own invitations while your offer is open, but nobody, you or any supporter, is ever charged before a Commencement Date exists.

Payment timing when a Plan you bought for someone else starts (monthly and annual alike): care starts on the Commencement Date. The first collection happens once, at day 7: supporters' pledged amounts first, then your card for the balance. Monthly Plans then collect on the Billing Anchor from the second month; annual Plans collect again at renewal. You remain responsible for the Plan's full price, so if a supporter's payment doesn't go through, that part of the balance falls to you - we show you the exact figure the day before we collect. Your 14 days under section 5 run from the Commencement Date regardless of when money is collected. If a supporter cancels within their own 14 days after we've collected, we refund them and re-collect that amount from you: it is part of the price you committed to, told to you before you confirm, never a penalty.

The Plan Member's approval also creates their own care membership with the Care Partner. You're not a party to that, and the Plan Member isn't a party to this agreement - though the Plan Member (or their estate) can enforce sections 7 and 9.3 directly. Nobody else gets rights under this agreement.

Before you confirm, we ask two things, each recorded, neither ever pre-selected: you accept these terms, and you choose when the Plan Member's care should begin (section 5 explains why that choice matters).

5. Can you change your mind?

The heart of it: yes - 14 days, full refund, no fee. If you chose the early start, you pay a fair share for the care set-up and the care days used.

You can cancel within **14 days starting the day after your Commencement Date**, for any reason. Tell us in the app, by email to support@withkinship.ai, or with the form at the end of this document.

We'll refund everything you've paid, to the same card, within 14 days of you telling us - and we'll never charge a fee for the refund.

Your start-date choice. Before you confirm, we ask when the Plan Member's care should begin. Two options, neither pre-selected:

- **as soon as she approves** (most families choose this), or
- **after my 14-day cancellation period.**

If you chose to start straight away and then cancel within your 14 days, we keep a fair share for what was delivered and refund the rest. Days 1 to 14 are the Plan's **care set-up phase**: the care manager is assigned and introduced, the care profile and health questionnaire are completed, the first visit is scheduled and Kemi is set up for the Plan Member. The fair share is **40% of your first month's plan fee** for that set-up work, plus a daily share of the plan fee for each care day used. It applies only to the plan

fee, never to your platform fee. Worked example: on a plan fee of £60 a month, cancelling on day 10 with care running from day 1, we keep £24 for the set-up phase plus £12 as the daily share for the 10 care days used, and refund everything else, including your platform fee. If you chose to wait, nothing beyond running the approval itself is delivered until day 15, and cancelling costs you nothing.

Where your Plan includes health benefits, any part of the deduction that relates to the Health Benefit Cost (section 2) is limited to what the Kinship companies have actually incurred, and cannot get back from the Benefit Provider, because the Plan Member's benefits started early. If we do recover any of that cost after all, we won't keep the corresponding amount from you.

If you cancel this way, supporters get their money back under their own terms, and we tell the Care Partner so the Plan Member's membership and benefit enrolment end tidily.

6. How long does the Plan run, and how do you cancel later?

The heart of it: monthly plans have a three-month minimum, then cancel any time. Annual plans have three cancellation windows, shown to you before you buy - and renewal is never a surprise.

Monthly Plans run for at least three months from the Commencement Date, then month to month. After the minimum, cancel any time in the app and the Plan ends at the close of the period you've paid for. The minimum term falls away in three situations: if we make a section 12 change you reject; if the emergency re-set in section 12 is ever used; or if the Plan Member withdraws their membership.

Annual Plans run for a year and renew automatically. We'll remind you at least 14 days before renewal, and again the day before, and every renewal notice shows your current price next to the new price, with the difference. You can cancel any time before it renews.

Cancelling an annual Plan partway through works in three windows, and we show you these words before you buy:

- **First 14 days:** full refund under section 5 (less the fair share, if you chose the early start).
- **Days 15 to 30:** you can still cancel and be refunded. We refund what you paid for the year, less the equivalent of two months of your Plan - the time the Plan has been set up, running and held for the Plan Member.
- **From day 31:** the Plan runs to the end of your year. Nothing more is refunded, and once you cancel, nothing is ever charged at renewal - you can switch renewal off at any time.

We can end the Plan too, but only for real reasons: if you seriously breach these terms and don't put it right within 14 days of us asking, if payment fails past the grace period, or if we withdraw the Plan from sale - in which case we'll give you 60 days' notice and refund anything paid for time after the end.

7. What happens if someone dies?

The heart of it: we handle every one of these moments personally, and collections stop once we're told.

7.1 If the Plan Member dies: tell us whenever you're ready, and the Plan can end from the date of death. These are moments we handle personally, family by family - never process-first. Once we're told, collections stop - nobody is asked to pay for care after a death - and the minimum term doesn't apply.

7.2 If you (the Purchaser) die: the Plan doesn't end with you. For 60 days, care continues: supporter collections carry on as normal, and the Plan's Kin Fund can step in under section 11 for any charge that would otherwise fail. During that window we offer the Plan to the supporters and family, so someone can take it over under section 14. If nobody takes it over, the Plan ends at the close of the window with the ordinary refunds under these terms, and your estate is never charged for future cycles.

8. What about supporters?

The heart of it: the family's help goes in first, the Plan Member's own money tops up only what's still needed, anything beyond the bill goes to the Kin Fund - and you only ever pay the gap.

You can invite people to contribute. Anyone can support the Plan except the Plan Member. Supporters here have their own short agreement with us, and their contributions go towards your Plan's charges; supporters in the Plan Member's country contribute in local currency through the Care Partner, under the Care Partner's own contribution terms, where the app offers it.

The order each charge is met in. Each cycle, the Plan's charge is met in this order: this cycle's supporter contributions collected by us; then, where available, contributions made in the Plan Member's country through the Care Partner; then the Plan Member's own contributions; and only the remainder from your card. Contributions apply up to the amount of the charge, never beyond it: anything beyond the cycle's charge goes to the Plan's Kin Fund (section 11). On annual Plans, contributions received during the year accrue towards the next renewal charge first, and only what's beyond that reaches the Kin Fund. You stay responsible for the full charge: if a contribution doesn't arrive, the difference falls to you, shown in your preview the day before we collect.

Your own minimum. You can set a minimum monthly amount of your own (from £10). If the family covers the month, your amount goes to the Plan's Kin Fund - and we always show you that's where it went.

How supporter collections run. Supporter contributions are always collected at the full pledged amount, never a part of it. Collections run about 10 days before the Plan's monthly date, so the money is in before you're charged. If a supporter's payment fails, the supporter is told first and the payment is retried; one that doesn't clear simply rejoins the next run. Changes a supporter makes to their amount take effect from the next run. A new supporter's first payment counts towards the Plan's next charge, so they skip the following run rather than paying twice in quick succession. As Plan Manager you can see whether each contribution arrived, and supporters are told this when they join.

Decisions about the Plan stay with you and the Plan Member; supporters get no rights over the Plan. If a supporter stops, the Plan carries on and you stay responsible for the charges. If the Plan ends, contributions stop automatically and anything unapplied goes back under section 11 and each supporter's own terms.

9. How do the health benefits work?

The heart of it: they're the Plan Member's, in the Plan Member's name, from the Benefit Provider - who deals with the Plan Member directly. We stay out of claims, deliberately.

9.1 The Plan Member's health benefits come from the Benefit Provider under the Care Partner's group arrangement. The Benefit Provider enrols the Plan Member, issues their benefit documents and member ID in its own name, and is solely responsible for eligibility, authorisations and claims.

9.2 Claims run between the Plan Member and the Benefit Provider, through the Benefit Provider's own member line - it decides them and pays them. Our part is practical support: the care manager helps the Plan Member find their documents and can sit with them while they call. That is the whole of our role in a claim, and it is what this agreement commits us to.

9.3 We won't interfere with the Plan Member's direct relationship with the Benefit Provider. The Plan Member (or their estate) can rely on this directly.

9.4 Anything the app says about health benefits comes from the Benefit Provider's own documents, which always take precedence.

10. What if a visit doesn't happen?

The heart of it: you never pay for time that didn't happen.

If we can't deliver a scheduled visit, we'll rearrange it or credit its price. Always.

11. The Kin Fund and extras

The heart of it: anything given beyond the bill rests in the Plan's Kin Fund, is spent on extras the Plan Member chooses - and goes back to the people who gave it if it's ever not needed.

We may make **extras** available from time to time - things beyond the Plan itself, such as a pharmacy order, an additional specialist consultation or an extra care visit - each at a price shown before anyone buys it; what's available is shown in the app.

One door. Every contribution to the Plan is a plan contribution. Money serves the next charge it can serve: this cycle's bill on a monthly Plan, or the next renewal on an annual Plan. Anything beyond that goes to the Plan's **Kin Fund**. Nobody pays into the fund directly; it is simply where generous months rest.

Where it's held. The fund has two pockets, held where the money was collected: pounds with us, and local currency with the Care Partner. The app shows them together; converted figures are marked "about", because each pocket keeps its own currency. The two pockets together hold up to £1,000 or the local equivalent. We may not collect a contribution that would take the fund past that, and if a fund gets close to the limit, we'll be in touch with the family.

What it's spent on. The fund buys extras for the Plan Member, and the Plan Member decides. The care manager may suggest an extra; the choice always stays the Plan Member's.

When it steps in. If a charge on the Plan would fail, the fund automatically covers it before the Plan pauses - the pounds pocket for a charge with us, the local pocket for a charge with the Care Partner - and we tell you and the Plan Member when it does.

Whose money it is. Every contribution is recorded to the person who made it, and spending draws down everyone's part in proportion. Money in the fund has no expiry while the Plan is active, earns no interest, never converts to cash and never transfers to another person or Plan.

When it comes back. Unspent fund money is refunded only on defined events: a payer cancelling within their own 14 days; a supporter leaving the Plan (their unspent part); the Plan ending; the Plan Member dying (everyone's, automatically, with no deduction); or a contributor dying (their unspent part). Refunds always go to the original payment method, in the currency paid, from the company that collected the money. Where a refund cannot be returned after reasonable efforts, we hold it as unclaimed money.

12. If we change things

The heart of it: Plan changes need the Plan Member's yes. Price tables change only for stated reasons, reach your own price only at your anniversary - and always come with notice and a way out.

Changes to the Plan itself only happen with the Plan Member's approval, and you see any new price before you confirm.

Our price tables change only for stated reasons: a change in what our suppliers charge us, currency movements, or a change in law or tax. A table change reaches your own price only at your plan anniversary, with at least 30 days' notice, and if it leaves you worse off you can leave before it starts - minimum term waived, unused payments refunded pro-rata. The same notice and exit apply to any change to these terms that leaves you worse off.

The Health Benefit Cost moves both ways. It's a cost we recover, never a line we earn on: if the underlying cost of the Plan Member's health benefits rises, the table can rise for the stated reasons above - and if that cost falls, the Health Benefit Cost in the table falls with it. Either way it reaches your own price at your anniversary, always shown first, and it never changes the charge for our own services.

The one exception - and we hope never to use it. If the pound cost to us of providing the health benefits for an age band rises by more than 25% within a plan year, we may re-set that part of the price table once, mid-year, for everyone at the same time. The re-set is capped at the actual cost increase and touches only the health-benefit part of the price, never our own fees. You get 30 days' notice and can leave without penalty, including release from any minimum term, and any period you've already paid for is untouched. We hope never to use this.

13. If things go wrong

The heart of it: we're responsible for what the law says we're responsible for - always.

Nothing in this agreement limits our liability for death or personal injury caused by our negligence, for fraud, or for anything the law says can't be limited - including your rights under the Consumer Rights Act

2015. Beyond that, we're not responsible for losses that weren't reasonably foreseeable to both of us when the agreement formed, or for business losses, and our total liability is capped at the greater of £1,000 and the amounts you've paid us in the 12 months before the event. We're not responsible for the Benefit Provider's acts or omissions on health benefits - that relationship is the Plan Member's - though nothing in this sentence dilutes what we owe you on our own services.

14. Complaints, your information, and the legal bits

Complaints: talk to us first at complaints@withkinship.ai - we acknowledge within 3 working days, give you our full response within 15 working days, and always give you a final response within 30 working days. Anything else: support@withkinship.ai. Your information is handled as our Privacy Notice describes (and the Care Partner's, for care delivered in its country).

The legal bits: this document, the Platform Terms and your Plan summary are the whole agreement, except nothing excludes responsibility for fraudulent statements, and the pre-contract information the law requires is part of the contract. We can transfer this agreement to a company that buys our business, on notice, without reducing your rights; you can transfer Plan management in the app. The Purchaser role itself can also be taken over: a takeover happens at a cycle boundary, the incoming Purchaser accepts these terms afresh at the prices current on that day (prices are set anew, never carried over), and each supporter re-confirms their contribution with one tap. If a court finds part of this invalid, the rest stands. Us not enforcing something isn't a waiver. Notices reach you in the app or by email. This agreement is governed by the law of England and Wales, with non-exclusive jurisdiction of its courts - if you live in Scotland or Northern Ireland you can use your local courts, and you always keep your local consumer rights.

And as promised: if a heart-of-it line and its section ever seem to disagree, the section is the term.

Cancellation form (only if you'd rather not use the app): To Legacy FS Limited, 88 Burroughs Drive, Dartford, England, DA1 5TX, or support@withkinship.ai. "I cancel my Kinship Plan for [name], with Commencement Date [date]." Your name and the date.