



WEBSITE TERMS OF USE

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2. REGISTRATION, USERNAME AND PASSWORD

You may need to register to use all or part of the Site. As part of the registration process, you must select your user credentials and provide Kevala with accurate, complete and up-to-date information. Kevala reserves the right to suspend or revoke user credentials and access to the Site and services in the event of any actual or suspected misuse or abuse of user credentials, or any failure to comply with these Terms of Use. Your user name and password are for your personal use only and should be kept confidential; you are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password.



3. PRIVACY

Use of the Site is also governed by our Privacy Policy, which is incorporated into these Terms of Use by this reference.

4. PARTNERS AND THIRD-PARTY CONTENT

Kevala may engage or partner with one or more Partners in connection with the operation and provision of the Site and the services or any portion thereof. Neither Kevala nor any of its partners will be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or the services in whole or in part. The Site and the services may contain links to third-party content. We do not monitor, endorse, or adopt, or have any control over, any third-party content. We undertake no responsibility to update or review any third-party content.

5. PRODUCTS

The Site may make available listings, descriptions and images of products, as well as references and links to products. Such products may be made available by Kevala, its affiliates, its partners or third parties, and may be made available for any purpose, including general informational purposes. The availability through the Site of any listing, description or image of a product does not imply our endorsement of such Product. We make no representations as to the completeness, accuracy, reliability, validity or timeliness of such listings or descriptions (including any features, specifications and prices contained therein). Such information and the availability of any product is subject to change at any time without notice. It is your responsibility to ascertain and comply with all applicable local, state, federal and foreign laws regarding the use and sale of any product.

6. FEES AND PAYMENT

In the event you choose to receive paid services or to provide payment information to Kevala after being prompted to do so, you agree to the pricing, payment and billing policies as set forth (a) herein, (b) on the Site and (c) if applicable, in a separately executed or accepted purchase order. All fees paid are non-refundable and non-transferable. All fees and applicable taxes, if any, are payable in United States dollars. You are solely responsible for the payment of, and shall pay when due, all applicable sales and use taxes and similar fees now in force, enacted or imposed in the future on the delivery of the services or any related transactions.



7. OWNERSHIP

The Site and all content are protected by applicable intellectual property laws. We and our partners own all right, title, and interest, including all intellectual property rights, in and to the Site and all content. Except for those rights expressly granted in this agreement, no other rights are granted or otherwise conveyed to you or any third party, whether by implication, by reason of estoppel, or otherwise.

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8. TERMINATION

Kevala has the right, at any time, to modify or discontinue, temporarily or permanently, our Site or any services offered, and/or to refuse or restrict anyone from access to any part of our Site or services, with or without notice and in its sole discretion. Kevala will not be liable for any modification, suspension or discontinuance of our Site or any services.

9. NO WARRANTIES

Our Site and any content, information, software, and functions provided on or through our Site are made available on an "AS IS" or "AS AVAILABLE" basis. We do not warrant the information made available through or on our Site, that our Site will be timely, secure, uninterrupted or error-free, or that defects in our Site, if any exist from time-to-time, will be corrected. We will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation and transmission of our Site, any services or related content, for communication line failures, or for computer viruses or other harmful software associated with the operation of our Site.

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10. LIMITATION OF LIABILITY

KEVALA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, KEVALA WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE, SERVICES, OR CONTENT OR FROM ANY PRODUCTS OR THIRD-PARTY CONTENT, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE, SERVICES, CONTENT, OR ANY PRODUCTS OR THIRD-PARTY CONTENT IS TO STOP USING THE SITE. THE MAXIMUM AGGREGATE LIABILITY OF KEVALA FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO KEVALA TO USE THE SITE AND \$100. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF THE KEVALA PARTIES.

11. INDEMNIFICATION

UNLESS PROHIBITED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF KEVALA, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM OR RELATED TO YOUR USE OF THIS SITE OR ANY CONTENT OR SERVICES PROVIDED HEREIN, THE VIOLATION OF THIS VISITOR AGREEMENT BY YOU, OR THE INFRINGEMENT BY YOU, OR ANY OTHER USER USING YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. IF YOU ARE OBLIGATED TO INDEMNIFY US HEREUNDER, WE MAY, IN OUR SOLE DISCRETION, CONTROL THE DEFENSE AND DISPOSITION OF ANY SUCH CLAIMS AT YOUR SOLE COST AND EXPENSE.

12. GOVERNING LAW AND ARBITRATION

These Terms of Use may only be interpreted and enforced under the laws of the State of California, without reference to its principles on conflicts of laws. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND US, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT WE AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures (“Comprehensive Rules”). The Comprehensive Rules are available online at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator’s decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by all parties. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. An arbitration award and any judgement confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

13. CONTACT INFORMATION

If you have any questions about these Terms of Use, please contact: termsofuse@kevala.com.