



KINGSLEY ASSOCIATES TERMS OF USE

Acceptance of the TOU

These terms of use (“TOU”) are entered into by you (“Customer” or “You”) and Kingsley Associates (“Kingsley”, “we” or “us”). The TOU govern your access to and use of the websites operated by Kingsley including but not limited to <http://www.kingsleyassociates.com>, <https://www.kingsleyportal.com> and <https://kingsleyawards.liftoff.shop/login> (collectively the “Sites”), including any mobile applications, content, functionality and services offered on or through the Sites, whether as a guest or a registered user.

Please read the TOU carefully before you start to use the Sites. You should also access and read the information contained in the other pages and websites referred in this TOU, as they may contain further terms and conditions that apply to you. **By using the Sites or by clicking to accept or agree to the TOU, you accept and agree to be bound and abide by these TOU and Kingsley’s Privacy Policy, found at <http://kingsleyassociates.com/privacy-policy>, incorporated into these TOU by reference.** If you do not want to agree to these TOU or the Privacy Policy, you must not access or use the Sites.

This Sites is offered and available to users who are at least 13 years of age or older. By using the Sites, you represent and warrant that you are of legal age to form a binding contract with Kingsley and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Sites.

Changes to the TOU

We may revise and update these TOU from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Sites thereafter. Kingsley will provide notice of and the effective date of such changes. Your continued use of the Sites following the posting of revised TOU means that you accept and agree to the changes. You are expected to check this page from time to time when you access the Sites so you are aware of any changes, as they are binding on you.

Accessing the Sites and Account Security

To access the Sites or some of the resources offered, you may be asked to provide certain registration details or other information. It is a condition of your use of the Sites that all the information you provide on the Sites is correct, current and complete. You agree that all information you provide to register with the Sites is governed by our *Privacy Policy* and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Sites or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these TOU.

Intellectual Property Rights

The Sites and the content, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) that we provide, are owned by Kingsley, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These TOU permit you to use the Sites for your personal use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Sites, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.
- If we provide data exports and/or reports for you to download.

You must not:

- Modify copies of any materials from the Sites.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Sites.
- The term "Kingsley" or "Kingsley Associates" and any other trademarks, trade names, logos and service marks (collectively the "Kingsley Marks" or "Marks") displayed on the Sites are the property of Kingsley Associates. You are not permitted to copy or otherwise use these Marks without the prior written consent of Kingsley or such other owner.

You may not use the Sites to provide commercial services to third parties.

Any use of the Sites not expressly permitted by these TOU is a breach of these TOU and may violate copyright, trademark and other laws.

Prohibited Uses

You may use the Sites only for lawful purposes and in accordance with these TOU. You agree not to use the Sites:

- In any way that violates any applicable federal, state, local or international law or regulation.
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To impersonate or attempt to impersonate Kingsley, a Kingsley employee, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- If you are a prior employee of Kingsley Associates. Only exception to foregoing is if you are currently employed by a paying customer of Kingsley Associates.
- To engage in any other conduct that restricts or inhibits anyone's use of the Sites, or which, as determined by us, may harm Kingsley or users of the Sites or expose them to liability.

Additionally, you agree not to:

- Use the Sites in any manner that could disable, overburden, damage, or impair the Sites or interfere with any other party's use of the Sites, including their ability to engage in real time activities through the Sites.
- Use any robot, spider or other automatic device, process or means to access the Sites for any purpose, including monitoring or copying any of the material on the Sites.
- Use any manual process to monitor or copy any of the material on the Sites or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attack the Sites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Sites.
- Use the Kingsley Marks as it relates to the Kingsley Awards Program for those communities that have not won the award as determined solely by Kingsley. Additionally, you agree to not use Kingsley Marks for company-wide recognition and can only use the Kingsley Marks at the community level. Kingsley holds the exclusive right to determine the use of these Marks.

Competitor Exclusion

Kingsley expressly and without limitation revokes the right of any competitor to access the Sites in any way and for any purpose, including, but not limited to, through employees, officers, directors, third party agents, affiliates, or independent contractors. If you are a Kingsley competitor, or a competitor of any Kingsley affiliate, you acknowledge that you are accessing the Sites without legal authorization, and agree to immediately discontinue such access, and to direct all parties within your control or under your direction, including, but not limited to, employees, officers, directors, third party agents, affiliates, or independent contractors, to cease accessing the Sites on your behalf, or for your benefit.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the TOU, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Sites or the public or could create liability for Kingsley.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Sites.
- Terminate or suspend your access to all or part of the Sites for any or no reason, including without limitation, any violation of these TOU.
- Kingsley reserves the right in its sole discretion to improve, modify or remove any information or content appearing on the Sites or mobile applications. Kingsley may discontinue or revise any or all aspects of the Sites or mobile applications in its sole discretion and without prior notice.

Feedback/Comments

All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit, or offer to us in connection with your use of the Sites or the Services (collectively, "Comments") will become our exclusive property. Such disclosure, submission, or offer of any Comments shall constitute an assignment to us of all worldwide right, title, and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Comments and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory.

Reliance on Information Posted

The Sites may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Kingsley, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Kingsley. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Links from the Sites

If the Sites contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Sites is based in the state of Georgia in the United States. We make no claims that the Sites or any of its content is accessible or appropriate outside of the United States. Access to the Sites may not be legal by certain persons or in certain countries, for example, persons living in or whose nationality is of countries that are subject to a United States Trade Embargo (e.g., Iran, Cuba, North Korea, Syria, and Sudan). If you access the Sites from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

Except for and subject to any warranties expressly stated by Kingsley in any other documentation or agreement that applies, directly or indirectly to you or for your benefit, this "Disclaimer of Warranties" Section shall apply. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Sites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Sites for any reconstruction of any lost data.

YOUR USE OF THE SITES, ANY CONTENT ON THE SITES, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES IS AT YOUR OWN RISK. THE SITES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER KINGSLEY NOR ANY PERSON ASSOCIATED WITH KINGSLEY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITES. WITHOUT LIMITING THE FOREGOING, NEITHER KINGSLEY NOR ANYONE ASSOCIATED WITH KINGSLEY REPRESENTS OR WARRANTS THAT THE WEBSITES, THEIR CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITES OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES WILL OTHERWISE MEET YOUR NEEDS OR

EXPECTATIONS. KINGSLEY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

Limitation on Liability

IN NO EVENT WILL KINGSLEY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

Indemnity

You will indemnify and hold us (and our officers, directors, agents, affiliates, subsidiaries, joint ventures and employees), harmless from any cost, liability, charge, penalties, claim or demand, including reasonable attorneys' fees, court costs, and other costs of collection, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party, or incurred by us as a result of your default under this Agreement.

Governing Law and Jurisdiction

All matters relating to the Sites and these TOU and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Georgia, U.S.A. without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these TOU or the Sites shall be instituted exclusively in the federal courts of the United States or the courts of the State of Georgia in each case located in the City of Atlanta and County of Fulton although we retain the right to bring any suit, action or proceeding against you for breach of these TOU in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Entire Agreement

The TOU and our Privacy Policy and any other online or printed documentation of Kingsley constitute the sole and entire agreement between you and Kingsley with respect to the Sites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Sites.

Your Comments and Concerns

All other feedback, comments, requests for technical support and other communications relating to the Sites should be directed to: support@kingsleyassociates.com.