

## [KNEXIS Digital Terms of Use](#)

**Dated: 31 May, 2017**

### **Overview**

KNEXIS provides businesses and organizations with communication software, website development, managed hosting and maintenance, search engine optimization (SEO), social media management, search engine marketing services, and any other KNEXIS service offering (herein, "SERVICE(S)").

The terms and conditions as detailed herein apply to both users of KNEXIS' digital media products and/or Services and anyone using an application programming interface (API), in connection with any KNEXIS service offering or application.

PLEASE READ THESE TERMS OF USE COMPLETELY AND CAREFULLY. THEY MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS PAGE. BY USING ANY OF KNEXIS' SOLUTIONS (ALSO REFERRED TO AS "SERVICES"), AS DEFINED HEREIN, WHETHER THROUGH KNEXIS' WEBSITE OR THROUGH AN API, YOU (ALSO REFERRED TO HEREIN AS "CUSTOMER") HEREBY AFFIRMATIVELY EXPRESS AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, PLEASE DISCONTINUE USE OF THIS SERVICE IMMEDIATELY.

You agree to incorporate these Terms of Use into your own products, which may be derived from KNEXIS' Service(s) relating thereto, and to ensure that your users and/or customers adhere to these Terms of Use.

### **Right to Modify Terms of Use**

KNEXIS reserves the right, at its sole discretion, to modify these Terms of Use at any time, without prior notice, and to subsequently post said modified Terms of Use. You are hereby advised to visit this page to review the current Terms of Use on a regular basis. Your continued use of the Service(s) following any changes to the Terms of Use constitutes Your full acceptance of those changes.

KNEXIS reserves the right to suspend or terminate your account at any time, at its sole discretion, and without prior warning or refund if your account activity is reasonably believed to violate any term in this agreement or any applicable law. KNEXIS also reserves the right to refuse service, if KNEXIS believes that your conduct is harmful to the interests of KNEXIS and its affiliates. KNEXIS reserves the sole discretion and right to permanently delete archived data after 90 days.

KNEXIS will not use your database or any other private information stored in your account for any purpose other than those indicated in these Terms of Use or to otherwise comply with legal requirements.

### **Acceptable Use Policy**

KNEXIS reserves the right to determine any violation of this Acceptable Use Policy at its sole discretion. KNEXIS' Services may be used for only lawful purposes. Using the services in an illegal or abusive manner or any other manner that interferes with or diminishes others' use or enjoyment of the services is prohibited.

The following list gives examples of illegal, abusive, interfering, or otherwise illicit use of the services. This list is provided by way of example and shall not be considered exhaustive.

- Adversely affecting the availability, reliability, or stability of KNEXIS' services
- Launching or facilitating, whether intentionally or unintentionally, a denial-of-service attack on any of KNEXIS' services
- Attempting to bypass, disable, or impair any security measure or otherwise using the services in any manner posing a security or service risk to KNEXIS, any KNEXIS client, or any of their subscribers
- Testing or reverse-engineering the services, in order to evade filtering capabilities or to find limitations or vulnerabilities
- Using the services in any manner that may subject KNEXIS or any third party to liability, damages, or danger
- Using the services in any manner that violates any applicable third-party policy or requirement
- Promoting or engaging in any illegal activity, including but not limited to fraud, in any connection with your account
- Using any property or material trademarked or copyrighted by KNEXIS in any manner other than those expressly permitted under these Terms of Use
- Using your account to mislead others as to the identity of the sender or the origin of a message or phone call by any means, including but not limited to, a false identity, a misleading email address or phone number, and a forged header
- Violating or facilitating the violation of any U.S. or foreign law governing the transmission of technical data or software
- Interfering with or disrupting any network connected to KNEXIS services or violating the regulations, policies, or procedures of any such network
- Using the KNEXIS Services or any component thereof in a manner not authorized by KNEXIS

### **Prohibited Content**

In addition to and without limitation to terms under the Acceptable Use Policy, KNEXIS prohibits any use of the Service(s) in connection with any of the following types of content, products, and services.

- Pornography, sexual products, otherwise sexually explicit material, and escort services
- Illegal drugs and drug contraband
- Alcoholic beverages, especially any promotion of alcohol to persons under 21 years of age
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code
- Instructions or materials for the assembly of bombs, weapons or any other device, which may be used to inflict injury and/or death
- Material that displays any person under 18 years of age in an illicit or otherwise exploitative manner
- On the basis of the practices and standards of your industry and community, any illegal or improper promotion to persons under 18 years of age

## **Warranties**

KNEXIS MAKES NO WARRANTIES BEYOND A PERIOD OF NINETY (90) DAYS. THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, KNEXIS DISCLAIMS ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KNEXIS DOES NOT WARRANT THAT THE SERVICE(S) WILL OPERATE IN ALL OF THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER; OR THAT THE OPERATION OF THE SERVICE(S) WILL BE UNINTERRUPTED, ERROR-FREE, OR OTHERWISE SECURE. KNEXIS SHALL NOT BE RESPONSIBLE FOR ANY SERVICE OR WEBSITE INTERRUPTIONS. NO EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY WARRANTY ON OUR BEHALF. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM KNEXIS OR ANY THIRD PARTY THROUGH USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **Limitations**

CUSTOMER AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WILL NOT UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, HOLD US OR OUR LICENSORS, AGENTS, EMPLOYEES, OFFICERS AND/OR THIRD-PARTY VENDORS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, COST SAVINGS, REVENUE, BUSINESS, DATA OR USE, OR ANY OTHER PECUNIARY LOSS BY CUSTOMER OR ANY OTHER THIRD PARTY. CUSTOMER FURTHER AGREES THAT THE FOREGOING LIMITATIONS APPLY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, AND THAT THEY APPLY EVEN IF KNEXIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL OUR LIABILITY TO CUSTOMER IN THE AGGREGATE WITH RESPECT TO ANY AND ALL BREACHES, DEFAULTS, OR CLAIMS OF LIABILITY UNDER THESE TERMS OR UNDER ANY OTHER DOCUMENT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO US DURING THE THREE-MONTH PERIOD PRECEDING A CLAIM GIVING RISE TO SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES THAT IN THOSE JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

KNEXIS will not be liable for unauthorized access to or alteration, theft or destruction of data files, programs, procedures or information through accident, fraudulent means or devices, or any other method.

## **Indemnification**

CUSTOMER agrees to indemnify KNEXIS, its parent, subsidiary and affiliated companies, and third-party service providers, and each of their respective officers, directors, employees, shareholders and agents (together, the "Indemnified Parties") and to hold those Indemnified Parties harmless from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorneys' fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to: (i) CUSTOMER's use of any product, tool or service (including the Service) provided by us; (ii) any violation by CUSTOMER of any of the Terms of Use; (iii) any breach of any of CUSTOMER's representations, warranties or covenants contained in the Terms of Use; and/or (iv) any acts or omissions by CUSTOMER.

## **Choice Of Law**

Unless otherwise agreed to, these Terms of Use shall be governed by and construed in accordance with the laws of the State of Maryland and applicable federal laws.

## **General Provisions**

### **a. Severability**

If any provision of these Terms of Use is declared invalid by any court or government agency, all other provisions shall remain in full force and effect.

### **b. Use of Names and Logos**

CUSTOMER hereby grants solely to KNEXIS a nonexclusive, nontransferable license and permission to use and display the CUSTOMER's logo, trademark and/or trade name (herein, the "License") on KNEXIS' corporate website and/or any promotional materials, unless CUSTOMER explicitly notifies KNEXIS to the contrary. The License shall not grant permission to KNEXIS to make any alterations to CUSTOMER's logo, or otherwise adapt CUSTOMER's logo as part of another symbol or mark.

### **c. Waivers**

Waiver by either Party of any breach or failure to comply with any provision of these Terms of Use by the other Party shall not be construed as, or constitute, a continuing waiver of such provision or a waiver of any other breach or failure to comply with any other provision of these Terms.