

# Terms and Conditions

## **Agreement between user and <http://www.kigenda.com>**

Welcome to <http://www.kigenda.com>. The <http://www.kigenda.com> website (the "Site") is comprised of various web pages operated by Kigenda, LLC ("Kigenda").

<http://www.kigenda.com> is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of

<http://www.kigenda.com> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

<http://www.kigenda.com> is a News and Information Site

Kigenda.com helps parents find local events for their kids' agendas.

## **Electronic Communications**

Visiting <http://www.kigenda.com> or sending emails to Kigenda constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## **Your account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Kigenda is not responsible for third party access to your account that results from theft or misappropriation of your account. Kigenda and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Kigenda does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use <http://www.kigenda.com> only with permission of a parent or guardian.

## **Links to third party sites/Third party services**

<http://www.kigenda.com> may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Kigenda and Kigenda is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Kigenda is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Kigenda of the site or any association with its operators.

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**Indemnification**

You agree to indemnify, defend and hold harmless Kigenda, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Kigenda reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Kigenda in asserting any available defenses.

**Liability disclaimer**

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#### **Termination/access restriction**

Kigenda reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Iowa and you hereby consent to the exclusive jurisdiction and venue of courts in Iowa in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Kigenda as a result of this agreement or use of the Site. Kigenda's performance of this

agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Kigenda's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Kigenda with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Kigenda with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Kigenda with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Kigenda reserves the right, in its sole discretion, to change the Terms under which <http://www.kigenda.com> is offered. The most current version of the Terms will supersede all previous versions. Kigenda encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Kigenda welcomes your questions or comments regarding the Terms:

Kigenda, LLC

\_\_\_\_\_, Iowa \_\_\_\_\_

Email Address:

\_\_\_\_\_

Telephone number:

\_\_\_\_\_

Effective as of November 18, 2012