

[DISCLAIMER](#)

LAST MODIFIED May 18, 2014

**TERMS OF USE**

**READ THIS:** This Terms of Use Agreement (“Agreement”) is made by and between KF Enterprises Inc. (“KFE”), a Delaware Corporation and you the user (you, your or User). KFE requires all visitors to this Website and all websites owned and operated by KFE (collectively “Website”) to accept and abide by these Terms of Use. **BY CLICKING THE “I AGREE” BUTTON BELOW OR BY VISITING, ACCESSING, BROWSING, USING, ATTEMPTING TO INTERACT WITH THIS WEBSITE, BECOMING A KFE MEMBER, USING AND/OR SUBMITTING INFORMATION TO THIS WEBSITE, OR USING THIS WEBSITE IN ANY WAY, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND KFE’S [PRIVACY POLICY](#). IF YOU DO YOU NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE, INCLUDING WITHOUT LIMITATION THE KFE MEMBERSHIP.**

**THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE ALL CLAIMS AND DISCLAIMERS OF WARRANTIES AND LIABILITY.** YOU CONFIRM THAT YOU ARE OVER 18 YEARS OF AGE, AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT, TO SIGN UP FOR KFE MEMBERSHIP, AND TO AUTHORIZE CREDIT CARD PAYMENTS.

KFE reserves the right to change these Terms of Use. You are responsible to regularly review these Terms of Use and your continued use of this Website constitutes your agreement to all such changes.

**1. Your Compliance with this Agreement.**

You acknowledge that this Agreement is supported by reasonable and valuable consideration, the receipt and accuracy of which is hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your ability to visit, access, become a Kickfannie member, use KFE’s or Kickfannie products or services offered on this Website, use and/or submit information on this Website.

You represent that you have the capacity to be bound by this Agreement, or if you are acting on behalf of a company or other entity, you have the authority to bind such a company or entity. In order to determine your compliance with this Agreement, KFE may monitor your access and use of this Website in accordance with its [Privacy Policy](#).

**2. The KFE/Kickfannie.com Free Access Account and Subscription Account Memberships**

**A. Kickfannie.com Free Access Account**

Your KFE/Kickfannie Free Access Account provides you with access to the full KFE/Kickfannie Website, all the content and information presented on the Website, and the ability to use all non-subscription or fee based products. You may cancel your access at any time by opting out [customerservice@kickfannie.com](mailto:customerservice@kickfannie.com).

**B. KFE/Kickfannie Membership Fees & Authorization to Charge Your Credit Card for Subscription Based Products when offered:**



Our standard fee is fee schedule for Initial KFE Membership is:  
Lump Sum Payment of \$XXX.XX, for 12-Month Membership, or  
Monthly Payments of \$XX.XX for 12 consecutive months (Payments Total \$XXX.XX).

Fees for annual renewal of KFE Membership are \$XX.XX.

From time to time, there may be promotions or special pricing options available. Therefore, check our website from time to time.

You hereby authorize KFE to charge your credit card for the initial payment or consecutive monthly payments as indicated in the payment grocery cart, and unless instructed in [writing, by sending an email to info@kickfannie.com](#), (the subject line should read: credit card billing questions), your KFE Membership will automatically renew and you hereby authorize KFE to charge your credit card for this renewal KFE Membership.

KFE reserves the right to change its fees at any time. Any change will be updated in these Terms of Use and will be applied on your next scheduled payment or renewal period with KFE.

### **3. Information about You and Your Visits to the Website.**

All information that KFE collects on this Website is subject to KFE's [Privacy Policy](#). By using this Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **4. Your Access and Use of this Website and/or the Products and Services Offered on this Website.**

Your right to access and use the Website is personal to you and is not transferrable by you to any other person or entity. You are entitled only to access and use the Website for lawful purposes and pursuant to these Terms of Use and the [Privacy Policy](#).

#### **A. Registration Information Required for Access to KFE's Website.**

To access this Website, Website resources, links or other content, you may be asked to provide certain registration details or other information ("Your Information"). It is a condition of your use of this Website that all Your Information be correct, current, and complete. If KFE believes Your Information is not correct, current, or complete, KFE has the right to deny access to this Website, or to any of its resources, and to terminate or suspend your access at any time. You also agree to keep Your Information current and to update Your Information if any of Your Information changes. KFE's collection, use and disclosure of Your Information are governed by this Agreement and KF Enterprises's [Privacy Policy](#).

#### **B. Passwords/ Account ID and Password Security.**

##### **• You Are Solely Responsible for Your Account ID and Password.**

The KFE Website requires you to create a password to access the full Website, including any resources, links, or other content on the Website. You will be solely responsible for maintaining the confidentiality of your password. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your ID and password. You understand that if you allow others to use your ID or password to enter the Website and/or your account, either voluntarily or involuntarily by failing to protect the security

of your password, then they may have access to confidential information. Therefore, you agree that KF Enterprises, Inc. shall not be liable for any loss that you may suffer as a result of the authorized or unauthorized use of your password by a third party.

- **Breach of Your Password Security.** If you have reason to believe that your account and/or password is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure, or use of your ID, password or any credit, debit or charge card number stored on the Website), you must promptly change your password and You agree to immediately notify KF Enterprises, Inc. of any such breach of your account and/or password security this by sending an email to [customerservice@kickfannie.com](mailto:customerservice@kickfannie.com).

## 5. **General Rules Regarding Your Use and Access of the Website.**

You may use the Website only for lawful purposes and in accordance with these Terms of Use.

### A. **Prohibited Uses**

You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- 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 send, knowingly receive, upload, download, use or re-use any material which does not comply with the [User Generated Content](#) standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without KFE's prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate KFE, a KFE employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm KFE or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disrupt, modify or interfere with KFE's Website, or its associated software, hardware, and/or servers in any way, and you agree not to impede or interfere with others' use of the Website.
- Alter or tamper with any information or materials on or associated with the Website.

- Attempt to gain access to KFE's internet or website service provider's by any means other than connecting to service provider's servers by http requests using a web browser.
- Use the Website in any manner that could disable, overburden, damage, or impair KFE's Website or otherwise interfere with any other party's use and enjoyment of KFE's Website, including any resources, links, or other content on the Website, and their ability to engage in real time activities through the Website.
- Obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided through the authorized use of the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website 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 Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

**B. Personal and Non-Commercial Use only.**

KFE's Website, including any resources, links, or other content on the Website, are for your personal use and non-commercial use only, unless otherwise specified in writing. You may not use KFE's Website for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of KFE. You may not re-sell, modify, copy distribute, display, send, perform, reproduce, publish, license, create derivative works, transfer, sell or otherwise infringe on any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to KFE's Website.

**C. Permitted Use of Website Only.**

You may use KFE's Website for purposes expressly permitted by this Agreement. As a condition of your use and access and use of KFE's Website, including KFE Materials, any resources, links, materials or other content on the Website, you warrant to KFE that you will not use the Website for any purpose that is unlawful or prohibited by this Agreement.

**D. Interruption of Your Access & Use of Website.**

Your access and use of this Website may be interrupted from time to time for any of several reasons, including without limitation, weathers and storms, malfunction of equipment, periodic updating, maintenance and repair of the Website, or other actions that KFE, in its sole discretion decides to take. KFE reserves the right to suspend or discontinue the availability of this Website, including any resources, links, or other content on the Website, at any time. No warranty or representation is made that this Website or any part or function including, without limitation, any downloadable files or program files will be available and not subject to interruption at any time.

**E. Restriction and Denial of Your Access & Use of Website.**

KFE may restrict and deny your access to this Website, including any resources, links, or other content on the Website, if KFE, in its sole discretion, finds or has reason to believe that you: (i) violated the terms and conditions of this Agreement and/or the [Privacy Policy](#); (ii) restricted, inhibited, or prevented any access, use of enjoyment of others of this Website; and/or (iii) through your use or access of this Website, defamed, abused, harassed, offended or threatened any other person or entity.

**6. User Generate Content: Your Transmissions, Postings or Submissions to KFE's Website.**

KFE's Website may act as a venue, through its blogs, videos, messaging, chat rooms or other forum (collectively, the "Public Forums" of "Forums"), allowing the Users, like You, of the Website to contribute information, make statements, post or email questions, and in some place, to post comments on the Website. All such contributions, statements, posts, comments, and any and all input by you or another visitor of any kind, is referred to as "User Generated Content" and must comply with the User Generated Content Guidelines and Restrictions set forth below.

Any User Generated Content you post to KFE's Website will be considered non-confidential and non-proprietary. You understand and acknowledge that you are responsible for any User Generated Content you submit or contribute, and you, not KFE, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

You represent and warrant that:

- You own or control all rights in and to the User Generated Content and have the right to grant the license granted above to KFE as set forth in the **Your Intellectual Property Rights to Your User Generated Content – You Give KFE Permission to Use Your User Generated Content** section below.
- All of your User Generated Content does and will comply with these Terms of Use.

**A. KFE Is Not Responsible for User Generated Content.**

KFE is not involved in the actual transmission of User Generated Content provided for or in the Forums. KFE does not approve or endorse any of the User Generated Content. You hereby acknowledge and agree that KFE has no control over the quality, correctness, timeliness, completeness, safety, truth, accuracy or legality of any of the User Generated Content provided

by you or any other person or entity in the Forums. Without limiting the generality of the foregoing, and although KFE does not regularly review User Generated Content provided for in the Forums, KFE reserves the right to remove or edit any User Generated Content. This is at the discretion, and not an obligation, of KFE. As such, KFE is not responsible for any failure or delay in removing any User Generated Content. KFE is not responsible, or liable to any third party, for the content or accuracy of any User Generated Content posted by you or any other user of the Website.

**B. Reliance on User Generated Content of Others Is At Your Own Risk – Use Common Sense.**

You may find the User Generated Content posted on the Website by other users to be helpful or offensive, harmful, inaccurate, or deceptive. Please use caution and common sense, and do not rely solely on User Generated Content published or posted on the Website. Immediately Report any problems or concerns with User Generated Content to: [customerservice@kickfannie.com](mailto:customerservice@kickfannie.com). However you understand that KFE is not responsible for User Generated Content but reserves the right, at its sole discretion, and not an obligation, to remove or edit any User Generated Content.

All statements and/or opinions expressed in any User Generated Content, including any articles and responses to questions and other content, other than the content provided by KFE, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of KFE. KFE is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third party, including any User Generated Content. KFE disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

**C. Your User Generated Content Guidelines & Restrictions.**

Your use of the Website, including all Public Forum is subject to all applicable laws and regulations, and you are solely responsible for any comments or posts you leave on the Website or the Public Forum. In submitting any of your User Generated Content or in using the Website in any manner, you agree and understand that your User Generated Content shall not contain any information or material of any kind that:

- 1) Infringes KFE's or any third-party's copyright, patent, trademark, trade secrets or other intellectual property rights or proprietary information;
- 2) Violates any law, common law, statute, ordinance or regulation;  
Information or material that is abusive, trade libelous, threatening, unlawfully harassing, defamatory, deceptive, fraudulent, invasive of another's privacy, obscene, indecent, explicit or vulgar, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable or injurious to KFE or any third-party;
- 3) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy;

- 4) Contains or promotes any sexually explicit, graphic or pornographic material or content, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 5) Victimized, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability or otherwise;
- 6) Contains any form of malicious code, files, viruses, worms, Trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to disrupt, damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, software, hardware, or telecommunications equipment or otherwise causes damage, or that or allows you to obtain unauthorized access to any data or other information of any third party;
- 7) Contains or constitutes chain letters, mass mailings, political campaigning, political or religious viewpoints, any form of “spam”, or any form of lottery or gambling;
- 8) Is false, inaccurate or misleading, or likely to deceive any person;
- 9) Breaches the security of, compromises or otherwise allows access to secured, protected or inaccessible areas of this Website, or attempts to gain access to other network or server via your account on this Website;
- 10) Involves or contains commercial activities or sales, such as solicitations, contests, sweepstakes and other sales promotions, bartering or advertising;
- 11) Promotes any illegal activity, or advocate, promote or assist any unlawful act;
- 12) Causes annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- 13) Impersonates any person, or misrepresents your identity or affiliation with any person or organization;
- 14) Gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case;
- 15) Contains federally trademarked and/or Copyrighted information or materials of others;
- 16) Any information or materials that are designed to interfere with or damage, in any way, KFE’s Website;
- 17) Any information that is or could be considered insider information as defined by U.S. federal law and the corresponding regulations of the SEC, for more information, and
- 18) Any hyperlinks to other websites that contain content that falls within the scope of this section or violates these Terms of Use.

Your further agree not to impersonate any person or entity, including any of our employees or representatives.

**D. You Are Solely Responsible for Your User Generated Content.**

You are solely responsible for all Your User Generated Content and the consequents of your transmissions, postings, and/or submissions. KFE is not responsible or liable to you or any third party for your content or accuracy of any User Generated Content by you or any other use of this Website.

**E. Removal of Your User Generated Content.**



Although KFE does not have any obligation to, and does not, regularly review User Generated Content, KFE reserves the right (but not the obligation) to edit, refuse to post, or to remove Your Stuff (transmissions, posts, or submissions of any kind). Pursuant to the [Privacy Policy](#), KFE may review your transmissions, posts or submissions to determine, in its sole discretion, your compliance with this Agreement.

KFE has the right to:

- Remove or refuse to post any User Generated Content for any or no reason in its sole discretion.
- Take any action with respect to any User Generated Content that it deems necessary or appropriate in its sole discretion, including if it believes that such User Generated Content violates the Terms of Use, including the User Generated Content Guidelines and Restrictions, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for KFE.
- 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 Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation by you of these Terms of Use.

Without limiting the foregoing, KFE has the right to fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS KFE AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, KFE does not review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, KFE assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

**F. Your Intellectual Property Rights to Your User Generated Content –  
You Give KFE Permission to Use Your User Generated Content**

Any of Your User Generated Content, including any communication or material that you transmit to this Website or to KFE, whether by email or other means, for any reason, will be treated as non-confidential and non-proprietary content. While you retain all rights to the Your User



Generated Content, You grant KFE (including its agents, employees and assigns), a non-exclusive, royalty-free, paid-up, perpetual, and worldwide right and license to copy, format, distribute, display, publish, translate, adapt, modify, incorporate any or all such information in any media whatsoever and otherwise use Your User Generated Content for any purpose whatsoever, regardless of the form or medium in which it is used.

#### **7. DMCA Take Down Provisions: Intellectual Property Rights of Others**

KFE respects the intellectual property rights of others, and we ask you to do the same. In instances where we are notified of alleged infringing KFE or User Generated Content, a decision may be made to remove access or disable access to such materials, in compliance with the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512(c). KFE may also make a good faith attempt to contact the person who submitted the affected material so that they may make a counter-notification.

If You believe that Your or someone else's copyright has been infringed by KFE or User Generated Content provided on this Website, You (or the owner or rights holder, collectively, "Rights Holder") should send notification to [customerservice@kickfannie.com](mailto:customerservice@kickfannie.com) immediately (**The Subject Line of the email should specify: DMCA NOTICE TO KF ENTERPRISES, INC.**) Prior to sending us notice, the Rights Holder may wish to consult a lawyer to determine their rights and legal obligations under the DMCA and any other applicable laws. Nothing here or anywhere on this Website is intended as a substitute for qualified legal advice.

#### **DMCA Take Down Notice**

To submit a Notice of Infringing Material (Your DMCA Take Down Notice), the Rights Holder should provide the following information:

1. Reasonably sufficient details about the nature of the copyrighted work in question, or, in the case of multiple alleged infringements, a representative list of such works. This should include, title(s), author(s), any U.S. Copyright Registration number(s), URL(s) etc.;
2. Reasonably sufficient details to enable us to identify and locate the material that is allegedly infringing the Rights Holders' work(s) (for example, file name or URL of the page(s) that contain(s) the material);
3. The Rights Holder's contact information so that we can contact them (including for example, the Rights Holder's address, telephone number, and email address);
4. A statement that the Rights Holder has a good faith belief that the use of the material identified above in 2 is not authorized by the copyright owner, its agent, or the law;
5. A statement, under penalty of perjury, that the information in the notification is accurate and that the Rights Holder is authorized to act on behalf of the copyright owner; and
6. The Rights Holder's electronic signature.

#### **Counter-Notification**

If Your User Generated Content has been taken down, You may file a counter-notification that contains the following details:

1. Identification of the material that has been removed or to which access has been disabled

- and the location at which the material appeared before it was removed or access to it was disabled;
2. A statement, under penalty of perjury, that You have a good faith belief that the material
  3. was removed or disabled as a result of mistake or misidentification of the material in question;
  4. Your name, address and telephone number;
  5. Your physical or electronic signature.

**Notices and Counter-Notices must be sent to:**

By E-mail:

customerservice@kickfannie.com

**The Subject Line should specify: DMCA NOTICE TO KF ENTERPRISES, INC.**

You also acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, KFE may temporarily or permanently remove the identified materials from KFE's Website without liability to you or any other party.

**8. KFE's Intellectual Property & Proprietary Information.**

All materials found on KFE's Website, including without limitation, KFE's Reports, all written content, documents, logos, photographs, graphics, sounds and images, videos, any and all other materials (the "KFE's Content" or "Materials") is considered proprietary material, and the intellectual property (the copyright and trademarks) of KFE, or of the party who created and licensed the material or content to KFE. No rights or title to any of the KFE Content contained on KFE's Website shall be considered transferred or assigned to You.

**A. Limitations on Your Use of KFE's Content or Materials**

You may not, and You agree that you will not, copy, distribute, download upload, post, republish, modify, create derivative works from, or otherwise use KFE's Content of Materials, in any way, without the prior written consent of KFE, except that, as long as the copyright and trademark notice of KFE appears in such materials and any such material is posted in its entirety, you may: (a) print and/or save a copy of the KFE's Content for your personal use, or (b) if we provide social media features (see Linking to Website and Social Media Features section below) with certain content, you may take such as enabled by such features. This permission terminates automatically without notice if you breach any of the terms and conditions of these Terms of Use. On any such termination, you agree to immediately destroy any downloaded or printed KFE's Content.

**B. Consequence of and Liability for Unauthorized Use of KFE's Content or Materials**

Any use of KFE's Content or Materials not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright laws, trademark laws, of privacy and publicity, communications regulations and statutes as well as other rights, rules, regulations and statutes and the violator may be subject to pay damages and to injunctive relief.

**C. No warranty for Third-Party Infringement.**

KFE does not warrant or represent that Your use of materials displayed on, or obtained through, this Website will not infringe on the rights of third parties.

## **9. Linking to the Website and Social Media Features.**

You may link to KFE's homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on KFE's part without its express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by KFE and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the User Generated Content Guidelines and Restrictions set out in these Terms of Use.

You agree to cooperate with KFE in causing any unauthorized framing or linking immediately to cease. KFE reserves the right to withdraw linking permission without notice.

KFE may disable all or any social media features and any links at any time without notice in our discretion.

## **10. Data Stored on Our Servers & Website Security**

All data relating to your account information and KFE will reside on a dedicated server in a restricted facility that has been SSAE 16-SOC 1 certified and that adheres to NIST standards.

The Website itself is accessed over a secured connection and has an SSL certificate issued by a highly recognizable organization. The Website is hosted by Newtek Technology Services

("Newtek"), which provides a dedicated server for KFE's Website. As such, there are no other websites hosted on the same server. Additional information on Newtek's security information may be obtained at: <http://webservices.thesba.com/our-infrastructure/> and Newtek's privacy information may be obtained at <http://webservices.thesba.com/terms-of-services/>.

#### **11. Disabling Devices or Viruses.**

You should routinely scan your system and downloaded files for any viruses or disabling devices. **No warranty or representation is made that any content, service, product, or function of this Website including, without limitation, any downloadable files available on this Website or any linked site is free of a computer virus, malware or other destructive or harmful program, software, code or device which may erase, scramble, lock or disable any computer software, content any or equipment or prevent users from using a site or any other item of hardware or software.**

#### **12. Links from the Website, Third Party Sites and Information, including Guest Experts.**

This Website contains links to other websites and resources provided by third parties ("Third Party Material") that are provided for your convenience only does not imply KFE's endorsement of, or association with any third party or Third Party Material. Third Party Material includes links contained in advertisements, including banner advertisements and sponsored links, videos and/or other materials of third parties. KFE has no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. You understand and agree that KFE is not responsible for the accuracy, completeness, decency, legality of any Third Party Material. If you decide to access any of the third party websites linked to this Website, and/or use any third party or Third Party Material, you do so entirely at your own risk and subject to the terms and conditions of use for such third party websites.

#### **13. Advertisements or Promotions.**

From time to time, this Website may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their product or services on this Website. Any such correspondence or promotions, including the delivery of and the payment of goods and services by those third parties, and any other terms, conditions, warranties or representations associations therewith, are solely between you and the advertiser or promoter. KFE assumes no liability, obligation or responsibility for any part of any such correspondence, promotion, advertisement. You assume the risk for your communications and dealings with any such promoter or advertiser.

#### **14. No Expectation of Confidentiality.**

All communications sent by You to KFE will be treated as non-confidential and non-proprietary (subject to our [Privacy Policy](#)). Please do not submit confidential or proprietary information to us (including patentable ideas, new content suggestions or business proposals) unless we have mutually agreed in writing otherwise. Ideas that KFE receives unsolicited will be treated as property owned by KFE and will not be returned to you.

#### **15. DISCLAIMER OF WARRANTIES – READ CAREFULLY.**



You understand that KFE cannot and does not guarantee or warrant that files available for downloading from the internet or the Website 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 our site for any reconstruction of any lost data. **KFE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.**

**YOUR USE OF THIS WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THIS WEBSITE IS AT YOUR OWN RISK. THIS WEBSITE, INCLUDING KFE MEMBERSHIP, ALL KFE CONTENT AND MATERIALS ON THIS WEBSITE, ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. NEITHER KFE NOR ANY PERSON ASSOCIATED WITH KFE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER KFE NOR ANYONE ASSOCIATED WITH KFE REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.**

**ALSO WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT:**

- A. **THE KFE MEMBERSHIP, KFE CONTENT OR MATERIALS, OR KFE WEBSITE IN ANY MANNER WILL MEET YOUR REQUIREMENTS,**
- B. **THE KFE MEMBERSHIP, KFE CONTENT OR MATERIALS, OR KFE WEBSITE IN ANY MANNER WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,**
- C. **THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE KFE MEMBERSHIP, KFE CONTENT OR MATERIALS, OR KFE WEBSITE IN ANY MANNER WILL BE EFFECTIVE, ACCURATE, COMPLETE, DECENT, CORRECT, LEGAL, OR IS FREE FROM ANY ERRORS OR OMISSIONS OF ANY KIND,**
- D. **THE QUALITY OF THE KFE MEMBERSHIP, KFE CONTENT OR MATERIALS, OR KFE WEBSITE IN ANY MANNER WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, OMISSIONS OR DEFECTS,**
- E. **ANY DEALINGS OR COMMUNICATIONS BETWEEN AND ANY THIRD PARTY THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS WEBSITE WILL MEET YOUR EXPECTATIONS**



AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK,

- F. ANY INFORMATION OR MATERIALS PROVIDED BY A THIRD PARTY WEBSITE, THIRD PARTY CONTENT, OR THIRD PARTY, IN ANY WAY, IS ACCURATE, COMPLETE, DECENT, CORRECT, LEGAL, OR IS FREE FROM ANY ERRORS OR OMISSIONS OF ANY KIND.

THIS WEBSITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE KFE MEMBERSHIP, KFE CONTENT OR MATERIALS, OR KFE WEBSITE INCLUDING THE PRICES AND DESCRIPTIONS OF THE KFE MEMBERSHIP, OR ANY PRODUCTS OR SERVICES AVAILABLE ON KFE'S WEBSITE, AT ANY TIME WITHOUT NOTICE. KFE'S CONTENT OR MATERIALS, AND ANY INFORMATION ON THIS WEBSITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT, MATERIALS OR INFORMATION.

THE USE OF THE KFE MEMBERSHIP, KFE CONTENT OR MATERIALS OR KFE WEBSITE OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY PRODUCTS OR CONTENT THROUGH THIS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

THROUGH YOUR USE OF THE SITE, YOU MAY HAVE THE OPPORTUNITIES TO ENGAGE IN COMMERCIAL TRANSACTIONS WITH OTHER USERS AND VENDORS. YOU ACKNOWLEDGE THAT ALL TRANSACTIONS RELATING TO ANY PRODUCTS OR OFFERINGS PROVIDED BY ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO THE PURCHASE TERMS, PAYMENT TERMS, WARRANTIES, GUARANTEES RELATING TO SUCH TRANSACTIONS, ARE AGREED TO SOLELY BETWEEN THE SELLER OF SUCH MERCHANDISE AND YOU. WE MAKE NO WARRANTIES AS TO ANY THIRD PARTY WEBSITE, THIRD PARTY CONTENT, OR THIRD PARTY.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN THE PRICING STRUCTURE, THE ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

THERE ARE SIMPLY NO WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND FOR THE KFE MEMBERSHIP, KFE CONTENT OR MATERIALS, KFE WEBSITE, OR ANY THIRD PARTY WEBSITE, THIRD PARTY CONTENT, THIRD PARTY AND/OR FOR YOUR USE AND ACCESS TO THIS WEBSITE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

#### **16. LIMITATION OF LIABILITY.**

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use, Your access and use of this Website, KFE Membership, KFE Content or Materials, and/or any Third Party Website, Third Party Content, or Third party shall be limited to the amount You paid to KFE for

Your KFE Membership in the membership period directly preceding the act purportedly giving rise to the liability.

IN NO EVENT WILL KFE, 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 KFE, THE KFE MEMBERSHIP, KFE CONTENT OR MATERIALS, YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE, THIRD PARTY MATERIALS, THIRD PARTY PROMISES OR STATEMENTS OF ANY KIND AND/OR YOUR COMMUNICATIONS OR DEALINGS WITH ANY THIRD PARTY, OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE 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.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

#### **17. Indemnification.**

You agree to defend, indemnify, and hold KFE, its shareholders, officers, directors, independent contractors, agents, representatives, employees, licensors, assigns, and successors in interest, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation reasonable legal fees and related fees and costs, resulting from, or alleged to result from, (1) your breach or violation of these Terms of Use, KFE's Membership Agreement, or KFE's Privacy Policy, (2) your failure to provide accurate, complete and current personally identifiable information requested or required by KFE; (3) Your access or use of this Website, including without limitation, the KFE Membership, the KFE Content or Material, or Third Party Websites, Third Party Content, or Third Party made available on this Website; (4) the access or use of this Website, including without limitation, the KFE Membership, the KFE Content or Material, or Third Party Websites, Third Party Content, or Third Party made available on this Website under any password that may be issued to you; (5) your User Generated Content; and/or (6) any personal injury or property damage caused by You.

#### **18. Termination of Access & Use.**

##### **A. Grounds for Termination.**

You agree that KFE may, at its sole discretion, terminate or suspend Your access to all or part of the Website with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for baKFEng your access to this Site, and reporting you to the proper authorities, if necessary.

##### **B. No Right to Offerings Upon Termination.**



Upon termination and regardless of the reason(s) motivating such termination, Your right to use KFE Membership, KFE Content or Materials, or this Website, in any manner, will immediately cease. KFE shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections concerning KFE's Intellectual Property, KFE's Disclaimer of Warranties, KFE's Limitation of Liability, and Your Indemnification, as well as, Your liability for any unpaid fees, shall survive any termination.

#### **19. Geographic Restrictions.**

KFE is a Delaware Corporation and based in the State of Virginia, in the United States of America. KFE provides this Website for use only by persons located in the United States. Although this Website may be accessible worldwide, KFE makes no representation that materials on this Website are appropriate or available for use in locations outside the United States. Those who choose to access this Website from other locations do so on their own initiative and at their own risk. If you choose to access this Website from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, service, and/or information made in connection with this Website is void where prohibited.

#### **20. Miscellaneous Provisions.**

##### **A. Notices.**

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to KFE must be sent to the attention of customer service representative at [customerservice@kickfannie.com](mailto:customerservice@kickfannie.com),

##### **B. Force Majeure**

In addition to any excuse provided by applicable law, KFE shall be excused from liability for non-delivery or delay in delivery of KFE Membership, KFE Content or Materials, or any products or services, if any, made available through its Website arising from any event beyond its reasonable control, whether or not foreseeable by either party, including but not limited to: economic downturns, recessions or depressions, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

##### **C. Savings Clause.**

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

##### **D. No Waiver.**

Any failure by KFE to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

##### **E. Amendments to this Agreement.**



KFE reserves the right to update, amend and/or change this Agreement at any time in its sole discretion and without notice. Amendments will take effect immediately upon KFE's posting the updated Agreement on this Website. You are encouraged to revising this Agreement from time to time in order to review any changes that have been made. The date on which this Agreement was last updated will be noted immediately at the top of this Agreement. Your continued access and use of this Website, including without limitation, KFE Membership, KFE Content or Materials, following the posting of any such changes shall automatically be deemed Your acceptance of all changes.

**F. Entire Agreement.**

These Terms of Use, as amended, KFE Membership Agreement, and the policies, rules and guidelines posted on the Website constitute the entire agreement and understanding between You and KFE and supersede all prior written or oral agreements or understandings.

If you have questions, comments, concerns or feedback regarding this Agreement or KFE's Website, including KFE Membership, the KFE Content or Materials, please contact KFE by any of the methods below:

Email: [Customerservice@kickfannie.com](mailto:Customerservice@kickfannie.com)

**[I ACCEPT/AGREE BUTTON](#)**

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