**TERMS OF USE**

These Terms of Use, together with the privacy policy available at [INSERT LINK TO PRIVACY POLICY] (**“Privacy Policy”**) and the rules, policies, terms and conditions set forth in, referred to and/or linked herein, all of which are incorporated herein by reference, are, collectively, the “**Agreement”**.

**IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY.**

This Agreement constitutes a legal agreement between you (**“you”** or “**User”**) and Let It Eat NC, LLC (**“Company”** or “**us”**). This Agreement governs your use of our services and platform that facilitates communications between Users offered through our website located at [INSERT LINK TO WEBSITE], as it may be modified, relocated and/or redirected from time to time (the “**Site”**), and the mobile applications offered by us (the “**Apps”**). Our services, platform, Site and Apps are collectively referred to as the “**Company Platform”**.

By accessing, using or registering with the Company Platform or any portions thereof, you hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement that we may publish from time to time. Please read this Agreement carefully. If you do not agree to accept and be bound by this Agreement, you must immediately stop using the Company Platform. Company’s acceptance is expressly conditioned upon your assent to this Agreement in its entirety. If this Agreement is considered to be an offer by us, acceptance is expressly limited to this Agreement.

By using the Company Platform, you represent and warrant that: (i) you are at least 21 years old, are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts; and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

To the extent permitted and except where prohibited by applicable law, these Terms of Use include:

* Your agreement to submit to an informal dispute resolution process for at least 30 days prior to the initiation of any claim (Section 19).
* Your agreement that no claims can be adjudicated on a class basis (Section 19).
* Your agreement that the Company Platform is provided “as is” and without warranty (Section 17).
* Your agreement that the Company Platform is solely a communications platform providing a method for Services to be booked, that all Services are performed by third parties, and that Company has no liability for any Services or any acts or omissions of third parties (Sections 1 and 17).
* Your acknowledgment of and agreement to pay Company’s Support Fee that will be applied to each appointment of a Service Provider requested through the Company Platform (Section 3(c)).
* Your acknowledgment of and agreement to Company’s cancellation policies and cancellation fees (Section 4).
* Your agreement to release Company from liability based on claims relating to Services and otherwise (Section 17) and your agreement to the limitation of time within which a claim can be brought (Section 22).
* Your agreement to indemnify Company from claims due to your use, misuse or inability to use the Company Platform or the Services, your violation of this Agreement, applicable laws or third party rights, and/or content or information submitted from your account to the Company Platform (Section 18).
* Your consent to any modifications or amendments to this Agreement (Section 23).
* Your consent to the collection, use, sharing and transfer of your data as outlined in the Privacy Policy as updated from time to time.

**1. The Company Platform is Solely a Venue for Communications.**

The Company Platform is a communications platform for enabling the connection between individuals seeking to obtain services (**“Requesters”**) and/or individuals seeking to provide services (**“Service Providers”**). Requesters and Service Providers together are referred to as “**Users”**. Those certain services requested by the Requesters, which are to be completed by the Service Providers, are hereinafter referred to as “**Services”**. Company does not itself provide Services. The provision of all Services is up to the Service Providers, which may be scheduled through use of the Company Platform. COMPANY, THROUGH THE COMPANY PLATFORM, OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE SUCH SERVICES ITSELF OR ACT IN ANY WAY AS A CHEF, KITCHEN SERVICES PROVIDER, HOST/HOSTESS, WAITER/WAITRESS, BARTENDER OR OTHER FOOD & BEVERAGE, RESTAURANT OR HOSPITALITY SERVICE PROVIDER, AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY SERVICES PROVIDED TO THE REQUESTER BY SERVICE PROVIDERS, INCLUDING, BUT NOT LIMITED TO, A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY LAW, REGULATION, OR CODE. REQUESTER SHOULD EXERCISE CAUTION AND COMMON SENSE TO PROTECT ITS PERSONAL SAFETY AND PROPERTY, JUST AS YOU WOULD WHEN INTERACTING WITH ANY PERSON WHOM YOU DO NOT KNOW. THE COMPANY DOES NOT CONDUCT BACKGROUND CHECKS OR INSURANCE FOR SERVICE PROVIDERS. REQUESTER SHALL BE SOLELY RESPONSIBLE FOR CONDUCTING ITS OWN BACKGROUND CHECKS AND PROVIDING WORKERS’ COMPENSATION AND OTHER INSURANCE COVERAGE FOR ITS SERVICE PROVIDERS, AS APPLICABLE. BY USING THE COMPANY PLATFORM, THE REQUESTER AGREES TO HOLD COMPANY FREE FROM THE RESPONSIBILITY FOR ANY LIABILITY OR DAMAGE THAT MIGHT ARISE OUT OF THE SERVICES. COMPANY IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER INCLUDING SERVICE PROVIDERS, AND WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH ANY SERVICES.

**2. Personal Information; User Accounts.**

a. Collection of your Personal Information. Some of the materials available on the Company Platform may require prior registration to access. If you decide to access such materials you will be required to register. We may refuse to grant you, and you may not use, a user name, email address or screen name that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. When you complete a registration with us, you will be required to provide certain personal information. You agree that such information will be true, accurate and complete, and that you will update this information promptly when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if we suspect that your information is untrue or inaccurate, not current, or incomplete, we may, in our sole discretion, suspend or terminate your right to access any material for which registration is required. Any personally identifiable information supplied hereunder will be subject to the terms of the Privacy Policy.

b. Account, Password and Security. You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any username, password and account provided by you or us for accessing the Company Platform. You are solely and fully responsible for all activities that occur under your password or account, except that Company may, in certain circumstances, access your account to make changes that you request, such as rescheduling a Service appointment. Company has no control over the use of any User’s account by the User or third parties and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you must contact us immediately at info@helpKNX.com. Nothing in this section shall affect Company’s rights to limit or terminate the use of the Company Platform, as provided below in Section 4(b).

c. Proof of Identity. You will provide us with such proof of identity as we may reasonably request from time to time.

d. Text Messages and Phone Calls. By providing your phone number and using the Company Platform, you agree that we may, to the extent permitted by applicable law, use your mobile phone number for calls and, if such phone number is a mobile number, for text (SMS) messages, in order to assist with facilitating the requested Services. Standard call or message charges or other charges from your phone carrier may apply to calls or text (SMS) messages we send you. You may opt-out of receiving text (SMS) messages from us by replying with the word “STOP” to a text message from us. You acknowledge that opting out of text (SMS) messages may impact your ability to use the Company Platform.

You agree to Company’s use of a service provider to mask your telephone number when you call or exchange text (SMS) messages with a Service Professor or Service Requestor using a telephone number provided by Company. During this process, Company and its service provider will receive in real time and store call data, including the date and time of the call or text (SMS) message, the parties’ phone numbers, and the content of the text (SMS) messages. You agree to the masking process described above and to Company’s use and disclosure of this call data for its legitimate business purposes.

e. Emails. Company may send you confirmation and other transactional emails regarding the Services. Company may also send you emails about services that we think might interest you (“**Promotional Emails**”). You can unsubscribe from Promotional Emails at any time by clicking unsubscribe in our email communications or contacting us.

**3. Payments; Claims.**

a. Payments. Users of the Company Platform contract for Services directly with other Users. Company is not a party to any contracts for Services. The Company Platform facilitates these contracts by supplying a medium through which Requesters can connect with Service Providers, schedule Services, and make payments for Services (**“Payments”**). Requesters are obligated to pay in advance for the Services they order through the Company Platform. Prior to the scheduled Service, we will charge the Requester’s credit card according to the amount the Requester has agreed to on the Company Platform with respect to all Services the Requester has ordered, and for all purchases and payments for reimbursement costs, fees or expenses associated with a Service as well as the Support Fee (as defined in 3(c) below), and the Requester hereby authorizes us to charge the credit card on file in the Requester’s Company Platform account for such amounts. We will use third party services to process credit card information. By accepting this Agreement, you are giving Company (or a third-party payment processor on Company’s behalf) permission to charge your on-file credit card, debit card, or other approved methods of payment for fees that you owe Company. Depending on the transaction you selected or services requested, Company may charge you on a one-time or recurring basis. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Services must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with Company at the prices in effect when such charges are incurred.

We retain the right, in our sole discretion, to place a hold on the Requester’s credit card for an ordered or completed Service transaction. Seventy-two (72) hours after a Service is completed, if there is no complaint by the Requester, we will mark the Service as closed. If the Requester has agreed with the Service Provider to extend or reduce the hours in or to reschedule a requested Service, the Requester bears the responsibility for notifying Company. Requesters must notify Company either by changing the date or hours of the requested Service through the Company Platform or by visiting the Company Help Center at info@helpKNX.com.

All Payments by Requesters must be made through the Company Platform. No refunds or credits will be provided once the Requester’s credit card has been charged, except that at our sole discretion, refunds or credits may be granted in extenuating circumstances, as a result of specific promotions, or to correct any errors we have made. While we will use commercially reasonable efforts to ensure the security of all credit card and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold us harmless for any damages that may result therefrom. Requesters will be liable for all transaction taxes on the Service(s) provided (other than taxes based on Company’s income).

b. Job Rate. The rate per hour for a Service (**“Job Rate”**) depends on many factors, such as location, skill level required and how frequently a Service is ordered, and payment terms may increase. Therefore, the same Service may cost more in a different location or if the Service is ordered less frequently.

c. Company Support Fee Company may assess an additional “**Support Fee”** to support the Company Platform, including costs related to customer support, and related services provided to you by the Company Platform. The Support Fee will be applied to each appointment of a Service requested through the Company Platform (e.g., if you requested a Recurring Service, a Support Fee may be assessed on each Recurrent Service appointment). The amount of the Support Fee may vary but shall be retained by Company in its entirety.

**4. Term and Termination; Cancellation of Services; Survival.**

a. Term. This Agreement shall continue in full force and effect until such time as it is terminated by you or by us.

b. Termination by Company. We may terminate this Agreement or terminate or suspend your right to use the Company Platform at any time for any or no reason (including, without limitation, in the event that we believe that you have breached this Agreement or any policy posted on the Company Platform, or if we otherwise find that you have engaged in inappropriate and/or offensive behavior (collectively, “**Prohibited Conduct”**) by providing you with written or email notice of such termination to the physical or email address you have provided us, and termination will be effective immediately upon such notice. Except in the event that we terminate or suspend your right to use the Company Platform due to any Prohibited Conduct, we will refund in full any payments for Company services or Services that have not been performed or completed. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. When terminating your account, Company may delete the account and all the information in it. You have no ownership rights to your account.

c. Termination by You. You may terminate this Agreement by completely and permanently ceasing to use the Company Platform (provided that there are no outstanding Services ordered under your password or account) and by closing any account you have opened on the Company Platform. If you attempt to terminate this Agreement while there are still outstanding Services ordered under your password or account, this Agreement shall not terminate until such Services have been performed or otherwise canceled as permitted by Company.

d. Cancellation Policy for Service Cancellation by Requester. Company’s cancellation policy for specific Services is as follows: Requesters may cancel their scheduled Service appointments through the Company Platform at any time, subject to the following conditions: (i) if a Requester cancels more than 24 hours before a scheduled Service appointment, there is no cancellation fee; (ii) if a Requester cancels between 2-24 hours before a scheduled Service appointment, the Requester will be charged the amount of the Support Fee; and (iii) if the Requester cancels during the 2 hours before a scheduled Service appointment, the Requester will be charged the full Service amount.

e. Policy for Service Cancellation by Service Provider. When a Service Provider cancels a scheduled Service appointment, the Company Platform generally notifies the Requester and makes the Requester’s Service request available for another Service Provider to select. However, Company cannot guarantee that a canceled Service appointment will be selected by another Service Provider and rescheduled or that the Service request will be completed.

f. Survival. All provisions that should by their nature survive the expiration or termination of this Agreement, including without limitation, Sections 8, 10 and 14-23, shall so survive.

**5. Links to and Plug-Ins from Other Web Sites or Media.** Links (such as hyperlinks) from the Company Platform to and plug-ins from sites or applications owned, operated or controlled by third parties (collectively, “**Third Party Sites”**) do not constitute the endorsement by Company of the Third Party Sites or their content. Such links and plug-ins are provided as an information service, for reference and convenience only. Company does not control any Third Party Sites, and is not responsible for their content. It is your responsibility to evaluate the content and usefulness of the information obtained from Third Party Sites. The use of any Third Party Site is governed by the terms and conditions of use and privacy policy of that Third Party Site. YOU ACCESS THIRD PARTY SITES AT YOUR OWN RISK. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY ARISING IN CONNECTION WITH YOUR USE AND/OR VIEWING OF ANY THIRD PARTY SITES, AND YOU HEREBY AGREE TO HOLD COMPANY HARMLESS FROM ANY LIABILITY THAT MAY RESULT FROM THIRD PARTY SITES.

**6. Submission Areas.** The Company Platform may contain blogs, message boards, applications, opportunities to provide reviews, job postings, chat areas, news groups, forums, communities and/or other message or communication facilities that allow Users to communicate with other Users and with Company (collectively, “**Submission Areas**”). Some areas in the Submission Areas within the Company Platform will be public and Company will not be responsible for any information or materials posted in such public areas. Company may, in its discretion, publicly post submissions you submit to a non-public area of the Company Platform. You may only use Submission Areas to send and receive messages and material that are relevant and proper to the applicable forum and that comply with this Agreement. “**Your Information**” is defined as any information and materials you provide to us or other Users in connection with your registration for and use of the Company Platform, including without limitation, information and materials that are posted or transmitted for use in Submission Areas. You are solely responsible for Your Information, and we are merely a passive conduit for your online distribution and publication of Your Information. You hereby represent and warrant that Your Information: (a) will comply at all times with this Agreement, including but not limited to Section 7 (Rules for Use of the Company Platform) below, and with Section 2 (Personal Information; User Accounts) above; and (b) will not create liability for us or cause us to lose (in whole or in part) the services of our Internet Service Providers (ISPs), customers, or other partners or suppliers. You hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute all of Your Information that is posted to Submission Areas from or through your account on the Company Platform, including but not limited to all images, videos, musical works and text included in such postings. The rights you grant in this license are for the limited purpose of operating, promoting, and improving the Company Platform. We reserve the right to remove postings from Submission Areas in our sole discretion.

**7. Rules for Use of the Company Platform.** During the term of this Agreement, Requesters may use the Company Platform for your personal use only (or for the use of a person, including a company or other organization that you validly represent). Requesters may use the Company Platform to request Services solely with respect to a location where the Requester is legally authorized to have Services performed. Requesters may not use the Company Platform for any other purposes or in connection with any commercial endeavors whatsoever without our express prior written consent. Requesters agree that an order for Services is an offer, which is only accepted when the Requester receives a confirmation of the order. Requesters agree to treat Service Providers courteously and lawfully, to provide a safe and appropriate working environment for them that is in compliance with all applicable laws and regulations, and to provide reasonable cooperation to Service Providers to enable them to supply Services. Requesters agree to communicate any complaints to us and not to the Service Providers. Requesters agree to comply with our complaint and other policies designated on the Company Platform. Requesters acknowledge that their selected Service Provider may be unavailable from time to time (e.g. due to illness, vacation or leaving the Company Platform). You shall NOT use the Company Platform (including but not limited to any Submission Areas) to do any of the following:

a. Upload files that contain viruses, Trojan horses, corrupted files, or any other similar software that may damage the operation of another’s computer.

b. Upload files that contain software or other material that violates the intellectual property rights or rights of privacy or publicity of any third party.

c. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including but not limited to our staff and other Users.

d. Post a review or rating unless such review or rating contains your independent, honest, genuine opinion.

e. Use the Company Platform or any Service for any purpose or in any manner that is in violation of local, state, national, or international law.

f. Publish, post, upload, distribute or disseminate any profane, defamatory, false, misleading, fraudulent, threatening or unlawful topics, names, materials or information, or any materials, information or content that involve the sale of counterfeit or stolen items.

g. Advertise or offer to sell any goods or services for any commercial purpose or solicit employment or contract work which is not relevant to services offered through the Company Platform. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to Services facilitated through the Company Platform without express written permission from us.

h. Use the Company Platform to collect usernames and/or email addresses of members by electronic or other means without our express prior written consent.

i. Conduct or forward surveys, contests, pyramid schemes, or chain letters.

j. Impersonate another person or allow any other person or entity to use your identification to post or view comments or otherwise use your account.

k. Post the same note repeatedly (referred to as ‘spamming’). Spamming is strictly prohibited.

l. Download any file posted by another User that you know, or reasonably should know, cannot be legally distributed through the Company Platform, or post or upload any content to which you have not obtained any necessary rights or permissions to use accordingly.

m. Restrict or inhibit any other User from using and enjoying the Company Platform.

n. Imply or state that any statements you make are endorsed by us, without our prior written consent.

o. Reverse engineer, disassemble, decompile, translate, modify, adapt, license, sublicense, alter, copy, distribute, hack or interfere with the Company Platform, its servers or any connected networks, use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Company Platform in any manner, or attempt to do any of the foregoing.

p. Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by us.

q. Upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.

r. Upload content that provides materials or access to materials that are obscene, adult or sexual or that exploit anyone, and in particular people under the age of 18, in an abusive, violent or sexual manner.

s. Register to use the Company Platform under different usernames or identities, after your account has been suspended or terminated.

t. Mirror or archive any part of the Company Platform or any content or material contained on the Company Platform without Company’s written permission.

u. Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting or providing false or misleading representations in the sender information, subject line, locator, or content of any electronic message.

v. Alter transmission data without Company’s consent.

**8. No Employment.** Company provides a software platform that allows you to connect with independent Service Providers.  Company is not the employer of any Service Provider. You acknowledge that we do not supervise, direct or control a Service Provider’s work or Services performed in any manner. A Service Provider provides services to you as an independent contractor, and is not an employee, joint venture, partner, agent or franchisee of Company for any purpose whatsoever.

**9. Special Promotions.**

a. Changes to Promotions. We may from time to time provide certain promotional opportunities to Requesters. All promotions will be run at our sole discretion, and can be activated, modified or removed at any time by us without advance notification.

b. Promotional Credit

i. Promotional credit is only eligible for the specific services designated by Company. Promotional credit is valid for a limited time only and expires on the date indicated when you receive the applicable promotional credit. Failure to use promotional credit before such expiration date will result in the forfeiture of promotional credit. Company reserves the right to cancel promotional credit at any time. No refunds will be granted for any expired or canceled promotional credit.

ii. Company promotional credit has no intrinsic value, is not redeemable for cash, has no cash value, and serves merely as a means to recognize and provide an incentive to use the Company Platform. Promotional credits may not be purchased for cash and Company does not sell promotional credit. Promotional credit is nonrefundable.

iii. Promotional credits will not be applied against any sales, use, gross receipts or similar transaction based taxes that may be applicable to you, and/or fees or charges for use of any ineligible services.

iv. Your Company account will be billed for all fees and charges for use of any ineligible services. Each promotional credit can only be used once and your Company account will be billed for all fees and charges for use of any eligible service in excess of the amount of available promotional credit.

v. Promotional credit you receive is personal to you. You may not sell, license, rent, or otherwise transfer promotional credit. Promotional credit may be applied only to your account, and may not be applied to any other account.

**10. Referral Credits.** In the event that you are given a code through which you may refer a friend to the Company Platform in exchange for a referral credit, you shall not use any online marketing or advertising to promote such code or to artificially increase the amount of credits awarded. By way of example, you may not post, or cause, request or permit a third party to post any such code on a coupon website, nor use any paid search marketing, online advertising, forum posting, newsgroup posting or bulk email to disseminate such code. You may only share such code with your personal friends and acquaintances for legitimate referral purposes, as determined by us in our sole discretion. Company referral credits are redeemable only for Services. Company referral credits have no cash value and are not redeemable for cash unless otherwise required by law. Without limiting our other rights and remedies, we may terminate such code and/or your account for any breach of this Section. For questions or additional information, contact us at helpKNX.com.

**11. Intellectual Property Rights.** The Company Platform, and the information, data, content and materials, which it contains (**“Company Materials”**), are the property of Company and/or its affiliates and licensors, excluding User-generated content, which Company has a right to use as described below. The Company Materials are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. Company and/or its affiliates and licensors are and shall continue to be the sole and exclusive owner of all right, title and interest in and to all intellectual property rights associated with the Company Materials. Any use of Company Materials, other than as expressly permitted herein, is prohibited without the prior permission of Company and/or the relevant right holder. The service marks and trademarks of Company, including without limitation “helpknx.com”, “Let it Eat” and the Company logo are service marks owned by Company. Any other trademarks, service marks, logos and/or trade names appearing on the Company Platform are the property of their respective owners. You may not copy or use any of the marks, logos or trade names appearing on the Company Platform without the express prior written consent of the owner.

**12. Copyright Complaints and Copyright Agent.** Company respects the intellectual property of others, and expects Users to do the same. Company will respond to properly submitted notices of alleged copyright infringement that comply with applicable law. In the event that a person or entity has a good faith belief that any materials provided on or in connection with the Company Platform infringe upon that person’s or entity’s copyright or other intellectual property right (such person or entity, a “**Complainant”**) and sends to Company a properly submitted copyright notice as indicated below, Company will investigate, and if it determines, in its discretion, that the material is infringing, Company will remove the content and may terminate the access of the User who posted such content to the Company Platform in the case of repeat infringers. All notices claiming an infringement of copyright rights must contain the following:

(i) Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the Complainant’s ownership of the work, should be included.

(ii) A statement specifically identifying the location of the infringing material, with enough detail that Company may find it on the Company Platform. Please note: it is not sufficient to merely provide a top level URL.

(iii) The complete name, address, telephone number and e-mail address of Complainant.

(iv) A statement that Complainant has a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.

(v) A statement that the information contained in the notification is accurate, and under the penalty of perjury, Complainant is authorized to act on behalf of the owner of the copyright or other property rights that are allegedly infringed; (vi) A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property rights that are allegedly being infringed.

For notice of alleged copyright infringement, you may contact our Copyright Agent at helpKNX.com

**13. The Apps / Mobile Devices**

a. The Company Platform may allow you to access our services, download our Apps, upload content to the Company Platform, and receive messages on your mobile device (collectively “**Mobile Features”**). Your mobile device carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your mobile device carrier or mobile device. In addition, your mobile device carrier may charge you for standard messaging, data, and other fees to participate in Mobile Features. We have no responsibility or liability for any fees or charges you incur when using the Mobile Features. You should check with your mobile device carrier to find out whether any fees or charges will apply, what plans are available and how much they cost. You should also contact your mobile device carrier with any other questions regarding these issues.

b. You acknowledge that your use of the Apps is subject to any terms set forth in the terms of service of the third party providing the mobile device on which the Apps operate (e.g., Apple iOS or Android).

c. Company is not liable if you do not have a compatible mobile device or if you download the wrong version of an App for your mobile device. Company reserves the right to terminate the use of the Apps or any other aspect of the Company Platform should you be using the Apps or the Company Platform with an incompatible or unauthorized device.

**14. App Store Sourced Application.**

a. With respect to Apps accessed through or downloaded from the Apple App Store (**“App Store Sourced Application”**), you will use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS (Apple’s proprietary operating system software); and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. Company reserves all rights in and to the Apps not expressly granted to you under this Agreement.

b. You acknowledge and agree that (i) this Agreement is valid between you and Company only, and, that Apple is not a party to this Agreement other than as third-party beneficiary as contemplated below, and (ii) Company, not Apple, is solely responsible for the App Store Sourced Application and the Company Platform Content.

c. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services to you with respect to the App Store Sourced Application.

d. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the App Store Sourced Application.

e. Notwithstanding anything to the contrary herein, and subject to the terms in this Agreement, you acknowledge that, solely as between Apple and Company, Company and not Apple is responsible for addressing any claims you may have relating to the App Store Sourced Application, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

f. Further, you agree that if the App Store Sourced Application, or your possession and use of the App Store Sourced Application, infringes on a third party’s intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

g. You acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of this Agreement for App Store Sourced Applications, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement for App Store Sourced Applications against you as a third-party beneficiary thereof.

h. Without limiting any provisions of this Agreement, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

**15. Modifications to the Company Platform.** We reserve the right in our sole discretion to review, improve, modify or discontinue, temporarily or permanently, the Company Platform or any content or information on the Company Platform with or without notice. We will not be liable to any party for any modification or discontinuance of the Company Platform.

**16. Confidentiality.** The term “**Confidential Information”** shall mean any and all of Company’s trade secrets, confidential and proprietary information, personal information and all other information and data of Company that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. The Company Platform contains secured components that are accessible only to those who have been granted a user name and password by Company. Information contained within the secure components of the Company Platform is confidential and proprietary. You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of Company and agree that you will not use Confidential Information other than as necessary for you to make use of the Company Platform as expressly permitted by this Agreement and only during the term of this Agreement. You will not disclose or transfer (or seek to induce others to disclose or transfer) any Confidential Information for any purpose. You shall promptly notify Company in writing of any circumstances, which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall implement reasonable technical, physical and administrative safeguards to protect Confidential Information from loss or theft, as well as unauthorized access, disclosure, copying, transfer, modification or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Company upon termination of this Agreement for any reason whatsoever.

**17. Disclaimer of Warranties; Limitation on Liability.**

a. **USE OF THE COMPANY PLATFORM IS ENTIRELY AT YOUR OWN RISK.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PLATFORM IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE COMPANY PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO ANY CONTENT AVAILABLE IN OR THROUGH THE COMPANY PLATFORM; NOR DO THEY MAKE ANY WARRANTY AS TO ANY SERVICE PROVIDER’S REGISTRATION, SERVICE PROVIDER ACCREDITATION OR LICENSE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE COMPANY PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, QUALITY, SUITABILITY, SAFETY, COMPLETENESS OR CONTENT OF THE SERVICES, OR ANY CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE COMPANY PLATFORM OR THIS AGREEMENT. ACCESS TO THE COMPANY PLATFORM IS PROVIDED FREE OF CHARGE AS A COURTESY. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE COMPANY PLATFORM (INCLUDING BUT NOT LIMITED TO THE CONDUCT OF ANY REQUESTERS OR SERVICE PROVIDERS). NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE COMPANY PLATFORM IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. COMPANY AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY INFORMATION, PERSONAL OR OTHERWISE, SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

b. **NO LIABILITY.** YOU AGREE NOT TO HOLD COMPANY, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES’ AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS (COLLECTIVELY, “**MEMBERS”**) LIABLE FOR ANY DAMAGES, EXPENSES, LOSSES, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, “**LIABILITIES”**) THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR USE OF OR INABILITY TO USE THE COMPANY PLATFORM, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT, ACTS OF PHYSICAL VIOLENCE, AND LOSS OR DESTRUCTION OF PERSONAL PROPERTY), SERVICES, ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY COMPANY OR MEMBERS, AND ANY DESTRUCTION OF YOUR INFORMATION. UNDER NO CIRCUMSTANCES WILL COMPANY OR MEMBERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE COMPANY PLATFORM OR ANY SERVICES, EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. EXCEPT AS EXPRESSLY PERMITTED UNDER THE TERMS OF THE COMPANY’S HAPPINESS GUARANTEE, UNDER NO CIRCUMSTANCES WILL COMPANY OR MEMBERS BE LIABLE FOR ANY DIRECT DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE COMPANY PLATFORM OR ANY SERVICES, EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. COMPANY AND MEMBERS DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED IN CONNECTION WITH THE COMPANY PLATFORM, THE SERVICES OR THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT COMPANY OR MEMBERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO COMPANY DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE.

c. **RELEASE.** COMPANY AND MEMBERS EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF THE COMPANY PLATFORM. THE COMPANY PLATFORM IS ONLY A VENUE FOR CONNECTING USERS. TO THE EXTENT THAT THE COMPANY PLATFORM CONNECTS A USER TO A THIRD PARTY PROVIDER FOR THE PURPOSES OF PROVIDING SERVICES HEREUNDER, COMPANY WILL NOT BE RESPONSIBLE FOR ASSESSING THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY PROVIDERS AND YOU EXPRESSLY WAIVE AND RELEASE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY SERVICE PROVIDER. BECAUSE COMPANY IS NOT INVOLVED IN THE ACTUAL CONTACT BETWEEN USERS OR IN THE COMPLETION OF ANY SERVICE, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE COMPANY AND MEMBERS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES (ACTUAL, DIRECT OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER ANY PROVISION OF STATE LAW TO THE EFFECT THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

d. **ADDITIONAL DISCLAIMER.**  THE QUALITY OF THE SERVICES SCHEDULED OR REQUESTED THROUGH THE USE OF THE COMPANY PLATFORM IS ENTIRELY THE RESPONSIBILITY OF THE SERVICE PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE COMPANY PLATFORM, YOU MAY BE EXPOSED TO SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE COMPANY PLATFORM, AND SUCH SERVICE PROVIDER, AT YOUR OWN RISK.

NOTHING IN THIS AGREEMENT OR THE COMPANY PLATFORM CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND. IF YOU REQUIRE ADVICE IN RELATION TO ANY LEGAL, FINANCIAL OR MEDICAL MATTER YOU SHOULD CONSULT AN APPROPRIATE SERVICE PROVIDER.

BY USING THE COMPANY PLATFORM, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT BELIEVE THEY ARE REASONABLE, YOU MUST NOT USE THE COMPANY PLATFORM.

YOU ACCEPT THAT, AS A LIMITED LIABILITY COMPANY, COMPANY HAS AN INTEREST IN LIMITING THE PERSONAL LIABILITY OF ITS OFFICERS, DIRECTORS AND EMPLOYEES. YOU AGREE THAT YOU WILL NOT BRING ANY CLAIM PERSONALLY AGAINST COMPANY’S OFFICERS, DIRECTORS OR EMPLOYEES IN CONNECTION WITH ANY DISPUTE, LOSS OR DAMAGE. WITHOUT PREJUDICE TO THE FOREGOING, YOU AGREE THAT THE LIMITATIONS OF WARRANTIES AND LIABILITY SET OUT IN THIS AGREEMENT WILL PROTECT THE COMPANY’S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS AND SUB-CONTRACTORS AS WELL AS COMPANY.

EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS ENTERED INTO THIS AGREEMENT RELYING ON THE LIMITATIONS OF LIABILITY STATED HEREIN AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**18. Indemnification.** You hereby agree to indemnify, defend, and hold harmless Company, its licensors, and each such party’s directors, officers, parent organizations, subsidiaries, affiliates, members, employees, agents, attorneys, independent contractors and vendors from and against any and all claims, losses, expenses, liabilities, damages or demands (including attorneys’ fees and costs incurred), in connection with or resulting from, directly or indirectly: (i) your use or misuse of or inability to use the Company Platform or any Service, (ii) your violation of this Agreement, (iii) your violation of any applicable law or regulation; (iv) your violation of the rights of another (including but not limited to Service Providers), and (v) Your Information and content that you submit or transmit through the Company Platform. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any such claim or matter without the prior written consent of Company.

**19. Dispute Resolution.**

a. Informal Negotiations. To expedite resolution and reduce the cost of any dispute, controversy or claim, past, present, or future, between you and Company, including without limitation any dispute or claim related to or arising out of this Agreement (**“Dispute”**), you and Company may attempt to negotiate any Dispute informally (the “**Informal Negotiations”**) before initiating any court proceeding. Such Informal Negotiations will commence upon written notice. Your address for any notices under this section is your email address and/or physical address that you have provided to Company. Company’s address for such notices is helpKNX.com.

b. WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION.

You and Company agree to bring any Dispute on an individual basis only, and not as a class or collective action. There will be no right or authority for any Dispute to be brought or heard as a class or collective action (**“Class Action Waiver”**).

**20. Governing Law; Jurisdiction.** This Agreement is governed and interpreted pursuant to the laws of the State of North Carolina, United States of America, notwithstanding any principles of conflicts of law. You agree to submit to the personal and exclusive jurisdiction and venue of the courts located within the county of Wake, North Carolina.

**21. Assignment.** This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (i) to a parent or subsidiary, (ii) to an acquirer of assets, or (iii) to any other successor or acquirer. Any assignment in violation of this section shall be null and void. This Agreement shall inure to the benefit of permitted successors and assigns.

**22. General Provisions.** All provisions that should by their nature survive the expiration or termination of this Agreement, including without limitation, Sections 8, 11 and 15-23, shall so survive. No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement. A failure by us to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and Company with respect to its subject matter. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement. You agree that regardless of any statute or law to the contrary, any Dispute, claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such Dispute, claim or cause of action arose or be forever barred. All notices provided by a party in connection with this Agreement will be deemed given as of the day they are received either by email, messenger, delivery service, or in the U.S. Mail, postage prepaid, certified or registered, return receipt requested, and addressed as follows: Your address for such notices is your email address and/or physical address that you have provided to Company. Company’s address for such notices is: helpKNX.com. The captions in this Agreement are solely for convenience and shall not affect the interpretation of this Agreement. This Agreement shall not be modified except in writing signed by both parties or by means of a new posting by Company, as described below. This Agreement shall be interpreted as if jointly drafted by the parties. Company shall have no liability to you for any failure or delay in performing its obligations in this Agreement where such failure or delay is caused by an event or circumstance beyond Company’s reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, failure of Service Providers to perform, flood, fire, explosion, acts of terrorism or accident.

**23. Changes to this Agreement.** We reserve the right, at our sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at any time, effective with or without prior notice. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Company Platform. Your continued use of the Company Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes.

**24. Severability** These Terms shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

**25. Contact Information.** If you have any questions regarding this Agreement, please contact us at helpKNX.com.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THESE TERMS OF USE AND PRIVACY POLICY, AND AGREE THAT MY USE OF THE COMPANY PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Last updated: **February 28, 2022**