

Terms Of Use

Acceptance of Terms of Use

The Kintock Group, Inc., The Kintock Group of New Jersey, Inc. and their affiliates (collectively, “Kintock,” the “Company,” “we,” “us,” and “our”) provide information and services via the Company website, www.kintock.org (the “Website”) to you, the user (“you” and “your”). These Terms of Use apply to your use of the Website, including any content, functionality, and services offered on or through the Website, whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must exit the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. You are encouraged to check this page from time to time to take notice of any changes we make, as they are binding on your use of the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to any changes.

Accessing the Website and Account Security

By using or visiting the Website, you represent and warrant that you are 18 years of age or older.

We reserve the right to withdraw or amend the Website and any service or material we provide on the Website, in our sole discretion, with or without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to portions of the Website or the entirety of the Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website. You are responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Terms of Use and that they comply with them.

To access the Website or any of the resources offered on the Website, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

Protecting your privacy is important to us. We use commercially reasonable efforts to protect the information you provide to us; however, the security of information transmitted through the Internet can never be guaranteed. We are not responsible for any interception or interruption of any communications through the Internet or the Website or for changes to or losses of data. In addition, you acknowledge and agree that any information or data you submit to the Website shall become the property of the Company.

If in our opinion you have failed to comply with any provision of these Terms of Use, we may suspend and/or terminate your access to and use of the Website with or without notice.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including, but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You are permitted to use the Website for your personal, non-commercial use only, or, solely if applicable, your legitimate business purposes related to your role as a current or prospective client or business partner of the Company. Except as specifically permitted by us, you may not copy, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website, except to: (1) store copies of such materials temporarily in RAM, (2) store files that are automatically cached by your browser for display enhancement purposes or (3) print a reasonable number of pages of the Website for a permitted use.

You may not reproduce, sell, or exploit for any commercial purposes any part of the Website, access to the Website, or use of the Website or any services or materials available through the Website. If you print, copy, modify, download or otherwise use any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you and all rights not expressly granted to you are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Company Trademarks

The Company's name and logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its licensors. You may not use such marks without the prior written permission of the Company. All other names, brands and marks are used for identification purposes only and are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website: (1) 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 U.S. or other countries), (2) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way, (3) to send, knowingly receive, upload, download, use or re-use any material that does not comply with the Content Standards set out below in these Terms of Use, (4) to transmit or procure the sending of any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation, (5) to impersonate or attempt to impersonate the Company or a Company employee, another user or person or entity (including, without limitation, the use of e-mail addresses or

screen names associated with any of the foregoing) or (6) 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 the Company or users of the Website or expose them to liability.

Additionally, you agree not to: (1) use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, (2) use any robot, spider or other automatic device, process or means to access the Website for any purpose, including to monitor or copy any of the material on the Website, (3) 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, (4) use any device, software or routine that interferes with the proper working of the Website, (5) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful, (6) attempt to gain unauthorized access to, interfere with, damage or disrupt any portion of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website, (7) attack the Website via a denial-of-service attack or a distributed denial-of-service attack or (8) otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain certain interactive features (the “Interactive Services”) that allow you to submit, display, or transmit information or materials (collectively, “User Contributions”) on or through the Website. All User Contributions must comply with the Content Standards set out in these Terms of Use. Except for that information transmitted to us by users in connection with a Company employment opportunity, any User Contribution you post to the Website will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose to third parties any such material for any lawful purpose. Any information or data you submit to the Website shall become the property of the Company.

You represent and warrant that you own or control all rights in and to the User Contributions and have the right to grant the Company the license granted above. You represent and warrant that all of your User Contributions do and will comply with these Terms of Use, and you agree to defend, indemnify and hold harmless the Company and its licensors for any breach of that representation and warranty. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. Any content and/or opinions uploaded, expressed or submitted to the Website, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity submitting them and do not necessarily reflect to any extent the policies, values, viewpoint or culture of the Company. We are not responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We reserve the right to: (1) remove or reject any User Contributions for any or no reason in our sole discretion, (2) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion if we believe that such User Contribution violates these

Terms of Use, infringes upon any intellectual property right or other right, threatens the personal safety of users of the Website or the public, could create liability for the Company or is otherwise inappropriate, offensive or objectionable, (3) disclose your identity to any third party who claims that material submitted by you violates their rights, including their intellectual property rights or their right to privacy, (4) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website and (5) terminate your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate and comply with the requests and requirements of any governmental authorities including law enforcement or judicial orders directing us to disclose the identity of anyone posting any materials on or through the Website. YOU AGREE TO DEFEND THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ALL CLAIMS AGAINST THE COMPANY WHICH RESULT FROM OUR COOPERATION AND COMPLIANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENTAL AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website and we cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume 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 the exercise or failure to exercise any of the actions which we are entitled to take pursuant to these Terms of Use.

Content Standards

The content standards imposed by the Company apply to any and all User Contributions and Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions may not: (1) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable, (2) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or other protected class, (3) infringe upon any patent, trademark, trade secret, copyright or other intellectual property rights of the Company or any other entity or person, (4) violate the legal rights (including the right of 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, (5) be likely to deceive any person, (6) promote any illegal activity, or advocate, promote or assist any unlawful act, (7) cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person or (8) be used to impersonate any person, or to misrepresent your identity or affiliation with any person or organization.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes and personal use. We do not warrant the accuracy, completeness, or

usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim 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.

Changes to the Website

We may update the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material. We may change the Website at any time with or without notice. We may suspend access to the Website or close it indefinitely.

Information About You and Your Visits to the Website

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You represent and warrant that all data provided by you is accurate.

Linking to the Website

You may link to our Website'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 our part where none exists. You must not establish a link from any website that is not owned by you. Additionally, the website from which you are linking must comply in all respects with the Content Standards set out in these Terms of Use.

The Website may not be framed on any other site nor may you create a link to any part of the Website other than the homepage. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission with or without notice.

Links from the Website

The Website contains links to other sites and resources provided by third parties, which links are provided for your convenience only. We have no control over the content of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of it. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. Additionally, any reference made on the Website to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not indicate or imply that the Company or any Company employee endorses, recommends, or favors the item mentioned. The views and opinions expressed on the Website do not necessarily state or reflect those of the Company and shall not be used for advertising or product endorsement purposes.

Geographic Restrictions

The owner of the Website is based in the state of Pennsylvania in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do 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 Website for any reconstruction of any lost data. WE ARE NOT 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 INFORMATION OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR INFORMATION OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR INFORMATION OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY 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 THE WEBSITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR INFORMATION OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE THE WEBSITE, ANY THIRD PARTY WEBSITES LINKED TO THE COMPANY'S WEBSITE OR ANY CONTENT ON THE WEBSITE 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.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its licensors, and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms of Use or your use of the Website, including, without limitation, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

These Terms of Use and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule.

Except with respect to the enforcement of equitable rights, which actions may be brought in any court having proper jurisdiction, any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in Montgomery County, Pennsylvania. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. In the event of litigation between the parties with respect to these Terms of Use or your use of the Website, the prevailing party shall be entitled to recover its attorneys' fees and costs from the non-prevailing party.

Waiver and Severability

No waiver of these Terms of Use by the Company shall be deemed a further or continuing waiver of such term or condition or any other term or condition and any failure of the Company to assert

a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use or any portion thereof shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, then the validity, legality, and enforceability of the remaining provisions of these Terms of Use shall not in any way be affected or impaired thereby and to the fullest extent legally possible, the provisions of these Terms of Use shall be construed so as to give effect to the intent of any provision held invalid, illegal, or unenforceable.

Entire Agreement

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.