

Terms and Conditions

kgb: Terms of Service

1. DEFINITIONS AND GENERAL PROVISIONS.

In these Terms of Service:

” Websites” means all the websites owned and/or operated by us, including www.kgb.com.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND KGB. BY USING THE WEBSITES, YOU SIGNIFY YOUR AGREEMENT WITH THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. ANY REFERENCE TO “KGB” IN THIS AGREEMENT INCLUDES ANY DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OWNERS, AGENTS, LICENSORS OR LICENSEES OF KGB. AS USED IN THIS AGREEMENT, THE WORDS “YOU”, “YOUR”, AND “USER” REFER TO YOU AS THE PARTY AGREEING TO THE TERMS AND CONDITIONS TO USE THE SERVICE. THE WORDS “WE”, “US”, “OUR”, AND “COMPANY” AND ANY OTHER OBVIOUS REFERENCE THEREOF REFER TO KGB.

You must be at least 18 years old to use the Websites. By accessing or using the Websites, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions set forth herein. If you access or use the Websites on behalf of a company, entity or organization, you represent and warrant that you are an authorized representative of such company, entity, or organization with the authority to bind it to this Agreement. You understand that adult content may be found on our site or be provided through our Websites and that you may avoid the use of both if you choose.

2. YOUR RESPONSIBILITIES

2.1 You agree not to copy, reproduce, transmit, extract, adapt or distribute materials from the Websites, except for your own personal non-commercial use. All intellectual property rights in any material used by (including, without limitation, the trademark, kgb) or any other trademarks or logos displayed by us on the Websites are expressly reserved to us or our licensors.

2.2 You agree not to use the Websites to engage in any activity or for any purpose which is unlawful (including but not limited to asking questions which are defamatory or invasion of privacy, harassing, obscene, blasphemous or racist) or prohibited by this Agreement. You may not use the Websites in any manner which could damage, disable, overburden, or impair the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Websites. kgb, at its sole and absolute discretion, shall determine whether any information

transmitted or received violates this provision. You may not use any material in connection with any site or other use that contains or is associated with information or content prohibited by this Section 2.2 and Section 2.3 below.

2.3 It is a condition of your use of the Websites that you do not:

2.3.1 restrict or inhibit any other user from using and enjoying the Websites;

2.3.2 resell, redistribute, broadcast or transfer the information or use the information derived from the Websites in a searchable, machine-readable database;

2.3.3 use the Websites to collect personally identifying information about users of the Website in violation of our Privacy Policy; or

2.3.4 disguise a file type to thwart kgb's detection processes.

2.4 Under no circumstances will kgb be liable in any way for any communication including, but not limited to, liability for any errors or omissions in any communication, or for any loss or damage of any kind incurred as a result of the use of any communication posted, e-mailed, or otherwise transmitted via the Websites.

3. PROPRIETARY RIGHTS IN KGB CONTENT; LIMITED LICENSE.

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4. THIRD-PARTY WEBSITES AND CONTENT

The Websites contain (or you may be sent through the Websites) links to other websites (“Third Party Sites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the “Third Party Applications, Software or Content”). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Websites, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by us. If you decide to leave the Websites and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Websites or relating to any applications you use or install from the Websites.

5. DISCLAIMERS

5.1. THE WEBSITES AND ALL SITE CONTENT IS MADE AVAILABLE TO YOU ON AN “AS IS” BASIS. KGB MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO (1) THE OPERATION AND FUNCTIONALITY OF THE WEBSITES, (2) THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, SAFETY, AND IP RIGHTS OF ANY OF THE CONTENT ON THE WEBSITES, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF BUSINESS REVIEWS AND BUSINESS INFORMATION LISTED ON THE WEBSITES, AND (3) THE PRODUCTS AND SERVICES ASSOCIATED WITH THE WEBSITES OR CONTENT ON THE WEBSITES, INCLUDING BUT NOT LIMITED TO THE PRODUCTS AND SERVICES SOLD BY BUSINESSES LISTED ON THE WEBSITES. KGB FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU OBTAIN FROM KGB OR THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION, OR CONDITION NOT EXPRESSLY STATED HEREIN.

5.2. KGB SPECIFICALLY DISCLAIMS ALL LIABILITY RELATING TO YOUR USE OF THE WEBSITES AND CONTENT ON THE WEBSITES. ACCESS TO, AND USE OF, THE WEBSITES AND CONTENT ON THE WEBSITES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. KGB ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE WEBSITES.

5.3 YOUR COMMUNICATIONS OR DEALINGS WITH ANY OF THE BUSINESSES ON THE WEBSITES ARE SOLELY BETWEEN YOU AND SUCH BUSINESSES. KGB IS NOT RESPONSIBLE, AND DISCLAIMS ALL LIABILITY, FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY SUCH COMMUNICATIONS OR DEALINGS. KGB RESERVES THE RIGHT (BUT HAS NO OBLIGATION) TO MONITOR DISPUTES BETWEEN YOU AND SUCH BUSINESSES.

5.4. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS, OR CONDITIONS, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU RESIDE IN SUCH A JURISDICTION, THE ABOVE LIMITATIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

6. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT KGB SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (EVEN IF KGB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING IN CONNECTION WITH THE WEBSITES OR ANY LINKED SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, VIRUS, NETWORK OR SYSTEM FAILURE OR RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITES; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITES; OR (iv) ANY OTHER MATTER RELATING TO THE WEBSITES.

In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail of their essential purpose, you expressly agree that under no circumstances shall kgb's total liability to you or any party claiming by, through or under you for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence or strict liability, in the aggregate, exceed \$500 (U.S.).

7. INDEMNITY

You agree to indemnify and hold kgb, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your access to or use of the Websites, or (ii) the infringement by you of any intellectual property or other right of any person or entity. kgb reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of kgb. kgb will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

8. JURISDICTION; GOVERNING LAW

This Agreement shall be deemed and treated as though it were entered into, executed, and performed solely in New York and the laws of the State of New York, without regard for conflict of law rules thereof, apply to all matters relating to use of the Websites and shall without limitation govern this Agreement. You agree by use of the Websites to hereby submit to jurisdiction of the courts of New York with appropriate subject matter jurisdiction and that any conflict brought or filed concerning the this Agreement shall be brought in a court of competent jurisdiction in New York. In any legal action relating to enforcement or breach of this Agreement, the prevailing party shall be entitled to recovery of costs, fees and expenses of any action, including, without limitation, attorney fees and accounting fees.

9. MISCELLANEOUS.

This Agreement shall be interpreted according to its fair meaning and shall not be interpreted strictly against or for either party. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether, electronic, oral or written, between kgb and the user of the Websites. Headings used herein are for convenience only and shall not limit, control or add to the meaning of any term, provision or condition.