

# Genknow|me - Terms of Use

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The Sites may contain links allowing you to leave the Sites for other sites that are not under our control (“Linked Site”). Genknow|me provides the linked sites to you only as a convenience and does not endorse any Linked Sites. Genknow|me is not responsible for the contents or transmission of any Linked Site or any link contained in a Linked Site or for ensuring that the Linked Sites contain no errors or viruses. Genknow|me is not responsible for the terms of use or privacy practices of the Linked Sites or any link contained in the Linked Sites. Your linking to any Linked Site or any other off-site page or other site is entirely at your own risk. Genknow|me encourages you to carefully read the policies of each site you visit.

#### **5. Submitted Ideas**

While Genknow|me appreciates your interest in Genknow|me and the Sites, Genknow|me does not want and cannot accept any ideas or information you consider confidential and/or proprietary. Except with respect to your personally identifiable information (as expressly provided for in the Privacy Policy), all comments, suggestions, ideas, notes, drawings, concepts, or other information disclosed or offered to us by you through the Sites or in response to solicitations on the Sites shall be deemed to be non-confidential and non-proprietary and shall be the exclusive property of Genknow|me. Further, you understand and acknowledge that Genknow|me employs both internal and external resources, which may have developed or may in the future develop ideas identical to or similar to your suggestions or comments to suggestions and that Genknow|me is only willing to consider the suggestion on these terms. In any event, you acknowledge and agree that Genknow|me assumes no obligation of confidentiality or nondisclosure, express or implied by considering your suggestion or idea. Without limitation, Genknow|me shall exclusively own, and you hereby irrevocably transfer and assign to Genknow|me, all now known or hereafter existing rights in and to the suggestion, and Genknow|me shall be entitled to unrestricted use of the suggestion for any purpose whatsoever, commercial or otherwise without any form of compensation

#### **6. Disclaimers**

While we strive to make the Sites, Materials and the features, content and information provided through the Sites reasonably helpful, useful, reliable and current, you understand and agree that your access to and use of the Sites, the Materials, and all information available through the Sites are at your own initiative and risk. We do not promise, covenant, represent, warrant or guarantee that you or any other user of the Sites will obtain any particular or tangible result or goal through the use of the Sites, or obtain any other product or service in connection with the use of the Sites.

Without limiting the foregoing, the Sites, the Materials and all other features on the Sites are provided to you “AS IS” and “AS AVAILABLE” without warranty of any kind with respect to the Site and/or Materials, either express or implied, including but not limited to, fitness for a particular purpose, title, or non-infringement. Should applicable law not permit the foregoing exclusion of express or implied warranties, then Genknow|me hereby grants the minimum express or implied warranty required by such applicable law. No advice or information, whether oral or written, obtained by you from Genknow|me, its employees, agents, suppliers or any other persons shall create any warranty, representation or guarantee not expressly stated in this section. Additionally, Genknow|me does not make any warranties that the Site will be uninterrupted, secure or error free or that your use of the Site will meet your expectations, or that the Site, Materials, or any portion thereof, is correct, accurate, or reliable. Genknow|me reserves the right to change any part of the Site at anytime without notice.

## **7. Limitation of Liability**

In no event shall Genknow|me, its contractors, suppliers, content-providers and other similar entities, and the officers, directors, employees, representatives and agents of each of the foregoing, be liable to you, your organization, or any other third-party for any loss, cost, damage, or other injury, whether in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with: (a) the use of, or reliance on, the site, the materials, or the information and content accessible on or through the site or through Genknow|me; or (b) the use, copying, or display of the site or the content or the transmission of information to or from the site over the internet. Under no circumstances shall Genknow|me, its contractors, suppliers content-providers and other similar entities, and the officers, directors, employees and agents of each of the foregoing, be liable to you, your organization, or any other third-party for any direct, indirect, consequential, incidental, punitive, special, or similar damages or costs (including, but not limited to, lost profits or data, loss of goodwill, loss of or damage to property, loss of use, business interruption and claims of third-parties) arising out of or in connection with these terms, the site, or any other cause beyond the control of Genknow|me, even if the Genknow|me was advised, knew, or should have known of the possibility of such damages or costs. In a jurisdiction that does not allow the exclusion or limitation of liability for certain damages, the liability of Genknow|me, its contractors, suppliers, content-providers, and other similar entities, and the officers, directors, employees, REPRESENTATIVES and agents of each of the foregoing, shall be limited in accordance with THESE TERMS to the fullest extent permitted by law. Without limiting any of the foregoing, if Genknow|me, its contractors, suppliers, content-providers, or other similar entities, or any of the officers, directors, employees, representatives, or agents of any of the foregoing, is found liable to you or to any third-party as a result of any claims or other matters arising under or in connection with these terms, the site, or the use of the site, the genknow|me and such parties’ cumulative, aggregate and maximum liability for all such claims and other matters in any calendar year shall not exceed \$100. The limitation of liability herein is a fundamental element of the basis of the bargain and reflects a fair allocation of risk. The site would not be provided without such limitations and you agree that the limitations and exclusions of liability, disclaimers and exclusive remedies specified herein will survive even if found to have failed in their essential purpose.

## **8. Indemnification**

You agree to indemnify, defend and hold Genknow|me, and the officers, directors, employees and agents of Genknow|me, harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees), brought by any third-party in connection with or arising out of content, data, or information that you submit, post to, or transmit through the Site or Genknow|me, your access to and use of the Content, the Site and other Materials available on or through the Site and Genknow|me, your violation of these Terms, or your violation of any rights of another. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms.

## **9. Updates to these Terms**

Please note that the Terms are subject to change by Genknow|me in its sole discretion at any time. When changes are made, Genknow|me will make a new copy of the Terms available at the Sites. We will also update the “Last Updated” date at the top of the Terms. Genknow|me may require you to provide consent to the updated Terms in a specified manner before further use of the Sites is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Sites. Otherwise, your continued use of the Sites constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

## **10. Miscellaneous**

These Terms and the Privacy Policy referenced herein (as each may be revised and amended at any time and from time-to-time according to their respective terms) collectively constitute the entire agreement with respect to your access to and use of the Sites, the Materials and any other information available on or through the Site or through the Genknow|me. Our electronically or otherwise properly stored copy of these Terms shall be deemed to be the true, complete, valid, authentic and enforceable copy of these Terms, and you agree that you shall not contest the admissibility or enforceability of Genknow|me' copy of these Terms in connection with any action or proceeding arising out of or relating to these Terms. Except as expressly provided for herein, these Terms do not confer any rights, remedies, or benefits upon any person other than you and the Genknow|me may assign its rights and duties under these Terms at any time to any third-party without notice. You may not assign these Terms without our prior written consent. These Terms shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Should any provision of these Terms be held to be void, invalid, unenforceable, or illegal by a proper legal authority, the validity and enforceability of the other provisions hereof shall not be affected. You are responsible for complying with any and all laws of the jurisdiction from which you are accessing the Site and any other jurisdiction whose laws apply to you or your actions. You agree that you will not access or use the Site, the Content, or any other information or materials on the Site in violation of the aforementioned laws or these Terms.

## **11. Questions, Complaints, Claims.**

If you have any questions, complaints or claims with respect to the Sites, Materials or any information available therein, please contact us at: [info@genknowme.com](mailto:info@genknowme.com). We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

