

## **TERMS OF USE**

Last Updated: July 16, 2020

Welcome to a Website brought to you by Kansas Center for Entrepreneurship, Inc. doing business as NetWork Kansas (“NetWork Kansas,” “we”, “our” or “us”). The following Terms (the “Terms”) govern the use of the [www.networkkansas.com](http://www.networkkansas.com) Website (the “Website”). By using the Website, you agree to NetWork Kansas’s Privacy Policy (to view our Privacy Policy click here) and the Terms. If you do not agree to any part of the Privacy Policy or to these Terms, please do not use the Website.

The Website is intended for use exclusively by persons 18 years of age or older, or those who possess legal parental or guardian consent, and are fully able and competent to enter into these Terms. By accessing or in any way using the Website, you affirm that you are 18 years of age or older or have consent by your legal parents or guardians and have the authority to enter into the Terms. You affirm that you are 13 years of age or older as the Website is not intended for children under 13. If you are under the age of 13, do not use the Website. You affirm that you are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. And you agree to abide by and comply with these Terms.

### ***The Website Content***

Unless otherwise attributed, all materials provided by NetWork Kansas contained in the Website (“NetWork Kansas Content”) are the copyrighted or trademarked property of NetWork Kansas. NetWork Kansas Content may be accessed, downloaded, printed, or transmitted only for personal, non-commercial use. You may not download, republish, retransmit, reproduce, or otherwise use any images on the Website as a stand-alone file. NetWork Kansas Content may not be used or redistributed for commercial purposes. You may not download, copy, reproduce, distribute, modify, display, republish, transmit, repost, upload, or otherwise use NetWork Kansas Content in any way or for any other purpose without the prior express written permission of NetWork Kansas. To request such permission, you may contact us at [info@networkkansas.com](mailto:info@networkkansas.com). Furthermore, under no circumstances may you add, delete, distort, or otherwise misrepresent any NetWork Kansas Content.

The trademarks used in the Website are owned by NetWork Kansas or their respective trademark owners. The names of actual companies and products mentioned may be the trademarks of their respective owners. Nothing on the Website should be construed to grant implicitly, by estoppel, or otherwise in right or license to use and of NetWork Kansas’s trade names, trademarks, or services marks with the express prior consent of NetWork Kansas. You may not use any of the previously mentioned or other trademarks displayed anywhere on the Website or in any NetWork Kansas Content. All rights are reserved.

Any and all attempts to distort, misrepresent, or modify any NetWork Kansas Content or to defeat or circumvent the Website’s technical security measures are prohibited without NetWork Kansas’s prior express written permission.

## ***Rules of Conduct***

While using the Website you agree to comply with all applicable laws. You also agree to respect other users of the Website.

Furthermore, you will not to use the Website to:

- Upload, post, email, transmit, or otherwise make available or send through, including linking to, the Website anything that:
  - Is unlawful, threatening, harassing, abusive, obscene, vulgar, harmful, tortious, defamatory, libelous, false, invasive of another's privacy, hateful racially, ethnically, or otherwise, or in any other way objectionable;
  - You do not have the legal or contractual right to make available pursuant to any law, or under any contractual or fiduciary relationship (such as inside information, proprietary information, and confidential information, learned or disclosed as part of employment relationships or under nondisclosure agreements); or
  - Infringes on any patent, trademark, trade secret, copyright, or other proprietary or property rights of any party.
  - Upload, post, email, transmit, or otherwise make available any material or communications that may be deemed, within the meaning of applicable law, to be electioneering communications, intervention in a political or electoral campaign, or lobbying;
  - Harm minors in any way;
  - Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - Post any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation unauthorized by the law or NetWork Kansas;
  - Post any material that contains software malware or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
  - Interfere with or disrupt the Website or servers or networks connected to the site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website;
  - Launch any automated system, including without limitation, "robots," "spiders," or "offline readers" that accesses the Website in a manner that sends more request messages to the Website's servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;

- Notwithstanding the foregoing, NetWork Kansas grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. NetWork Kansas reserves the right to revoke these exceptions either generally or in specific cases.
- Violate any applicable local, state, national, or international law, intentionally or unintentionally; or
- Collect or store personal data about users.

NetWork Kansas reserves the right to remove any and all content, including but not limited to: NetWork Kansas Content, user-submitted content, and/or any other content related to the Website at any time without prior notice. Further, NetWork Kansas reserves the right to deny access to any user at any time without any prior notice for violation of these Terms. Content you submit, including but not limited to remarks, suggestions, ideas, graphics, or comments, that violates these Terms, in the sole discretion of NetWork Kansas, may be removed.

#### ***Disclaimer of Warranties***

You agree that your use of the Website shall be at your sole risk. To the fullest extent permitted by law, NetWork Kansas, its affiliates, members, officers, directors, employees, and agents, disclaim all warranties, express or implied, in connection with the Website and your use thereof. NetWork Kansas makes no warranties or representations about the accuracy or completeness of content of the Website or the content of any sites linked to by the Website and assumes no liability or responsibility for any:

- Errors, mistakes, or inaccuracies of content;
- Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website;
- Any unauthorized access to or use of NetWork Kansas's secure servers and/or any and all personal information and/or financial information stored therein;
- Any interruption or cessation of transmission to or from the Website;
- Any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Website by any third party; and/or
- Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Website.

NetWork Kansas does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Website, through any hyperlinked Website, or featured in any banner or other advertising, and NetWork Kansas will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

As with the purchase of a product or service through any medium or in any environment, you should always use your best judgment and exercise caution where appropriate.

### ***LIMITATION OF LIABILITY***

NEITHER NETWORK KANSAS NOR ANY OF ITS AFFILIATES, DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, OR CONSULTANTS ARE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING FROM OR IN ANY WAY RELATING TO NETWORK KANSAS, THE WEBSITE, MATERIALS CONTAINED THEREIN, OR ANY CONTENT OR SERVICE LINKED THEREIN AND/OR THAT RESULT FROM: (1) THE USE OF, OR INABILITY TO USE, THE WEBSITE OR NETWORK KANSAS CONTENT; (2) THE ACTIONS OR CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY PERSON OR ENTITY, EVEN IF NETWORK KANSAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE WILL NETWORK KANSAS ITS AFFILIATES, DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, OR CONSULTANTS BE RESPONSIBLE OR LIABLE FOR ANY FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND NETWORK KANSAS'S REASONABLE CONTROL.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT NETWORK KANSAS WILL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

THE WEBSITE IS CONTROLLED AND OFFERED BY NETWORK KANSAS FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA. NETWORK KANSAS MAKES NO REPRESENTATIONS THAT THE WEBSITE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE WEBSITE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN RISK, ACCORDING TO THEIR OWN VOLITION, AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

CERTAIN STATE LAWS MAY NOT ALLOW NETWORK KANSAS TO LIMIT OR EXCLUDE LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF YOU LIVE IN A STATE WHOSE LAWS IN SOME CASES PROHIBIT LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATION ARGUABLY MAY NOT APPLY TO YOU. BUT, IN ANY EVENT, NETWORK KANSAS'S LIABILITY TO YOU FOR ANY AND ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS OF ANY KIND WILL NOT BE GREATER THAN THE AMOUNT YOU PAID TO ACCESS THE WEBSITE.

### ***Indemnity***

You agree to indemnify and hold harmless NetWork Kansas, its affiliates, related parties, officers, directors, members, employees, trustees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable attorney's fees, that may be made by any third party, that is due to or arising out of your conduct or connection with the Website or service, your

submission of content, your violation of any applicable law or these Terms, or any other violation of the rights of another person or party.

### ***Submitting Content to the Site***

NetWork Kansas receives a perpetual, worldwide, unlimited, royalty-free, and irrevocable license to make any lawful use (including, but not limited to, commercial use) of any content submitted to this site, including but not limited to remarks, suggestions, ideas, graphics, or comments. Any and all such submitted content is subject to these Terms.

If any portion of the content posted by any visitor is found by NetWork Kansas to be in violation of any the policies of the Website, including these Terms, at any time, NetWork Kansas reserves the right to modify or remove such content or delete such submissions at any time without prior notice.

**Your Representations and Warranties:** By submitting content to NetWork Kansas servers, you represent and warrant that all such submitted content complies with all applicable laws and Website policies, including these Terms. Furthermore, by submitting content, you represent and warrant that you own the copyright and all applicable intellectual property rights in all submitted content and have all necessary permissions from any persons or places depicted therein to upload the content and to grant to NetWork Kansas an irrevocable license to use the submitted content according to NetWork Kansas's sole discretion, including but not limited to use in connection with third-party websites such as Facebook.com, YouTube.com, or any other Website NetWork Kansas deems appropriate. You warrant that NetWork Kansas does not need to treat any such submitted content as confidential or proprietary, and you agree that you cannot and will not sue NetWork Kansas for using or republishing in any manner any content or ideas you submit to NetWork Kansas.

**Your Grant of Rights/License to NetWork Kansas:** By submitting content to the Website you grant NetWork Kansas (and its successors, assigns, licensees, agents, and affiliates) a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Website to modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer, and sell such content in any format either now known or hereafter created, and to use any information identifying the author provided in connection with that content, wholly in accordance with NetWork Kansas's sole discretion. You expressly grant NetWork Kansas the right to repost any such submitted content in any modified or unmodified form, without any further authorization from you, to other websites or media NetWork Kansas deems appropriate, including but not limited to, Facebook.com and YouTube.com.

### ***DMCA Notice and Takedown***

As required by the Digital Millennium Copyright Act Section 512(c)(2), if you believe that any material on the Website infringes your copyright, you must send a notice of claimed infringement to NetWork Kansas's Designated Agent at the following address:

NetWork Kansas  
P.O. Box 877  
Andover, KS 67002

Written Notice: To be effective, Section 512(c)(3)(A) of Title 17 of the United States Code requires that your notification of claimed infringement be a written communication provided to NetWork Kansas and that it include each of the following elements:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Information to contact you, including your name, address, telephone number and, if available, your email address.
- A description of each work claimed to have been infringed, including any relevant information about the infringing activity.
- A description of the infringing activity or of the work that is claimed to be infringing and information about the location on the Website (or, if the infringing information is located on another Website linked to through the Website, information about the location of the link or reference on the Website) where the alleged infringement is occurring that is reasonably sufficient to allow us to locate the infringing material.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement, under the penalty of perjury, that the information in the notice of claimed infringement is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

NetWork Kansas does not permit copyright infringing activities and infringement of intellectual property rights on the Website and NetWork Kansas will remove the infringing content if properly notified of infringement. As stated above, NetWork Kansas reserves the right to remove any and all content and user submissions without prior notice.

Counter-Notice: If you believe that your submitted content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your submission, you may send a counter-notice containing the following information to NetWork Kansas's Designated Agent:

- A physical or electronic signature.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

- A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- Your name, address, telephone number, email address, and a statement that you consent to the jurisdiction of the federal court in Wichita, Kansas, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by NetWork Kansas's Designated Agent, NetWork Kansas may provide the person who submitted the original DMCA Notice against the organization or individual accused of infringing on the copyrighted works a copy of the counter-notice informing that person that he or she may replace the removed content or that NetWork Kansas will cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at NetWork Kansas's sole discretion.

### ***Links to Other Sites***

The Website may contain hyperlinks to websites operated by other parties. You agree not to hold NetWork Kansas responsible for the content or operation of any and all such third party websites. A hyperlink from the Website to another Website, or from another Website to the Website, does not imply or mean that NetWork Kansas endorses the content on that Website or the operator or operations of that site. You are solely responsible for determining the extent to which you may or should use any content located at any other websites to which you might link from the Website. Additionally, any link to a third-party site submitted or posted by you must not in any way represent that you have received the endorsement, sponsorship or support of NetWork Kansas or NetWork Kansas's respective employees, agents, or directors.

### ***Termination***

NetWork Kansas or you may terminate this agreement at any time. You may terminate this agreement by destroying: (a) all materials obtained from all the Website and (b) all related documentation and all copies and installations. NetWork Kansas may terminate this agreement immediately without notice if, in its sole judgment, you breach any term or condition of these Terms. Upon termination, you must destroy all such materials.

### ***Modification of the Terms***

Although we may attempt to notify you when material changes are made to our Privacy Policy or these Terms, you should periodically review the most updated versions. NetWork Kansas may, in NetWork Kansas's sole discretion, modify, or revise the Privacy Policy and these Terms at any time, and you agree to be bound by such modifications or revisions. Your continued use of the Website indicates your acceptance of the Privacy Policy, these Terms, and any changes to the Privacy Policy and Terms.

## **Miscellaneous**

This is the entire agreement between the parties relating to the use of the Website.

These Terms shall be governed by, and construed and enforced in accordance with, the laws of the State of Kansas without regard to the conflict of laws rules of the State of Kansas or any other jurisdiction that would call for the application of the laws of any jurisdiction other than the State of Kansas.

Except as provided below for injunctive relief, each party hereto hereby irrevocably consents, for itself and its legal representatives, partners, successors and assigns, to the exclusive jurisdiction of the Courts of the State of Kansas for all purposes in connection with any action or proceeding that arises from or relates to these Terms, and further agrees that, any action arising from or relating to these Terms shall be instituted and prosecuted only in the courts of the State of Kansas. Nothing in this Section shall prevent any party from seeking injunctive relief in any court of competent jurisdiction.

You may not transfer or assign any rights and licenses granted in these Terms, however, any such rights and licenses may be transferred or assigned by NetWork Kansas without restriction.

You agree that any claim or cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such claim or cause of action is permanently barred.

If any part of these Terms is unlawful, void, or otherwise unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Any possible evidence of use of the Website for illegal purposes will be provided to law enforcement authorities.

If you need to contact NetWork Kansas, please email us at [info@networkkansas.com](mailto:info@networkkansas.com) or by mail at:

NetWork Kansas  
P.O. Box 877  
Andover, KS 67002