

KOVE
TERMS OF USE

Acceptance of Terms of Use

Welcome to Kove IO, Inc. (the “**Company**” or “**we**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of our websites and any content, features, functionality, products and services offered on or through our websites (the “**Website**”), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start using the Website or any Company Product (as defined below). **By using any Company Product or the Website, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <http://kove.net/legal/privacy>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

Furthermore, the Website and any Company Product is offered and available to users who are 13 years of age or older. By using the Website or any Company Product, you represent and warrant that you meet such eligibility requirement.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately upon posting and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Website.

Your continued use of the Website or any Company Product following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend the Website, and any service or material we provide thereon, in our sole discretion 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 some or all of the Website.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website
- Ensuring that all persons who access the Website through your internet connection are aware of, and comply with, these Terms of Use.

To access certain features of the Website, including without limitation any software downloads, you may be asked to provide your name, contact information, affiliation information and certain other 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. You agree that all information you provide to register with the Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. You may not download any software from the Website without the Company’s express authorization. The Company has the right to permit, restrict or otherwise limit your ability to download any software from the Website, at any time in our sole discretion for any or no reason.

If you choose, or are provided with, a user name, password or any other information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use

particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) is owned by the Company, its licensors or other providers of such material and is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website or any Company Product for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website or any Company Product, except as follows:

- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from the Website
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website, including without limitation any Company Product.

If you wish to make any use of material on the Website other than that set out in this section, please use the request form, describing your needs in the comments field.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website or any Company Product in breach of these Terms of Use, your right to use the Website or such Company Product 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 is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website or any Company Product not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Company name, the terms Kove®, 1<0®, XPD®, the Company logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website and any Company Product only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise

- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use
- 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
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using an email address or user name associated with any of the foregoing)
- 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:

- Download any software from the Website without prior express authorization from the Company (see *Accessing the Website and Account Security*)
- Use the Website or any Company Product 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)
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including such party's ability to engage in real-time activities through the Website
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website
- 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
- Use any device, software or routine that interferes with the proper working of the Website
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack
- Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Website.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to your User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contribution you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contribution posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contribution for any or no reason in our sole discretion
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or any Company Product
- Terminate or suspend 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 with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website or 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 performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of 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 must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person
- Violate the legal rights (including the rights of publicity and 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 or our Privacy Policy
- Be likely to deceive any person
- Promote any illegal activity or advocate, promote or assist any unlawful act

- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person
- Impersonate any person or misrepresent your identity or affiliation with any person or organization
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising
- Give the impression that they emanate from or are endorsed by us or any other person or entity if that is not the case.

Copyright Infringement

If you believe that any User Contribution violates your copyright, please send us a notice of copyright infringement. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (*17 U.S.C. § 512*) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

- Your physical or electronic signature
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, email address)
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law
- A statement that the information in the written notice is accurate
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is: Legal Department, Kove IO, Inc., 14 N Peoria – 2H, Chicago, IL 60607.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is the policy of the Company to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. 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.

The Website includes content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, 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 providing such materials. Such materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on 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.

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.

Purchases and Other Terms and Conditions

All purchases or other transactions for the sale of goods, services or information from the Company, through the Website, in person, by phone, facsimile or otherwise, are governed by these Terms of Use, the terms set forth on the relevant pages of the Website, and any other terms and conditions referenced therein, unless we enter into a separate written agreement executed by an officer of Company that expressly provides otherwise.

Additional terms and conditions may apply to specific portions, services or features of the Website or certain products or services made available by the Company, including without limitation certain software or hardware of the Company. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

If you wish to purchase any product or service made available by the Company, through the Website, in person, by phone or facsimile or otherwise (each such purchase, a “**Transaction**,” and each such product or service, a “**Company Product**”), you may be asked to supply certain information relevant to your Transaction including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to the Company the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf.

We generally do not charge your credit card until after your order has entered the delivery process. You may see a temporary charge for items purchased with a debit or bank check card immediately upon order confirmation. This is a standard practice to verify the validity of the card, and the charge will be removed when your item has been delivered and charged properly for the full amount. Please see the terms and conditions provided by the issuer of your card for further details. For your security, your billing name and address must match that of the credit card used for payment. We reserve the right to cancel any order that does not match these criteria.

Unless otherwise expressly set forth on the relevant page of the Website, all sales are final and fees paid are nonrefundable. You agree to pay all charges that may be incurred by you or on your behalf through the Website, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. You also agree to pay the applicable fees for services as they become due plus all related taxes (calculated based on the billing information you provide us at the time of purchase), and to reimburse us for all collection costs and interest for any overdue amounts. Failure to pay may result in the termination of your purchase. Depending on where you transact with us, the type of payment method used and where your payment method was issued, your transaction with us may be subject to foreign exchange fees or differences in prices, including because of exchange rates. We do not support all payment methods, currencies or locations for payment. If the payment method you use with us, such as a credit card, reaches its expiration date and you do not edit your payment method information or cancel your account, you authorize us to continue billing that payment method and you remain responsible for any uncollected amounts.

WE RESERVE THE RIGHT, AT ANY TIME, TO CHANGE OUR BILLING METHODS, EFFECTIVE IMMEDIATELY UPON POSTING ON THE WEBSITE OR BY EMAIL DELIVERY OR ANY DIRECT COMMUNICATION TO YOU. We also reserve the right, with or without prior notice, to bar any user from making or completing any or all Transaction(s) or refuse to provide any user with any product or service.

IT IS YOUR RESPONSIBILITY TO ASCERTAIN AND OBEY ALL APPLICABLE LOCAL, STATE, FEDERAL, AND INTERNATIONAL LAWS (INCLUDING MINIMUM AGE REQUIREMENTS) IN REGARD TO THE RECEIPT, POSSESSION, USE, AND SALE OF

ANY ITEM PURCHASED FROM THE COMPANY. BY PLACING AN ORDER, YOU REPRESENT THAT THE PRODUCTS ORDERED WILL BE USED ONLY IN A LAWFUL MANNER.

Goods Not for Resale or Export

You agree to comply with all applicable laws and regulations of the various states and of the United States. You represent and warrant that you are buying products or services from the Company for your own use only, and not for resale or export.

Linking to the Website

You may link to our 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 without our express written consent.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. 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.

Geographic Restrictions

The owner of the Website is based in the State of Illinois 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.

Limited Warranty

Company offers an express limited warranty on certain of its products. The terms and conditions of this warranty are set forth separately in a document delivered with such products.

Disclaimer of Warranties

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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 the Website for any reconstruction of any lost data. WE WILL NOT BE 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 COMPANY PRODUCT, OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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

Limitation on Liability

THE REMEDIES DESCRIBED HEREIN ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT OR SERVICE THAT YOU HAVE PURCHASED FROM THE COMPANY. EXCEPT AS PROVIDED HEREIN, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS 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 WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY COMPANY PRODUCT, 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 affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of any Company Product or the Website, including, but not limited to, your User Contributions, any use of the Website's content, products or services, other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website, any Company Product and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use, any Company Product or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, ANY COMPANY PRODUCT OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of 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 is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

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

Your Comments and Concerns

To provide feedback, comments, requests for technical support, and other communications relating to the Website (“**Feedback**”), please use <http://kove.net/contact>. You agree that all Feedback is entirely voluntary and that we shall be free to use and incorporate into the Website and our products and processes and otherwise exploit all Feedback without paying any royalty or additional consideration and without any other obligation or restriction of any kind to you on account of intellectual property rights or otherwise.

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