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- (II) HAVE READ THIS AGREEMENT AND HAVE AGREED TO BE LEGALLY BOUND BY THIS AGREEMENT; AND
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Without limiting the foregoing, the KC Scout Technology (including, but not limited to, the KC Scout Site) may contain offers for KC Scout or for the purchase or lease of

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## **Submission of Materials**

Other than personally identifiable information, which is addressed under our Privacy Statement, any and all comments, suggestions, ideas, graphics, or other information that you transmit to KC Scout through the KC Scout Technology ("Submission") become and will remain the sole and exclusive property of KC Scout and may be used by KC Scout anywhere, anytime and for any reason whatsoever. Personally identifiable information will also remain the property of KC Scout and may be used by KC Scout subject only to the Privacy Statement found on [www.kcscout.net](http://www.kcscout.net). To the extent KC Scout does not acquire ownership to your Submission, you hereby assign all right, title and interest in and to such information to KC Scout without the payment of any further consideration to you by KC Scout. You agree to execute any instruments and to do all things reasonably requested by KC Scout to vest in KC Scout all right, title and interest in and to your Submission. You also hereby irrevocably designate and appoint KC Scout and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any document and do any other lawfully permitted acts to further the purpose of the foregoing sentences with respect to the ownership of the Submission.

## **Passwords and Your Obligations**

You may be asked to register as a member on certain pages or services within the KC Scout Technology and to select a unique username and password in order to be able to access your account and use any of the KC Scout Technology. As a registered member, you are responsible for maintaining the confidentiality and security of your username and password and shall be responsible for all uses of your username and password, including, but not limited to, any purchases facilitated through the use thereof, whether or not in fact authorized by you. You agree to immediately notify KC Scout in writing of any breach of security, including, but not limited to, unauthorized use of your username or password. You also understand that exiting immediately from your account ( i.e. "logging off") at the end of each session will enhance your account security and that failure to do so may permit other persons having access to your computer to use, or modify, your account. If you permit any person to use your username and password, you may be liable for all activity and transactions made by that person including transactions for which you may not have intended to be liable.

Please notify us immediately of any unauthorized use of your user name and password through the Support service in [www.kcscout.net](http://www.kcscout.net) or via email to [Webmaster@kcscout.com](mailto:Webmaster@kcscout.com).

## Representations

Subject to the terms of use set forth herein, you may use the KC Scout Technology only for lawful purposes. The KC Scout Technology is subject to, and you agree that you shall at all times comply with, all applicable local, state, national, and international laws, statutes, rules, regulations and ordinances that are applicable to the use of the KC Scout Technology. You shall not transmit to the KC Scout Technology or use the KC Scout Technology to send, any material which could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, infringe on a third party's intellectual property right, offensive or disruptive (including, but not limited to, spam, offensive sexual, racial or gender related material, and material that violates KC Scout's then current policies). Even though KC Scout may monitor and review transmissions, we assume no responsibility or liability which may arise from the content thereof, including, but not limited to, claims for defamation, libel, slander, obscenity, pornography, profanity or misrepresentation.

## Security

The KC Scout Technology resides on the public internet. KC Scout uses commercially reasonable measures to protect the confidentiality and security of any communications transmitted to KC Scout and any information stored on servers controlled by KC Scout. Notwithstanding these efforts, KC Scout cannot guarantee the confidentiality and security of such electronic communications and storage devices used to store such information (including, personally identifiable information) and disclaims all liability arising therefrom.

Without limiting the foregoing, you shall not

- (i) violate or attempt to violate the security of the KC Scout Technology;
- (ii) access data or materials not intended for you;
- (iii) log into a server or account which you are not authorized to access;
- (iv) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; or
- (v) attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus to the KC Scout Technology, overloading, "flooding," "mailbombing" or "crashing" the KC Scout Technology.

Violations of system or network security may result in civil or criminal liability. KC Scout reserves the right to investigate occurrences that may involve such violations and may involve and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

## **Termination**

You agree that KC Scout, at its sole discretion, may terminate or suspend your access to and use of the KC Scout Technology (or any part thereof) at any time and for any reason whatsoever, including, but not limited to, for lack of use by you or if KC Scout believes that you have violated or acted inconsistently with the terms of use of this Agreement. KC Scout reserves the right at any time to modify or discontinue, temporarily or permanently your access to and use of the KC Scout Technology (or any part thereof) without notice. You agree that KC Scout shall not be liable to you or to any third party for any modification, suspension or discontinuance of your use of or access to the KC Scout Technology. Your obligations under this Agreement continue even after KC Scout such actions.

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Although KC Scout uses reasonable efforts to make available accurate, traffic information, you assume total responsibility and risk for use of the KC Scout Technology. To the extent you use any KC Scout Technology in connection with a handheld or telephone device, it is your responsibility to use your device safely at all times and not to be distracted while driving. THE KC SCOUT TECHNOLOGY IS PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANT OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE OR NON-INFRINGEMENT. KC Scout further does not warrant the accuracy, completeness, or timeliness of the materials within the KC Scout Technology. KC Scout may make changes to the materials in the KC Scout Technology, or to the products or services described in it, at any time without notice. Further, KC Scout, assumes no liability or responsibility for any errors or omissions in the content of the KC Scout Technology. The materials in the KC Scout Technology may be out of date, and KC Scout specifically disclaims any duty to update the information in the KC Scout Technology.

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SOME STATES DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR THE EXCLUSION OF LIABILITY FOR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN ALL CASES.

## **Indemnification by User**

You agree to indemnify and hold KC Scout and its agents, co-branders and their officers, directors, employees and agents ("KC Scout Parties") harmless from any liability, loss, claim, action, debt and expense, including, without limitation, attorneys' fees, and, you agree, at KC Scout's request, to defend the KC Scout Parties from and against any and all claims arising out of or relating to:

- (i) your use of (or inability to use) the KC Scout Technology;
- (ii) your breach of any of the representations, warranties, covenants or other terms of use set forth herein;
- (iii) the infringement by you, or any other person using your password and account, of any right of any person or entity including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy right;
- (iv) any other activities of yours attempted or accomplished using the KC Scout Technology;
- (v) any use of your account and password information;
- (vi) any use by the KC Scout Parties of your Submission; and
- (vii) your Submission and/or the KC Scout Parties, use of your Submission infringing on any intellectual property and/or proprietary right including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy right.

## **Confidentiality**

At all times during the term hereof and at all times thereafter, you shall keep confidential and not disclose, directly or indirectly, and shall not use for the benefit of yourself or any other individual or entity any Confidential Information of KC Scout. "Confidential

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## **Jurisdiction**

KC Scout does not imply that the materials published on or through the KC Scout Technology are designed or appropriate for use outside of the United States. If you access our KC Scout Technology from outside the United States, please be aware you are responsible for compliance with any applicable local laws. To the extent any applicable local laws prohibit your viewing and use of the KC Scout Technology, you may not view or use the KC Scout Technology.

This Agreement shall be governed and construed in all respects by the laws of the state of Missouri or Kansas, without regard to principles of conflict of laws and without application of the Uniform Computer Information Transaction Act and the United Nations Convention of Controls for International Sale of Goods.. The parties agree that any action at law, suit in equity, or other judicial proceeding shall be instituted either in the Circuit Court of Cole County, Missouri or the Shawnee County District Court, Shawnee County, Kansas. The location of the venue between the State of Missouri and the State of Kansas shall be determined by the state location where the event occurred and each pa. To the fullest extent permitted by applicable law, each of the parties hereby waives and covenants that it will not assert (whether as plaintiff, defendant, or otherwise), any right to trial by jury in any forum in respect of any claim arising out of or based upon this Agreement.

## **Severability and Integration**

This Agreement, our Privacy Statement and any other document referenced herein constitute the entire agreement between you and KC Scout with respect to the KC Scout Technology; provided, however, that certain provisions of the Agreement may be superseded by expressly designated legal notices or terms which may be located on particular pages on the KC Scout Site or within the KC Scout Technology. If any part of this Agreement is held to be invalid or unenforceable, the remaining parts shall remain in full force and effect. Any waiver of any provisions contained in this Agreement by KC Scout shall not be deemed to be a waiver of any other right, term, or provision of the Agreement.

## **KC Scout Privacy Statement**

KC Scout has a Privacy Statement that discloses what information KC Scout collects about you, how KC Scout uses such information, the steps KC Scout takes to secure such information, how you can view and correct such information and how you can decline to

have such information about you collected or used. The policy is available on this KC Scout Site and is incorporated herein by this reference.

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KC Scout respects the intellectual property of others, and KC Scout asks our users to do the same. IF you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide KC Scout's Copyright Agent the following information (the "Notice"):

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (iii) a description of where the material that you claim has been infringed is located in the KC Scout Technology;
- (iv) your address, telephone number and email address;
- (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (vi) a statement by you, made under penalty of perjury, that the information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

KC Scout's Agent for Notice of claims of copyright or other intellectual property infringement can be reached at:

Kansas City Scout  
600 NE Colbern Road  
Lee's Summit, MO 64086  
Attn: KC Scout Corporate Counsel

## **Order of Preference**

This Agreement governs your use and access to the KC Scout Technology. This Agreement does not modify, alter or amend any other specific agreement you have entered or will enter into with KC Scout. To the extent that any provision of this Agreement, or any supplemental agreement offered as any part of any registration for additional services on this KC Scout Site or within the KC Scout Technology, conflicts with any provision of your other agreements with KC Scout, the terms of such other agreement shall, take precedence over the conflicting term(s) of this Agreement

## **Deep Links; Spidering**

You shall not "deep-link" to the KC Scout Technology, meaning that you will not create, post, display, publish or distribute any link to any page other than the front (home) page of the KC Scout Technology, for any purpose whatsoever, unless specifically authorized

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## **Revisions and Consents**

KC Scout reserves the right to revise this Agreement at any time and for any reason. We also reserve the right to make changes at any time, without notice or obligation, to any of the information or services contained on or offered through KC Scout Technology or on the KC Scout Site. By entering this KC Scout Site and/or using the KC Scout Technology, you acknowledge and agree that you shall be bound by any such revisions. Accordingly, you should periodically visit this page to review these terms of use. In fact, we hope you will return to our KC Scout Site often.

## **Contact Information**

Requests for the consent or approval of KC Scout should be made in writing and directed to [Webmaster@KCScout.com](mailto:Webmaster@KCScout.com) .

The terms of use of this Agreement were last updated August 20, 2008. Please check back periodically for updates and changes.