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Links

Links in the KC Scout Technology (including, but not limited to, links on the KC Scout Site) may allow you to access other web sites and are provided as a convenience to you. KC Scout has not reviewed all of these other web sites and does not control and is not responsible for any of these web sites or their content. You access these web sites at your own risk. **WITHOUT LIMITING THE FOREGOING, KC SCOUT HEREBY DISCLAIMS ALL LIABILITY FOR, ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AT ANY OF THE THIRD PARTY SITES. BY CREATING A LINK TO THIRD PARTY SITES, OR BY PROVIDING A DESCRIPTION OR REFERENCE TO SUCH THIRD PARTY SITES, KC SCOUT DOES NOT ENDORSE OR RECOMMEND ANY PRODUCTS OR SERVICES OFFERED OR INFORMATION CONTAINED AT THE THIRD PARTY SITES, NOR IS KC SCOUT LIABLE FOR ANY FAILURE OF PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT THOSE SITES. SUCH THIRD PARTIES MAY HAVE A PRIVACY POLICY DIFFERENT FROM THAT OF KC SCOUT AND THIRD PARTY SITES MAY PROVIDE LESS SECURITY THAN USED BY KC SCOUT.**

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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. 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 or via email to 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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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

Information” means any trade secrets or confidential or proprietary information whether in written, digital, oral or other form that is unique, confidential or proprietary to KC Scout or its licensors, including, but not limited to, all parts of the KC Scout Technology and any other materials or information related to the business or activities of KC Scout that are not generally known to others engaged in similar businesses or activities.

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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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- (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

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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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Contact Information

Requests for the consent or approval of KC Scout should be made in writing and directed to Webmaster@KCScout.com .

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