



## Terms and Conditions for KINBER

KINBER is a 501 (c)(3) nonprofit organization committed to working with communities, governments, businesses, and schools to advance digital equity and inclusion.

### **1. Introduction**

Welcome to KINBER. These terms of use are entered into by and between You and KINBER ("**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of [www.kinber.org](http://www.kinber.org) and [www.kinbercon.org](http://www.kinbercon.org), including any content, functionality, and services offered on or through [www.kinber.org](http://www.kinber.org) and [www.kinbercon.org](http://www.kinbercon.org) (collectively, the "**Website**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, 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.

This Website is offered and available to users who are 13 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### **2. 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 when we post them, and apply to all access to and use of the Website thereafter.

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

### **3. Photography Rights**

By attending any event, conference, or other activity hosted or organized, either entirely or in part, by KINBER you thereby irrevocably permit, authorize, and license KINBER and its affiliates, legal representatives, successors, licensees, agents, assigns, and those acting on KINBER's behalf ("**Authorized Persons**") to use, re-use, publish, and re-publish any photographs or videos, including finished pictures, negatives, transparencies, proofs, reproductions, copies of the original prints and negatives, and digital information pertaining to them (collectively, the "**Images**"), either separately or together and either in whole or in part, along with your name, provided such use of your name shall be limited to identifying you as the subject thereof.

KINBER is and will be the exclusive owner of all rights in the Images. You hereby irrevocably transfer, assign, and otherwise convey to KINBER your entire right, title, and interest, if any, in and to the Images and all copyrights and other intellectual property rights in the Images arising in any jurisdiction throughout the world in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such rights against infringers.

KINBER has no obligation to use the Images or to exercise any rights granted under these Terms of Use. You acknowledge and agree that you have no right to review or approve the Images, including any written copy or other materials that may be used in connection therewith, before they are used by KINBER or at any other time, and that KINBER has no liability to you for any editing or alteration of the Images, or for any distortion or other effects that may occur or be produced in connection with the taking of such Images or KINBER's processing, editing, alteration, transmission, display, publication, or other use of the Images. Acknowledgment or credit of you in connection with the Images, if any, shall be determined in KINBER's sole discretion.

#### **4. Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, 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 parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- 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 these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain 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 this 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.

If you choose, or are provided with, a username, password, or any other piece of 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 this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username 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 username, 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.

#### **5. Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by KINBER, its licensors, or other providers of such material and are 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 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 our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- 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.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- 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 this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website. If you wish to make any use of material on the Website other than that set out in this section, please address your request to: [info@kinber.org](mailto:info@kinber.org)

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

## **6. Prohibited Uses**

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

- 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 US or other countries).
- 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 transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate KINBER, a KINBER employee, another user, or any other person or entity (including, without limitation, by using email addresses 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 KINBER or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their 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 purpose not expressly authorized in these Terms of Use, 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 that 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.

## **7. Monitoring and Enforcement; Termination**

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- 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 cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using the Website. YOU WAIVE AND HOLD HARMLESS KINBER AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **8. 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.

This Website may include 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 KINBER, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of KINBER. 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.

### **9. Changes to the Website**

We may update the content on this 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 any given time, and we are under no obligation to update such material.

### **10. Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using our website and services, you consent to the collection and use of your personal information as described in our Privacy policy.

### **11. Linking to the Website and Social Media Features**

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.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **12. 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 this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **13. Geographic Restrictions**

The owner of the Website is based in the Commonwealth of Pennsylvania in the United States. We provide this Website for use only by persons located 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.

### **14. Disclaimer of Warranties**

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 our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, 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 SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER KINBER NOR ANY PERSON ASSOCIATED WITH KINBER MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER KINBER NOR ANYONE ASSOCIATED WITH KINBER REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, KINBER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

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

### **15. Limitation of Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL KINBER, 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, 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.

## **16. Indemnification**

You agree to defend, indemnify, and hold harmless KINBER, 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 the Website, including, but not limited to any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

## **17. Governing Law and Venue**

All matters relating to the Website 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 Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

Subject to Section 18 below, any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania, in each case located in the City of Harrisburg and County of Dauphin, or the City and County of Lancaster, 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.

## **18. Dispute Resolution**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH KINBER ON AN INDIVIDUAL BASIS AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM KINBER.

### **a. Scope of Dispute Resolution Section**

As used in this Dispute Resolution Section (the "Section"), "Dispute" means any disputes, claims, suits, actions, causes of action, and/or demands in any way relating to or arising out of the use of this Website, to information shared by you or others over this Website or through other websites, portals, or online services operated by KINBER, to KINBER's collection or sharing of your information, or to these terms of use. This Section does not apply to any of the following types of claims: (i) claims by employees of KINBER entities related to the terms or conditions of their employment; (ii) any individual action brought in small claims court for disputes and actions fully within the scope of such court's jurisdiction; or (iii) claims in which either party seeks

injunctive or other equitable relief in a court of competent jurisdiction to prevent the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

**b. Waiver of Right to Pursue Class Action or Collective Claims (“Class Action Waiver Provision”)**

You agree to resolve Disputes with us only in arbitration and only on an individual basis, and you waive any right to pursue any claims on a class, collective, or consolidated basis or in a representative capacity to the maximum extent permitted by applicable law. You and KINBER agree that each may bring claims against the other only on an individual (non-class) basis and not as a plaintiff or a class member in any purported class or representative action or proceeding. Further, you and KINBER agree that a Dispute cannot be brought as a class, collective, consolidated, or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals to the maximum extent permitted by law.

**c. Agreement to Arbitrate Claims; Waiver of Jury Trial**

By agreeing to these terms of use, both you and KINBER are waiving the right to a jury trial on any Disputes. For any Dispute in any way relating to or arising out of the online services or these terms of use, you and KINBER agree that the Dispute shall be resolved by final and binding individual arbitration. No class, collective, consolidated, or other type of representative action arbitration will occur.

In addition, you and KINBER agree that each party will notify the other party in writing of any arbitrable Dispute within thirty (30) days of the date the Dispute arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to KINBER shall be sent by certified mail or courier to 1002 Lititz Pike, Suite 137, Lititz, PA 17543. Your notice must include: (i) your name, street address, telephone number, the email address you use or used for your online services account (as applicable), and, if any, an email address at which you can be contacted; (ii) a brief description of the Dispute; (iii) the amount of money, if any, at issue in the Dispute; and (iv) the specific relief you are seeking. KINBER will send notice to your last known street and email addresses on file, if any. Any KINBER notice will include: (i) our name, street address, telephone number and an email address at which we can be contacted with respect to the Dispute; (ii) a description in reasonable detail of the nature of basis of the Dispute; and (iii) the specific relief that we are seeking.

If you and KINBER cannot agree how to resolve the Dispute within thirty (30) days after the notice is received by the other party, then either you or KINBER may, as appropriate and in accordance with this Section, commence an arbitration proceeding with a written demand for arbitration.

**d. Limitation on Time to Bring Action**

You agree that regardless of any statute or law to the contrary, any claim or cause of action for or related to a Dispute brought by you must be filed within one (1) year after such claim or cause of action arose or such claim or cause of action will forever be barred. Note that this may be a shorter time period than allowed under otherwise applicable law.

**e. Arbitration Administration and Certain Procedures**

You and KINBER agree that, if and as available, any arbitration will be administered by the American Arbitration Association, except as otherwise modified by these Terms.

<https://www.adr.org/Rules>

If the American Arbitration Association is unavailable or unwilling to conduct the arbitration for any reason, or the parties mutually agree that the American Arbitration Association should not conduct the arbitration, then by



mutual agreement the parties shall select an alternative, impartial, substitute arbitration administration service. This agreement to arbitrate is not contingent on the American Arbitration Association being available or willing to conduct the arbitration.

You and KINBER also agree to the following relating to any arbitration proceeding:

- You and KINBER waive any right to bring Disputes before any court of law. Rights that you would have if you went to court, such as access to discovery, may be unavailable or limited in arbitration.
- Arbitration proceedings will take place in a mutually convenient location as agreed by the parties. If the parties are unable to agree on a location, the arbitrator will select the arbitration venue, which will be within Pennsylvania. Alternatively, the arbitrator, in his or her discretion, may order that the arbitration proceedings be conducted by telephone, online, and/or solely based on written submissions.
- The arbitrator will be either a retired judge or an attorney licensed to practice law in Pennsylvania and will be selected by the parties from the the American Arbitration Association roster of arbitrators. If you and KINBER are unable to agree to an arbitrator within fourteen (14) days of the American Arbitration Association's notice to the parties of its receipt of the arbitration demand, then the American Arbitration Association will appoint the arbitrator in accordance with the American Arbitration Association Rules.
- The arbitrator may award declaratory or injunctive relief only in favor of you or KINBER and only to the extent necessary to provide the relief warranted by your or KINBER's individual claim. The arbitrator shall not have any power to issue relief to anyone but you or KINBER.
- These Terms affect interstate commerce, and the interpretation and enforceability of this Section shall be substantively, procedurally, and exclusively governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1, et seq., to the maximum extent permitted by applicable law, except as otherwise modified by these Terms.
- Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award.
- You have the right at your own expense to be represented by an attorney of your own choosing. KINBER, likewise, has the right, at its own expense, to be represented by an attorney of its own choosing.

Payment of all filing, administration and arbitrator fees will be governed by the American Arbitration Association Rules. If, however, you are able to demonstrate that the costs of arbitration will be prohibitive for you as compared to the costs of litigation, KINBER will pay as much of the filing, administration and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive for you. If the arbitrator determines that the claim(s) you assert in the arbitration are frivolous, you agree to reimburse KINBER for all costs and fees associated with the arbitration that KINBER paid on your behalf which you otherwise would be obligated to pay under the American Arbitration Association Rules.

If any term, clause or provision of this Section is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses, and provisions of this Section will remain valid and enforceable. Further, the waivers set forth in this Section are severable from the provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

### **19. Waiver and Severability**

No waiver by KINBER of any term or condition set out 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

KINBER 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.

## **20. Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and KINBER regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

## **21. Your Comments and Concerns**

This website is operated by KINBER, 1002 Lititz Pike, Suite 137, Lititz, PA 17543.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [info@kinber.org](mailto:info@kinber.org)