

Terms of Use

1. Acceptance of Terms

The services KMC MAG Solutions, Inc. ("KMC") provides to you, the undersigned (including but not limited to use of office space and access to Internet), are subject to the following Terms of Use ("TOU").

KMC Reserves the right to update the TOU at any time, KMC will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

2. Description of Services

KMC may provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources and any other services that may be offered from time to time (collectively, "Services"). The Services at all times are subject to the TOU.

3. No Unlawful or Prohibited Use

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any KMC systems, or the network(s) connected to any KMC server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any KMC server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with, or result in, any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

4. Use of Services

You agree that when participating in or using the Services, you will not:

1. Use the Services in connection with pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);
2. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
3. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene indecent or unlawful topic, name, material or information on or through KMC Services;
4. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not limited to, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
5. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
6. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
7. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
8. Restrict or inhibit any other user from using and enjoying the Services;
9. Violate any code of conduct, House Rules, Building Rules or any other guidelines which may be applicable for any particular Service;
10. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party; and
11. Violate any applicable laws or regulations;

5. KMC reserves the right at all times to disclose any information about you, your participation in and use of the Services as KMC deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in KMC's sole discretion.

6. Confidentiality

1. You acknowledge and agree that during your participation and use of the Services, you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by KMC, or any participant or user of the Services, or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature.
2. Confidential Information includes, but is not limited to, information about business, sales, operations, know-how, trade secrets, technology, products and financial information. b. Your participation in and/or use of the Services obligates you to
 1. maintain all Confidential Information in strict confidence;
 2. not to disclose Confidential Information to any third parties
 3. not to use the Confidential Information in any way directly or indirectly detrimental to KMC, or any participant or user of the Services.
3. All Confidential Information remains the sole and exclusive property of KMC or the respective disclosing party. You acknowledge and agree that nothing in this TOU, or your participation or use of the Services, will be construed as granting any rights to you, by license or otherwise. This includes, but is not limited to, Confidential Information such as any patent, copyright or other intellectual property or proprietary rights of KMC, or any participant or user of the Services.

7. Participation In or Use of Services; Limitation of Use

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that KMC does not have any liability with respect to your access, participation in, use of the Services or any loss of information resulting from such participation or use.

The whole of the KMC Facility remains in KMC's possession and control. No tenancy or other, right title or interest and or possession whatsoever is created or intended to be created by this agreement in your favor. KMC is giving you the right to share with KMC the use of the facility on these terms and conditions, so that KMC can provide services to you. You agree not to assign or sub-let or part with possession of the Premises or attempt transfer of this Agreement.

8. Disclaimer of Warranties

To the maximum extent permitted by applicable law, KMC provides the services "as is", and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

9. Exclusion of Incidental, Consequential and Certain Other Damages

To the maximum extent permitted by applicable law, in no event shall KMC or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of, or in any way related to, the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of KMC, and even if KMC has been advised of the possibility of such damages.

10. Limitation of Liability and Remedies

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of KMC or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance. The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. Termination

KMC reserves the right to terminate any Service at any time. KMC further reserves the right to terminate your participation in and use of any Services, immediately and without notice.

12. Indemnification

You release, and hereby agree to indemnify, defend and save harmless KMC and KMC's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon, or arising out of, your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by KMC or its respective officers and agents in connection with the defense of such claim or lawsuit.

13. Severability

In the event that any provision or portion of this TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

14. Insurance

It is the your responsibility to arrange insurance covering own property which you bring in to the Facility and for your own liability to your employees and to third parties.

15. Sexual Harassment

KMC believes that you should be afforded the opportunity to work in an environment free of sexual harassment. Sexual harassment is a form of misconduct that undermines the member relationship. No member, either male or female, should be subjected verbally or physically to unsolicited and unwelcomed sexual overtures or conduct. Sexual harassment refers to behavior that is not welcome, that is personally offensive, that debilitates morale and, therefore, interferes with work effectiveness. Behavior that amounts to sexual harassment will not be tolerated and may result in disciplinary action, up to and including immediate cancelation of services.

16. Law and Jurisdiction

Civil Courts of the city in which KMC is located shall have exclusive jurisdiction in the event any disputes or differences arise in respect of, out of, relating to and/ or touching this Agreement. This agreement is interpreted and enforced in accordance with the law of the place where the relevant KMC Facility is located.