

TERMS OF SERVICE

KNOWLIGATION
2244 FARADAY AVENUE, STE 152
CARLSBAD, CA 92008
INFO@KNOWLIGATION.COM
(877) THE-KNOW
(877) 843-5669

TERMS OF SERVICE
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Knowligation Terms of Service

Ok, we know no one wants to really sift through the TOS as it can be lengthy with a bunch of legal terms, but we have to include it for obvious reasons. Good news is, we put the important stuff at the top in summary for what customers are probably most concerned about. So, you can read the first few paragraphs, then read the remainder when it's a bit more convenient for you. However, you will be held responsible for all of these terms so keep that in mind.

Acceptance of Terms

Welcome to Knowligation. This Agreement contains the complete terms and conditions that apply when you visit our site or use choose to browse the contents herein, or obtain services from Knowligation and or any of its subsidiaries. By using our websites, programs, and services, you agree to be bound by its terms of use and shall comply thereof. This Agreement describes and encompasses the entire agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site and the content provided by or through the Site, and the subject matter of this Agreement.

Ethical Business and Professional Relationships

Knowligation is a Christian Business. Therefore, we operate under guidelines that are paralleled with our faith. KNOWLIGATION will not conduct business with any entity that engages in or promotes:

- Discrimination or hatred of any group (i.e., sexual orientation, religion, race, gender etc.)
- Pornography or child pornography
- Illegal business activity
- Use of illegal drugs
- Violence against others, animals or other businesses

KNOWLIGATION reserves the right to deny service to businesses or individuals that we feel are inappropriate or violate civil, state or federal law.

If your entity becomes involved in any of the above listed activities, or violates civil, state or federal law, KNOWLIGATION reserves the right to remove you from our client base and discontinue current business activities with you or your organization without refund.

We also graciously ask that all clients act in a professional manner when engaging with our associates by means of respectful language. KNOWLIGATION prides itself on not only being professional, but courteous, respectful and kind with those in which we interact. KNOWLIGATION will remove clients that are violent, disrespectful or harass our associates. It is against the law for any party, business or consumer, to harass, discriminate or mistreat someone.

Should you have any problem with an associate, please contact our office immediately. Should we encounter a concern with an associate or client, we will take all proper action to resolve the issue.

Remember, we're not lawyers!

We can't legally advise you of what to do because that is not our area of expertise. We can only provide you with our very best researched responses. We do our best every day to stay ahead of the game with information by focusing over half our time on research to advise you as our client. However, things change, and what's hot today, may not be so hot next week. We can't be responsible for all of our information given out for accuracy, or how current it is. Where applicable, you should always consult and research a professional in that specific field. We have no control over the market and what changes are made outside of Knowligation or third party vendors. If you purchase a Facebook Fan Page, and

Facebook randomly decides to close its doors next week, we can't go back and reverse our service or charges. However, unlike most companies, we do have a Business Restoration Program where we do offer you products and services at discounted rates in the event your purchase a service for an opportunity that falls through, closes, or is seized for some reason. You must review our Business Restoration Program Terms and Conditions to see if you are eligible and if your opportunity itself is eligible. The BRP is available at our company discretion and may not be available in your state or country.

Refunds, Returns and Exchanges

Knowligation will not offer a refund on our consulting services. Consultations are based on time invested, which spent one on one with a company cannot be returned. We do our very best to provide you with well researched, guided and consistent information, but due to the ever changing landscape of the business industry, we cannot make guarantees on our consulting services. The advice we give today may not be relevant in six months (especially in the technology field) and we have to account for those changes.

Knowligation will gladly offer a refund or exchange for physical products that are damaged or did not arrive as described as long as the process is initiated within 30 days of purchase and completed according to the terms stated with the return.

If your products and services are initiated through a third party service, such as one of our print brokers, you must consult their refund/return policy in regards to your product.

Each product offered by Knowligation may have its own specific return or exchange policy. The return/exchange/refund policy will be made available to you before purchasing any services from Knowligation

In regards to our Design Services (custom websites, Facebook Fan Pages, Twitter setup, etc.) Knowligation will NOT refund any of our design services if you decide:

- You do not want or need to use the service or thirty days has passed
- You decide not to work the business in which you purchased services for
- Your tools are not as effective as you thought they would be
- Your products are purchased for use at third party sites (Facebook, LinkedIn, Twitter, etc.) and they alter their structure or products where you had intended to use them
- You pay for your project, we begin the project and you do not follow up on the project for 30 days

For many of our services, a deposit is required on behalf of the research and setup of your project. Deposits are NOT refundable if the services are rendered for the project in which the deposit was required. For example, you order a custom website, and you pay a \$100 deposit for the initial layout phase of the project. We build the initial phase of the website, and you later decide you don't want to move forward. Hours of work are still put into research and services, so unfortunately a refundable deposit is something we cannot offer.

Some of our cloud based services are proprietary. They cannot be transferred out to other providers or placed on other servers. Websites can be exported and delivered to you, but you must seek a website designer or programmer to transfer your site to a new host platform. Once your website leaves our host, we cannot import it back in or set it up on new hosting for you.

If you are truly unsatisfied with your product or service (and we do everything in our power to make sure you are not), you may submit a written claim to be reviewed by Knowligation in which we will decide if your claim substantiates a refund of any kind if any. Please note the claims review process may take up to 30 days before a decision is rendered and made available to you.

Please note, KNOWLIGATION may issue client's credit at its discretion, on a case by case basis, where appropriate an in line with our Terms of Service and Privacy Policy. By using our services, you are agreeing to our Terms of Service, Privacy Policy and eCommunications Disclosure.

Cancellations

If you cancel service with your contract, KNOWLIGATION will not issue you a full refund. If we commence a project, and you cancel part of the way through, you will be held liable for the full amount of the project, and or a cancellation fee depending on your contract. Depending on the scope of the project, KNOWLIGATION may also bill a percentage of the project based on completion, in addition to any administrative fees or vendor fees. Frequent changes or cancellations may garner a ban on certain services from KNOWLIGATION.

If your services require cancellation due to an entity going out of business, a death, act of God or other manner, KNOWLIGATION may waive cancellation fees.

Project Delays and Abandonment

Knowligration may at its discretion charge fees for project delays. Several project delays are crippling to an organization, which is why fees may be assessed. Project delays may be charged on a weekly or monthly basis, depending on the size of the project. Clients will be notified when they are delaying a project.

If your project contains several delays, at its discretion, KNOWLIGATION may cancel or not honor your contract without any issue of refund.

If you abandon your project, KNOWLIGATION may cancel or not honor your contract at its discretion without notice or refund. Examples of project abandonment include:

- (a) We are unable to reach you for 30 days
- (b) You do not turn in any materials that have been requested of you for 30 days or more
- (c) Your project makes no progress for more than 30 days despite certain efforts by both parties
- (d) You default on your payment contract
- (e) The project continues to change hands and slows the project down or to a halt
- (f) You're issued a new contract on an abandoned project and do not restart your project within 30 days

If at any time your contract is either delayed or abandoned, KNOWLIGATION may at its discretion, choose to not honor your contract, cancel your contract or issue you a new contract with new terms.

KNOWLIGATION may require a new contract if your project is delayed or abandoned after 30 days. New terms, conditions and agreements may be required upon new contracts/proposals and certain offers or specials, or pricing terms may not be available.

Payment

If you purchase any services that we offer for a fee, you agree to Knowligration storing your payment card information. You also acknowledge that the Services are subject to this Agreement and any additional terms related to the provision of the Agreement. You further agree to pay the applicable fees for the Premium Services (including, without limitation, periodic fees for premium accounts) as they become due plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. To see more on payment information and how we protect your confidential information, please refer to our Privacy Policy.

Administrator Access

Knowligration sets up many services for our clients where we are provided confidential account information. By allowing us to setup these services, you are granting us administrator access to your accounts, products and services. Should you abandon your account and or services, have your account closed, or default on any of your services provided by KNOWLIGATION or any additional third parties,

KNOWLIGATION reserves the right to cancel your services, move them to a different provider, update information or make adjustments needed in order to execute the terms of services of our company.

Clients may also grant administrator access to other authorized parties or companies to perform actions on their account. KNOWLIGATION is not responsible or liable for the actions of parties granted access.

If you do not wish for KNOWLIGATION to have administrator access you must submit this request in writing. Access cannot be removed over the phone or live chat.

Please note, removing administrator access may limit your support or service options.

*****Defaulted Accounts***** If your account is defaulted, abandoned or closed for any reason, all support will be ended. Any requests for data or information **must be submitted in writing**. KNOWLIGATION retains administrator access to your account until revoked in writing.

Taxes

The User takes full responsibility for all taxes and fees of any nature associated with Services used or products purchased. Knowligration shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from or by the User or through the Services. Products and services are subject to California Sales Tax.

Comments and Feedback

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information provided by you to us ("Comments") are not confidential and you hereby grant us a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such Comments as it deems appropriate, for any and all commercial or non-commercial purposes, in our sole discretion.

Rules

Knowligration does not allow any of the following content, or links to such content, to be published on our services, nor will we produce:

1. Content of a pornographic, sexually explicit, or violent nature.
2. Content that promotes Illegal or Prescription Drugs, Guns, firearms, or explosives, Graphic Material, Dating Services, Clubs or Groups that promote the hatred of other groups, people, or organizations
3. Content of an illegal nature (including stolen copyrighted material).
4. Pirated software sites, including cracking programs or cracking program archives.
5. Content with the sole purpose of causing harm or inciting hate, or content that could be reasonably considered as slanderous or libelous.
6. Content or data which would impersonate someone else or falsely represent your identity or qualifications, or that could reasonably constitute a breach of an individual's privacy.
7. Content that is spam, is machine- or randomly-generated, and/or contains unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing), or mislead recipients as to the source of the material (such as spoofing).

Users posting any of the above content on their sites will be notified using the User's current email address on file in the User's account, and may be given a 48 hour grace period to make any corrective actions. Knowligration may suspend the services of the member account until a resolution is met between Knowligration and the User. Repeated violations of this Policy may cause cancellation of service without the refund of any fees.

By accepting these Terms of Service and using Knowligration, Knowligration Users agree to all of the following:

1. Users may not use the Service as a remote storage server only.
2. Users may not access the Service through automated methods. Use of robots or other computer code which calls the Service, except where explicitly allowed, is absolutely forbidden. The Services may only be used or accessed through an electronic device under the manual control of a User at all times.
3. Users may not send unsolicited messages (also known as junk mail or SPAM) to promote any website published on the Service.
4. Users may not upload, post, email, transmit or otherwise make available or initiate any content that contains software viruses, worms, Trojan horses or any other computer code, files or programs that interrupt, destroy or limit the functionality of the Services or any Knowligation user.
5. Users may not send messages through the site which do not correctly identify the sender; Users may not alter the attribution of origin in electronic mail messages or posting.
6. Users may not use the Services to impersonate another person.
7. Users are not permitted to knowingly allow another website or hosting server to link to content files stored on Knowligation's servers. Users deemed to be using Knowligation solely as a remote storage server will have their account immediately terminated and will have all files associated with their account permanently removed.
8. Users are not permitted to get advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and websites, and similar unsolicited promotional methods.

You must also further agree to make the following commitments relating to the registering and maintaining the security of their accounts.

1. You will not use the Services for any unlawful purposes.
2. You will not provide any false personal information to Knowligation, or create an account for anyone other than yourself without permission.
3. You will ensure the email address provided in your account registration is valid at all times. Knowligation reserves the right to terminate any account that does not include a valid email address on file.
4. You will not use the Services if you are under 13 years of age and you hereby certify you are at least 13 years of age.
5. You will not use the Services if you are located in a country embargoed by the U.S., or are on the U.S. Treasury Department's list of Specially Designated Nationals.
6. You will keep your contact information accurate and up-to-date.
7. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
8. You will not transfer your account to anyone without first getting our express written permission.
9. You will not imply or state, directly or indirectly, that you are affiliated with or endorsed by Knowligation unless you have entered into such a written agreement with Knowligation
10. You will not attempt to or actually access the Services by any means other than through the interfaces provided by Knowligation This prohibition includes accessing or attempting to access Knowligation using any third-party service, including software-as-a-service platforms that aggregate access to multiple services.
11. You will not attempt to or actually override any security component included in or underlying Knowligation
12. You will not attempt or engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on Knowligation's infrastructure, including, but not limited to, sending unsolicited communications to other users or Knowligation personnel, or attempting to gain unauthorized access to the Services.

Knowligation may determine in its sole discretion whether or not an account is in violation of any of these policies. Violation of any of these policies may result in user information tracking which such information being stored to identify the offending use. Offending users may be permanently restricted from holding an account on the Service.

Editing, Deleting and Modification

We may edit, delete or modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a notice or a new agreement on our site. YOUR CONTINUED VISIT IN OUR WEBSITE OR RETAINING OF OUR SERVICES FOLLOWING OUR POSTING OF A CHANGE

NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

Accuracy, Completeness and Timeliness of Information

While we aim to ensure our website is accurate and up to date, Knowligation is not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information which is not current and is provided for reference only. We reserve the right to modify the contents of this site at any time without obligation on our end to update any information on the site. You understand and agree that it is your responsibility to monitor changes to the site.

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LIMITATION OF LIABILITY

WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SITE, THE SERVICES OR THE TECHNOLOGY AVAILABLE ON OR THROUGH THE SITE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY,

MALPRACTICE OR OTHERWISE, EVEN IF KNOWLIGATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY RELEASE KNOWLIGATION AND HOLD KNOWLIGATION AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, AND THEIR OFFICERS, DIRECTORS, TRUSTEES, AFFILIATES, SUBCONTRACTORS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICES, OR THE TECHNOLOGY AVAILABLE ON OR THROUGH THE SITE. YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

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Non-Assignment of Rights

Your rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to us. However, we may assign this Agreement to any person at any time without notice.

Non-Waiver

Failure of the Knowligation to insist upon strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that the we may have, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect.

No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

Severability of Terms

In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

Entire Agreement

This Agreement shall be governed by and construed in accordance with the substantive laws of California, without any reference to conflict-of-laws principles. The Agreement describes and encompasses the entire agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the contents and materials provided by or through the Site, and the subject matter of this Agreement.

Indemnification

You agree to indemnify, hold harmless, and defend Knowligation and its licensors, suppliers, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns (collectively "Indemnified

Parties") from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to attorneys' fees), incurred by or made against the Indemnified Parties in connection with any claim arising from or related to the use of the Services through your account or any of the Content, or technology available on or through the Site, or any breach or violation of this Agreement by you or anyone utilizing your account. You agree to fully cooperate as reasonably required by an Indemnified Party (ies). Each Indemnified Party may assume the exclusive defense and control of any matter for which it is indemnified hereunder. You shall not settle any matter without the consent of the applicable Indemnified Party.

Governing Law

Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of California, to the exclusion of any other courts without giving effect to its conflict of laws provisions or your actual state or country of residence.

Contact Us

Should you have any questions about this agreement you may contact us at any time via the information below:

Knowligation
RE: TOS/Privacy Policy
2244 Faraday Avenue
Suite 152
Carlsbad, CA 92008

Email: info@knowligation.com

Phone: 760-507-1605

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