

Yourkynetec Membership Terms and Conditions

Last updated: July 26, 2019

These Terms of Use (this "Agreement") describe the terms and conditions applicable to your use of Kynetec services. You should read it, understand it, and review it periodically for updates. If you have any questions that our Frequently Asked Questions cannot answer, please contact Support Team. If you do not agree to this Agreement, do not use our web site or services. We reserve the right to change, modify, add or remove portions of this Agreement at any time, at our sole discretion. Your continued use of our site will always indicate your acceptance of this Agreement and any changes to it.

1. Acceptance of User Agreement

This Agreement applies to your access to, and use of, Yourkynetec's web sites (the "Site") and the services provided by Kynetec, including Kynetec's YourKynetec community and survey services. The Site, the service, and any other services Kynetec provides are referred to in this Agreement collectively as the "Services."

2. The Services

The Services allow persons who meet eligibility requirements to take surveys or register for our user panel (the "Panel"). Panel members may be eligible to participate in surveys on the Site. Panel members may receive Points or other incentives for participation in services that Kynetec may make available from time to time.

3. Points

Points do not, except you cancel your membership or upon thirtysix (36) months of no account activity. You can convert your Points through our online catalogue.

4. Service Eligibility and Registration

The Services may be used only by persons who are at least 18 years of age. Use of the Services is void where prohibited.

BY ACCESSING OR USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU MEET THE ELIGIBILITY REQUIREMENTS AND WILL ABIDE BY THE TERMS OF THIS AGREEMENT.

5. Fees for the Services

There is no fee for users to participate in the Services. Kynetec may, in its sole discretion, elect to charge fees for participating in the Services, or to use or access any other services, at any time. If it does, it will update this Agreement to reflect any such changes.

6. Participation Requirements

Your ability to participate in the Services is expressly conditioned upon your compliance with this Agreement and with all policies and guidelines applicable to the Services that Kynetec may make available from time to time. In the event of your noncompliance, fraud or other inappropriate activity (as determined by Kynetec in its sole discretion), Kynetec may cancel or invalidate your eligibility, accounts, registrations and Points, deny redemption of Points, or restrict, block, limit, and prevent your access to and use of the Services and, further, all Points, incentives and rewards shall be subject to forfeiture. Without limiting the generality of the foregoing, the following requirements apply to your use of the Services:

- **Non-Use and Nondisclosure.** Information and content made available to you in the Services may contain trade secrets or other confidential or proprietary information of Kynetec's suppliers or licensors. You must hold in strict confidence and not disclose to any other person any information and content that you access or learn in connection with your participation in any survey, project, questionnaire, or other market research activity related to the Services. You must not use any such information or content for any purpose other than your participation in the Services in accordance with this Agreement. You hereby agree to notify Kynetec immediately if you learn of or suspect any use or disclosure of, or access to, any such information or content other than as specifically authorized in this Agreement.
- **Registration Information.** You agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Services; (b) maintain the security of your password and login credentials; and (c) maintain and promptly update your registration information and any other information you provide to Kynetec, so as to keep it accurate, current and complete. Registration requires information that includes without limitation your full legal name, your date of birth, the address of your primary residence, your phone number and your functioning email address.
- **Multiple Accounts.** You may have only one active account at any time. Only one account per mailing address is allowed. Multiple accounts for any person or mailing address are subject to termination and forfeiture of all Points, incentives and rewards.
- **Compliance with Laws.** You must at all times comply with all applicable laws, rules, regulations, and orders, and not cause Kynetec to violate any laws, rules, regulations, or orders.
- **Good-Faith Participation.** You agree to participate in good faith and to the best of your ability in any market research activities in which you participate in connection with the Services. You will not provide false or misleading data, including without limitation, survey responses that are inconsistent with prior responses or statistically improbable.
- **Appropriate Communications.** If you communicate with our Support Team or other Kynetec or YourKynetec personnel ("Personnel"), you agree to do so in a respectful and appropriate manner. You shall not send, upload, share or otherwise distribute to Personnel, Personnel affiliates or other users of the Services any rude or offensive communications or any content that is obscene, vulgar, sexually-oriented, shock-oriented, threatening, hateful, illegal or otherwise inappropriate.
- **User Content.** You may provide information to Kynetec in connection with your participation in market research or otherwise in connection with the Services, including survey responses, ideas, feedback, or other information or content ("User Content"). If you provide any User Content, unless Kynetec expressly indicates otherwise, you grant Kynetec and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully

sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media, without acknowledgement or compensation to you.

By providing any User Content, you represent and warrant that you have the lawful right to provide it, and that it is accurate and complete. You must not provide any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, false, inaccurate, misleading, fraudulent, or impersonates or misrepresents an affiliation with any person or entity;
- Would violate an obligation of confidentiality or the rights of any person or entity, or that would otherwise create liability or violate any local, state, national, or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange, or the NASDAQ;
- May infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any person or entity;
- Contains any private information of any person or entity, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- Contains any viruses, corrupted data or other harmful, disruptive, or destructive files or information; or
- In the sole judgment of Kynetec, is objectionable, does not reflect your good faith efforts to be responsive to survey or market research questions, or which may expose Kynetec or its licensors or suppliers to liability of any type.

7. Copyright and Limited License

The Services and other materials contained on the Site or within the Services, including, without limitation, the Kynetec and YourKynetec marks, logos, and all information, content, designs, text, graphics, information, data, software, other files, and the selection and arrangement thereof (collectively, the "Content"), are the property of Kynetec and its suppliers and licensors and are protected by U.S. and international copyright laws.

As long as you comply with this Agreement, Kynetec grants you a limited, revocable, non-transferable, and non-exclusive license to access and use the Services, solely for your personal, non-commercial purposes. Except for those rights expressly granted in this Agreement, no other rights are granted, either express or implied, to you under this Agreement. Unless explicitly stated in this Agreement, nothing in this Agreement will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

Any use of the Services or any Content other than as specifically authorized in this Agreement, without the prior written permission of Kynetec, is strictly prohibited and will terminate the license granted in this section. Unauthorized use may also violate applicable laws and regulations, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes, and the rights of Kynetec and of third parties.

8. Trademarks

Your Kynetec and Kynetec marks and logos and other product or service names or slogan contained in any Content or otherwise within the Services are property of Kynetec, its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Kynetec or the applicable right holder. All other trademarks, registered trademarks, product names and company names or logos appearing in the Services or in any Content are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Kynetec. All rights are reserved.

9. Disclaimer of Warranties

YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, IS AT YOUR SOLE RISK. THE SERVICES AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Kynetec, ITS AFFILIATES, LICENSORS, AND SUPPLIERS, AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "PROVIDERS") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NEITHER Kynetec NOR ANY OTHER PROVIDERS WARRANT UNINTERRUPTED USE, OPERATION, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT, OR THAT ANY SUBMISSION OR TRANSACTION REQUEST YOU ATTEMPT USING THE SERVICES WILL BE SUCCESSFUL, UNCORRUPTED, OR COMPLETED WITHIN A REASONABLE AMOUNT OF TIME. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DELAY OR LOSS OF ANY KIND THAT RESULTS FROM YOUR ACCESS TO, OR USE OF, THE SERVICES AND THE CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Kynetec OR ANY OTHER PROVIDER THROUGH OR FROM THE SERVICES, WILL CREATE ANY WARRANTY REGARDING THE SERVICES THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

10. Limitation of Liability

NEITHER Kynetec NOR ANY OTHER PROVIDERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF Kynetec OR ANY OTHER PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE MAXIMUM TOTAL LIABILITY OF Kynetec AND ALL OTHER PROVIDERS TO YOU FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS THE GREATER OF (A) ANY AMOUNTS PAID BY Kynetec TO YOU UNDER THIS AGREEMENT IN THE

TWELVE MONTHS PRECEDING THE APPLICABLE CLAIM, AND (B) 100 UNITED STATES DOLLARS (\$100 USD). EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. Indemnification

You will indemnify and hold harmless Kynetec and all other Providers from and against any costs, damages, expenses, and liabilities (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content, your use of the Services or any Content, your violation of this Agreement, or your violation of any rights of a third party.

12. Third-Party Content

Services may contain links or references to information, content, and services provided by third parties (collectively, "Third-Party Content"). Kynetec does not monitor or have any control over Third-Party Content. Kynetec does not endorse or adopt any Third-Party Content and can make no guarantee as to its accuracy or completeness. Kynetec undertakes no responsibility to update or review any Third-Party Content, and does not represent or warrant the accuracy of any information contained in any Third Party Content. You use any Third Party Content contained therein at your own risk. Views expressed in Third Party Content are not endorsed by Kynetec.

13. Privacy

Kynetec may collect registration data and obtain other information about you through the Services. Please see our Privacy Policy for information regarding Kynetec's collection, use, and disclosure of such information.

14. Feedback

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, original or creative materials, or other information or content provided by you to Kynetec, to the extent it is not User Content, will become the sole property of Kynetec. Kynetec will own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of such information and content for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Further, you hereby grant to Kynetec a perpetual and irrevocable license to use such information and content for any purpose.

15. Independent Contractors

You and Kynetec are independent contractors for all purposes. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement or by your access to or use of the Services.

16. General

Termination

Notwithstanding any term of this Agreement, Kynetec reserves the right, without notice and in its sole discretion, to discontinue or terminate any of the Services, to terminate your license to use the Services, to delete any Panel registrations or other accounts, to delete Points without redemption, and to restrict, block, limit, and prevent your access to and use of the Services. Any termination or other action by Kynetec described in this paragraph will not limit any other remedies available to Kynetec at law, equity or otherwise.

Updates to this Agreement

Kynetec may update this Agreement from time to time. When it does, it will revise the "updated" date on this Agreement. You are responsible for reviewing and adhering to the most recent update of this Agreement.

General Legal Notices

By accessing or using the Services, you consent to receiving electronic communications from Kynetec. These communications may include notices about your account and information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that Kynetec sends to you electronically will satisfy any legal communication requirements, including any requirement that communications be in writing.

Kynetec's failure to act in a particular circumstance does not waive its ability to act with respect to that circumstance or similar circumstances. Any provision of this Agreement that is found to be invalid, unlawful, or unenforceable will be severed from this Agreement, and the remaining provisions of this Agreement will continue to be in full force and effect. The section headings and titles in this Agreement are for convenience only and have no legal or contractual effect. Any provisions in this Agreement that by their nature should survive the termination of this Agreement (including, without limitation, provisions governing indemnification, limitations on liability, disclaimers of warranty, and ownership of intellectual property) will continue to remain in full force and effect after the termination of this Agreement.

This Agreement is governed by the laws of the State of Missouri, USA, excluding conflicts of law principles. Any controversy or claim arising out of or relating to the Services or this Agreement must be commenced within one year after the claim arose and will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in St. Louis, Missouri, and judgment on the arbitration award may be entered into any court of competent jurisdiction. The award of the arbitrator will be final and binding upon the parties without appeal or review except as permitted by Missouri law. Either party may seek any interim or preliminary injunctive relief from any court of competent

jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration.

This Agreement, including all terms, policies, and guidelines referenced in this Agreement, is the entire agreement between you and Kynetec concerning the Services. This Agreement supersedes all prior agreements or communications between you and Kynetec regarding the subject matter of this Agreement.

Contacting Kynetec

If you wish to contact us regarding any questions or concerns about this Agreement or the Services, please view the contact form at the bottom of the landing page.