

Kinetic Knowledge Universal Terms of Services

This Universal Terms of this Services Agreement (this "Agreement") is entered into by and between Kinetic Knowledge, LLC, a New Jersey limited liability company ("Kinetic Knowledge") and You ("You", "Your", "Your Company") and is made effective as of the the date of electronic acceptance. This Agreement sets forth the terms and conditions of Services purchased (individually, the "Service" and collectively, the "Services" including those added at a later time) from Kinetic Knowledge. Kinetic Knowledge reserves the right to change the Universal Terms of Services at any time without notice, and Your continued and future use of Kinetic Knowledge Services constitutes Your consent to such changes.

I. DESCRIPTION OF SERVICES

Kinetic Knowledge provides a variety of services, including Wordpress website design and development, Wordpress hosting and maintenance, social media marketing, online advertising, search engine optimization, citations setup and management, copywriting and ghost blogging, email marketing support, logo, graphic and print design as each is described on the individual sales (presentation) page for each specific service, incorporated into this Agreement by reference and subject to the terms applicable to each specific service, as set forth in Section I, and with respect to any and all Services, as set forth in Section II through XVIII. Wherein a conflict exists between the terms described on the sales page of a specific Service and this Agreement, this Agreement shall govern. To view a complete list of individual sales pages for each specific service, click here <http://www.kineticknowledge.com> .

You acknowledge that Kinetic Knowledge may engage third parties to provide or enable elements of any or all of the Services.

A. WordPress Website Design & Development

1. Design Schedule

The design of the Web Site shall proceed according to a current Website design schedule as set forth on each individual website Services page, or as otherwise specified by Kinetic Knowledge.

2. Changes

Changes to this Agreement or to any of the specifications of the Web Site shall become effective only when a written change request is executed by You ("Change Order") via Email. Kinetic Knowledge agrees to notify You promptly of any act, fact, factor, condition, occurrence

or event that may affect the ability of Kinetic Knowledge to meet the requirements of this Agreement, or that is likely to occasion any material delay in the Services. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

3. Your Responsibilities.

You agree to perform all tasks assigned to You as set forth in this Agreement, Phone or Email communications or a Change Order, and to provide all assistance and cooperation to Kinetic Knowledge in order to timely complete Your Website. Kinetic Knowledge shall not be deemed in breach of this Agreement, the Services, a Change Order, or any milestone in the event that Kinetic Knowledge's failure to meet its responsibilities is caused by Your failure to meet Your responsibilities in a timely manner, as set forth in Phone or Email communications, a Change Order, any written exchanges or this Agreement. In the event of any such failure or delay by You (a) all of time frames, milestones, and/or deadlines shall be extended as necessary; and (b) You shall continue to make timely payments to Kinetic Knowledge as set forth in this Agreement and any Change Order(s) as if all time frames, schedules, or deadlines had been completed by Kinetic Knowledge. When applicable, You shall be responsible for making, at Your own expense, any changes or additions to Your current server, systems, software, and hardware that may be required to support operation of the Web Site.

4. Deadlines and Time Frames

Any delays incurred by the client will cause a subsequent and equal delay in any agreed schedules, and will impede Kinetic Knowledge's ability to meet any deadlines previously suggested or agreed to at the beginning of the project.

Should any project be inactive for a period of 60 days (or more) due to any client related delay, a re-establishment fee of \$69 per month will apply in order to cover costs related to servers, storage, other software, ongoing site maintenance or the time spent to become re-acquainted with the requirements of the project. A client related delay includes failure to pay invoices within the required time-frame.

If Kinetic Knowledge is unable to communicate with You on a project for an extended period of time (60 days) – by phone or email, the project will be put on hold.

Any previously agreed to time-frames or deadlines will be null and void and will need to be reassessed upon the resumption of communication. A re-establishment fee may also apply. Any re-establishment fees are non-refundable.

7. Wordpress Plugins

You may request that Kinetic Knowledge add one or more third party Wordpress plugin applications to your site. Kinetic Knowledge assumes no liability or costs associated with third party Wordpress plugins or other compatible third party software added at your request or added by you. Kinetic Knowledge may approve or deny any request to add a third party plugin at its sole discretion. If You have added a plugin whose insertion has a deleterious effect on the operation of the Kinetic Knowledge servers or other architecture, Kinetic Knowledge - at its sole discretion, may remove said plugin.

At Your request and for a fee, Kinetic Knowledge will attempt to troubleshoot, research, configure, educate on, fix and/or replace a failed 3rd party code. You are responsible for any costs related to the purchase, licensing or maintenance of any third party Wordpress plugin.

8. Copyright to Web Site

You acknowledge, understand and agree that Kinetic Knowledge may use its own and/or may purchase third party licenses for products or otherwise that are necessary to design and develop the Web Site. Such products may include, but are not limited to server-side applications, Wordpress themes, Wordpress plugins, clip art, "back-end" applications, music, stock images, or any other copyrighted work ("Outside Content") which Kinetic Knowledge deems necessary to purchase on Your behalf to design and develop the Web Site. You further acknowledge and understand that any Outside Content used to design and develop the Web Site is owned by Kinetic Knowledge and/or such third parties and cannot be transferred to You and is hereby specifically not transferred to You and shall remain the property of Kinetic Knowledge and/or such third parties. Outside Content which is owned and/or purchased by Kinetic Knowledge may be used in the design and/or development of other web sites apart from You. You agree that upon payment in full of the fees associated with the design and development of the Web Site, You shall own a worldwide right, title, and interest in and to the Web Site as whole - to the extent to which it is recognized under U.S. Copyright Law (including, its source code) (the "Customization"). You agree that Kinetic Knowledge shall retain a worldwide, royalty-free, non-exclusive, transferable, and perpetual right and license to the Customization including, but not limited to, the right to modify, amend, create derivative works, rent, sell, assign, lease, sublicense, or otherwise alter or transfer the Customization. You also agree that the design and development of the Web Site may include source code, documentation, and/or application programs that were previously written or developed by Kinetic Knowledge and modified to meet Your specific requirements (the "Source Content"). Kinetic Knowledge shall own all worldwide right, title, and interest in and to the Source Content, but shall provide You (upon payment in full of the fees associated with the design and development of the Web Site) a worldwide, royalty-free, non-exclusive, transferable and perpetual right and license to use the Source Content.

A. WordPress Hosting and Maintenance

Kinetic Knowledge provides website hosting Services, in the majority of cases through a third party provider. You agree that this Agreement, as applicable to Services under this subsection are solely between You and Kinetic Knowledge and not with any web host Kinetic Knowledge may use. Kinetic Knowledge does not guarantee a specific percentage of uptime, site load speed or maximum downtime.

1. Maintenance

Kinetic Knowledge or applicable third party provider may from time to time conduct routine tests, maintenance, upgrade or repair any part of the network, and Kinetic Knowledge shall use commercially reasonable efforts to give You prior notice thereof. You acknowledge that there may be instances where it is not practicable for Kinetic Knowledge to give advance notice of a disruption, for example, in the event of an emergency, and Kinetic Knowledge shall be entitled to disrupt the Services to conduct restoration and remedial works without prior notice.

2. WordPress Security Updates

Kinetic Knowledge takes security seriously, and as such all critical WordPress Security Updates will be undertaken promptly. If You have taken over responsibility for Your own website updates, it is advised that You do so in a timely manner – no less than monthly. Any issues arising from Your failure to do so may result in support charges to rectify the situation.

B. Social Media Marketing Services

In order to create, customize and publish content on one or more of client's social media accounts, You may be required to accept additional terms and conditions from said social media company. You acknowledge that it is your responsibility to do this.

1. Collaboration

You shall provide assistance and technical information to Kinetic Knowledge, as reasonably required by Kinetic Knowledge in sufficient time to facilitate the execution of social media marketing Services in accordance with any estimated delivery dates or milestones. You shall have sole responsibility for ensuring the accuracy of all information provided to Kinetic Knowledge and warrants and undertakes to the Kinetic Knowledge that Your employees who are assisting in the execution of social media Services have the necessary skills and authority.

You shall, as quickly as possible and within the agreed deadline to comment on and or approve materials provided in relation to social media marketing Services, including (without limitation) profile copy, target website readerships and graphic material submitted by Kinetic Knowledge.

You shall inform Kinetic Knowledge immediately of changes of domain names, websites, passwords, technical setup and any other material information regarding the technical

infrastructure which may affect the social media marketing Services delivered by the Kinetic Knowledge.

Kinetic Knowledge requires that prior notice be given for any alterations relating to Your social media profile(s) that may affect the Services supplied by Kinetic Knowledge. If alterations are made by You or a third party to the Client's profile(s) then performance and brand integrity may be affected and Kinetic Knowledge cannot be held responsible.

In the event that the You fail to undertake those acts or provide those materials required under this clause within any agreed deadline, Kinetic Knowledge shall be entitled to invoice for the social media marketing Services that it has supplied and any remaining social media marketing Services whether or not the Kinetic Knowledge has been able to deliver them.

C. Online Advertising

Kinetic Knowledge provides program setup and management associated with a variety of Online Advertising providers, including, but not limited to: Google AdWords, Facebook, LinkedIn and Instagram, as detailed further on the Online Advertising sales page.

You give Kinetic Knowledge permission to access their Google AdWords, Facebook, LinkedIn and Instagram advertising account for the purposes of optimization and management of Your online business.

You acknowledge and agree that Kinetic Knowledge is not Google, Google AdWords, Facebook, LinkedIn or Instagram and that Kinetic Knowledge is not affiliated with Google by being a "Google Partner".

If Kinetic Knowledge requests more information from You for the setup of Your new or existing account, Kinetic Knowledge will not be held responsible for any delay arising from the need for further information.

Kinetic Knowledge online advertising management (with Kinetic Knowledge fees) is a separate service from any per click fees or other fees that an Online Advertising provider will charge You. Cancellation of our Services does not automatically stop Your online advertising provider accounts from running and incurring fees. Kinetic Knowledge will not be liable for any amounts that an online advertising provider charges You following the termination of online advertising management Services provided by Kinetic Knowledge. If You wish to cease advertising online at the same time that You cancel Your Kinetic Knowledge, please notify Kinetic Knowledge in writing so that we can cancel Your associated online advertising provider accounts. Alternatively, You may choose to directly access Your own online advertising accounts to arrange cancellation.

In the event of termination of online advertising management Services, Your online advertising provider accounts remain Your property.

Kinetic Knowledge will endeavor to help You obtain Your online advertising goals by providing You with advice, information and technical Services in relation to Search Engine advertising/marketing. Unless specifically stated to the contrary in this Agreement, Kinetic Knowledge do not guarantee any particular rate of return or performance of any online advertising (including but not limited to any particular search results page/s or rankings). We cannot be held responsible for commercial outcomes which are associated with the Internet marketing or management of Your online advertising accounts for Your business and/or websites.

Kinetic Knowledge is providing an internet marketing service for a competitive price. Kinetic Knowledge is not insuring or underwriting Your chosen business model. You acknowledge that internet Services are inherently subject to technical failures and disruptions from time to time. To the maximum extent permitted by law:

D. Search Engine Optimization

You understand, acknowledge and agree that Kinetic Knowledge does not guarantee or warrant any specific results from search engine optimization, traffic, subscription or visibility related services.

E. Citations Setup & Management

You shall provide to Kinetic Knowledge all correct, accurate and complete information necessary for Kinetic Knowledge to provide You with Citations Setup & Management Services. You shall inform Kinetic Knowledge immediately in the event that any information that You have provided to Kinetic Knowledge is incomplete, has changed or is inaccurate.

Kinetic Knowledge reserves the right to change or delete any submitted listings without any notice whatsoever. Any website that does not adhere to the terms and conditions and/or submission guidelines of the publication to which the citation is submitted may be deleted even after approval by Kinetic Knowledge.

F. Copywriting & Ghost Blogging

You acknowledge and agree that: Services provided under this section represent a contract for Services and the products and results of the Services to be rendered by Kinetic Knowledge to be a work made for hire. Kinetic Knowledge acknowledges and agrees that the products and results of the Services (and all rights therein, including, without limitation, copyright) belongs to You and shall be Your sole and exclusive property.

If for any reason the products of Services rendered under this section would not be considered a work made for hire under applicable law, Kinetic Knowledge does hereby sell, assign, and transfer to You, Your successors and assigns, the entire right, title and interest in and to the copyright and patent in the products of Services rendered and any registrations and applications relating thereto and any renewals and extensions thereof, and in and to all the products of Services rendered based upon, derived from, or incorporating the the products of Services rendered, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement or any and all other causes of action based on the copyrights or other applicable area of law, and in and to all rights corresponding to the foregoing throughout the world.

Any products or Services rendered in this section are subject to specific pre- approval by You. Unless agreed to via specific terms, Your requests to edit copy researched & written will incur additional costs.

G. Email Marketing

Kinetic Knowledge provides email marketing setup and management Services associated with a variety of third party providers, including, but not limited to: Mailchimp, as detailed further on the Online Advertising sales page.

You give Kinetic Knowledge permission to access Your Mailchimp account for the purposes of setting up and managing your email marketing program.

You acknowledge and agree that: Kinetic Knowledge works on your behalf and at your specific direction and that You and You alone are responsible for Federal and State Laws related to, regulating or arising out of any and all activities related to this section.

H. Logo Design, Graphic Design and Print Design

1. Rights

All Services provided by Kinetic Knowledge shall be for Your exclusive use other than for the promotional use of Kinetic Knowledge. Upon payment of all fees, the following reproduction rights for all approved final designs created by Kinetic Knowledge shall be granted: (a) You to

gain full transferable rights to brand identity and (b) You to gain full license to reproduce works through commercial printers.

2. Ownership

Upon completion of any Logo Design, Graphic Design or Print Design project and upon full payment for Services rendered, Kinetic Knowledge transfers all rights and ownership of custom designs, to the extent protectable under U.S. Copyright Law, to You.

3. Third Party Contracts

Kinetic Knowledge may contract with other creative professionals to provide Services such as web development, photography, and illustration. Any third party terms and conditions will include full reproduction rights for You.

4. Samples

You shall provide Kinetic Knowledge with samples of print design that result from the project deliverables. Such samples shall be representative of the highest quality of work produced. Kinetic Knowledge may use such copies and samples for publication, exhibition, or other promotional purposes.

Kinetic Knowledge shall have the right to photograph all completed designs and shall have the right to use such photographs for publication, exhibition, or other promotional purposes.

5. Confidentiality

You shall inform the designer in writing before the project commences if any portion of any material or information provided by You or if any portion of the project is confidential.

II. OWNERSHIP OF INTELLECTUAL PROPERTY; SOFTWARE; HARDWARE and IP ADDRESSES

Each party to this agreement shall retain all right, title and interest in and to each party's respective intellectual property rights, including without limitation, all patents, inventions, trademarks, copyrights and trade secrets. Any intellectual property used, developed or otherwise reduced to practice in providing Services to You shall be the sole and exclusive property of Kinetic Knowledge and/or its licensors, unless specified otherwise in Section I (A)(8) or Section I (G)(1)(2)(3)(4)(5).

You acknowledge and agree that You do not acquire any ownership interest in any of the servers or other hardware used to provide the Services hereunder. Similarly, Kinetic Knowledge

does not acquire any ownership interest in the content or data that You store on the servers managed by Kinetic Knowledge or transmit via the Services.

You acknowledge and agree that third party software and hardware are used in the provision of Services. Accordingly, You agree to abide by the terms and conditions of any end user licenses or other agreements relating to the use of such hardware or software.

You acknowledge and agree that any IP addresses that Kinetic Knowledge may assign to You in connection with the Services are registered to either Kinetic Knowledge or a third party provider and upon any expiration or termination of this Agreement, You agree to release and cease using any such IP addresses.

Software and third party images, graphics or programs are not transferred to the client, and remain under copyright of their respective owners or publishers. Kinetic Knowledge reserves the right to resell custom designed websites that remain unpaid by the original client. Kinetic Knowledge also reserve the right to resell unaccepted mock-ups or other graphics created, or code written by Kinetic Knowledge, but not in legal use by the client.

III. ATTRIBUTION AND PROMOTIONAL MATERIALS

Kinetic Knowledge reserves the right to display website's and graphics that have been designed and/or built by Kinetic Knowledge on <http://kineticknowledge.com> and in any marketing material.

You further grant Kinetic Knowledge permission and a royalty-free license to list or display applicable trademarked name(s) and logo in Kinetic Knowledge's client roster.

IV. TERM AND TERMINATION OF SUBSCRIPTION BASED SERVICES

You or Kinetic Knowledge may terminate any monthly subscription based service under this Agreement with or without cause. Cancellation is effective on the last day of the month in which cancellation notice was provided. As such, You will be billed for Services through the end of the month in which a cancellation request is submitted. All posted content and any available website design files will be made available, when requested. Requests for posted content and any available website design files must be made within 30 days of the termination date. Kinetic Knowledge does not guarantee storage of your files 30 days beyond the termination date.

V. PAYMENT AND RENEWAL SERVICES

Monthly Services shall continue until notice of cancellation.

A. Wordpress Website Design and Development, Logo Design, Graphic Design and Print Design - Payment

The schedule of payment for Website design and development is determined on a project-by-project basis, in writing.

B. Wordpress Website Design and Development, Logo Design, Graphic Design and Print Design - Non-Payment

If an invoice has not been paid within 30 days of the date of issue, all Services relating to that invoice shall be suspended. These Services shall be reinstated once payment (in full) has been received. A re-establishment fee will also apply. The client also accepts that a debt recovery process may be put in place if the account remains outstanding, and they will be liable for all debt recovery & legal fees. If the account remains outstanding after a debt recovery process has been completed the client accepts that they will be default listed.

C. Monthly Subscription Based Services - Payment

You will be invoiced and then charged to a credit card on file, unless otherwise agreed, on or about the 1st day of each month. If credit card on file is not valid or otherwise declined at the time of billing, there is a fee of \$10 for every failed attempt at collection commencing with the first attempt on or after the 10th day of the month.

D. Monthly Subscription Services - Renewal

Unless You cancel before the end of the applicable subscription period, Your subscription will automatically renew and You authorize us to collect the then-applicable annual or monthly subscription fee for such service (as well as any applicable taxes) using any credit card or other payment mechanism we have on record for You.

E. Monthly Subscription Services - Non-Payment

You acknowledge and agree that Kinetic Knowledge may suspend providing the Services to You, in whole or in part, without liability if (1) You fail to pay the Fees due to Kinetic Knowledge for a period of 30 days after the date of the invoice, (2) You are in violation of the Universal Terms of Service, (3) You fail to reasonably cooperate with Kinetic Knowledge's investigation of any suspected breaches of this Agreement, (4) Kinetic Knowledge reasonably believes that the servers hosting the Services have been accessed or manipulated by a third party without Your or Kinetic Knowledge's consent, (5) Kinetic Knowledge reasonably believes that suspension of the Services is necessary to protect the Kinetic Knowledge server environment generally, or (6)

Kinetic Knowledge is obligated to suspend Services via subpoena, court order or otherwise as required by law. Kinetic Knowledge will give You notice promptly after taking any of these activities. You are required to pay any Recurring Fees for any period of time during which Your Services were suspended. Kinetic Knowledge will restore the Services promptly after You remedy the reason for such suspension.

IN THE EVENT OF ANY FALSE CHARGEBACK, YOU ARE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH RECOVERY.

IN THE EVENT KINETIC KNOWLEDGE TAKES ANY ACTION PURSUANT TO THIS SECTION, IT SHALL HAVE NO LIABILITY TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU.

VI. REFUNDS

Kinetic Knowledge is not obligated to issue refunds, pro-rated or otherwise for any reason.

VII. WARRANTY

The Services and all products provided as part of the Services are provided “as is” and Kinetic Knowledge disclaims, and client waives, any warranties, express or implied, as to the merchantability, fitness for a particular use or purpose, title, non-infringement or any other warranty, condition, guaranty or representation related to the Services. Kinetic Knowledge does not warrant that the software or any products or Services provided hereunder will be uninterrupted or error-free. Under no circumstances, including negligence, shall the Kinetic Knowledge be liable for any direct, incidental, special or consequential damages or otherwise, including any damages that result from the use of or inability to use the Website. The Kinetic Knowledge shall not be responsible for any damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance.

VIII. LIMITATIONS OF LIABILITY

Except to the extent finally determined to have resulted from the gross negligence or intentional misconduct of Kinetic Knowledge, Kinetic Knowledge 's liability to pay damages for any losses incurred by client as a result of breach of contract, negligence or other tort committed by Kinetic Knowledge, regardless of the theory of liability asserted, whether in tort or contract, is limited to no more than the total amount of the most recent 1 months of base fees paid under this agreement. In any case, Kinetic Knowledge and its licensors will not be liable for lost profits or any consequential, indirect, punitive, exemplary or special damages. In addition, Kinetic Knowledge shall have no liability to client arising from or relating to any third party hardware, software, information or materials. Kinetic Knowledge is also not liable for direct or indirect

damages created by viruses, hackers or other malicious or accidental destruction of systems or data, though Kinetic Knowledge will attempt to prevent or minimize exposure to such risks.

IX. INDEMNIFICATION

Subject to the provisions hereof, You shall indemnify, defend and hold harmless from and against any and all amounts payable under any judgment, verdict, court order or settlement for third party claims brought against Kinetic Knowledge and its licensors arising from products or Services related to this Agreement. Conversely, Kinetic Knowledge shall indemnify, defend and hold harmless from and against any and all amounts payable under any judgment, verdict, court order or settlement for third party claims brought against You arising from the gross negligence or intentional misconduct of Kinetic Knowledge .

X. SUBCONTRACTORS; EMPLOYEES; NON-SOLICITATION

Kinetic Knowledge reserve the right to hire subcontractors on any given project or ongoing Services should the need arise.

During the term of this Agreement and for a period of **10 year(s)** thereafter, You shall not solicit or hire the Services of any employee or subcontractor of Kinetic Knowledge without the prior written consent of Kinetic Knowledge.

XI. FORCE MAJEURE

Kinetic Knowledge shall not be deemed to be in breach of this Agreement and shall have no liability hereunder if its obligations are delayed or prevented by any reason of any act of God, war, terrorism, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any transportation or communication system, non-performance of any of Your agents or Your third party providers (including, without limitation, the failure or performance of common carriers, interchange carriers, local exchange carriers, internet service providers, suppliers, subcontractors) or any other cause beyond its reasonable control.

XII. NOTICE OF CLAIM AND FILING OF SUIT

You must present any claim in writing to Kinetic Knowledge within a reasonable time, and in no event longer than sixty (60) days after the event for which the claim is presented so as to permit the parties to attempt to resolve the claim. No action may be maintained against Kinetic Knowledge under this Agreement, unless timely written claim has been given as provided above.

XIII. NOTICES

Except to the extent that notices may be sent by electronic mail as specifically set forth in this Agreement, notices under this Agreement will be sufficient only if (i) mailed by certified or registered mail, return receipt requested, (ii) sent by internationally recognized overnight carrier or (iii) personally delivered. Notices shall be deemed delivered upon receipt by the other party.

Notices to You shall be sent to the address provided to Kinetic Knowledge.

Notices to Kinetic Knowledge shall be sent to :

Chris Frerecks
President
Kinetic Knowledge
620 Harris Ave.
Brielle, NJ
08730

Either party may change their notices address by written notice to the other party.

XIV. MODIFICATION; AUTHORITY; ASSIGNMENT

Without limiting the rights of Kinetic Knowledge to modify this Agreement, Kinetic Knowledge may modify any aspect of this Agreement without prior notice. Should You wish to terminate this Agreement as a result of such modification, You are free to do so. If You would like to be notified of updates or changes to these terms, please check the designated box on this form

You acknowledge that You have the authority to enter into this Agreement on behalf of Your Kinetic Knowledge and that You may authorize other individuals to purchase additional Services. This Agreement binds any of Your authorized users, as well as Your heirs, executors, successors, and assigns.

This Agreement may not be assigned by You without the prior written consent of Kinetic Knowledge, which shall not be unreasonably withheld or delayed.

XV. GOVERNING LAW; JURISDICTION

This Agreement is governed by the laws of the New Jersey, excluding its conflicts of laws principles. You hereby submit to the exclusive jurisdiction of the federal and state courts of the State of New Jersey; provided, however, that Kinetic Knowledge shall have the right to institute judicial proceedings against You or anyone acting by, through or under You, in other jurisdictions in order to enforce Kinetic Knowledge's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

XVI. SEVERABILITY

If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

XVII. ENTIRE AGREEMENT

This Agreement, together with the descriptions provided for on the individual service sales pages and any Change Orders constituted the entire understanding between Kinetic Knowledge and You with respect to subject matter hereof. Terms and conditions as set forth in any other document or communication which differ from, conflict with, or are not included in this Agreement, the individual services sales pages or a confirmed Change Order shall not become part of this Agreement unless specifically accepted by Kinetic Knowledge.

XVIII. ACCEPTANCE

Please note that by submitting the form on this page You are agreeing to all of Kinetic Knowledge Universal Terms of Service.