

# Legal Disclaimer

The material on this site is designed to provide general information. It should not be utilized as a substitute for professional legal and/or accounting services. If legal advice or other expert assistance is required, please consult a professional.

## Conditions of Service (“Conditions”)

Last Updated 05/15/2013

Welcome to the website for Kansas City Volunteer Lawyers and Accountants for the Arts (“KCVLAA”), a nonprofit Missouri organization, <http://www.kcvlaa.org> (“Website”). Please read these Conditions carefully. KCVLAA provides legal and accounting assistance and sponsors a wide range of affordable educational programs for the arts community.

### 1. Acceptance of Terms

These Conditions, along with any other terms and conditions that may appear on the Website from time to time, set forth the terms and conditions under which you may use and access the Website.

BY ACCESSING THE WEBSITE AND/OR BY CHECKING THE BOX SIGNIFYING YOUR ACCEPTANCE OF THESE CONDITIONS, YOU AGREE TO THESE CONDITIONS. IF YOU DO NOT AGREE TO THESE CONDITIONS (WITHOUT MODIFICATION), YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE WEBSITE.

KCVLAA provides this Website resource to you, subject to these Conditions, which may be updated by us from time to time. When we do, we will also revise the "last updated" date at the top of these Conditions. BY USING THIS WEBSITE, YOU ARE AGREEING TO BE BOUND BY AND TO COMPLY WITH THESE CONDITIONS.

### 2. Description of Service

The Website currently provides users with a Web portal providing information on various accounting and legal aspects relating to the arts community, and enabling users to either register as volunteers or apply for accounting and/or legal assistance (including accounting/legal referrals). Unless expressly stated otherwise, any new features that augment or enhance the Website shall be subject to these Conditions.

### 3. Your Obligations

You agree to use the Website solely for your personal use for viewing the content on the unsecured portion of the Website and for either applying for accounting and/or legal assistance, or to volunteer, or to be provided with a referral to an accountant/lawyer, and otherwise strictly in accordance with these Conditions.

You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Website's registration forms, if applicable (the "Registration Data"); (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete, (c) not interfere with or disrupt the Website or servers or networks connected to the

Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website, and (d) not attempt to access any secure portion of the Website, unless expressly permitted by KCVLAA prior to such access.

You understand that the Website, and software embodied within the Website, may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by KCVLAA and/or content providers who provide content for the Website. You shall not attempt to override or circumvent any of the usage rules embedded into the Website. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Website, in whole or in part, is strictly prohibited. You will comply with all local laws and rules regarding online conduct and acceptable content.

#### **4. Indemnity**

You agree to indemnify and hold KCVLAA and its affiliates, officers, agents, employees, partners, volunteers, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website, your connection to the Website, your violation of these Conditions, or your violation of any rights of another.

#### **5. General Practices Concerning the Website**

KCVLAA is not responsible or liable for the deletion or failure to store any messages or other communications, or any content maintained or transmitted through the Website. KCVLAA reserves the right to change these general practices at any time, at its sole discretion, with or without notice to you.

You agree and understand that all information provided on the Website is solely for your general knowledge. You further agree that you shall not use any such information for any of your accounting and legal requirements. You are encouraged to seek appropriate guidance of a certified accountant and/or lawyer for all such requirements. KCVLAA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website or any part thereof with or without notice to you. KCVLAA will not be liable to you or to any third party for any such modification or discontinuance. You acknowledge, consent and agree that KCVLAA may access, preserve and disclose any information knowingly or unknowingly provided by you if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Conditions; (c) respond to your requests for customer service; or (d) protect the rights, property or personal safety of KCVLAA, its affiliates, users and/or the public.

#### **6. Termination**

KCVLAA, in its sole discretion, may terminate your use of the Website and remove and discard any content placed on the Website by you, for any reason, if KCVLAA believes that you have violated or acted inconsistently with the letter or spirit of these Conditions. KCVLAA may also, in its sole discretion and at any time, discontinue the Website, or any part thereof, with or without notice.

Any termination of your access to the Website under any provision of these Conditions may be

effected without prior notice. KCVLAA may also bar any further access to the Website. KCVLAA will not be liable to you or any third-party for any termination of your access to the Website.

### **7. Third Party Links on the Website**

The website provides links to other websites or resources. Because KCVLAA has no control over such sites and resources, KCVLAA is not responsible for the availability of any external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

KCVLAA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. KCVLAA shall not be held responsible for the accuracy, copyright or trademark compliance, legality, or decency of material contained in such websites, or that are otherwise provided to KCVLAA by third parties.

Remember that when you link to another site, that other site is governed by its own user agreement and privacy statement, which you should read prior to using such other website.

### **8. KCVLAA's Proprietary Rights**

The Website, and any software used in connection with providing the Website ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Content contained in sponsor advertisements or information presented to you through the Website or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

Except as expressly authorized by KCVLAA you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website or the Software, in whole or in part. KCVLAA grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software to access the Website through a compatible Web browser on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software.

You will not modify the Software in any manner or form, or use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Website. You will not access the Website by any means other than through the interface that is provided by KCVLAA.

**YOU AGREE NOT TO USE ANY SOFTWARE PRODUCT OR PROGRAM TO  
DOWNLOAD ANY PORTION OF THE WEBSITE FOR OFF-LINE DISPLAY.**

### **9. Disclaimer of Warranties**

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE WEBSITE IS  
AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS**

AVAILABLE" BASIS. KCVLAA AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, REASONABLE CARE, COMPATIBILITY, SECURITY, QUALITY, TIMELINESS, AVAILABILITY, COMPLETENESS, RELIABILITY, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE AND/OR ANY OF OUR AFFILIATES KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), IN EACH INSTANCE IN RESPECT OF THE SITE (INCLUDING, WITHOUT LIMITATION, ALL CONTENT).

KCVLAA MAKES NO WARRANTY THAT (i) THE WEBSITE WILL MEET YOUR REQUIREMENTS, (ii) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

WHILE KCVLAA USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION ON ITS WEBSITE, IT DOES NOT PROMISE OR WARRANT THAT ANY ASPECT OF ITS WEBSITE WILL WORK PROPERLY OR WILL BE CONTINUOUSLY AVAILABLE. FURTHER, KCVLAA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERROR OR OMISSION IN RESPECT OF ITS WEBSITE INCLUDING, WITHOUT LIMITATION, THE CONTENT.

FURTHERMORE, KCVLAA MAKES NO REPRESENTATION THAT MATERIALS OR CONTENT AVAILABLE THROUGH ITS WEBSITE ARE APPROPRIATE OR AVAILABLE FOR USE OUTSIDE THE UNITED STATES AND THEREFORE, ACCESS TO THEM FROM TERRITORIES WHERE THEIR CONTENTS ARE ILLEGAL IS PROHIBITED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KCVLAA THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE CONDITIONS.

#### **10. Limitation of Liability**

KCVLAA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF KCVLAA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES

PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (v) ANY OTHER MATTER RELATING TO, OR ANY CONTENT OR MATERIAL ON THE WEBSITE.

IN ALL EVENTS, KCVLAA'S AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE CONDITIONS AND/OR THE USE OR PERFORMANCE OF THE WEBSITE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT THEREON) WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO A MAXIMUM OF \$50 (FIFTY U.S. DOLLARS). SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

#### **11. No Third Party Beneficiaries**

You agree that, except as otherwise expressly provided in these Conditions, there shall be no third-party beneficiaries to this agreement.

#### **12. Links, Frames and Metatags**

Subject to the provisions of this section, you may link to the home page of KCVLAA as long as the link does not cast KCVLAA in a false or misleading light. If you want to establish a permanent link to the Website, please send an e-mail to [info@kcvlaa.org](mailto:info@kcvlaa.org) for further details. However, KCVLAA reserves the right to demand that you not link to the Website without assigning any reason whatsoever.

You agree to, within twenty-four (24) hours of receiving such a demand, permanently cease, directly or indirectly, linking to the Website or such portion of the Website as directed in the said demand. Further, you shall, under no circumstances, directly link to, or in any other manner provide information from, any secured portion of the website.

You may neither frame any content on the Website, nor use metatags or any other "hidden text," that incorporates KCVLAA's Trademarks or its name without its express prior written consent.

#### **13. Copyright**

KCVLAA owns or licenses the copyright in all the materials on the Website, including text, graphics, logos, button icons, audio clips, photographs, and software, and those rights are protected by United States and international copyright laws and other intellectual property laws.

#### **14. Trademark Information**

KCVLAA, the KCVLAA logo, trademarks and service marks and other KCVLAA logos and product and service names are trademarks of KCVLAA (the "KCVLAA Marks"). Without KCVLAA's prior permission, you agree not to display or use in any manner the KCVLAA Marks.

#### **15. Governing Law**

The Website is hosted on servers located in the United States and is intended to be viewed by residents of the United States. These Conditions are governed by the laws of the State of Missouri, U.S.A., except for its conflict of laws provisions. In the event you desire to initiate any suit against KCVLAA arising out of or related to the Website (including, without limitation, the content of the Website) and/or these Conditions, you agree to bring such suit in the federal courts sitting in Kansas City, Missouri, U.S.A. unless no federal subject matter jurisdiction exists, in which case you agree to bring such suit in the state courts sitting in Kansas City, Missouri, U.S.A.

You further agree that KCVLAA may initiate a suit against you arising out of or relating the Website (including, without limitation, the content of the Website) and/or these Conditions in such courts as it may deem appropriate in its sole discretion, and you hereby waive all rights you may have or which may hereafter arise to contest jurisdiction or venue in such courts.

#### **16. General Information**

The failure of KCVLAA to exercise or enforce any right or provision of these Conditions shall not constitute a waiver of the right or provision. If any provision of these Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Conditions remain in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action you allege arising out of or related to use of the Website or these Conditions must be filed within one year after the claim or cause of action arose or be forever barred.