

TERMS OF SERVICE

Knox Housing Partnership Inc. dba HomeSource east tennessee

BY VISITING INSERT WEBSITE DOMAIN, YOU ARE CONSENTING TO OUR TERMS OF SERVICE.

OVERVIEW

By using homesourcetn.org, referred to as this "Site", all visitors, referred to as "user", "you" and "your" are bound by these Terms of Service. The terms "we," "us," and "our" refer to Knox Housing Partnership, Inc. (the "Company"), owner of homesourcetn.org. Accessing this Site constitutes a use of the Site and an acceptance to the Terms provided herein.

By using the Site, you agree to these Terms of Service, without modification, and acknowledge reading them. We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms of Service with the modifications.

SITE USE

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms of Service.

In order to use the Site, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration information you give to the Company will always be accurate, correct and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Site, violate any laws in your jurisdiction.

You may use the Site for lawful purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

Knox Housing Partnership INTELLECTUAL PROPERTY

The Site contains intellectual property owned by Knox Housing Partnership, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the Knox Housing Partnership /homesourcetn.org, logo, all designs, text, graphics, photographs, other files, and the selection and arrangement thereof.

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You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site or Service content or intellectual property, in whole or in part without our prior written consent. We reserve the right to immediately remove you from the Site and Service, without refund, if you are caught violating this intellectual property policy.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE. ADDITIONALLY, Knox Housing Partnership IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF THE Knox Housing Partnership, Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL Knox Housing Partnership, Inc. CUMULATIVE LIABILITY TO YOU EXCEED \$100.

THIRD PARTY RESOURCES

The Site may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms of Service, or any use by you of the Site. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

RELEASE OF CLAIMS

In no event will the Company be liable to any party for any type of direct, indirect, special, incidental, or consequential damages for any use of or reliance on our Site or its Content. You hereby release the Company from any and all claims including those related to personal or business interruptions, misapplication or information, or any other loss, condition, or issue.

GOVERNING LAW; VENUE; MEDIATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, regardless of the conflict of laws principles thereof. If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Knoxville, TN or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ASSIGNMENT

These Terms of Service bind and inure to the benefit of the parties' successors and assigns. These Terms of Service are not assignable, delegable or otherwise transferable by you. Any transfer, assignment or delegation by you is invalid.

ENTIRE AGREEMENT; WAIVER; HEADINGS

This Agreement constitutes the entire agreement between you and Knox Housing Partnership, Inc. pertaining to the Site and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by Knox Housing Partnership, Inc. shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Knox Housing Partnership, Inc. The subject headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

If you have any questions or concerns regarding these Terms of Service, please email:
cosborn@homesourcetn.org

Updated: 4/30/19

DISCLAIMERS

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The Company makes no representation or warranty that the information provided, regardless of its source (the "Content"), is accurate, complete, reliable, current or error-free. The Company disclaims all liability for any inaccuracy, error or incompleteness in the Content.

By participating in and/or reading this website and/or other Content, including but not limited to blog, email, videos, webinars, and/or teleseminars, you acknowledge that the Company cannot guarantee the outcome of services and/or recommendations within the Content and any comments about the outcome are expressions of opinion only. The Company cannot make any guarantees other than to deliver information, education, and services purchased as described.

By participating in the Website and/or reading or otherwise utilizing the Company's Content, you acknowledge the Company and its representatives are not medical professionals, licensed psychologists, attorneys, or financial advisers, and the services or information provided here do not replace the care of medical or other licensed professionals. Any information provided here is in no way to be construed or substituted as medical advice or psychological counseling or any other type of therapy or advice.

You acknowledge that the Company has not and does not make any representations as to the future outcomes that may be derived as a result of use of the Company's website, programs, products or services. Testimonials, earnings, or examples shown through Company's website, programs, and/or services are only examples of what may be possible. There can be no assurance as to any particular outcome based on the use of the Company's programs and/or services.

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