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Effective Date: December 01, 2020

### **Data Controller Contact Information**

Elemental Notions

[KBPublisher.com](http://KBPublisher.com)

[privacy@kbpublisher.com](mailto:privacy@kbpublisher.com)

This privacy notice states our policies with respect to our website at the URL: [www.kbpublisher.com](http://www.kbpublisher.com), and any of its associated websites, including but not limited to makekb.com, which Elemental Notions may change from time to time at its discretion, (collectively, the "Website"), the services offered thereby, and your personal data. It states what personal data (PD) and non-personal data (NPD) we may collect from you, how we collect it, how we protect it, how we may share it, how you can access and change it, and how you can limit our sharing of it. Our privacy notice also explains certain legal rights that you have with respect to your personal data. Any capitalized terms not defined herein will have the same meaning as where they are defined elsewhere on our website.

### **Your Rights Under EU GDPR**

When using our website and submitting personal data to us, you may have certain rights under the General Data Protection Regulation (GDPR). If you submit Personal Data to us (as that term is defined in the GDPR) from European Union, you have the following rights:

#### **The right of access**

You have the right to get confirmation that your personal data is being processed and have the ability to access your personal data.

#### **The right to rectification**

You have the right to have your personal data corrected if it is inaccurate or incomplete.

#### **The right to erasure (right to be forgotten)**

You have the right to request the removal or deletion of your personal data if there is no compelling reason for us to continue processing it.

#### **The right to restrict processing**

You have a right to 'block' or restrict the processing of your personal data. When your personal data is restricted, we are permitted to store your data, but not to process it further.

#### **The right to data portability**

You have the right to request and get your personal data that you provided to us and use it for your own purposes. We will provide your data to you within 30 days of your request. To request your personal data, please contact us using the information at the top of this privacy notice.

#### **The right to object**

You have the right to object to us processing your personal data for the following reasons:

- Processing was based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling);
- Direct marketing (including profiling);
- Processing for purposes of scientific/historical research and statistics; and
- Rights in relation to automated decision-making and profiling.

#### **Automated individual decision-making and profiling**

You will have the right not to be subject to a decision based solely on automated processing, including profiling, which produces

egal effects concerning you or similarly significantly affects you.

## Filing a complaint with authorities

You have the right to file a complaint with supervisory authorities if your information has not been processed in compliance with the General Data Protection Regulation. If the supervisory authorities fail to address your complaint properly, you may have the right to a judicial remedy.

For further details about your rights under GDPR, visit <https://goo.gl/F41vAV>

## Definitions

'**Non-personal data**' (**NPD**) is information that is in no way personally identifiable. '**Personal data**' (**PD**) means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. PD is in many ways the same as Personally Identifiable Information (PII). However, PD is broader in scope and covers more data.

A "**visitor**" is someone who merely browses our website. A "**member**" is someone who has registered with us to use or buy our services and products. The term "user" is a collective identifier that refers to either a visitor or a member.

## Topics Covered in Our Privacy Notice

- Information We Collect
- Our Use of Cookies
- How Your Information Is Used
- Retaining and Destroying Your PD
- Updating Your PD
- Revoking Your Consent for Using Your PD
- Protecting the Privacy Rights of Third Parties
- Do Not Track Settings
- Links to Other Websites
- Protecting Children's Privacy
- Our Email Policy
- Our Security Policy
- Use of Your Credit Card
- Transferring PD from the European Union
- Changes to Our Privacy Notice

## Information We Collect

Generally, you control the amount and type of information that you provide to us when using our website.

## Our Legal Basis for Collecting and Processing Personal Data

Our legal basis for collecting and processing your PD when you sign up for our trial software or trial services, or buy our products or services is based on the necessity for the performance of a contract or to take steps to enter into a contract. Our legal basis for collecting and processing your PD when you sign up for our newsletter and information about our products and services through our website opt-in forms is consent.

## What Happens If You Don't Give Us Your PD

If you do not provide us with enough PD, we may not be able to provide you with any or all of the elected products and services. However, you can access and use some parts of our website without giving us your PD.

## We Collect Your PD in the Following Ways:

## Automatic Information

We automatically receive information from your web browser or mobile device. This information includes the name of the website from which you entered our website, if any, as well as the name of the website you'll visit when you leave our website. This information also includes the IP address of your computer/the proxy server you use to access the Internet, your Internet service provider's name, your web browser type, the type of mobile device, your computer operating system, and data about your browsing activity when using our website. We use all this information to analyze trends among our users to help improve our website.

## At User and Member Registration or When Buying Products or Services

When you register as a user, member, or when buying our products or services, we may collect some or all of the following information: your first and last name, email address, physical address, company name, credit card or other payment information, phone number, user name, password, and other information listed.

## When Buying Products or Services

If you buy products or services from us, we collect your first and last name, email address, physical address, credit card or other payment information, phone number, number of employees what you are using kbpublisher.com for, and other information listed.

## Mobile Application

If you use our mobile application, you may have to provide PD to use it.

## Customer Support - Phone, Chat & Email

Our website contains chat software that enable visitors to communicate with us live online or offline by email. In some cases, visitors can communicate with us without becoming a member or buying our products and services. When you use this chat software, we may collect some or all the following information: your email address, first name, last name, location, and any other information you willingly choose to provide to us. We also collect this type of information when you use our phone or email support. You should limit the information you provide to us that is only necessary to answer your questions.

## Your California Privacy Rights

Under California Civil Code Section 1798.83 our customers and users who are California residents are permitted to request certain information about the types of information shared by Elemental Notions with third parties for their direct marketing purposes and the identities of those third parties. To make such a request, please send an email to: [privacy@kbpublisher.com](mailto:privacy@kbpublisher.com)

## Our Use of Cookies

Our website uses cookies. A cookie is a small piece of data or a text file that is downloaded to your computer or mobile device when you access certain websites. Cookies may contain text that can be read by the web server that delivered the cookie to you. The text contained in the cookie generally consists of a sequence of letters and numbers that uniquely identifies your computer or mobile device; it may contain other information as well.

**By agreeing to accept our use of cookies, you are giving us, and third parties we partner with, permission to place, store, and access some or all the cookies described below on your computer.**

### Strictly Necessary Cookies

These cookies are necessary for proper functioning of the website, such as displaying content, logging in, validating your session, responding to your request for services, and other functions. Most web browsers can be set to disable the use of cookies. However, if you disable these cookies, you may not be able to access features on our website correctly or at all.

### Performance Cookies

These cookies collect information about the use of the website, such as pages visited, traffic sources, users' interests, content management, and other website measurements.

### Functional Cookies

These cookies enable the website to remember a user's choices - such as their language, user name, and other personal choices - while using the website. They can also be used to deliver services, such as letting a user make a blog post, listen to audio, or watch videos on the website.

## Media Cookies

These cookies can be used to improve a website's performance and provide special features and content. They can be placed by third parties who provide services to us or by our company.

## Advertising or Targeting Cookies

These cookies are usually placed and used by advertising companies to develop a profile of your browsing interests and serve advertisements on other websites that are related to your interests. You will see less advertising if you disable these cookies.

## Session Cookies

These cookies allow websites to link the actions of a user during a browser session. They may be used for a variety of purposes, such as remembering what a user has put in their shopping cart as they browse a website. Session cookies also permit users to be recognized as they navigate a website so that any item or page changes they make are remembered from page to page. Session cookies expire after a browser session; thus, they are not stored long term.

## Persistent Cookies

These cookies are stored on a user's device in between browser sessions, which allows the user's preferences or actions across a site (or, in some cases, across different sites) to be remembered. Persistent cookies may be used for a variety of purposes, including remembering users' choices and preferences when using a website or to target advertising to them.

## We may also use cookies for:

- Identifying the areas of our website that you have visited
- Personalizing content that you see on our website
- Our website analytics
- Remarketing our products or services to you
- Remembering your preferences, settings, and login details
- Targeted advertising and serving ads relevant to your interests
- Affiliate marketing
- Allowing you to post comments
- Allowing you to share content with social networks

Most web browsers can be set to disable the use of cookies. However, if you disable cookies, you may not be able to access features on our website correctly or at all.

## Web Beacons

We may also use a technology called web beacons to collect general information about your use of our website and your use of special promotions or newsletters. The information we collect by web beacons allows us to statistically monitor the number of people who open our emails. Web beacons also help us to understand the behavior of our customers, members, and visitors.

## Google Ad and Content Network Privacy Notice

Third-party vendors, including Google, use cookies to serve ads based on a user's past visits to our website. Google's use of the DoubleClick cookie enables it and its partners to serve ads to our users based on their visits to our site and/or other sites on the Internet. Users may opt out of the use of the DoubleClick cookie for interest-based advertising by visiting <http://www.aboutads.info/choices/> For European users visit <http://www.youronlinechoices.eu>

## Google Analytics Privacy Notice

Our website uses Google Analytics to collect information about the use of our website. Google Analytics collects information from users such as age, gender, interests, demographics, how often they visit our website, what pages they visit, and what other websites they have used before coming to our website. We use the information we get from Google Analytics to analyze traffic, remarket our products and services to users, improve our marketing, advertising, and to improve our website. We have enabled Google Analytics advertising features such as remarketing with Google Analytics, Google Display Network Impression Reporting, and Google Analytics Demographics and Interest Reporting. Google Analytics collects only the IP address assigned to you on the date you visit our website, not your name or other identifying information. We do not combine the information collected using Google Analytics with PD. Although Google Analytics plants a permanent cookie on your web browser to identify you as a unique user the next

time you visit our website, the cookie cannot be used by anyone but Google. Google also uses specific identifiers to help collect information about the use of our website. For more information on how Google collects and processes your data, visit <https://www.google.com/policies/privacy/partners/> You can prevent Google Analytics from using your information by opting out at this link: <https://tools.google.com/dlpage/gaoptout>

## How Your Information Is Used

We use the information we receive from you to:

- Provide our products and services you have requested or purchased from us
- Personalize and customize our content
- Make improvements to our website
- Contact you with updates to our website
- Resolve problems and disputes
- Contact you with marketing and advertising that we believe may be of interest to you

## Communications and Emails

When we communicate with you about our website, we will use the email address you provided when you registered as a member or user. We may also send you emails with promotional information about our website or offers from us or our affiliates unless you have opted out of receiving such information. You can change your contact preferences at any time through your account or by sending us an email with your request to: [privacy@kbpublisher.com](mailto:privacy@kbpublisher.com)

## Sharing Information With Affiliates and Other Third Parties

We do not sell or rent your PD to third parties for marketing purposes. However, for data aggregation purposes we may use your NPD, which might be sold to other parties at our discretion. Any such data aggregation would not contain any of your PD. We may provide your PD to third-party service providers we hire to provide services to us. These third-party service providers may include but are not limited to: payment processors, web analytics companies, advertising networks, call centers, data management services, help desk providers, accountants, law firms, auditors, shopping cart and email service providers, and shipping companies.

## Legally Required Releases of Information

We may be legally required to disclose your PD if such disclosure is (a) required by subpoena, law, or other legal process; (b) necessary to assist law enforcement officials or government enforcement agencies; (c) necessary to investigate violations of or otherwise enforce our Terms of Service; (d) necessary to protect us from legal action or claims from third parties, including you and/or other users or members; or (e) necessary to protect the legal rights, personal/real property, or personal safety of our company, users, employees, and affiliates.

## Disclosures to Successors

If our business is sold or merges in whole or in part with another business that would become responsible for providing the website to you, we retain the right to transfer your PD to the new business. The new business would retain the right to use your PD according to the terms of this privacy notice as well as to any changes to this privacy notice as instituted by the new business. We also retain the right to transfer your PD if our company files for bankruptcy and some or all of our assets are sold to another individual or business.

## Community Discussion Boards

Our website may offer the ability for users to communicate with each other through online community discussion boards or other mechanisms. We do not filter or monitor what is posted on such discussion boards. If you choose to post on these discussion boards, you should use care when exposing any PD, as such information is not protected by our privacy notice nor are we liable if you choose to disclose your PD through such postings. Also, PD you post on our website for publication may be available worldwide by means of the Internet. We cannot prevent the use or misuse of such information by others.

## Retaining and Destroying Your PD

We retain information that we collect from you (including your PD) only for as long as we need it for legal, business, or tax purposes. Your information may be retained in electronic form, paper form, or a combination of both. When your information is no longer needed, we will destroy, delete, or erase it.

## Updating Your PD

You can update your PD using services found on our website. If no such services exist, you can contact us using the contact information found at the top of this notice and we will help you. However, we may keep your PD as needed to enforce our agreements and to comply with any legal obligations.

## **Revoking Your Consent for Using Your PD**

You have the right to revoke your consent for us to use your PD at any time. Such an opt out will not affect disclosures otherwise permitted by law including but not limited to: (i) disclosures to affiliates and business partners, (ii) disclosures to third-party service providers that provide certain services for our business, such as credit card processing, computer system services, shipping, data management services, (iii) disclosures to third parties as necessary to fulfill your requests, (iv) disclosures to governmental agencies or law enforcement departments, or as otherwise required to be made under applicable law, (v) previously completed disclosures to third parties, or (vi) disclosures to third parties in connection with subsequent contests or promotions you may choose to enter, or third-party offers you may choose to accept. If you want to revoke your consent for us to use your PD, send us an email with your request to: [privacy@kbpublisher.com](mailto:privacy@kbpublisher.com)

## **Protecting the Privacy Rights of Third Parties**

If any postings you make on our website contain information about third parties, you must make sure you have permission to include that information in your posting. While we are not legally liable for the actions of our users, we will remove any postings about which we are notified, if such postings violate the privacy rights of others.

## **Do Not Track Settings**

Some web browsers have settings that enable you to request that our website not track your movement within our website. Our website does not obey such settings when transmitted to and detected by our website. You can turn off tracking features and other security settings in your browser by referring to your browser's user manual.

## **Links to Other Websites**

Our website may contain links to other websites. These websites are not under our control and are not subject to our privacy notice. These websites will likely have their own privacy notices. We have no responsibility for these websites and we provide links to these websites solely for your convenience. You acknowledge that your use of and access to these websites are solely at your risk. It is your responsibility to check the privacy notices of these websites to see how they treat your PD.

## **Protecting Children's Privacy**

Even though our website is not designed for use by anyone under the age of 16, we realize that a child under the age of 16 may attempt to access our website. We do not knowingly collect PD from children under the age of 16. If you are a parent or guardian and believe that your child is using our website, please contact us. Before we remove any information, we may ask for proof of identification to prevent malicious removal of account information. If we discover that a child is accessing our website, we will delete his/her information within a reasonable period of time. You acknowledge that we do not verify the age of our users nor do we have any liability to do so.

## **Our Email Policy**

You can always opt out of receiving further email correspondence from us or our affiliates. We will not sell, rent, or trade your email address to any unaffiliated third party without your permission except in the sale or transfer of our business, or if our company files for bankruptcy.

## **Our Security Policy**

We have built our website using industry-standard security measures and authentication tools to protect the security of your PD. We and the third parties who provide services for us, also maintain technical and physical safeguards to protect your PD. When we collect your credit card information through our website, we will encrypt it before it travels over the Internet using industry-standard technology for conducting secure online transactions. Unfortunately, we cannot guarantee against the loss or misuse of your PD or secure data transmission over the Internet because of its nature.

We strongly urge you to protect any password you may have for our website and to not share it with anyone. You should always log out of our website when you finish using it, especially if you are sharing or using a computer in a public place.

## **Use of Your Credit Card**

You may have to provide a credit card to buy products and services from our website. We use third-party billing services and have no control over these services. We use our commercially reasonable efforts to make sure your credit card number is kept strictly confidential by using only third-party billing services that use industry-standard encryption technology to protect your credit card number from unauthorized use. However, you understand and agree that we are in no way responsible for any misuse of your credit



card number.

## **Transferring PD From the European Union**

(PD) that we collect from you may be stored, processed, and transferred between any of the countries in which we operate, specifically the United States and India. The European Union has not found the United States and some other countries to have an adequate level of protection of PD under Article 45 of the GDPR. Our company relies on derogations for specific situations as defined in Article 49 of the GDPR. For European Union customers and users, with your consent, your PD may be transferred outside the European Union to the United States, India and or other countries. We will use your PD to provide the goods, services, and/or information you request from us to perform a contract with you or to satisfy a legitimate interest of our company in a manner that does not outweigh your freedoms and rights. Wherever we transfer, process or store your PD, we will take reasonable steps to protect it. We will use the information we collect from you in accordance with our privacy notice. By using our website, services, or products, you agree to the transfers of your PD described within this section.

## **Changes to Our Privacy Notice**

We reserve the right to change this privacy notice at any time. If our company decides to change this privacy notice, we will post those changes on our website so that our users and customers are always aware of what information we collect, use, and disclose. If at any time we decide to disclose or use your PD in a method different from that specified at the time it was collected, we will provide advance notice by email (sent to the email address on file in your account). Otherwise we will use and disclose our users' and customers' PD in agreement with the privacy notice in effect when the information was collected. In all cases, your continued use of our website, services, and products after any change to this privacy notice will constitute your acceptance of such change.

## **Questions About Our Privacy Notice**

If you have any questions about our privacy notice, please contact us using the information at the top of this privacy notice or email us at [privacy@kbpublisher.com](mailto:privacy@kbpublisher.com).

## Terms of Use

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These terms of service ("Terms") are a legal agreement between you ("You") and Elemental Notions LLC ("Us" or "We"). These Terms govern the use of Our KBPublisher Cloud Service ("Service"). These Terms will also apply if You create a free trial of Our Service.

### 1. Acceptance of Terms

**1.1 Acceptance of Terms:** Your use of the Service is subject to these Terms. By using the Software and/or clicking a checkbox indicating Your acceptance, You will be deemed to have accepted and agreed to be bound by these Terms. If You are entering into this agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity to these Terms and in such case "You" shall refer to such entity. If You do not have such authority or do not agree to these Terms, You must not accept these Terms and may not use the Service.

### 2. Use of KBPublisher Service

**2.1 The Service:** The "Service" includes a) the KBPublisher Cloud service, b) the KBPublisher API, c) the KBPublisher website and d) any other software, data, text, images, sounds, videos or other content made available via the KBPublisher site, or developed via the KBPublisher API. Any new features added to or augmenting the Service are also subject to these Terms.

**2.2 Support:** The Service includes basic support for purchased services to You at no additional charge which is available by email to paying customers. Extended support options are available at additional cost.

**2.3 Availability:** We do our very best to make the Service available 24 hours per day, 7 days per week except for a) short periods of planned downtime of less than 10 minutes in any 24 hour period, b) planned downtime greater than 10 minutes for which we will endeavor to give at least 48 hours notice and will where practical schedule such downtime on Saturday or Sunday between 7AM and 6PM GMT c) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of Gods, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, technical failures beyond our control, internet service provider failures, or denial of service attacks.

**2.4 Free Trial:** If You register for a free trial of our Service, We will make the Service available to you until the end of the free trial period. You are responsible for entering your payment details prior to the expiration of the trial if you wish to continue to use the Service. Upon expiration of a trial and suspension of an account without valid payment details; any data previously entered into the Service will be permanently lost.

**2.5 No Reselling, Time-Sharing or Sub-Licensing:** You may not lease, license, sublicense, sell, resell, rent, or otherwise commercially exploit the software to any third party.

**2.6 Usage Restrictions:** You may not use the Service in an unlawful manner, including but not limited to, violation of intellectual property rights, sending spam or other unsolicited messages in violation of applicable laws, to transmit infringing, threatening, offensive, libelous or otherwise unlawful material, or to store or transmit malicious code.

**2.7 Unauthorized Access:** You must use commercially reasonable efforts to prevent unauthorized access to the Service and at all times secure passwords and promptly notify Us of any unauthorized use.

### 3. Data

**3.1 Your Data:** We acquire no right, title or interest from You or Your users under these Terms in or to Your data, including any intellectual property rights therein.

**3.2 Responsibility for Data:** You are responsible for all the text, images, data, files or other materials that You or Your users post or is otherwise transmitted via the Service.

**3.3 Data Portability:** At any point you may request a full database export of all your data contained within the Service. You may make a single request per month for a full data export; more regular exports are available at additional cost. You may also export your data using the API.

**3.4 Data Protection:** We shall neither modify nor disclose your data to a third party unless as compelled to by law or as necessary to provide the Service, to prevent or address technical issues or to respond to Your support requests.

**3.5 Data Security:** We shall maintain appropriate administrative, physical and technical safeguards to protect the security and confidentiality of Your data and the personal data of your users, including but not limited to the appropriate use of SSL encryption for data in transmission.

**3.6 Data Storage:** Your data is stored in secure datacenters located in the United States. Your data is regularly backed up to the Amazon S3 data storage platform which provides further fault tolerant secure storage.

**3.7 Feedback:** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use any suggestions, feature requests, feedback, comments and recommendations submitted by You or Your users submitted directly to Us via email or other channel.

### 4. Terms of Payment

**4.1 Pay as you go Billing:** The Service is made available to You on a pay-as-you-go basis and is charged at the start of the agreed billing period (typically monthly).

**4.2 Agent Accounts:** The Service is billed on a per agent basis commonly known as seat based licensing. Each agent account represents an individual person. You are responsible for ensuring that agent accounts are not shared amongst different people and are liable for charges due if accounts are shared.

**4.3 Modifying your Subscription:** During the course of the month you may increase or decrease the number of agents on your plan. You will be charged the new price at the commencement of your next billing cycle. Increasing the number of agents will result in pro-rata charges on your next bill.

**4.4 No Refunds:** There are no refunds or credits for partial months of Service, plan downgrades or if you choose to close your account.

**4.5 Billing Security:** We use a third party (SagePay) to manage credit card processing. At no time do We store or retain your credit card details.

**4.6 Taxes:** Our published prices do not include taxes. You are responsible for paying taxes except those that we have a legal obligation to collect.

**4.7 Account Suspension:** After 7 days of non-payment your account will be suspended. After 30 days of non payment Your account will be deleted; any data previously entered into the Service will be permanently lost. You will be regularly notified via email and through the Service itself of billing failure and any imminent suspension.

**4.8 Usage Restrictions:** The Service may be subject to limitations on the amount of data storage or bandwidth Your account uses, or any excessive use of some part of the Service. We reserve the right to contact You about special pricing in such circumstances.

## 5. Intellectual property

**5.1 Intellectual Property:** You acknowledge and agree that all intellectual property rights in the software and trade marks vest and shall always remain vested with Us and that You have no right, title or interest in or to such intellectual property rights. The rights granted to You to use the Service under these Terms do not convey any additional rights in the Service.

**5.2 Trademarks:** You may not use the KBPublisher trademark in your product or advertising other than to identify yourselves as a customer of the Service.

**5.3 Customer Identification:** You agree to allow Us to identify You as a customer of Us, and to include this information on relevant marketing materials.

## 6. Non-Solicitation of Employees

**6.1 Non-Solicitation of Employees:** During the term of this EULA and for a period of 1 year thereafter, You will not directly or indirectly solicit for hire or engagement, or cause others to solicit for hire or engagement any employee or consultant of the Licensor.

## 7. Termination

**7.1 Term:** This Agreement commences on the date You accept it and continues until all subscriptions for the Service have expired or been terminated.

**7.2 Cancellation:** You are responsible for the cancellation of the Service by contacting [customer.service@kbpublisher.com](mailto:customer.service@kbpublisher.com). There is no other way to cancel the account. Once an account is cancelled, you will lose access to the Service and we will delete all your content in the normal course of operations. You will not be refunded for any unused Service and will be charged for any remaining pro-rata charges.

**7.3 Termination:** We reserve the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) at any time. We may refuse current and future use of the Service and delete your content if you have violated any of these Terms. We will make reasonable endeavors to contact you via email prior to any account termination. We will not be liable to you or any third party for any modification, suspension or discontinuation of the service.

## 8. Disclaimers; No Warranties, Limitation of Liability

**8.1 Disclaimer:** THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED UNDER LAW. WE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, BUG-FREE OR VIRUS-FREE AND NO STATEMENT OR COMMUNICATION WITH US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**8.2 Limitation of Liability:** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, LOSS OF BUSINESS, PROFITS OR OTHER LOSS, THAT RESULT FROM THIS AGREEMENT, EVEN IF SUCH PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY

This document contains the End User License Agreement between Elemental Notions LLC, herein referred to as "the company", "we", "us", and "our", and the End User (herein referred to as "you", "your", "yours", etc.). By installing and using KBPublisher (herein referred to as "the software"), you are agreeing to these terms and conditions.

## 1. TERMS AND DEFINITIONS

1. An "instance" of the software is a unique installation of the software on a system capable of running it, whether used for production purposes or for testing.
2. A "admin user" is a unique account installed in an instance of KBPublisher. Depending on their privileges, this user can create and/or manage articles and/or administer the knowledgebase.
3. A "end user" is a unique account installed in an instance of KBPublisher, used by one or more persons to read articles, download files and browse your knowledgebase.

## 2. RIGHT TO RUN

Your purchase of a KBPublisher license grants you the right to make use of a single instance of the software. You may temporarily install a second instance of KBPublisher on an internal development server for testing and deployment planning, but only one instance of KBPublisher shall be in operation (available for access to your admin users or end users).

If you wish to run more than one instance of KBPublisher, you must purchase an additional license for each additional instance. Modifications to the software or database to circumvent the one-license-one-board rule are prohibited.

## 3. LICENSEE

The Software is licensed only to you. You may not rent, lease, sublicense, sell, assign, pledge, transfer or otherwise dispose of the Software in any form, on a temporary or permanent basis, without the prior written consent of Elemental Notions LLC.

## 4. ACCURATE LICENSE INFORMATION

Your right to use a KBPublisher instance under a purchased license requires you to provide accurate information regarding the location (or planned location) of the software instance. You must maintain accurate contact information in your Members Area profile and maintain accurate location details for your software instance(s).

From time to time, we may inspect your registration integrity. No information about your server will be collected in this process. The only information checked will be your licence number and the domain on which KBPublisher is run.

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