

Terms of Use

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Welcome to www.kildarepartners.com (the "Website") of Kildare Partners US, LLC ("Kildare", "we", "us" or "our"). We provide the Website to you subject to the following Terms and Conditions ("Terms"). You can download a printable copy of this Notice [here](#).

All references to Kildare include not only Kildare Partners US, LLC, located 1301 Solana Boulevard Building 2, Suite 2300, Westlake, TX 76262, but also our other affiliates, unless expressly stated otherwise.

1. ACCEPTANCE OF TERMS OF USE

Please carefully read and print the following Terms before use of the Website. By accessing and using the Website, you acknowledge that you have read and understand and agree to be bound by these Terms which are as effective as if you had signed it. If at any time you do not agree to these Terms, please do not access or use the Website or any of its Content.

YOUR ACCESS TO, USE OF AND BROWSING OF THE WEBSITE AND ITS CONTENTS IS SUBJECT TO THE TERMS CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS, YOUR PERMISSION TO ACCESS OR USE THE WEBSITE IS AUTOMATICALLY AND IMMEDIATELY REVOKED.

We may revise or update the Terms from time to time. You should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the "Last Revised" legend at the top of this page. Any changes in the Terms take effect upon posting and only apply to use of the Website after that date. Each time you access, use or browse a Website, you (i) signify your acceptance of the then-current Terms, (ii) consent to receive communications from us in an electronic form, and (iii) agree that all terms and conditions, agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

2. PERMITTED USERS OF THE WEBSITE

In consideration of your use of the Website, you represent that you are of an age to form a legally binding contract and you are not prohibited from receiving services under the laws of the United States or any other applicable jurisdiction.

The Website is directed to persons 18 years of age or older. We do not knowingly collect information from children under age 18 through the Website. If you are under age 13, you are not permitted to use the Website or to submit any personally identifiable information to the Website. If you provide information to us through the Website, you represent that you are 13 years of age or older. If you are between 13 and 17 years of age, when you visit, browse and use the information on the Website, you represent that you have the permission of a parent or guardian to do so and who agrees to these Terms on your behalf. If you are a parent or guardian and believe we may have inadvertently collected personal information from your child, please notify us immediately by sending an email to dataprotection@kildarepartners.com.

3. ACCEPTABLE USE

The content available through the Website ("Content") is the sole and exclusive property of Kildare, its affiliates and/or its licensors. You agree not to reproduce, duplicate, modify, copy, sell, resell or exploit for any commercial purpose, any portion of the Website or Content other than as expressly authorized by Kildare in writing. Use of the Website or Content in any way not expressly permitted by these Terms is prohibited and may be actionable under United States or international law. You agree not to access the Website by any means other than through a standard web browser in any media.

The Website and Content are provided solely for your own information and personal use. You may not publish, modify, distribute, perform, sell, resell, exploit, or create derivative works from any part of the Website or Content unless expressly authorized by Kildare in writing. You agree that you will not remove, obscure or modify any acknowledgements, credits or legal, intellectual property or proprietary notices, or any marks or logos contained on the Website or in the Content.

Special terms may apply to some products or services offered on the Website that may be offered on the Website. Such special terms (which may include official rules and expiration dates) may be posted in connection with the applicable product or service. We urge you to read the applicable terms, which are linked from the particular product or service, as those terms shall apply to your use of the product or service.

4. LINKED WEBSITE

The Website may contain advertisements, postings and links to other websites operated by other parties. The Website provides these advertisements, postings and links as a convenience, and your use of any other websites, products or services is at your own risk. Any advertisements, postings and linked websites are not under the control of Kildare which is not responsible for their content. Such advertisements, postings or links or references to third party goods or services do not imply endorsement of information, material, products or services of any third party or on any other site. We disclaim all liability with regard to your access to and use of such information, material, products or services or transactions with any such linked websites or third parties. You acknowledge and agree that Kildare shall not be responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other site or resource. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE WEBSITE AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD-PARTY. WE ENCOURAGE YOU TO REVIEW ALL POLICIES, RULES, TERMS AND REGULATIONS, INCLUDING THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD-PARTY SITE THAT YOU VISIT.

5. OWNERSHIP OF INTELLECTUAL PROPERTY

You acknowledge and agree that, as between Kildare and you, all right, title and interest in and to the Website and Content, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know how, or any other intellectual property rights, are owned exclusively by Kildare, its affiliates, or its licensors, are valid and enforceable, and are protected by United States intellectual property laws and other applicable laws. You agree that you will not modify, decompile, disassemble, reverse engineer or create derivative works of the Website or any portion thereof.

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6. USER GENERATED CONTENT

Prohibited Actions: You agree that the following actions are prohibited and constitute a material breach of these Terms. This list is not meant to be exhaustive, and we reserve the right to determine what types of conduct we consider to be inappropriate uses of the Website. In the case of inappropriate use, we may take such measures as we determine in our sole discretion.

By way of example, and not as a limitation, you agree that you will not:

1. Use the Website or Content for any purpose or to take any actions in violation of local, state, national or international laws, regulations, codes or rules.
2. Take any action that places an unreasonable or disproportionately large load on the Website's infrastructure or otherwise that may adversely affect performance of the Website or restrict any other user or Kildare from using or enjoying the Communication Services or the Website.
3. Use the Website for unauthorized framing or linking, or via automated devices, bots, agents, crawl, scraping, scripts, intelligent search or any similar means of access to Content.
4. Aggregate, copy, duplicate, publish or make available any Content to third parties outside the Website in any manner.
5. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy or publicity) of others, or impersonating anyone else or misrepresenting your identity of affiliation.
6. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, pornographic, offensive, harassing, infringing, obscene, indecent or unlawful topic, name, material, content or information.
7. Upload or download files that contain software or other material protected by intellectual property laws or other laws, unless you own or control the rights, titles, or interests thereto or have received all necessary consents or rights.
8. Upload or transmit files that contain viruses, mal-ware, disabling code, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
9. Use the Website to make available unsolicited advertising or promotional materials, spam, pyramid schemes, chain letters, or similar forms of unauthorized advertising or solicitation.
10. Harvest or otherwise collect information about others, including without limitation email addresses or other contact information, without their consent, or hack or violate any security measures.
11. Falsify or delete any author attributions, legal or other notices, or proprietary designations or labels of origin or source.
12. Engage in any other action that, in our judgment, exposes us or any third party to potential liability or detriment of any type.

7. NO ADVICE OR OFFERING

KILDARE IS NOT UTILIZING THE WEBSITE TO PROVIDE INVESTMENT OR OTHER ADVICE AND NO MATERIALS CONTAINED ON THE WEBSITE SHOULD BE CONSTRUED OR RELIED UPON AS INVESTMENT, LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE. NEITHER THE INFORMATION, NOR ANY OPINION CONTAINED ON THE WEBSITE CONSTITUTES A SOLICITATION OR OFFER BY US TO BUY OR SELL ANY SECURITIES, FUTURES, OPTIONS OR OTHER FINANCIAL INSTRUMENTS, NOR SHALL ANY SUCH SECURITY BE OFFERED OR SOLD TO ANY PERSON IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION, PURCHASE OR SALE WOULD BE UNLAWFUL UNDER THE SECURITIES LAW OF EACH JURISDICTION. ANY TRANSACTIONS LISTED ON THE WEBSITE ARE INCLUDED AS REPRESENTATIVE TRANSACTIONS AND ARE NOT NECESSARILY REFLECTIVE OF OVERALL PERFORMANCE.

8. YOUR INDEMNITY OF KILDARE

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD KILDARE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS AND OTHERS ACTING IN CONCERT WITH IT, HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO OR

ARISING OUT OF (A) YOUR USE OF OR RELIANCE ON THE WEBSITE OR ANY CONTENT, PRODUCTS, SERVICES OR ACTIVITY, YOUR DEALINGS IN CONNECTION WITH THE WEBSITE, OR YOUR SUBMISSION(S) OR ANY OTHER MATERIALS YOU SUBMIT TO US OR TRANSMIT TO THE WEBSITE; (B) YOUR VIOLATION OF THESE TERMS, ANY APPLICABLE LAWS, OR THE RIGHTS OF KILDARE OR ANY THIRD PARTY; AND (C) ANY ACTIVITY RELATED TO YOUR ACCOUNT OR ANY OTHER PERSON ACCESSING THE WEBSITE ON YOUR BEHALF.

9. DISCLAIMER

THE WEBSITE AND ALL INFORMATION, CONTENT, SERVICES, PRODUCTS AND ACTIVITIES OFFERED, CONTAINED IN OR ADVERTISED ON THE WEBSITE, INCLUDING WITHOUT LIMITATION TEXT, VIDEO, GRAPHICS AND LINKS, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KILDARE AND ITS AFFILIATES, LICENSORS, VENDORS, SUPPLIERS AND RELATED PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, CONTENT, SERVICES, PRODUCTS, ACTIVITIES AND MATERIALS, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE FOREGOING, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SUITABILITY, FREEDOM FROM COMPUTER VIRUS, ACCURACY, RELIABILITY, SAFETY, NON-INTERRUPTION, PERFORMANCE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR COMPLIANCE WITH APPLICABLE LAW. YOUR USE OF THE WEBSITE AND ANY CONTENT IS ENTIRELY AT YOUR OWN RISK.

Without limiting the foregoing, you are responsible for taking all necessary precautions to ensure that any Content or access to the Website is free of viruses or other harmful code.

10. MODIFICATIONS TO THE WEBSITE, PRODUCTS, OR SERVICES

We reserve the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Website, products, services or any portion thereof, with or without notice. You agree that Kildare will not be liable to you or to any third party for any modification, suspension or discontinuance of a Website, product, or service.

11. SUSPENSION AND TERMINATION RIGHTS

Kildare reserves the right, at its sole discretion, immediately and without notice, to suspend, discontinue, or terminate your access to the Website, products, services or any part thereof for any reason, including without limitation any breach by you of these Terms. You agree that Kildare shall not be liable to you or any third party for any such suspension, discontinuance or termination.

12. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, KILDARE AND ITS AFFILIATES, LICENSORS, LICENSEES, SUPPLIERS AND RELATED PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, USE, INABILITY TO USE OR PERFORMANCE OF, OR THE INFORMATION, CONTENT, PRODUCTS, SERVICES, ACTIVITIES OR MATERIALS AVAILABLE FROM OR THROUGH THE WEBSITE. IN NO EVENT SHALL KILDARE OR ITS AFFILIATES, LICENSORS, LICENSEES, SUPPLIERS OR RELATED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM (A) THE USE OF OR THE INABILITY TO USE THE WEBSITE, PRODUCTS, SERVICES OR ACTIVITIES, (B) ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE, (C) ANY LOSS OF, UNAUTHORIZED ACCESS TO, OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA, OR (D) PROCUREMENT OF ANY SUBSTITUTE PRODUCTS OR SERVICES, INCLUDING BUT

NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLES, EVEN IF KILDARE OR ANY OF THOSE ENTITIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY.

Exclusions and Limitations: Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

13. NOTICE REQUIRED BY CALIFORNIA LAW

Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice:

The name, address and telephone number of the provider of this service is Kildare Partners US, LLC; 1301 Solana Boulevard Building 2, Suite 2300, Westlake, TX 76262; and (214) 756-6034. Complaints regarding the service or requests to receive further information regarding use of this service may be sent to either the above address, dataprotection@kildarepartners.com or (214) 756-6034.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N-112, Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210.

14. GOVERNING LAW AND DISPUTES

These Terms shall be governed by, and will be construed in accordance with, the laws of the State of Delaware U.S.A., without regard to choice of law principles. You irrevocably agree that the federal and state courts located in Delaware, U.S.A., are the sole and exclusive forum and venue for any dispute, as the most convenient and appropriate to address any disputes, and you agree to submit to the jurisdiction and venue of such courts. You agree that to the fullest extent permitted by law: (1) no claims by you shall be joined with any other and you agree not to participate in any claim brought by others; (2) YOU HAVE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (3) no claims shall be brought by you more than one (1) year after such claim has accrued; and (4) you have no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

The Website is controlled within the State of Delaware, U.S.A., and directed to individuals residing in the United States. Those who choose to access the Websites from locations outside the United States do so on their own initiative and are responsible for compliance with local laws if and to the extent applicable. Kildare does not represent that the Website or its Content are appropriate outside the United States. Access to this Website from jurisdictions or territories where the Contents of this Website are illegal or penalized is prohibited. We have no obligation to provide access to the Website, products, or services and reserves the right to limit the availability of the Website to any person, geographic area or jurisdiction at any time in its sole discretion.

15. MISCELLANEOUS

These Terms set forth the entire understanding and agreement between you and Kildare with respect to the subject matter hereof. If any provision of the Terms 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 shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. The materials appearing on the Website could include technical, typographical, or photographic errors. Kildare does not warrant that any of the materials on the Website are accurate, complete, or current. Our failure to

act with respect to any failure by you or others to comply with these Terms does not waive its right to act with respect to subsequent or similar failures. You may not assign or transfer these Terms or your rights or obligations under these Terms without the prior written consent of Kildare, and any assignment or transfer in violation of this provision shall be null and void. We may assign, transfer, sublicense or delegate our rights or obligations under these Terms either in whole or in part, at any time, at our sole discretion, and without your consent. There are no third-party beneficiaries to these Terms. No joint venture, partnership, shareholder, employment or agency relationship exists between Kildare and you as a result of agreeing to these Terms or your use of the Website, products, or services.

16. HOW DO I CONTACT KILDARE?

If you have any questions about these Terms of Use please do not hesitate to contact us at:

E-mail: dataprotection@kildarepartners.com

Phone: (214) 756-6034

Postal Address: Kildare Partners US, LLC Attention: Privacy Inquiries, 1301 Solana Boulevard Building 2, Suite 2300, Westlake, TX 76262