

TERMS OF USE

Effective February 15, 2021

These TERMS OF USE constitute an agreement (“Agreement”) made between Kingdom Quality Communications, Inc. (“KQ”) and any person accessing this web site (“You”). You agree to abide by all of the terms contained in this Agreement as a condition of your continuing to access, view or use the <http://www.sourcesofcolor.com> (the “Site”). KQ and You are collectively referred to as the parties. BY ACCESSING, VIEWING OR USING ANY PART OF THE SITE, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU DO NOT HAVE KQ’S PERMISSION TO ACCESS, VIEW, OR USE ANY PART OF THE SITE. ANY SUCH UNAUTHORIZED USE VIOLATES KQ’S RIGHTS IN THE SITE AND IS PROHIBITED. If you wish to terminate this Agreement, at any time you can do so by closing your account and no longer accessing or using our Services.

Your use of our Services is also subject to our Cookie Policy and our Privacy Policy, which covers how we collect, use, share, and store your personal information. These policies are included in, and appear at the bottom of, this Agreement.

Services

This Agreement applies to sourcesofcolor.com, KQ-branded apps, and other KQ-related sites, apps, communications and other services that state that they are offered under this Agreement (“Services”), including the on and off-site collection of data for those Services. Registered users of our Services are “Members” and unregistered users are “Visitors”. This Agreement applies to Members and Visitors.

Changes to this Agreement

KQ reserves the right to make changes to the Agreement. KQ may modify this Agreement, our Privacy Policy and our Cookies Policy from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. KQ agrees that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

Representations and Warranties of Members and Visitors

By using the Site, either as a Member or Visiter, you represent and warrant that you are at least 18 years of age, that you will only create one Site account (which must be in your actual name), that *you are who your account says you are*, and that you have not already been restricted or banned from any of the Services. A violation of any of these representations is a violation of this Agreement.

Responsibilities of Members

By using the Site as a Member, you agree to keep confidential your login credentials, to refrain from sharing your credentials/access with anyone else, and to abide by this Agreement and all

applicable laws. You are responsible for anything that happens through your account unless you close it or report misuse. You further agree that you will comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements. Additionally, you agree that you shall not develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services; override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views); copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of KQ; disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer)); violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights; violate the intellectual property or other rights of KQ, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word “KQ” or our logos in any business name, email, or URL without authorization; post anything that contains software viruses, worms, or any other harmful code; reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source; imply or state that you are affiliated with or endorsed by KQ without our express consent; rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without KQ’s consent; use bots or other automated methods to access the Services, add or download contacts, send or redirect messages; monitor the Services’ availability, performance or functionality for any competitive purpose; engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services; modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services); interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms).

Your Payments

By registering with the Site, you agree to honor all payment obligations. We use a third-party credit card processor to process all transactions and, as a result, will never come into contact with or possession of your payment information. KQ, through its third-party processor, may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. You further consent and authorize KQ to permit its third-party credit card processor to store any payment information for future payments. If you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, cancel before the renewal date. You understand that there may be fees and taxes that are added to our prices. Failure to pay these fees will result in the termination of your paid Services.

Notices

By registering with the Site, you agree to provide and maintain current contact information so that KQ may communicate notices and messages to you as necessary. You agree that we will provide

notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address).

Grant of License

KQ agrees that you own all of the content, feedback and personal information submitted through the site. You agree to grant KQ a non-exclusive worldwide, transferable and sublicensable right/license to use, copy, modify, distribute, publish and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others.

Revocation or Termination of License

You may terminate this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.

Advertisements

KQ will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, we have the right, without payment to you or others, to serve ads near your content and information.

Your Content and Information

If you choose to share your content as "public", KQ may enable a feature that allows other Members to embed that public post onto third-party services, and may enable search engines to make that public content findable through their services. You agree that KQ has no obligation to store or keep showing any information and content that you have posted. You understand that KQ is not a storage service. You agree that KQ has no obligation to store, maintain or provide you a copy of any content or information that you or others provide.

By submitting suggestions or other feedback regarding our Services to KQ, you agree that KQ can use and share (but does not have to) such feedback for any purpose without compensation to you. You agree that you shall only provide information and content that you have the right to share, and that your Sourcesofcolor.com profile will be truthful. You further agree to only provide content or information that does not violate the law or anyone's rights (including intellectual property rights). KQ reserves the right to remove any content that violates these terms or violates any applicable law.

Service Availability

You agree that KQ may change, suspend or discontinue any of our Services. We may also modify our prices effective prospectively upon reasonable notice to the extent allowed under the law.

Third-party Content

You understand that third-parties may offer their own products and services through the Site, and agree to hold KQ harmless for those third-party activities. By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. KQ generally does not review content provided by our

Members or others. You agree that we are not responsible for others' (including other Members') content or information. You also acknowledge the risk that you or your organization may be mistakenly associated with content about others by virtue of content posted by you or others online.

Uploaded Material

You agree that you: 1) own all rights to any material uploaded by you to the Site; 2) have a license granted to you by the owner of any copyrighted material; or 3) are uploading the material for non-commercial, non-profit, or educational purposes and that its use will not adversely affect the potential market for or value of the copyrighted work. KQ shall respond promptly to any takedown requests.

Our Right to Suspend Your Account

KQ reserves the right to limit your use of the Site, including the number of your connections and your ability to contact other Members. KQ reserves the right to restrict, suspend, or terminate your account if you breach this Agreement or the law or are misusing the Services.

KQ's Intellectual Property Rights

KQ reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. KQ and Site specific logos and other KQ trademarks, service marks, graphics and logos used for our Services are trademarks or registered trademarks of KQ.

Disclaimer and Limit of Liability

KQ AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, KQ AND ITS AFFILIATES DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS KQ HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS AGREEMENT), KQ, INCLUDING ITS AFFILIATES, WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. KQ AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU IN CONNECTION WITH THIS AGREEMENT FOR ANY AMOUNT THAT EXCEEDS (A) THE TOTAL FEES PAID OR PAYABLE BY YOU TO KQ FOR THE SERVICES DURING THE TERM OF THIS AGREEMENT, IF ANY, OR (B) US \$1000.

Termination of Your Account

You understand and agree that both you and KQ may terminate this Agreement at any time with notice to the other. Upon termination, you lose the right to access or use the Services. In the event of your termination, KQ reserves the right to use and disclose your feedback, permit other Members and/or Visitors' rights to further re-share content and information you shared through the Services, to collect any amounts owing and uncollected pursuant to your terminated subscription.

Governing Law and Dispute Resolution

You and KQ agree that the laws of the State of Tennessee, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Agreement and/or the Services. You and KQ both agree that all claims and disputes can be litigated only in the federal or state courts in Shelby County, Tennessee, USA, and you and KQ each agree to personal jurisdiction in those courts.

Severability

If a court with authority over this Agreement finds any part of it unenforceable, the parties agree that the court may modify the terms to make that part enforceable while still achieving its intent. If modification is impractical for any reason, the parties agree that the court may sever the unenforceable portion of this Agreement, while keeping the remaining provisions intact.

Integration/Merger

This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

Non-Waiver

No failure by KQ to enforce any particular right under this Agreement shall operate as a waiver of it any rights to later enforce same.

PRIVACY POLICY

You acknowledge that by creating an account on the Site, you may be required to provide certain personal information to KQ including, but not limited to, your name, age, address, billing information, contact information and calendar information. You acknowledge and agree that during the course of your use of the Services, you may upload or post personal data, and that this determination is within your control.

You acknowledge and agree that others may post content that includes information about you (as part of articles, posts, comments, videos) on our Services. KQ also may collect public information about you, such as professional-related news and accomplishments, and make it available as part of our Services, including, as permitted by your settings, in notifications to others of mentions in the news.

Your Use of Our Services

KQ logs your visits and specific use of our Services. You acknowledge and agree that KQ logs usage data when you visit or otherwise use our Services, including our sites, any associated app and platform technology, such as when you view or click on content or ads, perform a search, install or update a mobile apps, share articles, communicate with other members or visitors, post information to your profile, or apply for jobs. We use log-ins, cookies, device information and internet protocol (“IP”) addresses to identify you and log your use. When you visit or leave our Services (including some plugins and our cookies or similar technology on the sites of others), we receive the URL of both the site you came from and the one you go to and the time of your visit. We also get information about your network and device (e.g., IP address, proxy server, operating system, web browser and add-ons, device identifier and features, cookie IDs and/or ISP, or your mobile carrier). If you use our Services from a mobile device, that device will send us data about your location based on your phone settings. KQ is constantly improving its Services, which means we get new data and create new ways to use data. Our Services are dynamic, and we often introduce new features, which may require the collection of new information. If we collect materially different personal data or materially change how we collect, use or share your data, we will notify you and may also modify this Privacy Policy.

Messages

KQ collects information about you when you send, receive, or engage with messages in connection with our Services. Unless specifically requested to, or as otherwise required by law, KQ does not review these messages.

How We Use Your Data

KQ may use the data that it has about you to provide and personalize its Services, so that Services (including ads) can be more relevant and useful to you and others. We may also use your data (including your communications) for security purposes or to prevent or investigate possible fraud or other violations of our User Agreement and/or attempts to harm our Members, Visitors or others. While KQ will preserve user data/logs in the ordinary course of business, KQ shall not interact with or share that data except as necessary to preserve security of the Services or as required by law.

Communications from KQ

We contact you and enable communications between Members. We offer settings to control what messages you receive and how often you receive some types of messages. We will contact you through email, mobile phone, notices posted on our websites or apps, messages to your sourcesofcolor.com inbox, and other ways through our Services, including text messages and push notifications. Please be aware that you cannot opt out of receiving service messages from us, including security and legal notices.

Advertising

KQ may serve you tailored ads both on and off our Services. We may target (and measure the performance of) ads to Members, Visitors and others both on and off our Services directly or through a variety of partners.

Info to Ad Providers

KQ will not share your personal data with any third-party advertisers or ad networks except for data already visible to any users of the Services (e.g., profile). However, if you view or click on an ad on or off our Services, the ad provider may get a signal that someone visited the page that displayed the ad, and they may, through the use of mechanisms such as cookies, determine it is you.

Legal Disclosures

KQ may disclose information about you when required by law, subpoena, or other legal process or if we have a good faith belief that disclosure is reasonably necessary to (1) investigate, prevent or take action regarding suspected or actual illegal activities or to assist government enforcement agencies; (2) enforce our agreements with you; (3) investigate and defend ourselves against any third-party claims or allegations; (4) protect the security or integrity of our Services (such as by sharing with companies facing similar threats); or (5) exercise or protect the rights and safety of KQ, our Members, personnel or others. We may attempt to notify Members about legal demands for their personal data when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, in our discretion, that the requests are overbroad, vague or lack proper authority, but we do not promise to challenge every demand.

Data Retention

KQ may generally retain your personal data as long as you keep your account open or as needed to provide you Services. This includes data you or others provided to us and data generated or inferred from your use of our Services.

Account Closure

KQ may retain your personal data even after you have closed your account if reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce this Agreement, or fulfill your request to "unsubscribe" from further messages from us. We will retain de-personalized information after your account has been closed.

COOKIE POLICY

A cookie is a small file placed onto your device that enables the Site's features and functionality. Any browser visiting our sites may receive cookies from us or cookies from third parties such as our customers, partners or service providers.

KQ uses two types of cookies: persistent cookies and session cookies. A persistent cookie lasts beyond the current session and is used for many purposes, such as recognizing you as an existing user, so that it is easier to return to the Site and interact with our Services without signing in again. Session cookies last only as long as the session (usually the current visit to a website or a browser session).

Cookies are used for security, efficiency and functionality of our Services, to enable some plugins (as necessary), and to facilitate some advertising on the Site.

KQ may use cookies to understand, improve, and research products, features and services, including as you navigate through our sites or when you access the Site from other sites, applications or devices.

By altering your browser settings, you may control the use of cookies by the Site. Please note that this may worsen your overall user experience, since it may no longer be as personalized to you. It may also stop you from saving customized settings like login information.

Complaints Regarding Content or Contact Information

You may contact KQ regarding content or for any other legal purpose using the below contact information:

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