

# Terms of Service

By using Kovars Systems or Select Martial Arts web sites ("Service"), all services of Kovars, Inc. ("Kovars"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

Kovars reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at:  
<http://www.kovarsystems.com/about/terms>

Kovars is not responsible for views expressed or any actions taken as a result of information shared or activities associated with our Enrollment Accelerator or Inquiry Generator programs and does not otherwise perform due diligence on the activities of the schools or individuals that use the program.

Violation of any of the terms below may result in the termination of your Account.

## Account Terms

1. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
2. Your login may only be used by you or anyone you designate, but you are solely responsible for any changes made to your account.
3. You are responsible for maintaining the security of your account and password. Kovars cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
4. You are responsible for all content posted and activity that occurs under your account.
5. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
6. AdPropel provides no guarantees and is not responsible for the performance or lack thereof of your advertising campaigns.

## Payment, Refunds, Upgrading and Downgrading Terms

1. A valid credit card or electronic funds transfer data is required for paying accounts.
2. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
4. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle.
5. Downgrading your Service may cause the loss of Content, features, or capacity of your Account. Kovars does not accept any liability for such loss.

## **Cancellation and Termination**

1. You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time with written notice to Kovars.
2. Your content can not be recovered once your account is cancelled.
3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
4. Kovars, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Kovars service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your account, and the forfeiture and relinquishment of all content in your account. Kovars reserves the right to refuse service to anyone for any reason at any time.

## **Modifications to the Service and Prices**

1. Kovars reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Kovar Systems site or the Service itself.
3. Kovars shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## **Copyright and Content Ownership**

1. Although Kovars does not claim ownership of content that its users post, by posting content to any area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to Kovars an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said content and to prepare derivative works of, or incorporate into other works, said content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing.
2. Kovars does not pre-screen content, but Kovars and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

3. The look and feel of the Service is Copyright ©2009 Kovars, Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Kovars.

## General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
2. Technical support is only provided to paying account holders.
3. You understand that Kovars uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Kovars, or any other Kovars service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Kovars.
6. We may, but have no obligation to, remove content and accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Kovars customer, employee, member, or officer will result in immediate account termination.
8. You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
9. You must not upload, post, host, or transmit unsolicited email or "spam" messages.
10. You must not transmit any worms or viruses or any code of a destructive nature.
11. Kovars does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
12. You expressly understand and agree that Kovars shall not be liable for any direct, 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 Kovars has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (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 service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

13. The failure of Kovars to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Kovars and govern your use of the Service, superceding any prior agreements between you and Kovars (including, but not limited to, any prior versions of the Terms of Service).