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These Terms and Conditions may be changed at any time without prior notice. We will make such changes by posting them here. You should check this page for such changes frequently. Your continued access of the Web site conclusively demonstrates your acceptance of those changes.

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Links

This Web site may contain links to other web sites not maintained by KHCS. Other sites may also reference or link to our Web site. We encourage you to be aware when you leave our web site and to read the terms and conditions and privacy statements of each and every web site that you visit. We are not responsible for the practices or the content of such other web sites.

Privacy

KHCS takes the privacy of you and your information very seriously. For further information about how we use information collected on this Web site, please view our Privacy Policy.

Governing Law and Arbitration

This Agreement shall be governed by the laws of England without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Any disputes arising out of this Agreement and the Terms of Use of this website may be resolved in a cost effective manner through binding non-appearance-based arbitration, to be carried out as per the laws of England. During the arbitration proceedings the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) all arbitration proceedings shall be held in English, or any other language the parties may mutually agree upon; c) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider. Notwithstanding the foregoing, KHCS may seek injunctive or

other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

Release

To the maximum extent permitted under applicable laws, you hereby release KHCS from any liability related to: (a) any incorrect or inaccurate Content posted on the website, whether caused by any user of the website, or by any of the equipment or programming associated with or utilized in the website; (b) the conduct, whether online or offline, of any user of the website; (c) any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or Content players on account of technical problems or traffic congestion on the Internet or at any website, or combination thereof, including injury or damage to user's or to any other person's computer related to or resulting from participating or downloading materials in connection with the website's services; (d) any loss or damage caused by content posted on the website or transmitted by and to the users, or any interactions between users of the website, whether online or offline; and (e) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, website user communications.

Limitation of Liability

To the extent permitted under applicable laws, KHCS shall not be liable to you, or any third party, for any indirect, consequential, exemplary, incidental, special or punitive damages (including also lost profits) arising from your use of the services, even if KHCS has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, KHCS' liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the lesser of (1) any amount paid by you to KHCS for the services; or (2) twenty five pounds sterling (£25.00).

Violations of Terms of Use

Any violation of these terms shall be at your sole risk and liability.

Indemnity

You agree to indemnify and hold KHCS, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including attorney's fees, made by any third party due to or arising out of your use of the services of the website and/or your use of the services of the website in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

Electronic Communications

The communications between you and KHCS use electronic means, whether you visit the Website or send us emails, or whether KHCS posts notices on the Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications from KHCS in an electronic form; and (b) agree that all terms and conditions, agreements,

notices, disclosures, and other communications that KHCS provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in writing.

Miscellaneous

These Terms of Use constitute the entire agreement of the parties and supersede any prior agreements on this matter. The user cannot assign this agreement.

This Agreement contains the entire agreement between you and KHCS regarding the use of the services of this website. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives to the greatest extent possible under any applicable law and the remaining provisions will continue in full force and effect.

The failure of KHCS to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Please note that the laws of the jurisdiction where you are located may also apply to your use of the Services of the website. You shall always comply with all the international and domestic laws, ordinance, regulations and statutes that are applicable to your use of the Services, and we shall not be responsible for any violations of any such laws by you.

The expression `KHCS' wherever used on this website including herein shall mean and include, unless the context otherwise requires, its promoter/s, owner/s, written assigns, employees and agents appointed in writing by the owner/s.

Further, in the event of there being any contradiction between any of the clauses of the terms of use, disclaimer, and privacy etc., the decision of KHCS as to enforceability and harmonization, as the case may be, shall be final and binding.

Contact Us

If you have questions about these Terms of Use please send correspondence to the address in Contact Us or e-mail us at info@khcs.net