

TERMS OF USE

Effective September 8, 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.

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., DOWNTIME 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, California, 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.

Complaints Regarding Content or Contact Information

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

Renee Malone

Kingdom Quality Communications, Inc.

5050 Poplar Ave., Ste 1220

Memphis, TN 38157

901-761-9286

renee@kqcommunications.com