

TERMS OF USE

Last Updated: December 31, 2020.

These Terms of Use ("**Terms**") are a legal and binding agreement between you and KidLinks, Inc. (referred to herein as "**KidLinks**", "**we**", "**us**", or "**our**") governing your access to and use of the website located at <https://www.metrocarekidlinks.com/> (the "**Site**"), and all content, music, resources, features, and functionality made available through the Site (the "**Online Services**").

The Site and Online Services are intended for use by clinicians, caregivers, and children at the recommendation of a mental, physical and/or emotional health services provider.

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING AND USING THE SITE AND ONLINE SERVICES, YOU ACKNOWLEDGE THAT YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU SHOULD NOT VISIT THE SITE OR USE THE ONLINE SERVICES.

1. Modifications

We may update, change, modify, or revise these Terms at any time and for any reason. Any changes will become effective upon posting to the Site, along with the date on which it was most recently revised as indicated by the "**Last Updated**" heading at the top of these Terms. Your continued access to and/or use of the Site and Online Services after any such modifications constitute your acceptance of the Terms as modified. If any modification to these Terms is held to be invalid, void, or unenforceable for any reason, such modification shall be deemed severable and shall not affect the validity and enforceability of these Terms.

2. Privacy

Please review the Site's Privacy Notice (the "**Privacy Policy**") to understand KidLinks' privacy practices regarding your use of Site and Online Services.

3. Use

KidLinks hereby grants you a non-exclusive, non-transferable, revocable, limited right and license to access and use the Site and Online Services solely for your personal or internal, non-commercial use in accordance with these Terms. You shall not, in any way, otherwise copy, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, sell, or exploit the Site or any of the Online Services.

KidLinks may at any time, for any reason, and without notice: (a) modify, suspend, or terminate operation of or access to the Site and/or Online Services, or (b) change, revise, or modify the Online Services.

4. Ownership and Intellectual Property Rights

The Site, Online Services, and all software, systems, technology, and know-how used to provide the Site and Online Services ("**KidLinks Technology**") are owned by or licensed to KidLinks and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and proprietary

rights. All trademarks, trade names, graphics, logos, and trade dress included in or made available through the Site and Online Services are owned by or licensed to KidLinks and protected by U.S. and international trademark laws (collectively, the “**Marks**”). You agree that KidLinks and its licensors own and retain all right, title and interest (including all intellectual property rights) in and to the Site, Online Services, Marks, and KidLinks Technology (collectively, the “**KidLinks Intellectual Property**”), and that no interest therein is transferred to you.

Nothing herein shall confer any grant or license of any KidLinks Intellectual Property Rights, whether by estoppel, by implication, or otherwise. You are strictly prohibited from using any KidLinks Intellectual Property except as expressly authorized by these Terms.

5. Restrictions on Use

You shall not:

- access or use the Site or Online Services in whole or in part, except as expressly permitted in these Terms;
- copy, reproduce, distribute, or publically display or perform the Site or Online Services;
- translate, merge, adapt, vary, alter, modify, or create derivative works from the Site or Online Services;
- reverse engineer, disassemble, or decompile the Site, Online Services, or any KidLinks Technology or KidLinks Intellectual Property;
- remove, obscure, or modify any copyright, trademark or other proprietary rights notices, Marks or labels contained on or within the Site or Online Services;
- frame, mirror, or in-line link the Site or Online Services, or incorporate into another website, application, or other service any KidLinks Intellectual Property;
- use the Site, Online Services, or the KidLinks Technology for any unlawful, fraudulent, or malicious purposes, or to solicit any such activity;
- attempt to gain unauthorized access to any accounts, features, systems, or networks through hacking, password mining, or any other means;
- interfere with any access control measures or attempt to disable or circumvent such security features; and/or
- violate, infringe, or misappropriate the publicity, privacy, or other proprietary rights of KidLinks, its licensors, or any other person or entity related to the Site or Online Services.

We reserve the right to prohibit access, use or conduct that we, in our sole discretion, deem to be harmful to the Site, the Online Services, users, us, our brand, our business partners and licensors, or any other person or entity, or that violates these Terms and/or applicable law.

Any unauthorized use automatically terminates the license granted to you hereunder.

6. Accounts

In order to utilize the Online Services, the mental health, intellectual and/or developmental disabilities services provider you are affiliated with or from which you are receiving services (the “**Service Provider**”) has or will provide you with an account to access and use the Online Services. You shall maintain the confidentiality and security of the information you hold for your account login or

information, and not allow any other person to use your account to access the Site or use the Online Services. You agree to notify KidLinks immediately of any unauthorized use of your login information. KidLinks shall not be liable for any loss or damage arising from your failure to comply with these obligations.

7. Disclaimer of Warranties

The content and resources available through the Site and Online Services are for informational and educational purposes only. You acknowledge and agree that your use of the Site and Online Services is at your own risk.

THE SITE AND ONLINE SERVICES ARE PROVIDED "AS IS". EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, KIDLINKS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE SITE AND ONLINE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING, KIDLINKS DOES NOT GUARANTEE THAT THE ONLINE SERVICES WILL MEET YOUR REQUIREMENTS, OR WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. KIDLINKS MAY DISCONTINUE ANY ASPECT OF THE SITE OR THE ONLINE SERVICES AT ANY TIME.

If you are dissatisfied with the Online Services in any way, your sole and exclusive remedy is to discontinue accessing and using the Online Services.

8. Limitation of Liability

IN NO EVENT SHALL KIDLINKS, ITS BUSINESS PARTNERS AND LICENSORS, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR PROVIDERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR ONLINE SERVICES OR THESE TERMS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF KIDLINKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL KIDLINKS' TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, LIABILITIES, COSTS OR EXPENSE (INCLUDING ATTORNEYS FEES AND COSTS) ARISING FROM THE SITE OR ONLINE SERVICES AND/OR THESE TERMS, EXCEED USD \$100.

THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SET FORTH IN THESE TERMS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification

You agree to defend, indemnify, and hold harmless KidLinks and its licensors from and against any and all claims, causes of action, damages, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and costs) arising from your breach of these Terms, to the extent permitted by law.

10. Electronic Communications

When you visit or use the Site or Online Services, or send e-mails to us, you are communicating with us electronically. We may communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing and are deemed to be given and received on the date we transmit any such electronic communication.

11. Links

The Site and our emails may contain links to other third party websites ("**Linked Sites**"). These Terms only apply to the Site and do not apply to any Linked Sites. Links do not imply that we sponsor, endorse, are affiliated with or associated with, or are legally authorized to use any trademark, trade name, service mark, design, logo, symbol, or other copyrighted materials displayed on or accessible through any Linked Site.

12. Governing Law; Jurisdiction; Claims Limitation

These Terms shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas without regard to conflict of law principles. Any legal action brought by you that arises out of or relates to these Terms or your access to and use of the Site or Online Services must be commenced within one year after the cause of action arises. You hereby expressly consent and irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in Dallas County, Texas for resolution of any matters related to interpretation, construction, or enforcement of these Terms or otherwise in connection with these Terms or otherwise related to or in connection with your access to and use of the Site or Online Services. You further expressly waive any claim that venue is improper for any reason in these courts. If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severed from these Terms and shall not affect the validity and enforceability of any remaining provisions.

13. Violation of these Terms and Remedies

KidLinks may, in its sole discretion and without prior notice, block and/or terminate your access to the Site and Online Services if we determine that you have violated these Terms. You agree that any violation, or threatened violation, by you of these Terms may cause irreparable harm to KidLinks, and therefore you agree that KidLinks shall be entitled to injunctive or equitable relief.

14. General Provisions

If, for any reason, a court of competent jurisdiction determines any provision of these Terms or any portion thereof to be unenforceable, such provision shall be enforced to the maximum extent permissible so as to give the intended effect thereof, and the remainder of these Terms shall continue in full force and effect. KidLinks' failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent or similar breaches. No consent or waiver by KidLinks hereof will be deemed effective unless in writing. KidLinks shall not be liable for any delays or failure in performance of any part of the Online Services, from any cause beyond KidLinks' reasonable control. Such causes include, but are not limited to, acts of God, changes in law, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, unusually severe weather conditions, and acts of hackers or third-party service providers.

These Terms constitute the entire agreement between KidLinks and you with respect to your use of the Site and the Online Services and supersede all previous written or oral agreements relating to the subject matter hereof.

15. Contact Us.

If you have any questions or concerns about the Site, Online Services, or these Terms, please contact us as follows:

Email: info@kidlinks.org

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