

# Terms and Conditions

## Terms and Conditions

These terms and conditions govern your use of this website, [www.kindmemorials.com](http://www.kindmemorials.com) and, by using this website, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, then you must not use this website.

## License to use website

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You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent, or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

## Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to this website.

## User content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material, and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Kind Memorials a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Kind Memorials the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Kind Memorials or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Kind Memorials reserves the right to edit or remove any material submitted to this website, or stored on Kind Memorial's servers, or hosted or published upon this website.

Notwithstanding Kind Memorial's rights under these terms and conditions in relation to user content, Kind Memorials does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

## No Warranties

This website is provided “as is” without any representations or warranties, express or implied. Kind Memorials makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Kind Memorials does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes or is meant to constitute, advice of any kind.

## Limitations of liability

Kind Memorials will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special, or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Kind Memorials has been expressly advised of the potential loss.

## Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Kind Memorial's liability in respect of any:

- death or personal injury caused by Kind Memorial's negligence;
- fraud or fraudulent misrepresentation on the part of Kind Memorials; or
- matter which it would be illegal or unlawful for Kind Memorials to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

## **Other parties**

You accept that, as a limited liability entity, Kind Memorials has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Kind Memorial's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Kind Memorial's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Kind Memorials.

## **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## **Indemnity**

You hereby indemnify Kind Memorials and undertake to keep Kind Memorials indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Kind Memorials to a third party in settlement of a claim or dispute on the advice of Kind Memorial's legal advisers) incurred or suffered by Kind Memorials arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## **Breaches of these terms and conditions**

Without prejudice to Kind Memorial's other rights under these terms and conditions, if you breach these terms and conditions in any way, Kind Memorials may take such action as Kind Memorials deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your

internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## **Variation**

Kind Memorials may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

## **Information & Pricing**

Price, products, and specifications subject to change without notice or obligation.

## **Assignment**

Kind Memorials may transfer, sub-contract or otherwise deal with Kind Memorial's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **Entire agreement**

These terms and conditions constitute the entire agreement between you and Kind Memorials in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

## Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the state of Kentucky, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of Lexington/Fayette County.

## About cookies

Cookies are information packets sent by web servers to web browsers, and stored by the web browsers.

The information is then sent back to the server each time the browser requests a page from the server. This enables a web server to identify and track web browsers.

There are two main kinds of cookies: session cookies and persistent cookies. Session cookies are deleted from your computer when you close your browser, whereas persistent cookies remain stored on your computer until deleted, or until they reach their expiry date.

## Cookies on our website

Kind Memorials uses the following cookies on this website, for the following purposes:

- Measuring Visitors
- Ad serving
- Website Page Testing
- Email tracking

## Google cookies

Kind Memorials uses Google Analytics to analyze the use of this website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. Google will store and use this information. Google's privacy policy is available at: <http://www.google.com/privacypolicy.html>.]

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## Refusing cookies

Most browsers allow you to refuse to accept cookies.

In Internet Explorer, you can refuse all cookies by clicking "Tools", "Internet Options", "Privacy", and selecting "Block all cookies" using the sliding selector.

In Firefox, you can adjust your cookies settings by clicking "Tools", "Options" and "Privacy".

Blocking cookies will have a negative impact upon the usability of some websites.