

Ken Kindig LTC PC
180 SE Dayton
John Day, OR 97845
Website: www.kenkindig.com

Website and Web Portal Usage Policy

Your access to and the use of Ken Kindig LTC PC's website (www.kenkindig.com) and portal is subject to the following terms and conditions, as well as all applicable laws. Your access to the web site is in consideration for your agreement to the Use Policy, whether or not you are a registered user. By accessing, browsing, and using the web site, you accept, without limitation or qualification, these Terms and Conditions of Use Policy.

There are sections of the web site that connect you to other sites outside of the control of Ken Kindig LTC PC's web site. These terms and conditions apply ONLY to those areas that are on the Ken Kindig LTC PC web site.

Note: Web pages including KenKindig.com or Ken Kindig LTC PC in the URL address is covered by the terms and conditions laid out in this document.

Modification of the Agreement

Ken Kindig LTC PC maintains the right to modify the Use Policy, and may do so by posting notice of such modifications on the web page. Any modification made is effective immediately upon posting the modification (unless otherwise stated). Your continued use of Ken Kindig LTC PC's web site following the posting of any modification signifies your acceptance of such modification. You should visit this page, periodically, to review the current Use Policy.

Conduct

You agree to access and use Ken Kindig LTC PC's web site for lawful purposes, ONLY. You are solely responsible for the knowledge of and adherence to any and all laws, statues, rules, and regulations pertaining to your use of this website. By accessing Ken Kindig LTC 's web site, you agree that you will NOT:

1. Use Ken Kindig LTC PC's web site to commit a criminal offense, or to encourage others to conduct acts that would constitute a criminal offense or give rise to civil liability;
2. Post (or transmit) any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content;
3. Use the web site to impersonate other parties or entities;
4. Use the web site to upload any content that contains a software virus, such as a Trojan Horse or any other computer codes, files, or programs that may alter, damage, or interrupt the daily function of the web site (or the hardware/software of any other person who may access the web site);
5. Upload, post, e-mail, or otherwise transmit any materials, that you do not have the right to transmit under any law (or under any contractual relationship);
6. Alter, damage, or delete any content posted on the web site;
7. Disrupt the normal flow of communication in any way;
8. Claim a relationship with or speak for any department, division, organization, unit, etc., which you are not authorized to claim such a relationship;
9. Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation;
10. Post any material that infringes (or violates) the academic/intellectual rights of others; or
11. Collect (or store) personal information about others.

Registration

Certain portions of Ken Kindig LTC PC's web site are limited to registered users, and/or may allow a user to request support/services online by entering personal information. You agree, that any personal information provided to us is complete and accurate, as well as given to us at your own risk. Also, you agree not to register under the name of, nor attempt to enter the web site under the name of, another person, and you will not adopt a user name that Ken Kindig LTC PC in its sole discretion, deems offensive.

Termination of Use

Ken Kindig LTC PC may (in its sole discretion) suspend/terminate your access to Ken Kindig LTC PC 's web site, as well as the use of this web site without notification Including the violation of the Use Policy, or for other conduct that Ken Kindig LTC PC deems is harmful/unlawful to others. Note: In the event of termination, you are no longer authorized to access Ken Kindig LTC PC web site, and Ken Kindig LTC PC will use whatever means necessary to enforce this termination. In the event that you terminate our services, your access to

Ken Kindig LTC PC's web site, portal and uploaded information will be removed no later than 30 days after notification. If we have not received a request from you by the unextended due date of the prior year's income tax return to file or extend the return we will immediately discontinue your access to the web portal. After access to the portal is discontinued all data will be deleted.

Other Site Links

There are some links on Ken Kindig LTC PC 's web site that are not maintained/operated by Ken Kindig LTC PC. Ken Kindig LTC PC does not control these web sites, nor do we review their content Ken Kindig LTC PC provides these outside resource links to users for their convenience. The listing of links are not an endorsement of information, products, or services, and do not imply a direct association between Ken Kindig LTC PC and the operators of the outside resource links.

Content

Ken Kindig LTC PC has the right to monitor the content that you provide. We reserve the right to delete, move, and/or edit any postings that come to our attention, which we consider to be unacceptable or inappropriate whether for legal or other reasons. Note: The United States and foreign copyright laws, as well as international conventions protect the contents of Ken Kindig LTC PC 's web site (You have agreed to abide by all copyright notices by entering Ken Kindig LTC PC 's web site).

Indemnity

You agree to defend, indemnify, and hold harmless Ken Kindig LTC PC (and its employees) from any and all liabilities and costs incurred by Indemnified Parties in connection with any claim arising from any breach by you of this Use Policy, including reasonable attorneys fees and costs. You agree to cooperate as fully as may be reasonably possible in the defense of any such claim. Ken Kindig LTC PC reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you. You in turn shall not settle any matter without the written consent of Ken Kindig LTC PC .

Disclaimer of Warranty

You expressly understand and agree that your use of Ken Kindig LTC PC 's web site, or any material available through the web site, is at your own risk. Neither Ken Kindig LTC PC nor its employees warrant that the web site in question will be uninterrupted, problem-free, free of omissions, or error-free; nor do they make any warranty as to the results that may be obtained from the use of the web site. The content and function of Ken Kindig LTC PC 's web site are provided to you as is, without warranties of any kind, either express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose or use, or current fitness.

Limitation of Liability

In no event will Ken Kindig LTC PC (or its employees) be liable for the incidental, indirect, special, punitive, exemplary, or consequential damages, arising out of your use of or inability to use Ken Kindig LTC PC 's web site, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction, or any and all other damages.

Ken Kindig LTC PC

Date: _____

Print Name: _____

Signature: _____