

Terms of Use

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Last Updated: (12/18/2024)

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You agree not to interfere with advertisements or safety features on this Website in any way including blocking or obscuring such advertisements or safety features.

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Indemnification

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Any violation of these Terms of Use may lead to termination of user's access to this Website and/or appropriate legal action. In our sole discretion, we may, for any reason, limit, restrict, suspend, or terminate your access to this Website without prior notice or liability.

Jurisdiction

The terms of this Agreement will be governed by the laws of the Wisconsin. The state and federal courts located in Wisconsin will have exclusive jurisdiction over any case or controversy arising from or relating to this agreement, use of this Site, or any products or services provided by KMB VA LLC or disputes arising out of or relating to your use of this Website. You hereby unconditionally and irrevocably consent to the personal and subject matter jurisdiction of the federal and state courts of the State of Wisconsin for purposes of any claim or action arising out of or relating to these Terms.

By accessing or using this Website, you consent irrevocably to personal jurisdiction in such courts in relation to any matter in connection with your use of this Website or use of services provided by or products purchased from KMB VA LLC and waive any defense of forum non conveniens. Through your access and use of this Site, you are deemed to have knowingly and voluntarily waived any right to a trial by jury in any case or controversy related to this Agreement, use of this Website, or any services provided by or products purchased from KMB VA LLC.

Dispute Resolution

If a dispute arises from or relating to this Agreement, our Content, or Website, and the Parties are unable to settle the dispute through direct communication, the Parties agree

to first try to settle the dispute by mediation with the help of a mutually agreed upon mediator in Wisconsin. The Parties shall share any costs and fees related to the mediation equally, other than attorney fees. If mediation does not resolve a controversy or claim arising out of or related to this Agreement, the Parties further agree that any unresolved controversy or claim arising out of or related to this Agreement will be settled by arbitration administered by the American Arbitration Association and the judgment on the arbitration award may be entered in any court having jurisdiction over the matter.

Miscellaneous

Any failure by us to act on or enforce any provision contained within these Terms shall not constitute or be construed as a waiver of the provision or any other provision contained within these Terms. To be effective, a waiver of any provision contained within these Terms must be made by us in a signed, written agreement and no such waiver shall constitute a waiver of any other provision within these Terms besides the provision expressly waived in that signed writing.

The section headings contained within these Terms shall not be given any legal meaning or significance and are provided simply for convenience.

Severance

If any provision of this Agreement is found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement.

Complete Understanding

This Agreement supersedes any prior agreement, communication, or representations between you and KMB VA LLC and constitute a complete and final agreement regarding your use of this Website.