

Last Updated on 05/22/2025.

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Overview

This website is operated by K & M Elevator (“we” or “us”). These Terms of Service (“Site Terms”) apply to your access to, and use of, the K & M Elevator Services, including the website, web-based applications, and any other tools, products, or services provide by K & M Elevator (collectively, “Services”) that link to or reference these Site Terms.

K & M Elevator reserves the right to amend, update, replace, or revise any of the Site Terms at its sole discretion. All updates or revisions to the Site Terms will be posted on this page. The first time you use these Services following an update or revision to the Site Terms, you will be required to accept the revised Site Terms. Any new features or tools that are subsequently added to our website are similarly subject to these Site Terms. If you do not agree to these Site Terms, do not use the Services.

Privacy Policy

Please review our **Privacy Policy** for information on how we collect, use, and disclose the personal information that you provide to us. By using our site, you agree that we may collect, use, and disclose data you have provided in the manner described in our Privacy Policy.

Mobile Communications

By entering your mobile telephone number, you are consenting to receive automated text messages (“Text Messages”) from K & M Elevator on your mobile device. K & M Elevator may send you recurring, automatic Text Messages about K & M Elevator events, updates, campaigns, or other informational messaging. Your consent to receive Text Messages is not a condition of using the Site, and you can cancel this service at any time. Once your consent

is provided, K & M Elevator will send informational Text Messages to you until you opt out. See below for opt-out instructions.

By entering your mobile device phone number, you may receive Text Messages even if your phone number is on a corporate, state, or national Do Not Call list or registry. You understand that you are not required to provide such further consent to receive Text Messages as a condition of using the Site, and you can opt-out of receiving Text Messages at any time by texting STOP.

K & M Elevator does not charge for the Text Messages, but your carrier's message and data rates may apply. Neither K & M Elevator nor the participating carriers guarantee that Text Messages will be delivered.

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By entering your email address, you consent to receive service updates, administrative messages, event signup confirmations, event updates, promotions, and other information at your email address.

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The K & M Elevator site includes areas that allow users to upload, post, store, transmit, and/or share content with other site user (“User Content”). You are solely responsible for your User Content and are bound by the Site Terms and all the rules and policies contained herein. You agree not to upload, post, store, transmit, share, or otherwise publish to this Site any of the following:

- User Content that is obscene, pornographic, indecent, lewd, or suggestive;
- User Content that is unlawful, libelous, defamatory, false, misleading, invasive of privacy or publicity rights, or doxxing in nature;
- User Content that is abusive, inflammatory, harassing, insulting, disparaging, or discriminating based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;

- User Content that would infringe on the intellectual property or any other proprietary rights of any party;
- User Content that contains any viruses or other types of harmful, disruptive, malicious files or code;
- User Content that K & M Elevator, in its sole estimation, finds objectionable or that may expose K & M Elevator or other users to harm or liability.

You further agree that you are solely responsible for your conduct on this Site and agree that you will not violate any applicable law, contract, intellectual property right or other third-party right, or commit a tort. You will not:

- engage in any behavior that harasses, threatens, or intimidates other users or is otherwise predatory or stalking conduct;
- impersonate, submit, or post on behalf of any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- sell, resell, or commercially use the Services;
- copy, reproduce, distribute, publicly perform, or publicly display all or portions of the Services, except as expressly permitted by us or our licensors;
- modify the Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon the Services without our prior written consent;
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- harvest or otherwise collect information about other users, through the use of any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from the Services;
- develop or use any applications that interact with the Services without our prior written consent;
- send, distribute, or post spam, or unsolicited or bulk commercial electronic communications;
- use the Site in any manner that could impair or interfere with other users' enjoyment or use of the Site; or

- use the Services for any other illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Site Terms.

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Indemnification

You agree, to the fullest extent permitted by applicable law, to defend, indemnify, and hold harmless K & M Elevator, our affiliated companies, and their respective directors, officers, employees, agents, and contractors from and against any claims, losses, damages, costs, liabilities and expenses (including but not limited to, reasonable attorneys' fees) ("Claims") arising out of or related to (a) your actual or alleged violation of these Site Terms; (b) your conduct in connection with the Services; (c) your violation, misappropriation, or infringement of the rights of any third party (including intellectual property or privacy rights); and/or (d) your misuse of the Site. However, you will not be responsible for claims, damages, and costs which are found by a court of competent jurisdiction to have arisen solely from our violation of applicable law.

Severability

If any provision or portion of these Site Terms is deemed to be unlawful, void, or unenforceable, that provision or portion thereof is deemed severable from these Site Terms and will not affect the enforceability of any remaining provisions or portions.

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Applicable Law and Venue

Any dispute arising out of, or related to, these Site Terms or your use of the Services, will be governed by and construed and enforced in accordance with, the laws of TX. Each party irrevocably consents to the exclusive jurisdiction and venue of the state and federal court located in TX for all disputes arising out of or related to these Site Terms or your use of the Services.