

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

ABOUT US

This is a website operated by 5 Palms, LLC ("**We**"). a limited liability company registered in the State of Nebraska (USA) with registered address at 120 W. Harvest Drive, Lincoln, Nebraska, 68521, USA.

We are one of the [Sandhills Group Companies](#). Click here to [Contact Us](#).

You may send to us comments, questions, suggestions, or ideas relating to our site. If you do, you agree that such content is not given in confidence, that we are not obliged to keep such content secret, and that we are not obliged to respond. For more information on how we use such content please see our [Privacy Notice](#) and [Cookies Policy](#).

TERMS OF USE

These terms of use, together with any documents referred to in them, set out the terms on which you may make use of our site ("**our site**"). By using our site, you confirm you have read, understood and agree to be bound by these terms of use. If you do not agree you must not use our site. We recommend that you print a copy of these terms for future reference.

We may revise these terms of use periodically: please check this page from time to time as any changes will take effect immediately and will be binding on you. We may update and change our site from time to time in order to ensure that the content on our site is accurate. We endeavour to update our site as soon as we receive new content, but cannot make any guarantee on when these updates will be made.

GENERAL TERMS AND CONDITIONS OF USE AND ACCESS

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the content published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. YOU WILL INDEMNIFY US AGAINST ALL COMPLAINTS, DAMAGES, LIABILITY, LEGAL PROCEEDINGS AND ANY OTHER CONSEQUENCE DERIVING FROM THE BREACH OF REGULATIONS RELATING TO THIRD PARTY RIGHTS, SUCH AS (SOLELY BY WAY OF EXAMPLE) COPYRIGHT, BRANDS, PATENTS, INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS, UNFAIR COMPETITION AND DEFAMATION, WHICH YOU ARE RESPONSIBLE FOR DURING NAVIGATION OF OUR SITE AND USE OF ITS CONTENTS. THIS MEANS YOU WILL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE WE SUFFER AS A RESULT OF YOUR BREACH. THIS INDEMNITY SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW.

ACCEPTABLE USE

You must not use our site for unlawful purposes.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use only, and you may draw the attention of others within your organisation to content posted on our site for internal, informational, non-commercial purposes only.

You must not modify or alter any content, materials or portions of our site in any way, and you must not use (a) any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or (b) any text separately from any accompanying illustrations, photographs, video or audio sequences or any graphics.

You must not remove any indications of ownership from any content which came from our site and must not claim it as your own or as that of any other organisation or person. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

You must not post any copies or downloads of content from our site on any networked computer, or publish them or make any statements or undertake any actions in relation to them (including as to their accuracy) which could result in liability for us.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the content you have made.

You must not:

- access, or attempt to access, parts of our site that are not intended for public use (including but not limited to website administration areas);
- modify, adapt or reverse engineer any aspect of our site;
- conduct any web scraping, web harvesting, web data extraction, or any other data scraping;
- use any robot, spider, scraper, or other automated means to access our site;
- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify or create derivative works from, distribute, or publicly display any content from our site including generating any reports or any aggregating any data or content;
- bypass any measures we may use to prevent or restrict access to our site, including our robot exclusion headers;
- attempt to disrupt or interfere with our site in any way or with another person's use of our site or use our site as a means of disrupting or interfering with our sites or networks;
- probe, scan or test the vulnerability of our sites or any network connected to them;
- wilfully corrupt any data, documents or content available through our site;

- insert or knowingly or recklessly transmit or distribute a virus into our network and computer systems so as to cause harm to our sites, us or other users or which is likely to bring our sites, our products our services or us into disrepute;
- impersonate any person, or entity or misrepresent your affiliation with any person or entity; or
- assist, encourage or permit any other person to do any of the acts described above.

All the above are forbidden regardless of the means used, including but not limited to, hacking or by the introduction of any worms, trojans, virus, unauthorised, malicious or harmful code or other harmful software (viruses). By breaching this provision, you may be committing a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately. We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We do not represent that content available on or through our site is appropriate for use or available in your location. Please note restrictions may apply based on jurisdiction.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly [Contact Us](#).

UPLOADING OR POSTING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload or submit content to our site, or to make contact with other users of our site, you agree that you will not transmit anything, and you will not assist, encourage, or permit others to transmit anything, which is threatening,

abusive, harassing, hateful, defamatory, pornographic, political or racist content that does not generally pertain to the designated topic or theme, or any content that is otherwise unlawful or offensive on our site. At any time, we have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards. YOU WARRANT THAT ANY SUCH CONTRIBUTION COMPLIES WITH THESE STANDARDS, AND YOU WILL BE LIABLE TO US AND INDEMNIFY US FOR ANY BREACH OF THAT WARRANTY. THIS MEANS YOU WILL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE WE SUFFER AS A RESULT OF YOUR BREACH OF WARRANTY. Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but in uploading the content you grant us and other users of our site a licence to use, store and copy that content and to distribute and make it available to third parties.

You are solely responsible for securing and backing up your content. We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

USER-GENERATED CONTENT IS NOT APPROVED BY US

Our site may include content uploaded by other users of the site, including to bulletin boards and chat rooms. This content has not been reviewed, verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about the content uploaded by other users please [Contact Us](#).

GUARANTEES AND LIMITS TO LIABILITY

Although we make reasonable efforts to update the content on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

The content contained on our site and in those linked to it is purely for information purposes only. Links to third party sites are only published on our site for the convenience of the user. We exclude any responsibility with regard to the content arising from third party sources and its use. We may publish links to other sites operated by us on this site. Access to these websites will be subject to each website's own terms of use and policies.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

This provision shall apply to the further extent allowed under applicable law. We exclude all implied conditions, warranties, representations or other terms which may apply to our site or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under

or in connection with; use of, or inability to use, our site; or use of or reliance on any content displayed on our site. In particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful content that may infect your computer equipment, computer programs, data or other proprietary content due to your use of our site or to your downloading of any content from it, or on any website linked to it.

If you are a consumer user:

A 'consumer' means an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession. If you are using our site as a consumer, you agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. These terms do not affect your statutory rights.

OTHER TERMS

Our [Privacy Policy](#) sets out the terms on which we process any personal data we collect from you, or that you provide to us. Our [Cookies Policy](#) sets out our policy in relation to cookies.

DISPUTES AND GOVERNING LAW

Business users. These terms of use are governed by and construed in accordance with the laws of the State of Nebraska and we both irrevocably agree to the exclusive jurisdiction of the courts of Lancaster County, Nebraska, USA.

Consumers. To the sole extent you qualify as a consumer under applicable law and depending on where you have your habitual residence and where you are domiciled, these terms of use may be governed by the laws of the State of Nebraska and the courts of Lancaster County, Nebraska, USA will have the exclusive jurisdiction.

Last updated [25/05/2018]

Copyright 2018 © 5 Palms, LLC