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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 <a href="Privacy Notice">Privacy Notice</a> and <a href="Cookies Policy">Cookies Policy</a>.

#### **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**

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#### 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 form, 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.

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#### **Jurisdictions**

#### 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.

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# **USER-GENERATED CONTENT IS NOT APPROVED BY US**

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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 <u>Privacy Policy</u> sets out the terms on which we process any personal data we collect from you, or that you provide to us. Our <u>Cookies Policy</u> 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.

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