

# Terms of Use - Privacy Policy

Use of this web site or any of its features is offered to you on your acceptance of these Terms of Use, our Privacy Policy and other notices posted on this web site. Your use of this web site or of any content presented in any and all areas of the web site indicates your acknowledgment and agreement to these Terms of Use, our Privacy Policy and other notices posted on this web site. If you do not agree to be bound by and comply with all of the foregoing, you may not access the web site. Sherriff-Goslin Co. has the right, at its sole discretion, to modify, add or remove any terms or conditions of these Terms of Use without notice or liability to you. Any changes to these Terms of Use shall be effectively immediately following the posting of such changes on this web site.

This web site does not guarantee the accuracy of any information. Accordingly, we do not guarantee the accuracy, timeliness, reliability or completeness of any of the information contained on, downloaded or accessed from this web site.

The performance of this web site and all information contained on, downloaded or accessed from this web site are provided to you on an "as is" basis, without warranties of any kind whatsoever, including any implied warranties or warranties of merchantability, fitness for a particular purpose or non-infringement of the rights of third parties. If something unexpected happens to your computer because you accessed this web site, you cannot hold Sherriff-Goslin Co. liable in any way. We reserve the right to modify, disable access to or discontinue, temporarily or permanently, any part or all of this web site or any information contained thereon without liability or notice to you. As a visitor to our web site, you acknowledge and agree that any reliance on or use by you of any information available on this web site shall be entirely at your own risk. In no event shall Sherriff-Goslin Co. nor any of its data providers be liable for any direct, indirect, consequential or exemplary damages arising from the use or the performance of this web site.

## *I.) Privacy Policy*

### **A.) Personal Information**

Sherriff-Goslin Co. collects and uses your personal information to operate the Sherriff-Goslin Co. website and deliver the services you have requested. Sherriff-Goslin Co. also uses your personally identifiable information to inform you of other products or services available from Sherriff-Goslin Co. and its affiliates. Sherriff-Goslin Co. may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered. Sherriff-Goslin Co. does not sell, rent or lease its customer lists to third parties. Sherriff-Goslin Co. may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, Sherriff-Goslin Co. may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Sherriff-Goslin Co., and they are required to maintain the confidentiality of your information. Sherriff-Goslin Co. does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent. Sherriff-Goslin Co. keeps track of the websites and pages our customers visit within Sherriff-Goslin Co., in order to determine what services are the most popular. This data is used to deliver customized content and advertising within Sherriff-Goslin Co. to customers whose behavior indicates that they are interested in a particular subject area. Sherriff-Goslin Co. websites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Sherriff-Goslin Co. or the site; (b) protect and defend the rights or property of Sherriff-Goslin Co.; and, (c) act under exigent circumstances to protect the personal safety of users of Sherriff-Goslin Co., or the public.

### **B.) Domain Information Collection**

Sherriff-Goslin Co. may collect domain information to enable us to analyze how our visitors use this site. This data enables us to become more familiar with which people visit our site, how often they visit, and what parts of the site they visit most often. Sherriff-Goslin Co. uses this information to improve its Web-based offerings. This information is collected automatically and requires no action on your part.

### **C.) Confidentiality and Transmissions over the Internet**

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks may not be secure, and is subject to possible loss, interception or alteration while in transit. Accordingly, we do not assume any liability for any damage you may experience or costs you may incur as a result of any transmissions over the Internet or other publicly accessible networks, such as transmissions involving the exchange of e-mail with us (including those which may contain your personal information). We make no efforts to safeguard the privacy of the information you provide us. In no event will the information you provide to us be deemed to be confidential, create any fiduciary obligations to you on our part, or result in any liability to you on our part in the event that such information is inadvertently released by us or accessed by third parties without our consent.

### **D.) User Conduct and Obligations**

You agree to follow all applicable laws and regulations when using this web site and further agree that you will not transmit junk mail, chain letters, or other unsolicited bulk e-mail or duplicative messages to any email address listed on this site.

By uploading, posting or otherwise transmitting through or to our web site any content, you grant to us, our successors and assigns, a non-exclusive, world-wide, royalty free, perpetual, non-revocable license to use or distribute such content in any manner otherwise than as stated in our Privacy Policy.

#### **E.) Third Parties and Links**

Pointers or links to other web sites and references to products and services offered by third parties are provided to you for convenience only and do not constitute an endorsement or approval by us of (i) the organizations that operate such web sites; (ii) the content, privacy policies or other terms of use on such web sites; or (iii) such third party products and services. As we have no control or responsibility over web sites or content maintained by other organizations, or for products and services offered by third parties, we do not assume any liability for your use of any of the foregoing, which you acknowledge and agree shall be at your own risk.

#### **F.) Proprietary Rights**

Our policy is to comply with all intellectual property laws and to act quickly upon receiving any notice of claimed infringement. If you believe that your work has been reproduced on this web site in a manner that constitutes copyright infringement, please let us know immediately by sending email to [sginfo@sherriffgoslin.com](mailto:sginfo@sherriffgoslin.com).

#### **G.) Information Sharing and Disclosure**

##### **i.) Aggregate Information (non-personally identifiable)**

Some limited aggregated demographic information about our user base may be shared from time to time with our partners and/or advertisers. This information does not identify individual users.

##### **ii.) Personally identifiable information:**

To the extent Contributions and other Material (as defined in the Terms of Use) contain personal information about you, including, but not limited to, your name, Sherriff-Goslin Co. has the right to provide that information to others pursuant to the Term of Use.

##### **iii.) Forums/Chat Rooms/Mailing Lists/Comment Forms**

If you use public services such as forums, chat rooms, or mailing lists on Sherriff-Goslin Co. web sites, or submit information using a comment form, you should be aware that any personally identifiable information you submit there can be read, collected, or used by other users of these services, and could be used to send you unsolicited messages. We are not responsible for the personally identifiable information you choose to submit in these public services. Sherriff-Goslin Co. reserves the right to terminate the accounts of visitors who use these services in a manner inconsistent with our Terms of Use.

##### **iv.) Legal Disclaimer**

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served relating to our web site.

#### ***II.) General Provisions***

If any provision of these Terms of Use is held invalid or unenforceable in any respect by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms of Use shall continue in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision of these Terms of Use.

These Terms of Use shall be governed by and construed in accordance with Federal and State laws. The parties consent to the exclusive jurisdiction at a place to be determined by Sherriff-Goslin Co. at the last minute.