

## **BRADFORD-SCOTT DATA CORPORATION TERMS AND CONDITIONS; DISCLAIMERS**

### **IMPORTANT NOTICE.**

THE FOLLOWING ARE TERMS OF A LEGAL AGREEMENT BETWEEN YOU AND BRADFORD-SCOTT DATA CORPORATION. BY ACCESSING, BROWSING, OR USING THIS WEB SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING EXPORT AND RE-EXPORT CONTROL LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THIS WEB SITE. REFERENCES TO BRADFORD-SCOTT DATA CORPORATION ALSO INCLUDES, SHARETEC SYSTEM.

BRADFORD-SCOTT DATA CORPORATION MAY, WITHOUT NOTICE TO YOU, AT ANY TIME REVISE THESE TERMS OF USE AND ANY OTHER INFORMATION CONTAINED IN THIS WEB SITE BY UPDATING THIS POSTING. BRADFORD-SCOTT DATA CORPORATION MAY ALSO MAKE IMPROVEMENTS OR CHANGES IN THE PRODUCTS, SERVICES, OR PROGRAMS DESCRIBED IN THIS SITE AT ANY TIME WITHOUT NOTICE.

### **DISCLAIMER OF WARRANTY**

USE OF THIS SITE IS AT YOUR SOLE RISK. ALL MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES OR GUARANTEES WHATSOEVER. BRADFORD-SCOTT DATA CORPORATION EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITATION, BRADFORD-SCOTT DATA CORPORATION MAKES NO WARRANTY OR GUARANTEE THAT THIS WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, OR SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT, INCLUDING LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

### **LIMITATION OF LIABILITY**

IN NO EVENT WILL BRADFORD-SCOTT DATA CORPORATION BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER RELATED TO OR ARISING FROM THIS WEB SITE OR ANY USE OF THIS WEB SITE, OR OF ANY SITE OR RESOURCE LINKED TO, REFERENCED, OR ACCESSED THROUGH THIS WEB SITE, OR FOR THE USE OR DOWNLOADING OF, OR ACCESS TO, ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF BRADFORD-SCOTT DATA CORPORATION IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES.

### **HYPERLINKS**

HYPERLINKS TO OTHER INTERNET RESOURCES ARE TO BE USED BY YOU AT YOUR OWN RISK. WHEN YOU LEAVE BRADFORD-SCOTT DATA CORPORATION'S WEBSITE TO USE THE SERVICES OF, OR COMPLETE TRANSACTIONS WITH AN INDEPENDENT THIRD PARTY SERVICE PROVIDER, YOUR USE OF THEIR SITE AND SERVICE WILL BE GOVERNED BY THE TERMS OF USE OF THE PROVIDER OF THE LINKED WEBSITE. BRADFORD-SCOTT DATA CORPORATION IS NOT RESPONSIBLE FOR THE PRODUCT, SERVICE OR OVERALL WEBSITE CONTENT AVAILABLE AT A THIRD PARTY SITE. THE CONTENT, ACCURACY, OPINIONS EXPRESSED AND OTHER LINKS PROVIDED BY THESE RESOURCES ARE NOT INVESTIGATED, VERIFIED, MONITORED BY BRADFORD-SCOTT DATA CORPORATION, AND SUCH LINKS ARE NOT ENDORSED BY BRADFORD-SCOTT DATA CORPORATION UNLESS OTHERWISE SPECIFICALLY STATED. YOU ARE ADVISED THAT BRADFORD-SCOTT DATA CORPORATION'S PRIVACY POLICY DOES NOT APPLY TO LINKED WEBSITES AND YOU SHOULD CONSULT THE PRIVACY DISCLOSURE ON THAT SITE FOR FURTHER INFORMATION.

### **PRODUCTS AND SERVICES**

THIS WEBSITE, AND THE PRODUCTS AND SERVICES THAT ARE DESCRIBED OR OFFERED THROUGH THE WEBSITE, CAN BE AMENDED IN WHOLE OR IN PART OR TERMINATED AT ANY TIME. USERS OF THE WEBSITE SHALL HAVE NO RIGHT TO EXPECT THE CONTINUATION OF ANY PART OF THE WEBSITE NOR ANY PRODUCTS AND SERVICES THAT ARE DESCRIBED OR OFFERED THROUGH THE WEBSITE. SOME PRODUCTS AND SERVICES MAY NOT BE AVAILABLE IN ALL GEOGRAPHIC AREAS. YOUR ELIGIBILITY FOR PARTICULAR PRODUCTS AND SERVICES IS SUBJECT TO FINAL DETERMINATION AND ACCEPTANCE BY BRADFORD-SCOTT DATA CORPORATION.

### **SUBMISSIONS**

ALL INFORMATION SUBMITTED BY YOU VIA THIS WEBSITE MAY BE USED BY BRADFORD-SCOTT DATA CORPORATION IN ANY MANNER THAT COMPLIES WITH THE APPLICABLE LAWS AND REGULATIONS, AND THE POLICIES OF BRADFORD-SCOTT DATA CORPORATION. IN ADDITION, YOU ARE ADVISED THAT ANY E-MAIL INFORMATION SUBMITTED BY YOU SHOULD BE SENT USING OUR SECURE E-MAIL CONTACT US AT THE VERY TOP RIGHT SIDE OF THE WEB PAGE. ANY E-MAIL SENT BY YOU TO BRADFORD-SCOTT DATA CORPORATION OUTSIDE OF THAT SECURE DELIVERY CHANNEL MAY NOT BE ENCRYPTED AND WE ARE NOT LIABLE FOR THE PROTECTION OF CONFIDENTIAL INFORMATION THAT MAY BE CONTAINED WITHIN.

### **COPYRIGHT**

BRADFORD-SCOTT DATA CORPORATION OR A THIRD PARTY VENDOR OWNS THE COPYRIGHT TO THE PAGES AND THE SCREENS DISPLAYING THE PAGES THAT APPEAR ON THIS WEBSITE.

### **NO WAIVER**

NO WAIVER OF ANY OF THE FOREGOING TERMS AND CONDITIONS SHALL BE EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF BRADFORD-SCOTT DATA CORPORATION, AND NO WAIVER SHALL DEEMED TO IMPLY OR CONSTITUTE A CONTINUING WAIVER OR A WAIVER OF ANY OTHER TERM OR CONDITION.

### **GOVERNING LAW**

THESE TERMS AND CONDITIONS ARE GOVERNED BY THE LAWS OF THE STATE OF INDIANA.

LAST UPDATED: 6/2/2014