## **TouchNet's Terms and Conditions**

By accessing and using this web site, you agree that your access to and use of this site is subject to the following terms, as well as to all applicable laws, as governed and interpreted pursuant to the laws of the State of Kansas and the United States of America, which may be modified from time to time. We may update this web site and these Terms of Use and the Privacy Policy from time to time without giving you any notice. Your use of this web site after any such updates will constitute your acceptance of those updated terms. You agree that these Terms of Use and the Privacy Policy describe the entire agreement between us with respect to your use of this web site.

In order to use this web site, you agree to:

Follow these terms and all applicable laws,

Never give your password to anyone or use your password if you are no longer authorized to do so,

Not impersonate any other person or misrepresent a relationship with any other person or entity in connection with your use of this web site,

Not retrieve any data or other content from this web site (systematically or otherwise) or create or compile, directly or indirectly, a collection, compilation, database, directory or any other record and or content, without the express written permission of TouchNet Information Systems, Inc. (TouchNet), and

Respect the copyright and other intellectual property rights TouchNet and third parties to the content on this web site, including, but not limited to, the text, graphics, images and logos accessible on or from this site.

If you do not comply with these or other terms set forth below, TouchNet reserves the right to suspend or terminate your rights to access this web site without giving you notice of such action.

The information contained on TouchNet's web site has been compiled from sources believed to be reliable. However, you agree that your use of information on this web site is voluntary, and that you should rely on such information only after an independent review of its accuracy, completeness, efficacy and timeliness. This web site contains links to other web sites that users may access. These links are provided for your convenience only. You acknowledge and agree that TouchNet is not responsible for the content of such other web sites. Your use of such other web sites and the treatment of your personally-identifiable information are subject to the terms of use and privacy policies that apply to such other sites. We encourage you to review the terms of use and privacy policies for other web sites that you access so that you understand all of the terms that will apply. Please contact those web sites directly if you have any questions in that regard.

TouchNet, its employees, directors, officers, directors, trustees, agents, vendors and suppliers (collectively TouchNet) do not endorse, approve or certify; make no warranties, representations or guarantees as to; and assume no responsibility for, the correctness, sufficiency, completeness or efficacy of the information or recommendations contained on this web site or on any other web sites that can be accessed from this site. Likewise, reference in this web site (or in any linked web site) to any specific commercial product, process, service, entity or other web site by trade name, trademark, service mark, manufacturer, URL or otherwise does not constitute or imply any endorsement, approval, certification or recommendation by TouchNet.

The content on this web site, including, but not limited to, text, graphics, images and logos, is owned either by TouchNet or the party that has provided the content to TouchNet, and is protected by U.S. and

international copyright laws. Some information on this web site is in the public domain and is so indicated. You may freely distribute or copy any such public domain information. TouchNet is also the sole and exclusive owner of its compilation of this content on this web site, and this compilation is also protected by U.S. and international copyright laws. Unauthorized copying of any of this content could lead to copyright infringement. You may not copy, reproduce, duplicate, sell or otherwise transfer or commercially exploit this web site (or any portion of it) without TouchNet's express written permission. Please contact to request such permission.

We welcome your comments and feedback. Any feedback, ideas, suggestions or other communications that you submit to TouchNet will be and remains the exclusive property of TouchNet, which we may use, reproduce, disclose, publish and distribute for any purpose whatsoever, without restriction and without compensation to you. By submitting comments to TouchNet, you agree to these terms and assign to TouchNet your full rights to such comments.

TouchNet expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Information on this web site and links to other sites are provided on an "as is" basis without warranty of any kind. Such information may contain errors or inaccuracies. You acknowledge, by your use of this web site, that your use of it is at your sole risk. If you are dissatisfied with the web site, your sole and exclusive remedy is to discontinue using it.

TouchNet may at any time discontinue this web site, or any part thereof, without any notice. You agree that you have no rights in this web site and that TouchNet will have no liability to you if this web site, or any part thereof, is discontinued or your ability to access this site, or any part thereof, is suspended or terminated. You further agree that under no circumstances will TouchNet be liable to you for any lost profits or direct or indirect losses arising out of or in connection with your use of or inability to use this web site.

You assume the full responsibility and risk for any damage to your computer, software, database or other property, or any other consequences that may result from your use of this web site or from downloading any information, software or other materials from this web site. TouchNet shall have no liability for any such damage.

This is a comprehensive limitation of liability that applies to all losses and damages of any kind (whether general, special, consequential, incidental, exemplary or otherwise, including, without limitation, loss of data, income or profits), whether in contract, negligence or other tortious action, even if an authorized representative of TouchNet has been advised of or should have known of the possibility of such damages.

## **Privacy Policy**

TouchNet pledges to respect the privacy of any personal information that you provide to us during interaction on this website. Information may be gathered from the data that you enter on request forms, from cookies, and from your browser.

We use such information only when necessary to honor your requests for information, documentation, products, services, and the like; to enhance your viewing experience throughout our website; or to monitor and analyze how our viewers use the various resources on our website. We do not share individual names, addresses, navigational data, or other personal information with any other entities or organizations.