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Website Terms of Service

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The following terms and conditions govern all use of the ConiferCommunications.com, Conifercom.net, ConiferInternet.com, and other company owned websites and all content, services, and products available at or through the website, including, but not limited to information pages, blogs, and Customer Portal (taken together, the Website). The Website is owned and operated by Conifer Communications, Inc. ("Conifer Communications"). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Conifer Communications' Privacy Policy) and procedures that may be published from time to time on this Site by Conifer Communications (collectively, the "Agreement"). We reserve the right to update these terms of service and our practices at anytime.

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Conifer Communications, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 13 years old.

[Your Conifer Customer Account](#)

If you create an account on the Customer Portal of the website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account. You must immediately notify Conifer Communications of any unauthorized uses of your account or any other breaches of security. Conifer Communications will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

[Responsibility of Website Visitors](#)

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors.

[Copyright Infringement and DMCA Policy](#)

As Conifer Communications asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by ConiferCommunications.com violates your copyright, and if this website resides in the USA, you

are encouraged to notify Conifer Communications in accordance with Conifer Communications Digital Millennium Copyright Act ("DMCA") Policy. Conifer Communications will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material.

Intellectual Property

This Agreement does not transfer from Conifer Communications to you any Conifer Communications or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with Conifer Communications. ConiferCommunications.com, the Conifer Communications logo, and all other trademarks, service marks, graphics and logos used in connection with Conifer Communications, or the Website are trademarks or registered trademarks of Conifer Communications or Conifer Communications' licensors. Your use of the Website grants you no right or license to reproduce or otherwise use any Conifer Communications or third-party trademarks.

Changes

Conifer Communications reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes.

Termination

Conifer Communications may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your ConiferCommunications.com account (if you have one), you may simply discontinue using the Website. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Disclaimer of Warranties

The Website is provided "as is". Conifer Communications and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Conifer Communications nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

Limitation of Liability

In no event will Conifer Communications, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory. Conifer Communications shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with the Conifer Communications Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which this website resides or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless Conifer Communications, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.