

LINKS

The website (“Site”) may provide links to third-party websites or resources. Because Oak View Group, LLC (“OVG”) has no control over such sites and resources, you acknowledge and agree that OVG is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for (i) any content, advertising, products, or other materials on or available from such sites or resources, (ii) any errors or omissions in these websites or resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that OVG shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked sites or resources.

OUR PROPRIETARY RIGHTS

This Site is owned and operated by OVG and contain material which is derived in whole or in part from material supplied by OVG and its affiliates, subsidiaries and partners, as well as other sources, and is protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual laws. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Site.

You may not use any of OVG’s trademarks, trade names, service marks, copyrights, or logos in any manner which creates the impression that such items belong to or are associated with you or, except as otherwise provided herein, are used with OVG’s consent, and you acknowledge that you have no ownership rights in or to any such items.

You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from the Site, including content, code and software (collectively, "Material") unless specifically granted written permission to do so by OVG. OVG Material may include inaccuracies or typographical errors. OVG has the right but not the obligation to make changes and updates to any Material without prior notice.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OVG 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, ACCURACY, AND NON-INFRINGEMENT. OVG ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO PROVIDE ANY CONTENT OR TO STORE ANY PERSONALIZATION SETTINGS OR USER MATERIALS.

2. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE IS DOWNLOADED AND USED AT YOUR SOLE DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, SOFTWARE, TECHNOLOGY OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

3. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OVG OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY.

LIMITATION ON LIABILITY

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL OVG BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF OVG HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OF, OR THE INABILITY TO USE, THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR

TRANSMISSIONS AND/OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE.

Exclusions and Limitations.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that OVG may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

Effective Date: August 6, 2017

© Copyright 2017 Oak View Group, LLC. All rights reserved. Use of the Site signifies your acceptance of these terms.