

# TERMS OF USE

## **Legal Restrictions and Disclaimer - Please Read These Terms of Use Carefully. Use of Site Constitutes Acceptance of Terms.**

Sellers Bros., Inc. makes available for your use on this Web site (the "Site") information and services operated by Sellers Bros., Inc., subject to the terms and conditions set forth in this document (the "Terms of Use"). By using this Site, you acknowledge that you have read, understand and agree to abide by the terms below. If you do not understand or agree to these terms, you should not use this Site.

### **Copyright; Limited License**

Unless otherwise noted, all content on this Site are protected by copyright and/or other intellectual property laws and any unauthorized use of the Materials or Services at this Site may violate such laws. Except as expressly provided herein, Sellers Bros., Inc. does not grant any express or implied right to you under any patents, copyrights, trademarks, or trade secret information with respect to the content.

The Sellers Bros., Inc. names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of Sellers Bros., Inc. All other marks are the property of their respective owners. No trademark or service mark license is granted to you in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo or mark in any manner. You may download and use the information and documents on this Site for personal use only. You may not copy, distribute or use the materials or information on the Website in any other way, or for any commercial purpose, without express written permission of Sellers Bros., Inc..

### **Disclaimers**

We make efforts to ensure that there are no errors on the Site and the information mentioned is accurate. However, there may be instances where the information is incomplete or inaccurate. Sellers Bros. assumes no responsibility for errors or omissions in the content on the Site. We reserve the right to correct errors and/or to update the content or information on this Site at any time without notice.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Sellers Bros., Inc. will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from sellersbros.com on this Site and other than generally available third party web browsers (e.g., Microsoft Internet Explorer, Mozilla Firefox, Netscape Navigator).

**Limitation of Liability**

COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEB SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THIS WEB SITE, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO THE WEB SITE, OR RELATED INFORMATION OR PROGRAMS.

**E-mail**

Email submissions over the Internet may not be secure. Please consider this fact before emailing any personal or confidential information.

**Links to Third Party Sites**

This Site may contain links to third party websites. Access to any other Internet site linked to this Site is at the user's own risk and Company is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these sites, or for any virus or other damage to your computer, mobile device, software, or other property. Sellers Bros. provides these links merely as a convenience and does not endorse the companies or contents of any linked sites.

**Indemnity**

You agree to indemnify and hold Sellers Bros. and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through the Site, your use of the Site, your connection to the Site, your violation of the Terms of Use, or your violation of any rights of another person or entity.

**Applicable Law**

The laws applicable to the interpretation of these terms shall be federal law of the United States and the laws of the State of Texas, without regard to any conflict of law provisions. If any provision within these terms is held to be invalid or unenforceable, such provision shall be struck and all remaining provisions shall be enforced.

**General**

Sellers Bros. may revise these legal terms at any time by updating this posting. You should visit this page from time to time to review the then-current terms. Certain provisions of these Legal terms may be superseded by expressly designated legal notices or terms located on particular pages on this Web site.

**Privacy Policy**

Please review our Privacy policy which governs your visit to [www.SellersBros.com](http://www.SellersBros.com) to understand our policy and practices.