



"Customer focused people delivering high quality products at the lowest possible cost."

## **Breckenridge Financial Supplies Website Use Policy**

Revised January 2014

Thank You for visiting the Breckenridge Financial Supplies Website (the "Website") and reviewing our Online Website Use and Privacy Policy. It is important to read the following terms of use. Use of this Website constitutes acceptance of the terms in this Policy and an agreement to abide by them.

"We", "Us", "Our" and "BFS" refers to **Breckenridge Financial Supplies (BFS)**. The term "You" refers to the Customer and/or the person accessing this Website

BFS reserves the right to modify, update or alter these Terms of Use at any time. It is Your obligation to be aware of any such modifications or updates and comply with them.

### **Disclaimers and Limitation of Liability**

**THIS WEBSITE AND ALL MATERIALS AND INFORMATION CONTAINED ON IT ARE DISTRIBUTED AND TRANSMITTED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR THAT WARRANTIES THAT THE WEBSITE OR THE SERVICES PROVIDED BY BFS will meet YOUR requirements, WILL MEET YOUR REQUIREMENTS, WILL BE CONTINUOUSLY AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR. BFS IS NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES BASED ON LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF DATA) THAT MAY ARISE FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE AND/OR THE MATERIALS AND INFORMATION CONTAINED ON THE WEBSITE, WHETHER THE MATERIAL IS PROVIDED BY BFS OR A THIRD PARTY AND REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, TORT, OR OTHER THEORY OF LIABILITY.**

- The Website should not be relied upon for on-line technical assistance or any other emergency services and is in no way designed to serve as an alternative to the technical support services provided by BFS or independent third-party technical support services.
- Information on this Website may contain technical inaccuracies, typographical errors, or information that may become outdated over time. BFS assumes no obligation to keep current or update the information or documents on this Website.
- BFS makes no warranty and assumes no responsibility for material posted to the Website by third parties.
- BFS may from time to time and without notice make improvements and/or changes in the products, processes, technologies, programs, and services described or made available at this Website.
- By using the Website, You assume all risks associated with such use, including without limitation, risk to Your computer, software or data of being damaged by any virus transmitted or activated via the Website or material that may be included within or accessed from the Website. BFS is neither responsible nor liable for any viruses or other contamination of Your system nor for any delays, inaccuracies, errors or omissions arising out of Your use of the Website or with respect to the material contained on the Website, including without limitation, any material posted on the Website, whether the material is provided by BFS or a third party.
- This Website may contain links to other sites, which are provided solely as a convenience to You. Such links are in no manner an endorsement, recommendation or approval of any person, any product or any service on the linked website. BFS is not responsible for the



availability of external sites or resources linked to the Website and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Transactions that occur between You and the third parties that control these sites are strictly between You and the third parties and are not the responsibility of BFS. Because BFS is not responsible for the availability or accuracy of these outside resources or their contents, You should review the terms and conditions and privacy policies of these linked sites, as their policies may differ from Ours.

- BFS manages this Website from its office in West Carrollton, Ohio and makes no representations that materials in this Website are appropriate or available for use in other locations. If You access this Website from other locations, You do so at Your own risk and are solely responsible for compliance with any and all applicable laws, rules and regulations. The display of this Website by BFS does not represent consent by BFS to submit to any specific jurisdiction.

### **Use of the Website**

- The Website is created and designed for the purpose of communicating general information with users of the Internet by electronic means.
- You may not resell, license, or otherwise distribute any of the information You obtain from the Website.
- You shall ensure the accuracy and reliability of the information You provide to BFS.
- This Website may only be used as intended by BFS for its authorized purposes. You shall use the Website to obtain quotes, download promotional materials and place orders.
- Unauthorized use or modification of any information stored on this Website may result in criminal and/or civil prosecution under Federal, State, and local law. BFS reserves the right to report any website activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect BFS's systems and customers, or to ensure the integrity and operation of BFS's business and systems, BFS may access and disclose information it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information and usage history.
- BFS may monitor and audit the usage of this system, but is under no obligation to do so, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing.
- This Website is distributed internationally and may contain references to BFS products, programs and services that have not been announced in Your country. These references do not imply that BFS intends to announce or offer such products, programs or services in Your country.
- Communications made to BFS through this Website's e-mail and messaging system shall in no way be deemed to constitute legal notice to BFS or any of its agencies, officers, employees, Members, or representatives, with respect to any existing or potential claim or cause of action against BFS or any of its agencies, officers, employees, Members, or representatives, where notice to the BFS is required by contract, or any federal, state or local laws, rules, or regulations.
- Use of this Website creates no relationship between BFS and You. All Customer's use the Services as separate entities and **no** relationship of agent or agency is ever created.
- BFS reserves the right to delete, move, edit, refuse to post or take other appropriate action with respect to such messages, information or files that BFS, in its sole discretion, deems objectionable or otherwise in violation of this Policy.



### **Prohibited Activities**

The following is a partial list of the kind of activity that is illegal or prohibited on the BFS Website and through Your use of the Website. BFS reserves the right to investigate and take appropriate legal action against any person who violates this provision, including without limitation, terminating the Membership Agreement of a Member. Prohibited activity includes, but is not limited to:

- Providing information to BFS that You know is false or misleading or promotes illegal activities, or conduct that is abusive, threatening, obscene, defamatory or libelous to BFS personnel or any third parties;
- Transmission of "junk mail," "chain letters," or unsolicited mass mailing, or "spamming" through the use of this Website. If You send unsolicited bulk email or other unsolicited communications of any kind through the Website, You acknowledge that You will have caused substantial harm to BFS, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, You agree to pay BFS \$50 for each such unsolicited email or other unsolicited communication sent by You or Your agents through the Website;
- Using the Website to further or promote any criminal activity or enterprise including, but not limited to privacy violations or transmission of computer viruses;
- Criminal or tortious activity, copyright infringement, patent infringement, or theft of trade secrets;
- Any automated use of the system, such as using scripts to obtain information;
- Interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to it, such as a denial of service attack;
- Attempting to impersonate another person;
- Using the account, username, or password of another Member at any time or disclosing Your password to any third party or permitting any third party to access Your account, other than Your authorized employees;
- Using either the BFS company name or logo or the name or logo of any insurance partner of BFS in any form of advertising, representation or solicitation; and
- Representing that You are an agent of BFS.
- Advertise or solicit on these pages without BFS's express written permission.
- Restricting inhibiting any other user from using and enjoying any service conducted on this Website;
- Upload, transmitting, distributing or otherwise publishing on the Website (i) any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent materials; (ii) any materials that infringe any intellectual property, publicity or privacy right of any third party; (iii) any materials that advertise or otherwise solicit funds or are a solicitation for goods and services; or (iv) any materials containing a computer virus or other harmful component.

### **Intellectual Property Rights and Limitations on Its Use**

Breckenridge Financial Supplies, BFS are service marks and/or copyrights owned by BFS, ALL RIGHTS RESERVED. All materials published on this Website (the "Website Materials") are protected by copyright and are owned by BFS or the party listed as the provider of the content, software or other materials.



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- You will not modify the documents or graphics;
- You will not copy or distribute graphics separate from their accompanying text, nor will You quote materials out of their context;
- You will retain and display the copyright notice and any other proprietary notices on every copy You make;
- You acknowledge that BFS has not conferred upon You by waiver, estoppel or otherwise, any license or right under any patent, trademark or copyright (except as expressly provided above).
- Any information You post to the Website becomes the property of BFS. In addition, You agree that BFS is free to use any ideas, concepts or techniques contained in any content You provide via or post on the Website for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products incorporating such ideas, concepts or techniques.

### **Dispute Resolution**

Any controversy or claim arising out of or relating to our Website Use and Privacy Policy, or the breach of such policy, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the dispute.

### **Governing Law**

The terms of this Website Use and Privacy Policy shall be governed by, construed and enforced in accordance with the laws of the State of Ohio as applied to agreements made and to be performed entirely therein. Any action related to this Website shall be brought in either the state or federal courts in Montgomery County, Ohio.

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## **Breckenridge Financial Supplies Privacy Policy**

This privacy policy discloses the privacy practices for [breckpaper.com](http://breckpaper.com). This privacy policy applies solely to information collected by this web site. It will notify you of the following:

1. What personally identifiable information is collected from you through the web site, how it is used and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

### **Information Collection, Use, and Sharing**

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

### **Your Access to and Control Over Information**

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

### **Security**

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for "https" at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.



## **Orders**

We request information from you on our order form. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

## **Links**

This web site contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

If you ever collect data through surveys or contests on your site, you might insert a paragraph like this in your privacy policy:

## **Surveys & Contests**

Time-to-time our site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

## **Updates**

Our Privacy Policy may change from time to time and all updates will be posted on this page.

**If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at (800) 874-5755 x107 or via email to [breck@breckpaper.com](mailto:breck@breckpaper.com).**