



## Website Terms of Use

The Effective Date of these Terms of Use is March 1, 2017.

The website [www.companionprotect.com](http://www.companionprotect.com) (identified herein as the "Site") and the web pages thereof are owned and operated by Companion Protect, LLC, a Kansas limited liability company ("Owner" or "we"). Please read the following sections carefully, as they contain the terms and provisions governing your use (the "Terms of Use") of the Site. Additionally, you should review our [Privacy Policy www.companionprotect.com/CPdocuments](http://www.companionprotect.com/CPdocuments). Inquiries or concerns regarding these Terms of Use or the Privacy Policy may be sent by any of the following: via e-mail to [Support@companionprotect.com](mailto:Support@companionprotect.com) or by mail to Website Inquiries, Companion Protect, LLC, Attn: Customer Support 10950 El Monte Rd Overland Park KS 66211.

PLEASE READ THE FOLLOWING TERMS OF USE AND THE PRIVACY POLICY CAREFULLY BEFORE USING THE SITE. BY USING THE SITE, YOU SIGNIFY YOUR ASSENT TO BOTH THE TERMS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT ASSENT TO BOTH THE TERMS OF USE AND THE PRIVACY POLICY, YOU MAY NOT USE THE SITE.

**TERMS OF AGREEMENT.** The Terms of Use and Privacy Policy constitute a legally binding agreement (the "Agreement") between you ("you or the "User") and Owner. Owner has the right to modify this Agreement or these Terms of Use at any time. Changes in these Terms of Use may be posted on this page, without other written, verbal, or electronic communication. Every time the User uses the Site, the User is agreeing to the then-current Agreement.

### USER REGISTRATION

You may be required to register in order to access certain features of the Site. You will choose a user name and a password through Site's registration process. You are responsible for keeping your user name and password confidential. You are responsible for all activities (whether by you or by others) that occur under your password and account. You agree to notify us immediately of any unauthorized uses of your account or any other breach of security. Owner cannot and will not be liable for any loss or damage arising from your failure to keep your account information protected.

By registering on the Site, you represent and warrant that your information is true and accurate to the best of your knowledge. You agree not to submit false information such as name, address, email, and/or telephone number when registering on the Site. By registering with the Site, you consent to receive periodic communication from Owner by e-mail regarding the status of your account or other information associated with your account. For more information in how Owner may use the information you provide during registration, please see the [Privacy Policy www.companionprotect.com/CPdocuments](http://www.companionprotect.com/CPdocuments).

### INTELLECTUAL PROPERTY RIGHTS



The Site and all materials available on it are the property of Owner, its licensors, or its users and are protected by copyright, trademark and other intellectual property laws. You may not use the contents of the Site in any manner or for any purpose that would constitute infringement of Owner's, our licensors', or other users' intellectual property rights.

## **PROHIBITED ACTIVITIES.**

The following activities are expressly prohibited from the Site:

- a. Creating a username in violation of anyone's trade secret, copyright, or other intellectual property right.
- b. Creating a username that contains offensive content. Offensive content may include, but is not limited to, obscene language, obscene references, threatening or harassing messages, or defamatory statements.
- c. Engaging in activity that compromises the Site. Such activity may include, but is not limited to hacking, IP attacks, worms, viruses, spamming, phishing, cancel bots, Trojan horses, and mail bombing or crashing.
- d. Engaging in any activity designed to impede the use of the Site by other users, including overloading and flooding.
- e. Framing or deep linking into the Site.
- f. Accessing the Site by means of automated process, spiders, bots or similar device.

## **USER SUSPENSION AND/OR TERMINATION**

Owner may cancel or terminate the User's right to access or use any part of the Site at any time without notice. The User agrees that breach of any of the terms in this Agreement may result in the immediate termination of the User's account and/or give rise to civil action against the User. The disclaimers herein and all restrictions on the User regarding information downloaded or obtained from the Site shall survive any cancellation or termination of the User's right to use the Site.

## **THIRD PARTY LINKS**

**This Web site may contain links to third party Web sites that are not controlled by Owner. These third-party links are made available to you as a convenience and you agree to use these links at your own risk. Please be aware that Owner is not responsible for the content of third party Web sites linked to Owner nor are we responsible for the privacy policy or practices of third party Web sites linked to Owner. Our Privacy Policy only applies to information we collect from you while you are at and while you are actively in a session with Owner. If you should link to a third-party Web site from Owner, we strongly encourage you to review and become familiar with that Web site's privacy policy.NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the Site, you warrant to Owner that you will not use the Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or



interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Sites.

## **USER INDEMNIFICATION**

You agree to indemnify Owner and its affiliates, employees, agents, representatives and third party service providers and defend and hold each of them harmless, from any and all claims, demands, actions, liability, fines, penalties and expenses, whether based on warranty, contract, negligence, strict liability or otherwise, that may arise from any of your acts through the use of the Site. Such acts may include, but are not limited to: submissions, unauthorized use of material obtained through the Site, or breach of this Agreement.