

NIOA Web Site Terms and Conditions

1. **Welcome** to the web site of the National Independent Operators Association ("NIOA"). This web site provides information about NIOA and the services it provides. Because this web site provides general information and Member specific information and services, pages are only accessible by "Members."

2. **Privacy.** On its Members-only pages, this web site may contain a Member list and contact information. You agree that you will not use this web site to harvest or otherwise collect information about others for commercial use, including, without limitation, email addresses, without the express consent of the person to whom the information relates.

3. **Information; Site Availability.** NIOA takes reasonable steps to confirm the accuracy of the information on this site, however, certain content on this site is provided by third parties and/or members. We therefore make no warranty or representation with respect to the accuracy, completeness or timeliness of information on the site.

NIOA may change, suspend or eliminate all or any aspect of this site at any time, including the availability of any service, feature or data, without notice or liability to you.

4. **System Integrity.** You agree to not use any software, scheme or device to interfere or attempt to interfere with the proper working of NIOA's site. Further, you agree to not disclose or share your user name or password with any third parties or use your user name or password for any unauthorized purpose.

6. **Copyright and Use of Materials.** The information and materials on this web site are protected under United States copyright laws and world wide copyright laws and treaty provisions and are owned by NIOA or other third parties. You may download a copy of any of the materials on this site for use by you in your own business, provided you do not delete or change any copyright or trademark notice. You must obtain the permission of NIOA, and in some cases other third parties, to make any other use of the materials. You may not distribute, transmit, reuse, report or use the content of this site for public or other commercial purposes. In no case may you create any kind of hyperlink to or framing of this site without the prior written consent of the NIOA.

8. **No Warranty.** You agree that you use this web site at your own risk. We have taken commercially reasonable steps to provide a secure and effective web site, however, we are sometimes at the mercy of third parties, acts of nature and/or continuously evolving technology. Therefore, we do not guarantee continuous, uninterrupted or secure access to our site. Further, we provide this web site and our services hereunder "as is" and without any warranty or condition, express or implied, unless otherwise noted. **UNLESS OTHERWISE NOTED, WE SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THIS SITE AND ANY GOODS OR SERVICES OFFERED OR SOLD THROUGH THIS SITE.** Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

9. **Limit of Liability.** You agree that in no event will we (or any of our members, officers, directors or employees) be liable for lost profits or any actual, special, incidental or consequential damages arising out of or in connection with your use of this web site or the purchase of goods or services through this web site, even if we have been advised of the possibility that such damage will occur. Further you agree that neither we nor any of our members, officers, directors or employees will be liable for any technical, hardware or software failure of any kind, any interruption in the availability of our site, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data, or other similar loss.

If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10. **Compliance with Laws.** You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this site and any purchase of goods and/or services through this site.

11. **Notices.** If you want to send us a notice in relation to these Terms and Conditions, you must send it by e-mail to the following address: llittle@dcj-kansascity.com. We may notify you by sending notice to your e-mail address or by mailing you notice by U.S. mail return receipt requested to our most current mailing address that we have for you. You agree that any notices sent by e-mail will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

12. **Governing Law.** You agree that these Terms and Conditions are governed by the laws of the State of Kansas, excluding any application of conflicts of laws rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of, or purchase of products or services through, our site shall be an appropriate federal or state court located in Topeka, Kansas.