

# TrustPoint Insurance and Real Estate Terms and Conditions

## 1. **Introduction.**

These Website Standard Terms And Conditions (these "Terms" or these "Website Standard Terms And Conditions") contained herein on this webpage, shall govern your use of this website, including all pages within this website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you are a minor.

## 2. **Intellectual Property Rights.**

Other than content you own, which you may have opted to include on this Website, under these Terms, TrustPoint Insurance and Real Estate and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.

You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website,

## 3. **Restrictions.**

You are expressly and emphatically restricted from all of the following:

1. publishing any Website material in any media;
2. selling, sublicensing and/or otherwise commercializing any Website material;
3. publicly performing and/or showing any Website material;
4. using this Website in any way that is, or may be, damaging to this Website;
5. using this Website in any way that impacts user access to this Website;
6. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
7. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
8. using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you and TrustPoint Insurance and Real Estate may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

#### 4. **Your Content.**

In these Website Standard Terms And Conditions, "Your Content" shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant TrustPoint Insurance and Real Estate a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party's rights. TrustPoint Insurance and Real Estate reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

5. **No warranties.**

This Website is provided "as is," with all faults, and TrustPoint Insurance and Real Estate makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

6. **Limitation of liability.**

In no event shall TrustPoint Insurance and Real Estate, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and TrustPoint Insurance and Real Estate, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

7. **Indemnification.**

You hereby indemnify to the fullest extent TrustPoint Insurance and Real Estate from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

8. **Severability.**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such

provisions shall be deleted without affecting the remaining provisions herein.

**9. Variation of Terms.**

TrustPoint Insurance and Real Estate is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

**10. Assignment.**

TrustPoint Insurance and Real Estate shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

**11. Entire Agreement.**

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between TrustPoint Insurance and Real Estate and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

**12. Governing Law & Jurisdiction.**

These Terms will be governed by and construed in accordance with the laws of the State of Kansas, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Kansas for the resolution of any disputes.

This privacy notice discloses the privacy practices for <https://www.trustpointrealestate.net/>. This privacy notice applies solely to information collected by this website. It will notify you of the following:

1. What personally identifiable information is collected from you through the website, 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 do on occasion share this information with our business partners and vendors. We will use your information to respond to you, regarding the reason you contacted us. 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 lock icon in the address bar and 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.

**If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at [620-364-5665](tel:620-364-5665) or via email at [tai@trustpointservices.net](mailto:tai@trustpointservices.net).**

### **Registration**

If you register for a class or other activity that may be offered from time to time on our site, you will be required to give certain information (such as name and email address). This information is used to contact you about the products/services on our site in which you have expressed interest. At your option, you may also provide demographic information (such as gender or age) about yourself, but it is not required.

### **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.

### **Cookies**

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site. Some of our business partners may use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies.

### **Sharing**

We share aggregated demographic information with our partners and advertisers. This is not linked to any personal information that can identify any individual person.

We partner with other parties to provide specific services. When the user signs up for these services, we will share names or other contact information that is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

### **Links**

This website 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.

### **Surveys & Contests**

From 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.