



Terms of Use

IMPORTANT! PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING WWW.DUNRATH.COM (THE “WEB SITE”), AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS OF USE (“TERMS”) SET FORTH THE TERMS AND CONDITIONS GOVERNING YOUR USE OF THIS WEB SITE AND YOUR ACCESS TO AND USE OF THE INFORMATION, CONTENT AND SERVICES OFFERED ON THIS WEB SITE (WHICH, COLLECTIVELY WITH THIS WEB SITE, CONSTITUTE THE “*SERVICES*”).

You agree to these Terms by accessing this Web Site, registering for the Web Site, or by accepting, downloading or uploading any information or content from the Web Site. IF YOU DISAGREE WITH ANY OF THESE TERMS, OR DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS, DO NOT USE THE WEB SITE.

The information and features included in this Web Site have been compiled from a variety of sources and are for informational purposes only. By accessing or linking to this Web Site, you assume the risk that the information on this Web Site may be incomplete, inaccurate, out of date, or may not meet your needs and requirements.

The Web Site is owned and operated by Dunrath Capital, Inc. (“Company”, “We”, or “Us”).

CONSENT TO TRANSFER

In order to administer and conduct business through the Web Site, information collected from or about users of the Web Site will be transferred to the United States, which may not have data protection legislation similar to your country. By using the Web Site, submitting any information or material through the Web Site, participating in any of the Services or otherwise providing Company with personally identifiable information, you consent to the transfer of such information to the United States.



Ownership of Contents/License

This Web Site and all of its current and future content, such as articles, opinions, other text, directories, guides, photographs, illustrations, images, video and audio clips and advertising copy, as well as the trademarks, logos, domain names, trade names, service marks, trade identities and any and all copyrightable material (including source and object code) and any other form of intellectual property (collectively, the “Content”) are owned by or licensed to Company. Except as expressly set forth in these Terms, no rights (either by implication, estoppel or otherwise) are granted to you. You may only use the Content as expressly set forth in these Terms. **UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING, DUPLICATING OR ANY OTHER MISUSE OF ANY OF THE MATERIAL IS STRICTLY PROHIBITED.** Company may add, change, discontinue, remove or suspend any portion of the Web Site at any time, without notice and without liability.

You understand, acknowledge and agree that Company hereby grants you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable license that authorizes you to download and view a single copy of the Content, provided that you retain all copyright, trademark and other proprietary notices contained in the original Content or any copy you may make of the Content and further provided that you do not, nor will you allow or aid or abet any third party (whether or not for your benefit) to copy or adapt any code that comprises the Web Site nor otherwise reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code used to generate the Web Site. Except as may be expressly permitted herein or by Company, you will not use any robot, spider, rover scraper, or any other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute the Content. Unless otherwise expressly authorized in these Terms or on the Web Site, you further agree that you will not, in whole or in part, modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third-party or on any third-party web site, or otherwise use the Content in any way for any public or commercial purpose not expressly authorized by Company in writing.



Restrictions on Use

As used in these Terms, “Affiliates” means Company’s parent company(ies) and its and their related companies, subsidiaries, licensors, divisions, affiliates, directors, officers, partners, agents and assigns.

You agree not to:

- (i) transmit or otherwise make available any content that is false, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, disparaging (including disparaging of Company or the Affiliates), obscene, invasive of another’s privacy, or that promotes illegal acts or is otherwise objectionable (as determined by Company in its sole discretion);
- (ii) engage in any fraudulent or illegal purpose, or any use which violates the accepted norms of the Internet community or in any activity that could damage Company’s or the Affiliates’ commercial reputation and goodwill or the commercial reputation and good will of their vendors or customers;
- (iii) transmit or otherwise make available any content that is unlawful or infringes, violates or misappropriates any patent, trademark, trade identity right, trade secret, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party;
- (iv) upload or transmit viruses, Trojan horses or other harmful, disruptive or destructive files or post material that interferes with any third party’s uninterrupted use and enjoyment of the Web Site.
- (v) impersonate any person or entity, or otherwise disguise the origin of any content transmitted through the Web Site or to Company, including forging any TCP/IP packet header or any part of the header information in any transmission to the Web Site for any reason;



-
- (vi) violate or attempt to violate the security of the Services. Accordingly, you agree to not: (i) access data or materials not intended for you; (ii) log into a server or account which you are not authorized to access; (iii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (iv) attempt to interfere with service to any user, host or network, including without limitation, via means of submitting a virus to the Services, overloading, “flooding”, “mailbombing” or “crashing” the Services;
 - (vii) violate any applicable local, state, federal or international law, rule or regulation; or
 - (viii) harass, stalk or otherwise abuse another user.

Company reserves the right to investigate occurrences which may involve any violations of the above and may involve, and cooperate with, law enforcement authorities in prosecuting users who participate in such violations.

Information You Submit

By submitting any content or materials to Company through this Web Site or otherwise, you represent that those submissions are original with you and do not infringe upon, misappropriate or violate the rights of any third parties, including, without limitation, any intellectual property rights, rights of publicity or privacy or any other proprietary rights. You agree and understand that Company is not obligated to use any submission you make to Company through the Web Site or otherwise. Submissions or transmissions to and through this Web Site do not constitute notice to Company for any purpose. By requesting the submission of resumes through the Web Site, Company is not extending any offers of employment and you agree that Company is not under any obligation to consider your resume or your qualifications. You further agree that Company and the Affiliates, in connection with analyzing the materials for possible use in a past, present, or future business relationship with you, will have the right to use, reuse, modify, alter, display, archive, publish, reproduce, disclose, transmit, publish, broadcast, post, create derivative works of, or distribute any submissions or portions of any submissions in any form, media, software or technology of any kind now known or developed in the future for any purposes whatsoever including, without limitation, developing, manufacturing and marketing products using such information. You agree to execute any documents and take all steps that Company determines are necessary to affect the intentions of these Terms.



You should also be aware that e-mail submissions over the internet may not be secure, and you should consider this before e-mailing or otherwise submitting any information to Company. Although Company will not intentionally disclose materials you submit through the Web Site to any third party without your express or implied permission, COMPANY CANNOT GUARANTEE, AND HEREBY EXPRESSLY DISCLAIMS, THAT ANY MATERIAL SUBMITTED THROUGH THE WEB SITE WILL BE KEPT (OR REMAIN) CONFIDENTIAL. Before you send us your ideas, suggestions, plans, text, or the like, please understand that Company does not accept any obligation of confidentiality for these submissions, even if you tell us that you think they are private and confidential. Company will not pay compensation for submissions and Company reserves the right to use them for any purpose, without restriction or compensation.

You acknowledge and agree that information similar to material you submit through the Web Site may be received by Company from third parties and your submission will not prevent Company from using any information it receives from third parties. Nothing in these Terms shall be interpreted as placing any obligation of confidence and non-use on Company with respect to any submission from you that:

1. is the public domain as of the date of your submission of any material, or enters the public domain subsequent to your submission of any material through no fault of Company;
2. is known by Company prior to your disclosure;
3. has been received by Company from a third party who did not require Company to hold it in confidence or limit its use and who did not acquire it, directly or indirectly, from you under a continuing obligation of confidence;
4. has been independently developed by the receiving party prior to the disclosure by the disclosing party; or
5. is generally disclosed by you to third parties without any obligation on the third parties.



Disclaimers/Limitations on Liability

THIS WEB SITE AND ALL MATERIAL CONTAINED ON IT ARE DISTRIBUTED “AS IS,” “AS AVAILABLE,” “WITH ALL FAULTS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF ANY THIRD PARTY RIGHT, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. Company and the Affiliates make no representation or warranty whatsoever regarding the completeness, accuracy, timeliness, availability, or adequacy of any information, facts, views, opinions, statements or recommendations contained on the Web Site or in the Content. This Web Site and the Services may be unavailable due to maintenance or malfunction of equipment.

COMPANY LIMITS ITS LIABILITY IN CONNECTION WITH YOUR USE OF THE WEB SITE AS SET FORTH BELOW:

NEITHER COMPANY NOR THE AFFILIATES ARE RESPONSIBLE FOR ANY DAMAGE TO ANY USER’S COMPUTER, INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.



EXCEPT WHERE PROHIBITED: YOU AGREE THAT COMPANY AND THE AFFILIATES, AS APPLICABLE, ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, ECONOMIC OR PUNITIVE DAMAGES), WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THIS WEB SITE) INCLUDING, WITHOUT LIMITATION, RESULTING IN ANY WAY FROM OR IN CONNECTION WITH: (1) THIS WEB SITE; (2) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY COMPANY OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE WEB SITE; (3) THE MATERIAL; OR (4) ANY ERRORS OR OMISSIONS IN THE WEB SITE'S TECHNICAL OPERATION, EVEN IF COMPANY OR THE AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT WILL COMPANY OR THE AFFILIATES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS, UNDER NO CIRCUMSTANCES WILL COMPANY OR THE AFFILIATES BE LIABLE TO YOU FOR ANY REASON RELATED OR ANY CAUSE OF ACTION WHATSOEVER IN AN AMOUNT GREATER THAN FIFTY DOLLARS (\$50).

IF YOU ARE A COMPANY DOING BUSINESS IN CALIFORNIA, YOU HEREBY 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.*”



Indemnification

By using this Web Site and agreeing to the Terms, you agree to indemnify, defend and hold harmless Company and the Affiliates from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to: (1) your violation of these Terms or any law, rule or regulation; (2) a claim that is based on your use of this Web Site or the Content; or (3) any content uploaded by you or through your computer to the Web Site or otherwise sent by you to Company. You will cooperate as fully and reasonably as required by Company or the Affiliates in the defense of any claim. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Company.

Linking Policy

If you link to this Web Site, we require that you follow these guidelines. The link to this Web Site must not damage, dilute or tarnish the goodwill associated with any Company names or any other intellectual property, nor may the link create the false appearance that your web site or organization is sponsored, endorsed by, affiliated or associated with Company. You agree that you will not link to the Web Site from any source that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism, that is libelous, defamatory, scandalous, or inflammatory or is otherwise inappropriate (in Company's sole discretion). If you do link to this Web Site, you may link only to the home page, and not to any other page, directory or subdomain of the Web Site, unless otherwise pre-approved in writing by Company. Under no circumstances may you "frame" this Web Site or alter its intellectual property or Content in any other way. Company reserves the right, in its sole discretion, to terminate a link with any web site that it deems inappropriate or inconsistent with this Web Site or these Terms.



Location

Company operates this Web Site in the United States. Information contained on this Web Site may not be appropriate or available for use in other locations, and access to this Web Site from territories where the content of the Web Site may be illegal is prohibited. If you access this Web Site from other locations, you do so on your own initiative and you are solely responsible for compliance with applicable laws. These Terms will be construed and enforced in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles, and specifically will not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. Any cause of action filed by you with respect to the Terms or your use of this Web Site must be filed in a state or federal court located in the County of Cook, City of Chicago, State of Illinois within ninety (90) days after the occurrence of the facts giving rise to the cause of action, otherwise the cause will be forever barred. You hereby consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in the County of Cook, City of Chicago, State of Illinois for any cause of action arising under these Terms or related to the Web Site.

Order of Precedence

This Agreement governs your use of this Web Site and access to the Services. This Agreement does not modify, alter or amend any other agreement you have entered or will enter into with Company or any of the Affiliates. To the extent that any provision of this Agreement conflicts with any provision of your other agreements with Company or the Affiliates, the terms of such other agreement, shall, as to the subject matter of that other agreement, take precedence over the conflicting term(s) of this Agreement.



Additional Terms

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect. The section titles in these Terms are for your convenience only and do not have any legal or contractual effect.

You agree to comply with all rules, laws and regulations that are applicable to your use of the Web Site, including, without limitation, all applicable laws, rules and regulations governing your transmission or use of any software or data. You understand and agree that Company will determine your compliance with these Terms in its sole discretion. Any violation of these Terms may result in restrictions on your access to all or part of the Web Site and may be referred to law enforcement authorities. No waiver of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of Company. Upon termination of your membership or access to the Web Site, or upon demand by Company, you must destroy all materials obtained from this Web Site and all related documentation.

Changes

PHEI reserves the right in its sole discretion to modify, alter or otherwise revise these Terms, and you agree to be bound by such modifications, alterations or revisions. Your continued use of the Web Site after the posting of any revision to these Terms will constitute your acceptance to be bound by any such revisions.