

# WEBSITE TERMS AND CONDITIONS

## Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions, all or in part, you must not use this website.

## License to use website

Unless otherwise stated, RockHill Designs LLC (RockHill Designs) and/or its licensors own the intellectual property rights in the website and the material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication or linking to another website);
- sell, rent or sub-license material from the website;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or,
- redistribute material from this website except for content specifically and expressly made available for redistribution.

## Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without RockHill Designs express written consent.

## Restricted access

Access to certain areas of this website is restricted. RockHill Designs reserves the right to restrict access to areas of this website, or indeed this entire website, at RockHill Designs discretion.

If RockHill Designs provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

RockHill Designs may disable your user ID and password at RockHill Design sole discretion without notice or explanation.

## User content

In these terms and conditions, “your user content” means material (including without limitation to text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to RockHill Designs a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant RockHill Designs the right to sub-license these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or RockHill Designs or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

RockHill Designs reserves the right to edit or remove any material submitted to this website, or stored on RockHill Designs servers, or hosted or published upon this website. Notwithstanding RockHill Designs rights under these terms and conditions in relation to user content, RockHill Designs does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

## WEBSITE TERMS AND CONDITIONS

### No warranties

This website is provided “as is” without any representations or warranties, express or implied. RockHill Designs makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, RockHill Designs does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.
- The inclusion of any link does not imply an endorsement by RockHill Designs or that the link has been fully tested and is safe and secure, use at your own risk.

Nothing on this website constitutes, or is meant to constitute, advice of any kind.

### Limitations of liability

RockHill Designs will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if RockHill Designs or you have been expressly advised of the potential loss.

### Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think these exclusions, limitations or disclaimers are reasonable, you must not use this website.

### Other parties

You accept that, as a limited liability entity, RockHill Designs LLC has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against RockHill Designs officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect RockHill Designs officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as RockHill Designs LLC.

### Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### Indemnity

You hereby indemnify RockHill Designs and undertake to keep RockHill Designs indemnified against any losses, damages, costs, liabilities and expenses incurred or suffered by RockHill Design’s arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions (including without limitation legal expenses and any amounts paid by RockHill Designs to a third party in settlement of a claim or dispute on the advice of RockHill Design’s legal advisers).

### Breaches of these terms and conditions

Without prejudice to RockHill Designs other rights under these terms and conditions, if you breach these terms and conditions in any way, RockHill may take such action as RockHill deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## WEBSITE TERMS AND CONDITIONS

### Variation

RockHill may revise these terms and conditions at any time. You agree to be bound by the current version of our Terms of Use at any time you are using the web site. Please check this page regularly to ensure you are familiar with our current Terms of Use.

### Assignment

RockHill may transfer, sub-contract or otherwise deal with RockHill rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

### Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### Entire agreement

These terms and conditions constitute the entire agreement between you and RockHill in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

### Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with state of Colorado, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Boulder County, Colorado.