#### TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.burton-lyman.com** (the "Site"). This Site is owned and operated by Valerie Claussen. This Site is a business website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

#### **Intellectual Property**

All content published and made available on our Site is the property of Valerie Claussen and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

#### **Acceptable Use**

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

#### **Links to Other Websites**

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our

Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

## Limitation of Liability

Valerie Claussen and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

## **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Valerie Claussen and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

# **Applicable Law**

These Terms and Conditions are governed by the laws of the State of Utah.

## Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

# Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

#### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(801) 825-3901 office@burton-lyman.com 4695 South 1900 West, Suite 6, Roy, Utah 84067 You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of September, 2023