

Terms of Use

This Web Site is owned by: Olley Court, LLC
Mailing Address: 418 Main Street, Ridgefield, CT 06877
Phone: 203.438.1270
Web: www.olleycourt.com

All content on this Web Site, including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by U.S. and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes), and are owned and controlled by Olley Court or its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively "Providers") that have licensed their content or the right to market their products and/or services to Olley Court.

Content on this Web Site is solely for your personal, non-commercial use. You may print a copy of the Content and/or information contained herein for your personal, non-commercial use only, but you may not copy, reproduce, republish, upload, post, transmit, distribute, and/or exploit the Content or information in any way (including by e-mail or other electronic means) for commercial use without the prior written consent of Olley Court. You may request consent by mailing a request to our office. Without the prior written consent of Olley Court your modification of the Content, use of the Content on any other web site or networked computer environment, or use of the Content for any purpose other than personal, non-commercial use, violates the rights of the owners of Olley Court copyrights, trademarks or service marks and other proprietary rights, and is prohibited.

As a condition to your use of this Web Site, you warrant to Olley Court that you will not use our Web Site for any purpose that is unlawful or prohibited by these Terms, including without limitation the posting or transmitting any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material. If you violate any of these Terms, your permission to use our Web Site immediately terminates without the necessity of any notice. Olley Court retains the right to deny access to anyone at its discretion for any reason, including for violation of these Terms. You may not use on your web site any trademarks, service marks or copyrighted materials appearing on this Web Site, including but not

limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame or otherwise incorporate into another web site any of the Content or other materials on this Web Site without prior written consent of Olley Court.

PROHIBITED ACTIVITIES You are specifically prohibited from any use of this Web Site, and You agree not to use or permit others to use this Web Site, to: (a) take any action that imposes an unreasonable or disproportionately large load on the Web Site's infrastructure, including but not limited to "spam" or other such unsolicited mass e-mailing techniques; (b) attempt to decipher, decompile, disassemble or reverse engineer any of the software or HTML code comprising or in any way making up a part of this Web Site; (c) upload, post, email or otherwise transmit any information, Content, or proprietary rights that You do not have a right to transmit under any law or under contractual or fiduciary relationships; (d) violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law; or (e) use any robot, spider, intelligent agent, other automatic device, or manual process to search, monitor or copy our Web pages, or the Content without our prior written permission, provided that generally available third party Web browser such as Microsoft Internet Explorer^Æ and Mozilla Firefox^Æ and may be used without such permission.

LINKS this Web Site may contain links to other web sites ("Linked Sites"). The Linked Sites are provided for your convenience and information only and, as such, you access them at your own risk. The content of any Linked Sites is not under Olley Court's control, and Olley Court is not responsible for, and does not endorse, such content, whether or not Olley Court is affiliated with the owners of such Linked Sites. You may not establish a hyperlink to this Web Site or provide any links that state or imply any sponsorship or endorsement of your web site by Olley Court.

DISCLAIMER OF WARRANTIES AND LIABILITY ALL CONTENT ON THIS WEB SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. OTHER THAN THOSE WARRANTIES WHICH, UNDER THE U.S. LAWS APPLICABLE TO THESE TERMS, ARE IMPLIED BY LAW AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION, OLLEY COURT DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER OLLEY COURT, ITS AFFILIATED OR RELATED ENTITIES, NOR THE PROVIDERS, NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, AND DISTRIBUTION OF THIS WEB SITE WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT THAT YOU ACCESS ON THIS WEB SITE IS PROVIDED SOLELY FOR YOUR CONVENIENCE AND INFORMATION ONLY. OLLEY COURT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEB SITE, OR AS TO THE RELIABILITY, ACCURACY OR CURRENCY OF ANY INFORMATION CONTENT, SERVICE AND/OR MERCHANDISE ACQUIRED PURSUANT TO YOUR USE OF THIS WEB SITE. YOU EXPRESSLY AGREE THAT USE OF THIS WEB SITE IS AT YOUR SOLE RISK. YOU (AND NOT OLLEY COURT) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF YOUR SYSTEM. YOU EXPRESSLY AGREE THAT NEITHER OLLEY COURT, NOR ITS AFFILIATED OR RELATED ENTITIES (INCLUDING ITS PROVIDERS AND ITS WEB HOSTING SERVICE PROVIDERS, AND THEIR SUPPLIERS), NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OR AGENTS, NOR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION, DISTRIBUTION, HOSTING, AND/OR OPERATION OF THIS WEB SITE, IS RESPONSIBLE OR LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM THE USE OR ATTEMPTED USE OF THIS WEB SITE OR ANY OTHER LINKED SITE (INCLUDING, WITHOUT LIMITATION, USE OF OR ACCESS TO ANY RELATED SOFTWARE OR HARDWARE). BY WAY OF EXAMPLE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OLLEY COURT AND RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL

RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THIS WEB SITE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT OLLEY COURT IS NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR THIRD PARTIES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, OLLEY COURT'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

INDEMNIFICATION You agree to indemnify, defend, and hold harmless Olley Court, the Providers, and Web Site hosting service providers, and its and their officers, directors, employees, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these terms.

THIRD PARTY RIGHTS These Terms are for the benefit of Olley Court, its Providers, and Web Site hosting service providers, and its and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on its or their own behalf.

JURISDICTIONAL ISSUES Unless otherwise specified, the content contained in this Web Site is presented solely for your convenience and/or information. This Web Site is controlled and operated by Olley Court from its office within Ridgefield, CT. Olley Court makes no representation that content in its Web Site is appropriate or available for use in other locations. Those who choose to access this Web Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export the materials in this Web Site in violation of U.S. export laws and regulations. These Terms shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut, as they are applied to agreements entered into and to be performed entirely within such State. Any action you, any third party or Olley Court brings to enforce these Terms, or in connection with any matters related to this Web Site, shall be brought only in either the state or Federal courts located in and for Fairfield County, Connecticut and you expressly consent to the jurisdiction of said

courts. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

ENTIRE AGREEMENT The provisions and conditions of these Terms, and each obligation referenced herein, represent the entire Agreement between Olley Court, its affiliated or related entities, and you, and supersede any prior agreements or understandings not incorporated herein. In the event that any inconsistencies exist between these Terms and any future published terms of use or understanding.