

# **SterlingeMarketing.com Website Terms of Use**

## **Introduction**

Welcome to SterlingeMarketing.com. Sterling E-Marketing, Inc. ("Sterling", "us", "we", "our") provides its products and services subject to these Website Terms of Use (these "Terms"). By using SterlingeMarketing.com, you agree to the following Terms. These Terms may be updated by us from time to time, and we encourage you to revisit this page often and review the Terms. In addition to these Terms, when using particular Sterling owned or operated services, you may also be subject to any additional posted guidelines applicable to such services.

SterlingeMarketing.com provides you with access to many valuable resources, as well as links to sites where you can obtain existing services and those that may later be offered to you. These services include advertisements, which are necessary for Sterling to provide the services to you. Unless explicitly stated otherwise, any new features that we may add to SterlingeMarketing.com will also be subject to these Terms, and any other special terms of service referenced in the new feature.

## **Website Information**

We designed our website with the intent of providing you with the best customer experience. This includes providing you with up-to-date information. Despite our efforts, however, it is inevitable that some inaccuracies may occasionally be present. We reserve the right to correct any inaccuracies without notice.

## **Ownership and Proprietary Rights**

All information contained in this website, unless otherwise stated, is owned solely and exclusively by Sterling. You acknowledge and agree that all contents and materials available on this website are protected by copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary or intellectual property rights and laws. By permitting you to access and use this website, Sterling has not granted you a license of any kind to use this information for any purpose (including, but not limited to, commercial purposes) without the express written consent of Sterling. You may not otherwise amend, copy, create derivative works from, reverse engineer, display, distribute, edit, license, modify, reproduce, rent, sell and/or transmit any part of this website. You may not use any meta tags or any other "hidden text" utilizing Sterling's name or trademarks. In addition, deep linking, direct linking, framing, page-jacking, spoofing, hacking, data-mining and using a robot, spider, or automated device of any kind to monitor or copy our website is strictly prohibited.

## **Intellectual Property**

This website contains several names, logos and marks, including but not limited to, the Sterling name and logo, which are trademarks or service marks of Sterling. Any unauthorized use, replication, or other violations of trademark law will be prosecuted to the maximum extent possible.

## **Warranty Disclaimer**

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## **Limitations of Liability**

USE OF THIS WEBSITE IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, OTHER COMMUNICATIONS, CONTENT OR OTHER MATERIAL (INCLUDING, WITHOUT LIMITATION, SOFTWARE) ACCESSED THROUGH OR OBTAINED BY MEANS OF THIS WEBSITE. STERLING SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT OF GOODS, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THE STERLING WEBSITE, OR FOR DAMAGE RESULTING FROM THE USE OF OR RELIANCE ON THE INFORMATION CONTAINED HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR EXCLUSION OR LIMITATIONS ON RELIEF SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **Registration**

To obtain access to certain services from our website, you may be required to register on our website. As part of the registration process, you will be required to select a user name and a password. You agree that the information you supply during that registration process will be accurate and complete, and that you will not register under the name of another person. Failure to provide accurate and timely information may result in your account being closed and/or your access to content provided through your account being suspended, discontinued, or removed. We reserve the right to disallow use of a user name that we deem offensive or inappropriate. You will be responsible for preserving the confidentiality of your password and for all actions of persons accessing our website through any username/password assigned to you. You will promptly notify us of any known or suspected unauthorized use of your account via email addressed to [info@SterlingeMarketing.com](mailto:info@SterlingeMarketing.com). Sterling reserves the right to disclose any information we collect through user accounts and registrations in accordance with our Privacy Policy.

## **Usage and Ownership of Customer Information**

All information submitted to Sterling through our website becomes and remains the property of Sterling. Consequently, we may use any information you submit for any purpose we deem appropriate in accordance with applicable law and our Privacy Policy [\[hyperlink to Privacy Policy\]](#). We use commercially reasonable administrative, technical, personnel, and physical security measures designed to safeguard information about you in our possession against loss, theft and unauthorized use, disclosure or modification. Of course, despite these measures, we cannot guarantee perfect security of networks, servers and databases we operate or that are operated on our behalf.

## **Links to Third Party Websites**

While using this website, you may choose to link to third-party websites that are not affiliated with Sterling. Sterling is not responsible for the content of these third-party websites, or any subsequent links, and has no control over the content found there. For this reason, we do not represent or warrant that the content of any third-party website is accurate or compliant with state or federal law, or compliant with copyright or other intellectual property laws. Opinions expressed on third-party websites are not necessarily those of Sterling, and Sterling does not endorse the contents of these third-party websites in any way. Also, Sterling is not responsible for webcasting or any other form of transmission received from any linked website. Any reliance on the contents of a third-party website is done at your own risk, and you assume all responsibilities and consequences resulting from such reliance. This may include, but is not limited to, damages that are direct, indirect, special or consequential. Sterling is providing these links to you as a convenience only, and the inclusion of any link does not imply endorsement of the site, its contents, and/or any products or services offered by the owner(s) of the site.

## **Applicable Laws and Venue**

This website is operated from Sioux Falls in Minnehaha County in the State of South Dakota, where Sterling'd offices are located, and Sterling makes no representations that materials on this website are

appropriate or available for use in other locations. The display of this website alone does not subject Sterling to any specific jurisdiction. Any claim related to the use of this website or to the materials displayed on it shall be governed by, construed and enforced in accordance with the laws of the State of South Dakota as applied to agreements made and to be performed entirely therein. Any legal or equitable action arising out of or related to the access, use, content, or existence of this website must be filed only in the appropriate state or federal court located within Minnehaha County, South Dakota. The access, viewing and/or use of this website constitutes your express permission and consent to the exclusive jurisdiction of the state and/or federal courts of the State of South Dakota located in Minnehaha County, South Dakota for purposes of such actions.

### **Violations of Website Terms of Use**

In the event you violate or attempt to violate any part of these Website Terms of Use, Sterling reserves the right to terminate your access to this website immediately, at our sole discretion, with or without notice of any kind. We also reserve the right to involve and cooperate with law enforcement agencies, and to pursue a civil lawsuit or criminal prosecution for any and all alleged or actual illegal activities involving this website.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Sterling from and against any and all claims, proceedings, damages, injuries, losses, costs, and expenses (including reasonable attorneys' fees), relating to your use of this website that leads to any claim against us by a third-party, regardless of the nature of the cause of action or claim.

### **Severability and Integration**

In the event any part of these Website Terms of Use is found to be unenforceable, the remainder shall continue in full force and effect. You understand and agree that these Website Terms of Use, together with our Privacy Policy, represent the entire agreement governing your use of this website.

### **Reservation of Rights**

Any and all rights not expressly granted to you in this Legal Notice and these Website Terms of Use are hereby reserved by Sterling.

**This website is intended for use only by citizens of the United States of America (excluding unincorporated territories, Puerto Rico and Guam), eighteen (18) years of age or older, who have the capacity to enter into a valid contract; by accessing this website, you represent and affirm that you meet these requirements.** We reserve the right to amend any part of this website (including these Website Terms of Use) at any time without notice and without incurring any obligation unless prohibited by applicable law. We will provide to you all notices as required by law in the event of such change. We encourage you to periodically review these Website Terms of Use for updates.

### **Minors**

In compliance with the Children's Online Privacy Protection Act, Sterling does not knowingly or intentionally solicit or collect information from minors, and our marketing is not directed at minors. If we determine that a user is under eighteen (18) years of age and has submitted information by way of our website without parental or legal guardian's consent, we will immediately delete such information.

### **Procedure for Alleging Copyright Infringement**

**A. DMCA Notice.** Sterling will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via this website, then you may send us a written notice that includes all of the following:

- a legend or subject line that says: "DMCA Copyright Infringement Notice";

- a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the website on which the material appears);
- your full name, address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of any right that is allegedly infringed); and,
- your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), your name typed followed by "//s//", which will serve as your electronic signature.

Sterling will only respond to DMCA Notices that it receives by mail, e-mail or facsimile at the addresses below:

**By Mail:**

Sterling E-Marketing, Inc.  
4600 N 4<sup>th</sup> Ave  
Sioux Falls, SD 57104  
Attn: Legal Department

**By E-Mail:**

info@SterlingeMarketing.com

It is often difficult to determine if your copyright has been infringed. Sterling may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Sterling may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Sterling's other rights, Sterling may, in appropriate circumstances, terminate a repeat infringer's access to this website and any other website owned or operated by Sterling.

**B. DMCA Counter-Notification.** If access on the Website to a work that you submitted to Sterling is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- a legend or subject line that says: "DMCA Counter-Notification";
- a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the website from which the material was removed or access to it disabled);
- a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- your full name, address, telephone number, e-mail address, and the username of your account;
- a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the District of South Dakota), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- your physical signature or, if sent within an email (rather than in a physical document or a digital

document attached to an email), your name typed followed by "//s//", which will serve as your electronic signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Website. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.