

SKB MANAGEMENT INCORPORATED
WEBSITE TERMS AND CONDITIONS

SKB MANAGEMENT INCORPORATED (“SKB”) WELCOMES YOU TO ITS WEBSITE!

PLEASE READ CAREFULLY ALL OF THE FOLLOWING TERMS AND CONDITIONS AND THE PRIVACY POLICY BEFORE USING THIS WEBSITE AND/OR FILLING OUT A RENTAL APPLICATION THROUGH THIS WEBSITE.

Acceptance. Any use of and all rental applications completed through this website shall be governed by these terms and conditions (this “Agreement”). This Agreement, together with the privacy policy, constitute a binding agreement between you and SKB and are deemed accepted by you through your access and continued use of this website. This Agreement, including the privacy policy, may be changed at any time at the sole discretion of SKB and without notice to you. Your continued access and use of this website constitutes your acceptance of any such modifications. Therefore, review this Agreement and the privacy policy periodically. SKB shall accept rental applications and do business through this website, only upon the terms and conditions of this Agreement.

Privacy Policy. The specific terms and conditions of SKB’s privacy policy are set forth in a separate document accessible on the home page of this website. Such privacy policy is expressly incorporated herein, and constitutes part of this Agreement.

1. Copyright and Trademark Notice and Use.

The content contained on this website (the “Content”) is protected by copyright, trademark and other such laws in the United States and foreign countries, and is owned or controlled by SKB or third parties that have licensed their content to SKB. Unauthorized use of the Content may violate copyright, trademark, and other laws.

You may not, without the prior written permission of SKB, “mirror” on any other server any material contained on this website. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited, without the express written permission of SKB. The trademarks, logos and service marks (the “Marks”) displayed on this website are owned by SKB or third parties. You are prohibited from use of those Marks without the express, written permission of SKB or such third party.

You will not use this website in a manner that is illegal or otherwise inconsistent with this Agreement. SKB reserves the right to restrict, suspend, or terminate your access to this website without notice for any reason SKB believes is reasonable, including, but not limited to, your violation of this Agreement or illegal or offensive activity. You agree that you will only access this website through the interfaces provided and agree not to reverse engineer or otherwise hack this website, take any actions that damage this website or its security, or interfere with other user’s use of this website.

2. SKB’S REPRESENTATIONS AND WARRANTIES.

SKB MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT OR ABOUT THE RESULTS TO BE OBTAINED FROM USING THIS WEBSITE AND THE CONTENT. ANY USE OF THIS WEBSITE AND THE CONTENT IS AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO THIS WEBSITE AND MAY BE MADE AT ANY TIME. SOME CONTENT ON THIS WEBSITE MAY BE PROVIDED BY THIRD PARTIES AND SKB WILL NOT BE HELD RESPONSIBLE FOR ANY SUCH CONTENT PROVIDED BY THIRD PARTIES.

SKB DOES NOT WARRANT THAT THIS WEBSITE WILL OPERATE ERROR-FREE OR THAT THIS WEBSITE OR ITS SERVERS ARE FREE OF COMPUTER VIRUSES, UNAUTHORIZED DISCLOSURE, UNAUTHORIZED USERS OR OTHER HARMFUL THREATS. IF YOUR USE OF THIS WEBSITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR LOSS OF DATA, SKB WILL NOT BE RESPONSIBLE FOR THOSE COSTS. IN ADDITION, SKB WILL NOT BE RESPONSIBLE FOR COSTS OR DAMAGES RELATING TO THE UNAUTHORIZED ACCESS TO, USE OF OR DISCLOSURE OF ANY AND ALL PERSONAL, PERSONALLY IDENTIFIABLE OR OTHER CONFIDENTIAL INFORMATION YOU PROVIDE ON YOUR APPLICATION. ALL SUCH LIABILITY IS HEREBY DISCLAIMED.

THIS WEBSITE AND CONTENT ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND. SKB, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY, TITLE AND NON-INFRINGEMENT OF PROPRIETARY OR THIRD PARTY RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WHETHER SUCH WARRANTIES ARE EXPRESS, IMPLIED OR STATUTORY.

3. SKB'S LIMITATION OF LIABILITY.

YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH THIS WEBSITE OR WITH THIS AGREEMENT, YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THIS WEBSITE. IN NO EVENT WILL SKB OR ANY THIRD PARTIES MENTIONED IN THIS WEBSITE BE LIABLE FOR (1) ANY INACCURACY IN OR FAILURE OF THIS WEBSITE OR ITS CONTENT; OR (2) ANY LOSS OR DAMAGE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, LOST PROFITS, OR PUNITIVE DAMAGES) RESULTING IN ANY WAY FROM: (A) LOST DATA; (B) DISCLOSURE, UNAUTHORIZED ACCESS OR USE OF CONFIDENTIAL AND/OR OTHER PERSONALLY IDENTIFIABLE INFORMATION PROVIDED BY YOU; OR (C) THE USE OR INABILITY TO USE THIS WEBSITE. SUCH LIMITATION OF LIABILITY APPLIES WHETHER YOUR CLAIMS ARE BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SKB IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Links to Other Sites.

This website may contain links to third party websites that are maintained by others. Any such links are provided solely as a convenience to you and not as an endorsement by SKB of the contents on such third-party websites. SKB is not responsible for the content of linked third-party sites and does not make any representations or warranties regarding the content or accuracy of materials on such third-party websites or the privacy practices of such third parties. If you decide to access linked third-party websites, you do so at your own risk.

5. Indemnity.

You agree to defend, indemnify, and hold harmless SKB and its respective officers, directors, employees and agents, from and against any and all damages, injuries, liabilities, costs, fees, fines, penalties, claims, actions, demands or expenses, including without limitation reasonable legal and accounting fees, alleging, in anyway related to or resulting from (i) your use of this website or the Content, or (ii) your breach of this Agreement.

6. Export Control.

The United States and certain other countries control the export of products and information. You agree to comply with such restrictions and not to export or re-export the Content to countries or persons prohibited under export control laws. By downloading the Content, you are agreeing that you are not in a country where such export is prohibited and that you are not on the U.S. Commerce Department's Table of Denial Orders or the U.S. Treasury Department's list of Specially Designated Nationals. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of the Content.

7. Notice of Infringement.

COPYRIGHT: SKB respects the intellectual property rights of others. It is SKB's policy, at its discretion and when appropriate, to remove the advertisements or other Content of third parties where such advertisements and/or Content may infringe the copyrights of others.

To submit a copyright infringement notification to SKB, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing the below-specified Copyright Agent with the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has 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; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of the preceding paragraph, your DMCA notice may not be valid. Please see 17 U.S.C. § 512 for more information regarding the DMCA and DMCA notifications.

SKB's Agent to Receive Notification of Claimed Copyright Infringement can be reached as follows:

By Email: holly@skbmanagement.com
By Mail: DMCA Designated Agent
Attn: Legal Department
801 Heritage Road, Suite A
De Pere, WI 54115-3292

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT CERTAIN MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

This information should not be construed as legal advice.

NOTE: This information is provided exclusively for notifying the service providers referenced above that *your* copyrighted material(s) might have been infringed. All other inquiries, including technical requests, reports of e-mail abuse, and third party reports of piracy, will not receive a response through this process.

TRADEMARK/OTHER INTELLECTUAL PROPERTY: The foregoing process applies to copyright only. If you wish to provide notice of any Trademark or other Intellectual Property Rights infringement, please report the same to SKB by email at holly@skbmanagement.com.

OFFENSIVE MATERIAL/OTHER VIOLATION: In all other cases, if you discover Content that: violates any of your other rights; you believe is defamatory, pornographic, obscene, racist or otherwise liable to cause widespread offence; constitutes impersonation, harassment, or spam; or otherwise violates this Agreement or applicable law, please report this to SKB at holly@skbmanagement.com.

8. Term and Termination.

This Agreement will remain in full force and effect while you are a user of this website. SKB spends valuable resources to provide this website, and your access and use of this website is a privilege and not a right. SKB reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to removal of your access to this website and immediate termination of your registration with or ability to access this website and/or any other services provided to you by SKB, upon any breach by you of this Agreement. Even after you are no longer a user of this website, the provisions of this Agreement will remain in effect. You agree that SKB will not be liable to you or any third party for any termination of your access to this website.

9. Contact Information.

SKB is located 801 Heritage Road, Suite A, De Pere, Wisconsin 54115. For general inquiries about SKB, and for any problems with this website, please email holly@skbmanagement.com.

To the extent that SKB needs to contact you, you agree that SKB may do so via any electronic means, including, but not limited to, communicating with you via email.

10. Governing Law; Forum; Venue.

By accessing this website, you acknowledge and agree that all matters relating to access and use of this website shall be governed by the applicable laws of the State of Wisconsin (without regard to conflict of laws principals) and federal laws of the United States.

11. Dispute Resolution.

Any and all disputes relating to your use of this website, whether brought by you or SKB, shall be brought and prosecuted exclusively in the Brown County Circuit Court, Green Bay, Wisconsin, or the United States District Court for the Eastern District of Wisconsin, Green Bay, Wisconsin. You further agree to voluntarily and exclusively submit to the personal and subject matter jurisdiction and venue of such courts, and you waive any and all rights to object to such jurisdiction and venue and/or to remove any action to another venue.

12. Severability.

Should any part of this Agreement be declared invalid or unenforceable, the remaining portion shall remain valid and in full force and effect.

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