

Southern in the Midwest – Terms and Conditions

Please read these terms and conditions carefully before using Our Service.

1. Interpretation and Definitions

a. Interpretation. The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

2. Definitions. For the purposes of these Terms and Conditions:

- “Affiliate” means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- “Country” refers to: Nebraska, United States
- “Company” (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to Southern in the Midwest.
- “Device” means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- “Promotions” refer to contests, sweepstakes or other promotions offered through the Service.
- “Service” refers to the Website.
- “Terms and Conditions” (also referred as “Terms”) mean these Terms and Conditions that together with the Privacy Policy and any other incorporated terms, to the extent applicable, form the entire agreement between You and the Company regarding the use of the Service.
- “Third-party Social Media Service” means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- “Website” refers to Southern in the Midwest, accessible from <https://www.southerninthemidwest.com>
- “You” means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

3. Acknowledgment. These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms

and Conditions set out the rights and obligations of all users regarding the use of the Service.

4. Access and Use. Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service. By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service. Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.
5. Prohibited Uses. You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:
 - In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
 - For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
 - To send, knowingly receive, upload, download, use or re-use any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
 - To promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
 - To infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
 - To violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.
 - To promote any illegal activity, or advocate, promote, or assist any unlawful act.
 - To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
 - To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or identifiers associated with any of the foregoing).
 - To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

- In violation of any applicable code of conduct presented to you in connection with your use of the Website and the Services.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Violations of system or network security may result in civil or criminal liability.

6. Promotions. Any Promotions made available through the Service may be governed by rules that are separate from these Terms. If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.
7. Intellectual Property. The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors. The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company. The Company owns all right, title, and interest, including property rights, in and to the Company's IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products. You must not: modify copies of any materials from this site; use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms and Conditions, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the

materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

8. Links to Other Websites. Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.
9. Termination. We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Service will cease immediately.
10. Limitation of Liability. All information on the Website is provided in good faith, however we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the Website. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, MEMBERS, OR MANAGERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE THE WEBSITE AND ITS CONTENTS, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO THE COMPANY UNDER THIS AGREEMENT.

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

11. Assumption of Risk; Disclaimer. By accessing this Website and the Services, you knowingly, voluntarily, and intelligently decide to receive the Services and assume all risks involved in the same. You agree to release, indemnify, and hold harmless the Company from and against any and all claims which you may have for any loss, damage, or injury arising out of or in connection with use of the Website or Services, or arising out of or in connection with referral to other merchants for delivery of any services. You agree not to pursue a claim against any of the foregoing parties if you are dissatisfied with the results of the Services.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND THE TECHNOLOGY THROUGH WHICH THEY ARE PROVIDED IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND THE TECHNOLOGY THROUGH WHICH THEY ARE PROVIDED ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITH ALL FAULTS AND DEFECTS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, AND THE TECHNOLOGY THROUGH WHICH THEY ARE PROVIDED WILL BE ACCURATE, COMPLETE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, TITLE AND NON-INFRINGEMENT, FITNESS FOR PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Governing Law; Submission to Jurisdiction. These Terms and Conditions are governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Nebraska. Any legal suit, action, or proceeding arising out of or related to these Terms and Conditions or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Nebraska in each case located in the city of Lincoln and County of Lancaster, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.
13. Disputes Resolution. If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.
14. For European Union (EU) Users. If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.
15. United States Legal Compliance. You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.
16. Severability. If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
17. Waiver. Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party’s ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.
18. Translation Interpretation. These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.
19. Changes to These Terms and Conditions. We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days’ notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

20. Contact. If you have any questions about these Terms and Conditions, You can contact us by email: jkissoutherninthemidwest@gmail.com

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