

# TERMS & CONDITIONS

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full and without reservation. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 18 [eighteen] years of age to use this website. By using this website and by agreeing to these terms and conditions, you warrant and represent that you are at least 18 years of age.

## License to use website

Unless otherwise stated, [www.scobeepowerline.com](http://www.scobeepowerline.com) and/or its licensors own the intellectual property rights published on this website and materials used on [www.scobeepowerline.com](http://www.scobeepowerline.com). Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages, files or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website in neither print nor digital media or documents (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website;
- redistribute material from this website - except for content specifically and expressly made available for redistribution; or
- republish or reproduce any part of this website through the use of iframes or screen scrapers.

Where content is specifically made available for redistribution, it may only be redistributed within your organization.

## Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of [www.scobeepowerline.com](http://www.scobeepowerline.com) or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities on or in relation to this website without [www.scobeepowerline.com](http://www.scobeepowerline.com)'s express written consent.

This includes:

- scraping
- data mining
- data extraction
- data harvesting
- 'framing' (iframes)
- Article 'Spinning'

You must not use this website or any part of it to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without the express written consent of [www.scobeepowerline.com](http://www.scobeepowerline.com).

### **Restricted access**

Access to certain areas of this website is restricted. [www.scobeepowerline.com](http://www.scobeepowerline.com) reserves the right to restrict access to certain areas of this website, or at our discretion, this entire website. [www.scobeepowerline.com](http://www.scobeepowerline.com) may change or modify this policy without notice.

If [www.scobeepowerline.com](http://www.scobeepowerline.com) provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. You alone are responsible for your password and user ID security.

[www.scobeepowerline.com](http://www.scobeepowerline.com) may disable your user ID and password at [www.scobeepowerline.com](http://www.scobeepowerline.com)'s sole discretion without notice or explanation.

### **User content**

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to [www.scobeepowerline.com](http://www.scobeepowerline.com) a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to [www.scobeepowerline.com](http://www.scobeepowerline.com) the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or [www.scobeepowerline.com](http://www.scobeepowerline.com) or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

www.scobeepowerline.com reserves the right to edit or remove any material submitted to this website, or stored on the servers of www.scobeepowerline.com, or hosted or published upon this website.

www.scobeepowerline.com's rights under these terms and conditions in relation to user content, www.scobeepowerline.com does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

### **No warranties**

This website is provided "as is" without any representations or warranties, express or implied. www.scobeepowerline.com makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, www.scobeepowerline.com does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

### **Limitations of liability**

www.scobeepowerline.com will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if www.scobeepowerline.com has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit the liability of Scobee Powerline Construction, LLC in respect of any:

- death or personal injury caused by the negligence of www.scobeepowerline.com or its agents, employees or shareholders/owners;
- fraud or fraudulent misrepresentation on the part of www.scobeepowerline.com; or

- matter which it would be illegal or unlawful for www.scobeepowerline.com to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

### **Other parties**

You accept that, as a limited liability entity, www.scobeepowerline.com has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against www.scobeepowerline.com's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect www.scobeepowerline.com's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as www.scobeepowerline.com.

### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Indemnity**

You hereby indemnify www.scobeepowerline.com and undertake to keep www.scobeepowerline.com indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by www.scobeepowerline.com to a third party in settlement of a claim or dispute on the advice of www.scobeepowerline.com's legal advisers) incurred or suffered by www.scobeepowerline.com arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these terms and conditions**

Without prejudice to www.scobeepowerline.com's other rights under these terms and conditions, if you breach these terms and conditions in any way, www.scobeepowerline.com may take such action as www.scobeepowerline.com deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### **Variation**

www.scobeepowerline.com may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms

and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**

www.scobeepowerline.com may transfer, sub-contract or otherwise deal with www.scobeepowerline.com's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Entire agreement**

These terms and conditions, together with www.scobeepowerline.com's Privacy Policy constitute the entire agreement between you and www.scobeepowerline.com in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of NEVADA, USA, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of NEVADA, USA.

### **www.scobeepowerline.com's details**

The full name of www.scobeepowerline.com is Scobee Powerline Construction, LLC.

Scobee Powerline Construction, LLC's registered address is

602 Lana Drive

Suite E

Cameron, MO 64429

# Privacy Policy

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

## What personal information do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number or other details to help you with your experience.

## When do we collect information?

We collect information from you when you fill out a form or enter information on our site.

## How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To allow us to better service you in responding to your customer service requests.
- To send periodic emails regarding your order or other products and services.

## How do we protect visitor information?

We do not use vulnerability scanning and/or scanning to PCI standards. We do not use Malware Scanning.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user enters, submits, or accesses their information to maintain the safety of your personal information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.

## Do we use 'cookies'?

We do not use cookies for tracking purposes

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer) settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies.

If you disable cookies off, some features will be disabled that make your site experience more efficient and some of our services will not function properly. However, you can still place orders.

### **Third Party Disclosure**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information.

### **Third party links**

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

### **Google**

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users.

<https://support.google.com/adwordspolicy/answer/1316548?hl=en>

We have not enabled Google AdSense on our site but we may do so in the future.

### **California Online Privacy Protection Act**

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. - See more at: <http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>

According to CalOPPA we agree to the following:

Users can visit our site anonymously

Once this privacy policy is created, we will add a link to it on our home page, or as a minimum on the first significant page after entering our website.

Our Privacy Policy link includes the word 'Privacy', and can be easily be found on the page specified above.

Users will be notified of any privacy policy changes:

- On our Privacy Policy Page

Users are able to change their personal information:

- By emailing us

## How does our site handle do not track signals?

We honor do not track signals and do not track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

Does our site allow third party behavioral tracking?

It's also important to note that we do not allow third party behavioral tracking

## COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under 13, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, the nation's consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We do not specifically market to children under 13.

## Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify the users via email

- Within 7 business days

We will notify the users via in site notification

- Within 7 business days

We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

## CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

To be in accordance with CANSPAM we agree to the following:



If at any time you would like to unsubscribe from receiving future emails, you can email us at  
and we will promptly remove you from ALL correspondence.

### **Contacting Us**

If there are any questions regarding this privacy policy, you may contact us using the information below.

[scobeeperpowerline.com](http://scobeeperpowerline.com)

602 Lana Drive

Cameron, Missouri 64429

United States

[info@scobeeperpowerline.com](mailto:info@scobeeperpowerline.com)