**John F. Scanlan Terms of Use**

LAST UPDATED: October 1, 2021

Welcome to the John F. Scanlan Web site(s) (the "Site" or “Sites”). The Site has been developed exclusively for use by John F. Scanlan partners, prospective partners, client, prospective clients, media, vendor partners and John F. Scanlan employees. By using the Site, you agree to follow and be bound by the following terms and conditions concerning your use of the Site ("Terms of Use") and our Privacy Policy.

We may amend these Terms of Use from time to time. We encourage you to check them regularly. These Terms of Use will include the date of last update. Please be advised that your continued use of our Sites and/or Services constitutes your acceptance of the most recent version of these Terms of Use.

Areas of the Site(s) may have different terms of use posted. If there is a conflict between the Terms of Use and terms of use posted for a specific area of the Site(s), the latter shall have precedence with respect to your use of those areas of the Site(s).

Use of Web Site Information & Intellectual Property

The Service and all contents, including but not limited to text, images, graphics or code are the property of John F. Scanlan and are protected by copyright, trademarks, database and other intellectual property rights. You may download, view, copy and print documents and graphics incorporated in these documents (the "Documents") from the Site subject to the following: (a) the Documents may be used solely for personal, informational, non-commercial purposes; and (b) the Documents may not be modified or altered in any way. Except where your use constitutes "fair use" under copyright law, you may not otherwise use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit or distribute any information from this Web site in whole or in part without the express authorization of John F. Scanlan .

Use of Software

Any use of software and accompanying documentation you download from the Site is subject to the terms of a software license agreement between you and John F. Scanlan. You must read the license agreement and indicate your agreement to its terms prior to installing or using the software. All rights, title and interest not expressly granted are reserved.

Third Party Web Sites, Content, Products and Services

The Site may provide links to Web sites and access to content, products and services from third parties, including users, advertisers, affiliates and sponsors of the Site. You agree that John F. Scanlan is not responsible for the availability of, and content provided on, third party Web sites. You should refer to the policies posted by other Web sites regarding privacy and other topics before you use them. You agree that John F. Scanlan is not responsible for third party content accessible through the Site, including opinions, advice, statements and advertisements, and understand that you bear all risks associated with the use of such content. If you choose to purchase any products or services from a third party, your relationship is directly with the third party. You agree that John F. Scanlan is not responsible for: (a) the quality of third party products or services; and (b) fulfilling any of the terms of your agreement with the seller, including delivery of products or services and warranty obligations related to purchased products or services. You agree that John F. Scanlan is not responsible for any loss or damage of any sort you may incur from dealing with any third party.

Disclaimer

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, THE SITE, AND ALL CONTENT, MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED ON THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. JOHN F. SCANLAN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. JOHN F. SCANLAN MAKES NO WARRANTY THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS; (B) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS. ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK. JOHN F. SCANLAN SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE. JOHN F. SCANLAN RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO THE SITE AT ANY TIME WITHOUT NOTICE.

Limitation of Liability

IN NO EVENT SHALL JOHN F. SCANLAN BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnity

You agree to defend, indemnify and hold harmless H&B Engineered Products, Inc., its officers directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Site.

Privacy Policy

John F. Scanlan is concerned about your privacy and has developed a policy to address privacy concerns. Click here to review the current privacy policy.

Users Under 18 Years of Age

We do not knowingly collect Personal Data online from individuals under 18 years without parental consent. If you become aware that an individual under 18 years of age has provided us with Personal Data without parental consent, please contact us at privacy@johnfscanlan. If we become aware that an individual under 18 has provided us with Personal Data without parental consent, we will take steps to remove the data as permitted by law.

Export Restrictions/Legal Compliance

You may not access, download, use or export the Site, or the content, software, products or services provided on the Site in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the services and products of John F. Scanlan in violation of any such restrictions, laws or regulations, or without all necessary approvals, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the services of John F. Scanlan outside the U.S. Neither the services of John F. Scanlan nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, (i) into Cuba, Iran, Libya, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to these Terms and Conditions of Use, you agree to the foregoing and represents and warrants that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Applicable Laws

All matters relating to your access to, and use of, the Site shall be governed by U.S. federal law or the laws of the State of Maryland. Any legal action or proceeding relating to your access to, or use of, the Site shall be instituted in a state or federal court in Anne Arundel County, Maryland. You and John F. Scanlan agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

Copyright/Trademark Information

John F. Scanlan is a registered trademark of John F. Scanlan. Other names appearing on the Site may be trademarks of their respective owners.

Contact Information

If you have any questions regarding these Terms of Use, please [contact us](mailto:privacy@johnfscanlan.com).