

## Terms of Use

**Effective Date: August 15, 2025**

**Last Updated: August 15, 2025**

Welcome to **Osbrook Group** ("Company," "we," "our," or "us"). These Terms of Use ("Terms") govern your access to and use of our website located at **osbrookgroup.com** ("Website") and any related services, content, features, or applications (collectively, the "Services"). By accessing or using our Services, you agree to be bound by these Terms and our **Privacy Policy**. If you do not agree, you must stop using our Services immediately.

### 1. Eligibility

You may use our Services only if you:

- Are at least 18 years old (or the legal age of majority in your jurisdiction); and
- Have the legal capacity to enter into binding agreements.

If you are using our Services on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

### 2. Changes to Terms

We may update or modify these Terms at any time. Changes will be posted with a revised "Last Updated" date. Your continued use of our Services after changes are posted constitutes your acceptance of the updated Terms.

### 3. Use of the Services

You agree to:

- Use the Services only for lawful purposes.
- Not engage in any activity that could harm, disable, overburden, or impair the Website or interfere with others' use.
- Not attempt to gain unauthorized access to any part of the Website or its systems.

Prohibited uses include, but are not limited to:

- Uploading or transmitting harmful code (viruses, malware, etc).
- Engaging in fraudulent, misleading, or deceptive conduct.
- Scraping, crawling, or data-mining without our prior written consent.

### 4. Intellectual Property

All content, trademarks, logos, and materials on the Website are owned by or licensed to **Osbrook Group** and are protected by applicable intellectual property laws.

You may not reproduce, distribute, modify, or create derivative works from any content without prior written permission from us.

### 5. User Content

If you submit, upload, or post any content to the Website ("User Content"), you grant us a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce, modify, display, and distribute your User Content for the purposes of operating and improving our Services.

You are solely responsible for your User Content and must ensure it does not:

- Violate any third-party rights.
- Contain illegal, defamatory, obscene, or harmful material.

We reserve the right to remove User Content that violates these Terms.

## **6. Third-Party Links**

Our Website may contain links to third-party sites or services. We do not control or endorse these third-party resources and are not responsible for their content, policies, or practices.

## **7. GDPR Compliance (European Union Users)**

If you are located in the European Economic Area (EEA), the United Kingdom, or Switzerland, you have the following rights under the **General Data Protection Regulation (GDPR)**:

- The right to access, correct, or delete your personal data.
- The right to restrict or object to processing of your personal data.
- The right to data portability.
- The right to withdraw consent at any time (without affecting the lawfulness of processing based on consent before withdrawal).
- The right to lodge a complaint with a supervisory authority.

We process your personal data based on:

- Your consent;
- Performance of a contract;
- Compliance with legal obligations; or
- Legitimate business interests.

For full details on how we collect, use, and protect your data, please see our **Privacy Policy**.

## **8. CCPA Compliance (California Residents)**

If you are a California resident, you have rights under the **California Consumer Privacy Act (CCPA)**, including:

- The right to know what personal information we collect, use, disclose, and sell.
- The right to request deletion of your personal information.
- The right to opt out of the sale of personal information (note: we do not sell personal information).
- The right to non-discrimination for exercising your CCPA rights.

To make a CCPA-related request, please contact us at **info@osbrookgroup.com**.

## **9. Cookies & Tracking Technologies**

We use cookies, pixels, and other tracking technologies to:

- Improve site functionality and user experience;
- Analyze website traffic and usage patterns;
- Remember user preferences and settings;
- Deliver targeted advertising (where applicable).

Types of cookies we may use:

- **Essential Cookies** – Necessary for basic site functionality.
- **Analytics Cookies** – Help us understand visitor interaction (e.g., Google Analytics).
- **Advertising Cookies** – Used to deliver relevant ads and measure campaign performance.
- **Functional Cookies** – Enable site personalization.

**Your Consent Options:**

- Under **GDPR**, users in the EEA/UK/Switzerland must actively consent before non-essential cookies are placed.
- Under **CCPA**, California residents may opt out of tracking for advertising purposes.

You can manage or disable cookies through your browser settings, and for certain tracking technologies, by using our **Cookie Settings** tool (if available).

## **10. Disclaimers**

The Services are provided "**as is**" and "**as available**" without warranties of any kind, express or implied. We disclaim all warranties including merchantability, fitness for a particular purpose, and non-infringement.

We do not guarantee that the Services will be uninterrupted, error-free, secure, or free of harmful components.

## **11. Limitation of Liability**

To the fullest extent permitted by law, **Osbrook Group** and its affiliates, officers, employees, and agents will not be liable for:

- Any indirect, incidental, special, consequential, or punitive damages; or
- Losses of profits, revenues, data, or goodwill arising from your use of the Services.

Our total liability for any claim relating to the Services will not exceed **\$50 USD**.

## **12. Indemnification**

You agree to indemnify, defend, and hold harmless **Osbrook Group**, its affiliates, and its officers, employees, and agents from any claims, liabilities, damages, losses, and expenses (including legal fees) arising out of your:

- Violation of these Terms;
- Misuse of the Services; or
- Violation of any laws or third-party rights.

## **13. Termination**

We may suspend or terminate your access to the Services at any time, without notice, if you violate these Terms or for any other reason at our discretion.

Upon termination, your right to use the Services will immediately cease.

## **14. Governing Law**

These Terms are governed by the laws of the state of **Connecticut, United States**, without regard to conflict of law principles. Any disputes will be resolved exclusively in the courts of the state of **Connecticut, United States**.

#### **15. Contact Information**

If you have questions about these Terms, or wish to exercise GDPR/CCPA rights, you can contact us at **[info@osbrookgroup.com](mailto:info@osbrookgroup.com)**.