

Welcome to the 33rd Company Website

Terms of Use

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Proper Use of Our Site

You may not use this Site for any purpose that is unlawful or prohibited by this Terms and Conditions statement, or cause damage on or through this Site. You promise that none of your communications with or through the Site will violate any applicable local, state, national or international law.

You agree to save, indemnify and hold 33rd Company®, its officers, directors, employees, agents, licensors, business associates, and suppliers harmless from and against any actual or threatened claims, actions or

demands, liabilities and settlements including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Site in a manner that violates or is alleged to violate this Terms and Conditions statement or any applicable law.

Transactions

Certain areas of this Site enable you to apply or seek information from one or more of the 33rd Company® service programs. Rental Applications include full terms and disclosures that are applicable to individuals applying on-line for properties. Prospective Renters are FULLY responsible for verifying rental information PRIOR to applying on-line. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your application, nor does it constitute an acceptance into any program or service offering. 33rd Company® reserves the right after receipt of your application to accept or decline your application and any such payments made shall not be refundable, even if the information provided is erroneous.

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SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED IS ALWAYS UP TO DATE OR THAT THIS SITE CONTAINS ALL THE RELEVANT INFORMATION AVAILABLE ABOUT OUR COMPANY. WE UNDERTAKE NO OBLIGATION TO VERIFY OR MAINTAIN THE CURRENCY OF SUCH INFORMATION.

Applicable law may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to you. However, in no event shall 33rd Company's aggregate liability to you or any third party for damages, losses, and causes of action exceed the amount paid by you, if any, for accessing this Site or \$1, whichever is lesser. You agree to bring any and all actions within one year from the date of the accrual of the cause of action, and that actions brought after this date will be barred.

In the event that you have a dispute with 33rd Company®, you release 33rd Company® (and our officers, directors, agents, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code section 1542 which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially altered his settlement with the debtor."

Links to Other Sites

Our Site may provide links to web sites not operated by 33rd Company®. Access to any other sites linked to this Site is at your own risk. We assume no responsibility for third-party web sites. For example, we do not vouch for the accuracy or reliability of the information on third-party web sites, even if someone from our company is quoted or leaves a comment. We assume no responsibility for the content of or services offered by linked third party-sites, and make no representations regarding the accuracy of materials on third-party Web sites. Statements made on third-party Web sites linked to or from this site reflect only the views of their authors and not of 33rd Company®.

Unless otherwise set forth in a written agreement between you and 33rd Company®, you may link your Web site to the home page of our Site. [provided that you adhere to the following linking policy: (i) any link to 33rd Company's® Site must be a text only link and clearly marked "33rd Company Site," (ii) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with 33rd Company®'s name, trademarks, and certification marks, (iii) the link must "point" to the URL www.33rdcompany.com or www.33rdcompanykansascity.com and not to other pages within our Site, (iv) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with 33rd Company®, (v) when selected by a user, the link must display the 33rd Company® Site on full-screen and not within a "frame" on the linking Site, and (vi) 33rd Company® reserves the right to revoke its consent to the link at any time and in its sole discretion.]

Violations and Additional Terms

33rd Company® reserves the right to seek all remedies available at law and in equity for violations of this Terms and Conditions statement, including suspending or blocking your access to the Site. Please see our

Privacy & Security Policy for our policies regarding privacy, which is incorporated herein by reference.

No Waiver

No delay or failure by 33rd Company® to enforce any of these Terms and Conditions shall constitute a waiver of any of our rights under these Terms and Conditions. Neither the receipt of any funds by 33rd Company® nor the reliance of any person on our actions shall be deemed to constitute a waiver of any part of these Terms and Conditions. Only a specific, written waiver signed by an authorized representative of 33rd Company® shall have any legal effect.

Severability

If any clause or provision set forth in this Terms and Conditions statement is determined to be illegal, invalid or unenforceable under present or future law, the clause or provision shall be deemed to be deleted without affecting the enforceability of all remaining clauses or provisions.

Governing Law and Jurisdiction

These Terms and Conditions and any disputes arising under or related to these Terms and Conditions and/or the Privacy and Security Policy or to this Site will be governed by U.S. federal law and the laws of the State of Minnesota, without reference to its conflict of law principles. Any such dispute shall be resolved exclusively in the state or federal courts in St. Paul, Minnesota, where we have our headquarters. You agree to submit to the personal jurisdiction and venue of the courts of the State of Minnesota for any legal proceeding involving the Site, regardless of who initiated the proceeding.

This English-language Terms and Conditions statement is 33rd Company®'s official agreement with users of this Site. In case of any inconsistency between this English-language Terms and Conditions statement and its translation into another language, this English-language document shall control.

For More Information

If you have any questions regarding our Terms and Conditions statement, please contact us by sending an email to info@33rdcompanykansascity.com, calling our customer service at (913) 220-2200, or writing to us at

33rd Company®, 460 Nichols Rd Suite 100, Kansas City, MO 64112

Changes to this Agreement

33rd Company® reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement at any time. We will provide notice of such change on the this Web site. Please review the Terms of Use and/or Additional Terms periodically for changes. Your continued use of the 33rd Company® Web site constitutes your acceptance of and agreement to be bound by these changes without limitation, qualification or change. If at any time you determine that you do not accept these changes, you must stop using this Web site.

Privacy & Security Policy

Site Use Governed by our Terms of Service

The 33rd Company® web site usage is governed by our [Terms of Service](#) Policies.

Automatically collected information

The 33rd Company, Inc., 33rd Company KS LLC, 33rd Company MO LLC (33rd Company®) web server keeps basic logs of information about which pages visitors view, IP address, host name, browser type, and date of visit. These logs are used to administer and troubleshoot technical problems as well as map the traffic on our sites.

Cookies

Cookies are used by the 33rd Company® web server to keep track of items in the clients owner folders as well as your authentication settings. Visitors can refuse cookies by turning them off in their browser but they will not be able to access the Owner log-in folder while cookies are disabled and they will not be able to use other features of functions of the Members Only / Owner Login section of the website.

Privacy Policy

Personal information is collected for the sole purpose of allowing Owners to update and amend property management related information and update contact information. The information is not sold to anyone and is only used for internal purposes.

Security

33rd Company® takes security very seriously. The web server runs encrypted software for security. Additionally, all Owners have the ability to change passwords and login reminder questions at the point of first login. 33rd Company® recommends that owners change their passwords and reminder questions on a regular basis allowing for maximum security. Owner is further advised to always close session windows immediately after log out to ensure that the online folders are closed. Use of the owner login folders is voluntary, and owner assumes all risks for using online folders for data transmission and storage.

External links

33rd Company® does not endorse and is not responsible for the content and security of third party linked sites. Links from 33rd Company® to another site does in no way constitutes a business or any other relationship with that external website. Such links are provided for informational purposes only, and use of such links is at the sole discretion of the website user.

Contact information

To contact 33rd Company® for any reason please visit our [contact](#) page for the most current contact information.

You can also contact our webmaster to notify us of any issues with the website, report broken or incorrect links, or for other website related issues.

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