

The Ark Group, LLC

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4. User Communications, Including Email, Via the Sites

All information, ideas, suggestions, bulletin board postings, surveys, feedback, comments, questions or other communication (hereby known as "Communication") you transmit or provide to the Sites are, and will be treated as, non-confidential and non-proprietary, unless such Communication is classified as protected health information pursuant to the Health Insurance Portability and Accountability Act (HIPAA). (For more information on our Privacy Notices, please [click here](#)). Use of the Sites and any submission of Communications is entirely at your own risk. The User is responsible for whatever Communication is submitted, and the User has full responsibility for any submitted Communication, including its legality, reliability, appropriateness, originality, and copyright.

The Ark Group, LLC prohibits any posting or transmission of a Communication that is unlawful, encourages unlawful behavior or is otherwise inappropriate. The Ark Group, LLC reserves the right to refuse or block any Communication or Use of the Sites that is unlawful, encourages unlawful behavior, or is otherwise inappropriate. The Ark Group, LLC strives to maintain control of the Sites, within the constraints of current technology; however, as is customary for non-encrypted Internet email communications, your email may be accessed and viewed by other Internet users, without your knowledge and permission, while in transit to The Ark Group, LLC. For that reason, to protect your privacy, you should not use email to communicate information to The Ark Group, LLC that you consider to be confidential, especially any protected or personally identifiable health information. The Ark Group, LLC disclaims all liability with respect to any unauthorized access by third parties.

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8. Updates, Corrections and Changes

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10. Cookies

The Ark Group, LLC, at its sole discretion, may use what is known as "cookie" technology. A "cookie" is a data element sent to your browser by a web site when you link to that web site. By assigning a unique data element to each visitor, the web site is then able to recognize repeat users and track usage patterns to better serve visitors when they return to that web site. The cookie does not extract Protected Health Information (PHI) or Personally Identifiable Information (PII). (For more information on our Privacy Notices, please click here.) Most browsers provide a simple procedure that enables users to control whether they want to receive cookies or notifies them when a website is about to deposit a cookie file.

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These Terms will be governed and construed in accordance with the laws of the State of Texas, without reference to its choice of law. By accessing, viewing, or using the material contained within the Sites, you consent to the jurisdiction of the federal and state courts, as applicable, presiding in Douglas County, Nebraska, and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available.

12. Warnings

Unauthorized access to secured databases or circumvention of security measures on the Sites may be a violation of state and/or federal laws. Access to and use of password-protected and/or secure areas of the Sites is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Sites may be subject to prosecution.

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