

---

## Terms and Conditions

---

The terms and conditions outlined in this document govern your use of our website and its associated services. By using our site and its associated services, you agree to these terms in full; if you disagree with any of these terms and conditions, you must not use our website or services.

---

### Using our website and services

---

Unless otherwise stated, your use of our website and services does not grant you ownership of any intellectual property rights in our website, services, or the content you access. Subject to the following terms, all intellectual property rights are reserved.

You may:

- View the content on the website using a web browser
- Download site content (excluding user content, defined later)
- Print site materials (excluding user content) for personal use
- Use site materials (excluding user content) for educational purposes

You may not:

- Sell, rent, or sublicense site materials (including user content)
- Republish or redistribute site materials (including user content)
- Use site materials (including user content) for commercial purposes

We do not grant you any additional rights in relation to our website, services, or the content and material they contain. All other rights are reserved.

---

### Acceptable use

---

You must not use our website or services in any way that is unlawful, harmful, illegal, fraudulent, or otherwise connected with such types of activity. Furthermore, you must not use the site or services in anyway that is, or could be, damaging to them or impair their function or availability. Similarly, you must not use our site or services to distribute, store, host, copy, send, use, transmit, publish, or otherwise distribute any type of malicious software. Finally, you must not conduct any manner of automated data mining or data collection activities in relation to our website or services without first obtaining our express written permission.

---

### User content

---

With regard to these terms and conditions and any associated documents, "user content" is defined as any material submitted by you or other users to our site or services, regardless of purpose. Your user content must not contain any illegal, threatening, slanderous, discriminating, or otherwise unlawful, offensive, or

distasteful material, and must not infringe upon or have ever been the subject of threatened or actual legal proceedings regarding infringement upon any third party's legal rights. Content that you submit also must not carry the possibility of future legal action against us, you, or any third party.

By agreeing to our terms and conditions, you grant us 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 us the right to sublicense these rights and to bring legal action in response to any infringement of these rights.

Regardless of the rights granted to Fractured Sands under these terms, we do not purport to fully moderate every submission of content to our website, and as such, it is possible that content which violates our terms may occasionally make its way onto the site. Should this happen, the material in question shall still be considered in violation of our terms and conditions, and we will take corrective action to remove it once the situation comes to our attention.

In keeping with the rights previously mentioned, we reserve the right to irrevocably edit and/or remove any user content from our site at any time, without explanation, and may do so either at our own behest (should we deem such action necessary) or if such action is requested by a third party coming to us with a legitimate claim or grievance. Based on the severity of the offense, submission of material that we are subsequently forced to remove may be considered a breach of this contract.

---

### [Copyright notice](#)

---

You may use the content and other copyrighted materials found on this site as outlined in the "Using our website and services" section of this document. Should you desire to use these materials for purposes which are not outlined, you may request permission to do so via the contact information provided at the end of this document. If we find that you have used our copyrighted materials in a fashion for which we have not granted you express written license, we may bring legal proceedings against you in order to seek an injunction and/or monetary damages, and you may be ordered to pay the legal costs for such action.

We take the protection of copyrights very seriously. If you become aware of any material on this site that you believe infringes upon copyrights belonging to you, to us, or to a third party, please report this material via the contact information provided at the end of this document.

---

### [Linking](#)

---

You may link to our website, provided the link in question is not misleading. However, in doing so, you agree that you will delete any links to our site promptly at our request. If our site contains a link that you would like removed, you may

request its removal using the contact information provided at the end of this document. Note however, that unless you have legal right to demand the removal of a link, the decision on whether or not to actually perform the deletion of that link will be made at our discretion.

---

### No warranties

---

We provide no express or implied representation of warranties for our site, services, or the content and materials which they contain. Without loss of generality, we do not warrant that information provided on our site is complete, true, or accurate, nor do we make any commitments regarding the availability or reliability of our services, or their ability to meet your needs. Furthermore, no content or material on this site is meant to constitute advice of any kind. Our website and services are provided "as is".

---

### Limitations of liability

---

Fractured Sands, including its officers and employees, will not be liable to you for any of the following in connection with our website and associated services:

- For any direct loss (as the site and its services are provided free of charge)
- For any loss of revenue, profit, income, expected savings, reputation, or data
- For any indirect loss
- For any special or consequential loss
- For any business loss not already described

These limitations of liability will apply even in the case that Fractured Sands is expressly advised of the potential loss. In all cases, neither Fractured Sands nor its officers or employees will be responsible for any loss or damage that is not reasonably foreseeable.

By agreeing to these terms, you accept that Fractured Sands also has an interest in limiting the liability of its employees and officers, and agree not to bring personal claims regarding any losses you suffer in connection with our website or services against said individual parties. Without loss of generality, you agree that the limitations of liability and warranty set forth in this document will protect our officers, employees, agents, subsidiaries, and successors in addition to Fractured Sands itself.

No provision in these terms and conditions will limit or exclude anything which would be unlawful to exclude or limit. Specifically, no provision in these terms and conditions will limit Fractured Sands' liability regarding:

- Death or personal injury resulting from Fractured Sands' negligence
- Fraud or fraudulent representation on the part of Fractured Sands
- Illegal or unlawful limitations to our liability
- Illegally or unlawfully attempting or purporting to limit our liability

Your use of our site indicates that you agree with and find reasonable these limitations of liability and their exclusions. If you do not agree with the these limitations and exclusions, or find them unreasonable, you must not use our website or services.

---

### Indemnity

---

By accepting these terms and conditions, you indemnify Fractured Sands, including its officers and employees, and agree to keep us indemnified against any losses, liabilities, damages, costs, or expenses incurred or suffered by Fractured Sands as a result of your breaching any portion of these terms and conditions, or as a result of any claim of such a breach. This includes - without limitation - legal expenses, as well as any amounts paid by Fractured Sands to a third party on the advice of our legal advisors in order to settle a claim or dispute.

---

### Severability

---

Should any portion of these terms and conditions be found unlawful or unenforceable, the remainder of the terms and conditions will remain in effect; loss of enforceability for one provision will not affect any others.

---

### Violations of our terms and conditions

---

Without loss of other rights accorded to us by provisions outlined elsewhere in these terms and conditions, we reserve the right to close, disable, ban, or otherwise bar you from accessing you user account at our sole discretion, and without notice or explanation, should we deem it necessary to do so in response to a breach or violation of these terms and conditions. Furthermore, we reserve the right to block you from accessing our website or services entirely, which may include contacting your internet provider to request that they block your access on our behalf. Finally, we reserve the right to bring legal proceedings against you should we deem such action necessary in response to a breach of these terms and conditions.

At times, we may not immediately respond to breaches of our terms and conditions. In no way does this constitute our forfeiture of any of the rights granted to us in this contract; we may take corrective action in the future, or at such time as we become aware of the breach.

---

### About these terms and conditions

---

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and Fractured Sands (us) in relation to your use of our website and services.

---

## Changes to our terms and conditions

---

If we decide to make changes to our terms and conditions, we will update this document and/or update the modification date listed below. We are, however, not responsible for notifying you or obtaining your consent in order to make such changes, or to otherwise transfer, subcontract, or administer our own rights and obligations to these terms and conditions.

This document was last modified on 05/01/2014.

Any revisions we make to our terms and conditions will apply to your use of our website and services starting from their date of publication, so you should check back with this document periodically to ensure that you are familiar with the latest version.

---

## Contacting Us

---

If there are any questions regarding these terms and conditions, you may contact us using the information below:

[http://www.fracturedsands.com/  
contact@fracturedsands.com](http://www.fracturedsands.com/contact@fracturedsands.com)