

PRIVACY POLICY

SD4 is committed to your right to privacy and takes your privacy seriously. SD4 has prepared this privacy policy statement (this "Privacy Policy") to describe our collection, use and disclosure of your personal information through this Site. This Privacy Policy is incorporated into the Terms of Use Agreement. SD4 will collect, use and disclose your personal information as described in this Privacy Policy.

Information Collected

Through the combination of both internal and third party tracking code as well as cookies, we track the following categories of information when a visitor enters this Site: (1) IP address; (2) domain servers; (3) type of computer used to access this Site; (4) types of web browsers (collectively "Anonymous Data"). Anonymous Data does not collect information that identifies you as an individual. SD4 uses Anonymous Data for general marketing purposes and to help enhance customer experience on this Site.

We may use third-party advertising companies. These companies may employ cookies and action tags also known as single pixel GIFs or web beacons to measure advertising effectiveness. Any information that these advertising companies collect via cookies and action tags is completely anonymous.

For you to access certain services that we offer through this Site, we may require you to provide us with information that can identify you as an individual ("Personally Identifiable Information"). Personally Identifiable Information includes: (i) "Contact Information" (such as your first and last name, physical street address, city, state, zip code, phone number and email address); (ii) "Financial Data" (such as your credit card number, expiration date and verification code); and (iii) "Legal Data" (such as your social security number, mortgage information and automobile information).

Please note that Anonymous Data and Contact Information is used to gather general statistics regarding our customers and visitors, in order to enhance the consumer experience on this Site. We may also use demographic data in a manner that does not identify you specifically or allow you to be contacted but does identify certain criteria about our Users in general. For example, we may inform third parties about the number of registered Users, number of unique visitors, and the pages most frequently browsed.

We use your Contact Information to provide you with special information and promotions regarding our products or to contact you regarding an order or to respond to a question or request. Any Financial Data gathered is used for the purposes of processing or completing the financial transaction for your order.

If you post information on any of our chat groups, message boards or forums, such information you provide may be available to other Users of this Site and other Site visitors. You should use caution when deciding to disclose your personal information in these areas as we do not control who may participate in these interactive areas.

Choice Regarding Disclosure of Contact Information

You may choose not to provide us with any Contact Information. In such an event, you can still access and use some portions of this Site; however you will not be able to access and use portions of this Site that require your Contact Information.

Confidentiality and Security of Contact Information

Except as described in this Privacy Policy, we will not share your Contact Information with third parties, unless such disclosure is necessary (as determined in our sole discretion) to: (a) comply with a court order

or other legal process; (b) protect the rights, property and safety of SD4 or SD4.com or any third party; or (c) enforce these Terms of Use.

We use reasonable measures to maintain the security of your Contact Information. However, neither we nor any company, organization or online community can fully eliminate security risks associated with Personally Identifiable Information.

Other Disclosures

We may provide your Personally Identifiable Information to third party service providers who work on behalf of or with SD4 to provide some of the services and features of this Site and to help us communicate with the Users of this Site. However, these service providers do not have any independent right to share your Personally Identifiable Information (except pursuant to a legal requirement such as a subpoena or warrant).

We may share some or all of your Personally Identifiable Information with our parent company, subsidiaries or other companies under common control with us (our "Affiliates"), in which case we will require our Affiliates to honor this Privacy Policy.

If the assets related to this Site are acquired by another company, that company will possess the Personally Identifiable Information collected by us and it will assume the rights and obligations regarding your Personally Identifiable Information as described in this Privacy Policy.

SD4 has security measures in place to minimize the loss, misuse, destruction and alteration of the Personally Identifiable Information that you provide us or that we obtain from you. We will have no liability however to you or to any third party arising out of any such loss, misuse, destruction or alternation.

Other Limits to Your Privacy

This Site contains links to other third-party websites. We are not responsible for the privacy practices or the content of these linked websites. If you choose to visit any linked websites, we are not responsible for the privacy policies or content of those other websites, and it is your responsibility to review the privacy policies at those websites to confirm that you understand and agree with their policies.

As discussed above, we also make chat groups, forums and message boards available to you, but please understand that any information you disclose in these areas becomes public information and accordingly, such information is not subject to this Privacy Policy. We have no control over its use and you should exercise caution when deciding to disclose any Personally Identifiable Information.

Updates and Changes to this Privacy Policy

We reserve the right, at any time and without notice, to add to, change, update or modify this Privacy Policy, by posting such change, update or modification on this Site. Any such change, update or modification will be effective immediately upon posting.

TERMS OF USE

By using the bcsd4.com website (this "Site"), you agree to follow and be bound by these terms of use (these "Terms of Use"), and the Privacy Policy and Full Disclaimer, which are hereby incorporated into these Terms of Use. In these Terms of Use, the words "you" and "your" refer to each Site visitor or user, "we," "us," and "our" refer to Sanitation District #4 ("SD4"), and "Services" refers to all services provided by us.

We may revise these Terms of Use at any time without notice to you. It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable or if you do not agree to these Terms of Use, please do not use this Site. If you have any questions about these Terms of Use, please contact at 606-928-3936.

YOU AGREE THAT BY USING THIS SITE AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE, YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT AND AGREE TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.

1. Privacy Policy. SD4 respects your privacy and permits you to control the treatment of your personal information. A complete statement of SD4's current Privacy Policy can be found on this site. SD4's Privacy Policy is expressly incorporated into these Terms of Use.

When you open an account to use or access this Site or the Services, you must provide complete and accurate information as requested on the registration form. Users of this Site ("Users") will also be asked to provide a user name and password. If you choose to register, you agree to: (a) supply the information requested in the registration process; (b) ensure that all the information you supply to us is accurate; and (c) update your personal information whenever it changes. You are entirely responsible for maintaining the confidentiality of your password. You may not use a third party's account, user name or password at any time. You agree to notify SD4 immediately of any unauthorized use of your account, user name or password. SD4 shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred by SD4, our affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account or password.

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 - b. A description of the copyrighted work or other intellectual property that you claim has been infringed;
 - c. A description of where the material that you claim is infringing is located on the site;
 - d. Your address, telephone number and email address;
 - e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
 - f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

SD4's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

239 W. Little Garner Rd., Ashland, KY 41102

By phone: 606-928-3936

SD4 is not the publisher or author of the User Content. It is a passive service for storage and dissemination of the ideas and opinions that Users may choose to post and distribute as User Content. SD4 does not screen User Content before it is posted, and no prior approval is required for posting. SD4 disclaims all copyright and ownership in such works and all responsibility for them.

Although we cannot make an absolute guarantee of system security, SD4 takes reasonable steps to maintain security. If you have reason to believe system security has been breached, contact us .

If SD4's technical staff finds that files or processes belonging to a User pose a threat to the proper technical operation of the system or to the security of other Users, SD4 reserves the right to delete those files or to stop those processes. If the SD4 technical staff suspects a User name is being used by someone who is not authorized by the proper User, SD4 may disable that User's access in order to preserve system security. In all such cases, SD4 will contact the User as soon as feasible.

SD4 has the right, in our sole and absolute discretion, to: (i) edit, redact or otherwise change any User Content; (ii) re-categorize any User Content to place it in a more appropriate location; or (iii) pre-screen or delete any User Content that is determined to be inappropriate or otherwise in violation of these Terms of Use, including but not limited to User Content containing offensive language and advertisements.

SD4 reserves the right to refuse Services to anyone and to cancel User access at any time.

5.2. Rights and Responsibilities of Users.

You are legally and ethically responsible for any User Content—writings, files, pictures or any other work—that you post or transmit using any Service that allows interaction or dissemination of information. In posting User Content, you are responsible for honoring the rights of others, including intellectual-property rights (copyright, patent, trademark, etc.), the right to privacy and the right not to be libeled or slandered. For example, if you wish to post a copyrighted work as User Content, you are responsible for first obtaining the copyright holder's permission.

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If you have a complaint about the behavior or posts of another User, it is your responsibility to attempt to resolve the conflict, typically by contacting that person directly, if possible. Normally, SD4 staff will not take a role in mediating conflicts between you and other Users. SD4 does not take responsibility for your behavior or that of other Users.

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