



Terms of Agreement

Website Login Access and Membership Listing

Monitoring

We strive to provide an enjoyable online experience for our users, so we may monitor activity on the Website to foster compliance with this Agreement. All users of the Website hereby specifically agree to such monitoring. Nevertheless, we do not make any warranties or guarantees that: (1) the Website, or any portion thereof, will be monitored for accuracy or unacceptable use, (2) apparent statements of fact will be authenticated, or (3) We will take any specific action (or any action at all) in the event of a dispute regarding compliance or non-compliance with this Agreement.

Registration and account creation

If you register and/or set up an account on the Web site, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.

You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.

If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information or any credit, debit or charge card number stored on the Web site), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Web site, if available, or notify our Privacy Policy Coordinator as described in our Privacy Policy.

RULES OF USE

1. USE OF THE Web site BY YOU:

- a. The Suttons Bay Chamber website member's listing pages are intended to be solely informational pages for members. The page is not intended to be a website or any other page for a business or organization. The intent is to direct visitors to your site or physical location. Members will not use this page for any other use, nor post any other information on the page not listed in this agreement in section B. Failure to follow these posting and content guidelines may result in your listing being removed from the site.
- b. Acceptable Sections and Content Rules
 - a. In an effort to keep the website clean and consistent for visitors the chamber has designated specific categories and information that may be posted on your business listing page. Members are required to keep these sections in the designated order and are not permitted to add additional sections or information to the website not outlined in this agreement.
 - i. **Business Name**- *Must be the legal name of your organization*
 - ii. **Business Description** –*No category heading for this section*
 - iii. **Hours**-*Summer and Winter hours are permitted*
 - iv. **Contact Information**
 1. **Mailing Address**
 2. **Physical Address**
 - v. **Phone**

- vi. **Email**
- vii. **Website**
- viii. *Social Media-you may link to facebook and twitter*
- ix. **News and Updates** –*you may post special events, sales, and other information to this section.*

- b. Members may post one photo to the upper right hand corner of listing. Dimension of this photo will be no larger than 330 pixels height by 400 pixels wide.
- c. Though chamber members have access to the category their business is listed in during the editing process you are not permitted to change the category in which your business is listed. If you feel that your listing is in the wrong category or needs to be moved you are required to contact the chamber to have your listing moved.
- d. Unless otherwise specified, the Web site is intended for your business use only. You may not authorize others to use the Web site, and you are responsible for all use of the Web site by you and by those you allow to use, or provide access to, the Web site. You may not impersonate, imitate or pretend to be somebody else when using the Web site.
- e. You may not provide to or post on or through the Web site any graphics, text, photographs, images, video, audio or other material that constitutes junk mail and/or spam.
- f. You agree not to use any obscene, indecent, or offensive language or to provide to or post on or through the Web site any graphics, text, photographs, images, video, audio or other material that is defamatory, abusive, bullying, harassing, racist, hateful, or violent. You agree to refrain from ethnic slurs, religious intolerance, homophobia, and personal attacks when using the Web site.
- g. You may not provide to or post on or through the Web site any graphics, text, photographs, images, video, audio or other material that is encrypted, invades anyone's privacy, or illustrates, references or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, state, federal, national or international law or regulation (e.g., drug use, underage drinking). You agree to use the Web site only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability. Do not provide to or post on or through the Web site any graphics, text, photographs, images, video, audio or other material that includes instructions for weapon and/or explosive manufacture or use.
- h. You are responsible for ensuring that any graphics, text, photographs, images, video, audio or other material you provide to or post on the Web site, including without limitation in bulletin boards, forums, personal ads, chats or elsewhere, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is provided or posted with the permission of the owner(s) of such rights.
- i. The Web site may contain graphics, text, photographs, images, video, audio and other material that is clearly identified for your use ("Assets"). The Assets are protected by state, national and international copyright, trademark and other intellectual property laws. Nevertheless, we (and our licensors) grant to you the limited, non-exclusive, right and license to use the Assets solely as described on the Web site, as limited by this Agreement, and provided further that you keep intact any and all copyright and other proprietary notices.
- j. The Web site also contains other graphics, text, photographs, images, video, audio, software, code, and other material that is provided by Service Provider or its licensors and is not clearly identified as, or intended, for your use, including without limitation the organization, design, compilation, and "look and

feel" of the Web site, and advertising thereon ("Web site Content"). The Web site Content is protected by state, national and international copyright, trademark and other intellectual property laws, and is the property of Service Provider or its licensors. The copying, reproduction, publication, display, rearrangement, redistribution, modification, revision, alteration, cropping, re-sizing, reverse engineering, movement, removal, deletion, or other use or change by you, directly or indirectly, of any such Web site Content, including but not limited to the removal or alteration of advertising, is strictly prohibited.

- k. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Web site, including without limitation the Assets or Web site Content, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, Service Provider or the Web site.
- l. You agree not to disrupt, overwhelm, attack, modify, reverse engineer or interfere with the Web site or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Web site.
- m. Other than connecting to Service Provider's servers by http requests using a Web browser, you may not attempt to gain access to Service Provider's servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Web site or otherwise.
- n. You acknowledge that Service Provider has not reviewed and does not endorse the content of all sites linked to from this Web site and is not responsible for the content or actions of any other sites linked to from this Web site. Your linking to any service or site is at your sole risk.

2. COMMENTS BY OTHERS ARE NOT ENDORSED BY SERVICE PROVIDER:

Service Provider does not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Web site. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of Service Provider or its third party service providers. You agree that Service Provider and its third party service providers are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

3. USE OF MATERIAL SUPPLIED BY YOU:

For information regarding use of information about you, you agree that by posting messages, uploading text, graphics, photographs, images, video or audio files, inputting data, or engaging in any other form of communication with or through the Web site, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. In addition, please be aware that information you disclose in publicly accessible portions of the Web site will be available to all users of the Web site, so you should be mindful of personal information and other content you may wish to post.

4. COPYRIGHT COMPLAINTS:

A. Service Provider respects the intellectual property of others, and we ask our users to do the same. Service Provider may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the copyright rights of others.

B. If you believe that your work has been copied and is accessible on the Web site in a way that constitutes copyright infringement, or that the Web site contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify Service Provider by providing the

following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to our copyright agent set forth below:

(i) A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Service Provider to locate the material;

(iv) Information reasonably sufficient to permit Service Provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

(v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

5. MERCHANDISE SOLD ON OR THROUGH THE Web site:

Neither Service Provider nor its third party service providers make any warranties with respect to any of the merchandise, products, and/or services featured, mentioned, or sold on or through the Web site. Transactions for any such item shall be between the user and the third party seller, distributor, or manufacturer without any involvement of Service Provider or its third party service providers. You agree that Service Provider and its third party service providers are not responsible, and shall have no liability to you, with respect to merchandise, products, and/or services featured, mentioned, sold, or distributed on or through the Web site, including illegal, offensive or illicit items, even items that violate this Agreement.

6. INDEMNIFICATION:

You agree to indemnify Service Provider and its affiliates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including attorneys fees) which may arise from your submissions, from your unauthorized use of material obtained through the Web site, or from your breach of this Agreement, or from any such acts through your use of the Web site.

7. EDITING AND DELETIONS:

Service Provider reserves the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed on the Web site or its bulletin boards, in its sole discretion, without notice.

8. ADDITIONAL RULES:

Service Provider reserves the right to post, from time to time, additional rules of usage that apply to specific parts of the Web site. Such additional rules will be posted in the relevant parts of the Web site. Your continued use of the Web site constitutes your agreement to comply with these additional rules.

9. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:

YOU ACKNOWLEDGE THAT YOU ARE USING THE Web site AT YOUR OWN RISK. THE Web site IS PROVIDED "AS IS", AND THE SERVICE PROVIDER, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE Web site. SERVICE PROVIDER, ITS AFFILIATES, AND ITS THIRD PARTY SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE Web site WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR

THAT NO VIRUSES WILL BE TRANSMITTED ON THE Web site.

SERVICE PROVIDER, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF THE Web site HEREUNDER, THE SALE OR PURCHASE OF ANY GOODS OR MERCHANDISE, YOUR ACCESS TO OR INABILITY TO ACCESS THE Web site, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE Web site, YOUR USE OF OR RELIANCE ON THE Web site OR ANY OF THE MERCHANDISE, INFORMATION OR MATERIALS AVAILABLE ON THE Web site, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

YOU HEREBY AGREE TO RELEASE SERVICE PROVIDER, ITS AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "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 AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

10. TERMINATION OR SUSPENSION OF ACCESS TO THE Web site:

Service Provider has the right to terminate and/or suspend your ability to access the Web site or any portion thereof, for any or no reason, without notice.

11. JURISDICTION:

Service Provider makes no representation that materials on the Web site are appropriate, available or legal in any particular location. Those who choose to access the Web site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of Michigan applicable to contracts to be wholly performed therein, and any action based on, relating to, or alleging a breach of this Agreement must be brought in a state or federal court in Michigan. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

Acknowledgement

By signing this agreement I acknowledge that I have read the above terms of agreement and will abide by the rules of use for the Suttons Bay Chamber website and Member Listings.

Business Name

Signature

Date

This form must be signed and returned to the Suttons Bay Chamber before your login will be provided.