

# **Jackson County Chamber of Commerce Terms of Use Agreement**

November 9, 2016

The Jackson County Chamber of Commerce welcomes you. The Jackson County Chamber of Commerce maintains this website, [www.mountainlovers.com](http://www.mountainlovers.com), in furtherance of its mission of promoting tourism in the Jackson County, NC region and the chamber's member businesses.

This Terms of Use Agreement (the "Terms") governs your use of the [www.mountainlovers.com](http://www.mountainlovers.com) sites, including the web content, products, technology and services provided by [www.mountainlovers.com](http://www.mountainlovers.com). Please carefully read these Terms before accessing the [www.mountainlovers.com](http://www.mountainlovers.com) services as they govern use of the [www.mountainlovers.com](http://www.mountainlovers.com) services by all visitors, users and any others who access the [www.mountainlovers.com](http://www.mountainlovers.com) services (each a "User"), and constitutes an agreement between you and [www.mountainlovers.com](http://www.mountainlovers.com).

By accessing the [www.mountainlovers.com](http://www.mountainlovers.com) services, you signify that you have read the Terms and agree to be bound by them and the [www.mountainlovers.com](http://www.mountainlovers.com) Privacy Policy, which is incorporated herein and available at [www.mountainlovers.com/privacy](http://www.mountainlovers.com/privacy), as well as any applicable laws and regulations. We may update these Terms from time to time. Each time you use any of the [www.mountainlovers.com](http://www.mountainlovers.com) services, the current version of the Terms will apply. Accordingly, when you use the [www.mountainlovers.com](http://www.mountainlovers.com) services, you should check the date of the Terms (which appears at the top of this page) and review any changes. If you do not agree with the Terms, do not access or otherwise use the [www.mountainlovers.com](http://www.mountainlovers.com) services. Where applicable under law, these Terms constitute a writing signed by you. Your continued use of the [www.mountainlovers.com](http://www.mountainlovers.com) services following the posting of changes to these Terms will be deemed your acceptance of those changes.

The Jackson County Chamber of Commerce reserves the right to take any legal or technical remedies to prevent the violation of the Terms and to protect the [www.mountainlovers.com](http://www.mountainlovers.com) services, [www.mountainlovers.com](http://www.mountainlovers.com), Users, and the rights and property of Jackson County Chamber of Commerce and its affiliates.

## **1. Intellectual Property**

We respect the intellectual property rights of others and we ask that you do the same. Except for any third party content used as part of [www.mountainlovers.com](http://www.mountainlovers.com), the data and materials on [www.mountainlovers.com](http://www.mountainlovers.com), including without limitation text, software, graphics, logos, photos, music, videos, and all other audible, visual or downloadable materials, as well as the selection, organization, coordination, compilation and overall look and feel of [www.mountainlovers.com](http://www.mountainlovers.com) are the intellectual property of the Jackson County Chamber of Commerce. [www.mountainlovers.com](http://www.mountainlovers.com) content is protected by copyright, trademark and other intellectual property laws. All ownership rights remain with us, unless stated otherwise. We reserve all rights not expressly granted in and to [www.mountainlovers.com](http://www.mountainlovers.com) content. Except as provided in these Terms, [www.mountainlovers.com](http://www.mountainlovers.com) content may not be distributed, downloaded, modified, reused, copied, reproduced, transferred, displayed, reposted, transmitted, disseminated, sold, published, broadcast or circulated or otherwise used without the express written permission of the Jackson County Chamber of Commerce. If you violate these Terms, your permission to use the [www.mountainlovers.com](http://www.mountainlovers.com) services automatically terminates and you must immediately destroy any copies you have made of the [www.mountainlovers.com](http://www.mountainlovers.com) content.

## **2. Limited License to Use [www.mountainlovers.com](http://www.mountainlovers.com) Content**

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[www.mountainlovers.com](http://www.mountainlovers.com) content, including but not limited to copyrighted material such as text, photos and videos, may not be reproduced, copied or redistributed without the express written authorization of Jackson County Chamber of Commerce. Jackson County Chamber of Commerce reserves all rights to take vigorous legal action in the event of any unauthorized use of the [www.mountainlovers.com](http://www.mountainlovers.com) content.

Without limiting the generality of the foregoing and subject to the conditions set forth herein, Jackson County Chamber of Commerce hereby grants Users a non-exclusive, non-transferable limited right to use [www.mountainlovers.com](http://www.mountainlovers.com) content for newsworthy, editorial and personal uses only (the "[www.mountainlovers.com](http://www.mountainlovers.com) Limited License"), provided that such use adheres to the following guidelines:

All copyrighted material must include a clearly visible copyright notice; The copyright notice must be followed with a link to the source of the copyrighted material on [www.mountainlovers.com](http://www.mountainlovers.com); and

Use of text obtained from the [www.mountainlovers.com](http://www.mountainlovers.com) services is limited to a maximum of 250 words.

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### **3. User Submitted Content**

You are solely responsible for your conduct, and for any messages, notes, data, text, information, graphics, photos, audio and video clips, advertisements, listings, links, content posted on [www.mountainlovers.com](http://www.mountainlovers.com) Social Media properties and other content, in any form ("User Submitted Content") that you submit, upload, publish, post or display on or through [www.mountainlovers.com](http://www.mountainlovers.com) services. You may not post, transmit or share User Submitted Content on [www.mountainlovers.com](http://www.mountainlovers.com) services that you did not create or that you do not have permission to post. While Jackson County Chamber of Commerce has the right to monitor activity and content associated with [www.mountainlovers.com](http://www.mountainlovers.com) services, and may choose to prescreen or remove User Submitted Content, we are not obligated to do so. You acknowledge and agree that Jackson County Chamber of

Commerce may use certain automated filters and other tools to block spam and to categorize and arrange User Submitted Content on [www.mountainlovers.com](http://www.mountainlovers.com) services. While we respect and encourage free speech and discourse, we may, but will have no obligation to, remove or limit access to User Submitted Content originating from any User we believe in our sole discretion to be unlawful, fraudulent, threatening, libelous, defamatory, obscene or otherwise objectionable, or that infringes or violates any party's intellectual property or other proprietary rights or these Terms. Further, under no circumstances does Jackson County Chamber of Commerce have any obligation to verify the accuracy, timeliness or truthfulness of any User Submitted Content, nor to monitor any User on [www.mountainlovers.com](http://www.mountainlovers.com). You are responsible at your sole cost and expense for creating backup copies and replacing any User Submitted Content that you post or store on [www.mountainlovers.com](http://www.mountainlovers.com) services.

The [www.mountainlovers.com](http://www.mountainlovers.com) Services may include various forums, blogs and bulletin boards where you can post your observations and comments on designated topics. Jackson County Chamber of Commerce does not guarantee that other Users will not use ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, do not post it on [www.mountainlovers.com](http://www.mountainlovers.com) services. Jackson County Chamber of Commerce and Jackson County Chamber of Commerce affiliates are not responsible for Users misuse or misappropriation of any content or information that you post anywhere on [www.mountainlovers.com](http://www.mountainlovers.com) services.

You understand and agree that in using [www.mountainlovers.com](http://www.mountainlovers.com) services, you may be exposed to User Submitted Content that you find offensive, indecent and objectionable. You can contact us at: [julie@nc-mountains.com](mailto:julie@nc-mountains.com) or [kelly@nc-mountains.com](mailto:kelly@nc-mountains.com) to let us know of content that you find objectionable. We may investigate the complaints and violations of our policies that come to our attention and may take action that we believe is appropriate, including, but not limited to, issuing warnings, removing the content or terminating User accounts. However, because situations and interpretations vary, we also reserve the right not to take any action. Under no circumstances will Jackson County Chamber of Commerce be liable in any way for any User Submitted Content, including but not limited to errors or omissions in any User Submitted Content, or for any loss or damage of

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You understand that Jackson County Chamber of Commerce cannot and does not guarantee the identity of any other User with whom you interact in the course of using [www.mountainlovers.com](http://www.mountainlovers.com) services. Additionally, we cannot and do not guarantee the authenticity of any data or information that Users may provide about themselves or any other User Submitted

Content that is posted or otherwise made available on [www.mountainlovers.com](http://www.mountainlovers.com) services. You agree that you must evaluate, investigate and bare all risks associated with the use of any User Submitted Content, including reliance on the accuracy, completeness or integrity of such User Submitted Content.

You further understand and agree that [www.mountainlovers.com](http://www.mountainlovers.com) may preserve User Submitted Content, and may also disclose User Submitted Content, including personally identifiable information (notwithstanding the Privacy Policy), if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms or any other applicable agreement or policy; (c) respond to claims that any User Submitted Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of [www.mountainlovers.com](http://www.mountainlovers.com), its Users and the public. Without limiting the generality of the foregoing, Jackson County Chamber of Commerce may be required to disclose information pertaining to User Submitted Content to individuals asserting rights under the Digital Millennium Copyright Act, and you expressly authorize Jackson County Chamber of Commerce to comply with any and all lawful notices, subpoenas, court order or warrants without prior notice to you.

#### **4. User Conduct**

You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your User account. By using [www.mountainlovers.com](http://www.mountainlovers.com) services, you agree that you will not, and that you will not encourage, solicit, assist or enable any third party to:

Use [www.mountainlovers.com](http://www.mountainlovers.com) services for any unlawful purpose, including but not limited to conspiring to violate law

Upload, post, transmit or otherwise make available any content, or engage in communication, that is unlawful, fraudulent, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, sexually explicit, libelous, inappropriate, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or that you do not have a right to transmit under any law or under contractual or fiduciary relationships;

Create a false or misleading identity, including, but not limited to, impersonating a Jackson County Chamber of Commerce employee, or

falsely state or otherwise misrepresent your affiliation with a person or entity, for the purpose of misleading others as to the identity of the sender or the origin of a message or to harvest or otherwise collect information about others;

Transmit, email or post any content that contains any software viruses or similar programs including, but not limited to, Trojan horses, worms, time bombs, cancel-bots, spyware, malware, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

Use [www.mountainlovers.com](http://www.mountainlovers.com) services in any unlawful manner or in any other manner that could damage, disable, overburden or impair [www.mountainlovers.com](http://www.mountainlovers.com) services, including but not limited to interfere with or disrupt the [www.mountainlovers.com](http://www.mountainlovers.com) servers or networks connected to [www.mountainlovers.com](http://www.mountainlovers.com), or disobey any requirements, procedures, policies or regulations of networks connected to [www.mountainlovers.com](http://www.mountainlovers.com);

Attempt to gain unauthorized access to [www.mountainlovers.com](http://www.mountainlovers.com), User accounts, computer systems or networks connected to [www.mountainlovers.com](http://www.mountainlovers.com) services, through password mining or any other means;

Attempt to modify, adapt, translate, hack, decompile or reverse engineer any portion of [www.mountainlovers.com](http://www.mountainlovers.com) services;

Register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;

Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity; Use any robot, spider, site search/retrieval application, or other device to retrieve, scrape or index any portion of [www.mountainlovers.com](http://www.mountainlovers.com), except as expressly authorized by Jackson County Chamber of Commerce, provided that, unless otherwise determined by Jackson County Chamber of Commerce, the foregoing restrictions generally will not apply to automated processes used solely for indexing and hyperlink purposes by general purpose search engines or for indexing and archiving purposes by non-commercial public archives;

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Disseminate, upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of such solicitation;

Interfere with another User's use and enjoyment of [www.mountainlovers.com](http://www.mountainlovers.com) Services;

Harvest or collect email addresses or other contact information of Users, including usernames, from [www.mountainlovers.com](http://www.mountainlovers.com) services by electronic or other means;

Sell, lend, lease, trade, rent, barter, sublicense, assign, transfer, or grant rights in any manner to your User account or password, including, without limitation, on or through the use of any third party web site or service;

Take any steps to interfere with or in any manner compromise or circumvent any of [www.mountainlovers.com](http://www.mountainlovers.com)'s privacy or security measures;

Allow usage by others in such a way as to violate these Terms, the Privacy Policy or any other applicable agreements or policies in effect from time to time;

Use [www.mountainlovers.com](http://www.mountainlovers.com) services for any unauthorized purpose or in any manner not expressly permitted by the Terms.

## **5. Links to Third Party Websites and Third Party Transactions**

www.mountainlovers.com contain links to websites other than our own, including to vendors that offer their services (each a "Vendor") through www.mountainlovers.com. Jackson County Chamber of Commerce has no control over any third party sites or their content and does not assume responsibility or liability for any content, opinions, materials, or services available on them. Jackson County Chamber of Commerce does not control or endorse the content of any third party site, nor does Jackson County Chamber of Commerce warrant that a third party site will be free of computer viruses or other harmful code that can impact your computer or other Web-access device. If you decide to leave www.mountainlovers.com services and access a third party site or use or install any third party applications, software or content, you do so at your own risk and you should be aware that our Terms may no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any third party site to which you navigate from www.mountainlovers.com services, or relating to any applications from a third party site that you access through www.mountainlovers.com services. If you choose to enter into a transaction with a Vendor, including but not limited to a hotel booking with World Choice Travel, you should be aware that such transactions do not take place on www.mountainlovers.com and that Jackson County Chamber of Commerce is not responsible for the processing or security of such transactions.

## **6. Jackson County Chamber of Commerce Social Media**

Jackson County Chamber of Commerce has numerous accounts across social media platforms that are accessible on or through www.mountainlovers.com, as well as directly through the social media platforms themselves ("Jackson County Chamber of Commerce Social Media"). These social media platforms may have their own policies and procedures that govern your use. To the extent that a social media platform does not have its own policies and procedures in place or the policies and procedures do not address topics covered under these Terms, the Terms shall govern your use of all Jackson County Chamber of Commerce Social Media. Without limiting the foregoing, uploading, publishing, posting or displaying the following is expressly prohibited on all Jackson County Chamber of Commerce Social Media:

Unlawful, fraudulent, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, sexually explicit, libelous, inappropriate,

invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or material, or material that you do not have a right to transmit under any law or under contractual or fiduciary relationships;

- Flame messages, spam and trolling;
- Political or religious discourse;
- Intentionally false or misleading statements;
- An offer to sell or buy any product or service;
- Material that infringes on a third party's intellectual property rights, including copyright, trademark and other proprietary rights;
- Any content that contains in any form software viruses or such files or programs designed to interrupt, destroy or limit the functionality of www.mountainlovers.com services or damage any computer software or hardware or telecommunications equipment;
- Information that you know to be confidential or sensitive or otherwise in breach of the law; and
- Comments that are intended to or have the appearance of being intended to intimidate Jackson County Chamber of Commerce employees.

Jackson County Chamber of Commerce reserves the right, but does not have the obligation, to monitor Jackson County Chamber of Commerce Social Media and delete any postings that violate the permitted uses of Jackson County Chamber of Commerce Social Media as described in these Terms.

Jackson County Chamber of Commerce's use of social media does not confer and should not be construed to confer, by implication, estoppel or otherwise, any license or right under any copyright, trademark or other proprietary right to any material whatsoever that is owned or licensed by Jackson County Chamber of Commerce.

Jackson County Chamber of Commerce Social Media includes web pages within the following social media properties. The list of Jackson County Chamber of Commerce Social Media is not comprehensive and is subject to change from time to time:

- Facebook: [facebook.com/MountainLoversNC](https://www.facebook.com/MountainLoversNC)
- Twitter: [twitter.com/NC\\_Mountains](https://twitter.com/NC_Mountains)
- Instagram: [instagram.com/nc\\_mountains/](https://www.instagram.com/nc_mountains/)
- YouTube: [youtube.com/channel/UCH8zpHdyjcgCFFwI07Tqqng](https://www.youtube.com/channel/UCH8zpHdyjcgCFFwI07Tqqng)
- Pinterest: [pinterest.com/MountainsNC/outdoor-adventure/](https://www.pinterest.com/MountainsNC/outdoor-adventure/)

\* <https://www.facebook.com/HookLineAndDrinkerFestival/>

- \* <https://www.facebook.com/mountainlovers/>
- \* <https://www.facebook.com/nctroutcapital/>
- \* <https://www.facebook.com/WncFlyFishingTrail/>
- \* <https://www.facebook.com/ConcertsOnTheCreek/>

## **7. Third Party Website Links to [www.mountainlovers.com](http://www.mountainlovers.com) Sites**

Users are encouraged to link third party websites to [www.mountainlovers.com](http://www.mountainlovers.com) for purposes of promoting tourism in the Jackson County, NC region. Jackson County Chamber of Commerce does not control the content of third party sites and takes no responsibility for their content. It should not be implied that Jackson County Chamber of Commerce endorses or otherwise recommends such sites or the products or services offered or that Jackson County Chamber of Commerce has any control over these party links. We do not assume responsibility or liability for any content, opinions, materials, or services available on them. We encourage you to review the terms of use of any third party sites or services before utilizing their services. These Terms apply only to [www.mountainlovers.com](http://www.mountainlovers.com) services.

## **8. Passwords and Account Security**

We may make certain [www.mountainlovers.com](http://www.mountainlovers.com) Services accessible only to those Users that have created an account with us. If we do so, and if you create an account, you acknowledge that we will treat anyone who uses your account as "you." We will provide this User with all of the privileges that we provide to you, and we will hold you responsible for all activities that occur under your account with or without your knowledge. Therefore, we recommend that you maintain your user ID and password in confidence and that you refrain from disclosing this information to anyone. You agree to notify us immediately at: [julie@nc-mountains.com](mailto:julie@nc-mountains.com) or [kelly@nc-mountains.com](mailto:kelly@nc-mountains.com) of any unauthorized use of your password or account or any other breach of security.

## **9. Modification or Termination**

Jackson County Chamber of Commerce reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, [www.mountainlovers.com](http://www.mountainlovers.com) services (in whole or in part) with or without notice to you.

Jackson County Chamber of Commerce may terminate your account and may suspend or remove you from [www.mountainlovers.com](http://www.mountainlovers.com) services without prior notice for any reason or no reason whatsoever at our sole discretion. You agree that Jackson County Chamber of Commerce will not be liable to you or any third party for any modification, suspension or discontinuance of Jackson County Chamber of Commerce services.

## **10. Indemnification**

By accepting these Terms, you agree to indemnify and otherwise hold harmless Jackson County Chamber of Commerce, its directors, officers, employees, agents, subsidiaries, affiliates and other partners from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including reasonable attorney's fees) in connection with: (i) any claim due to or arising out of your violation of these Terms, including but not limited to a claim arising out of a breach of your representations or warranties made hereunder; (ii) your use of and access to [DiscoverJacksonNC.com](http://DiscoverJacksonNC.com); or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. Jackson County Chamber of Commerce reserves the right to assume, at its sole expense, the exclusive defense and control of any claim, action or other matter for which you are required to indemnify us, and all negotiations for settlement or compromise thereof, and you agree to fully cooperate with Jackson County Chamber of Commerce in the defense of any such claim, action, settlement or compromise negotiations, as requested by Jackson County Chamber of Commerce.

## **11. Disclaimers**

Any new feature, tool or information added to or that enhances [www.mountainlovers.com](http://www.mountainlovers.com) services will automatically become part of [www.mountainlovers.com](http://www.mountainlovers.com) services and will be subject to these Terms. In using [www.mountainlovers.com](http://www.mountainlovers.com) services, you acknowledge and agree that [www.mountainlovers.com](http://www.mountainlovers.com) services may also include third party advertisements and marketing tools. While [www.mountainlovers.com](http://www.mountainlovers.com) makes a reasonable effort to provide accurate and useful information to its Users, Jackson County Chamber of Commerce makes no warranties, representations or guaranties as to the accuracy, completeness of quality of any information on [DiscoverJacksonNC.com](http://DiscoverJacksonNC.com) or available through [www.mountainlovers.com](http://www.mountainlovers.com) services.

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE RELEASED PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Third party websites that are accessible through [www.mountainlovers.com](http://www.mountainlovers.com) services may provide warranties and applicable disclaimers in their terms of use and related documents. We encourage you to review their terms of use for more information on their warranties and applicable disclaimers.

## **12. Limitations on Liability**

IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF: (a)

WWW.MOUNTAINLOVERS.COM SERVICES OR YOUR ACCESS, USE OR INABILITY TO USE WWW.MOUNTAINLOVERS.COM; (b) ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM

FAILURE (INCLUDING LOSS PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF WWW.MOUNTAINLOVERS.COM SERVICES); © PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF WWW.MOUNTAINLOVERS.COM SERVICES, (d) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH WWW.MOUNTAINLOVERS.COM SERVICES BY ANY THIRD PARTY.

JACKSON COUNTY CHAMBER OF COMMERCE RESERVES THE RIGHT TO ALTER, REMOVE OR DISCONTINUE ANY PORTION OF WWW.MOUNTAINLOVERS.COM SERVICES OR THE CONTENT ON WWW.MOUNTAINLOVERS.COM OR TO SUSPEND OR TERMINATE YOUR USE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

THE FOREGOING LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH WWW.MOUNTAINLOVERS.COM SERVICES IS TO TERMINATE YOUR USER ACCOUNT AND CEASE USE OF WWW.MOUNTAINLOVERS.COM SERVICES AND WWW.MOUNTAINLOVERS.COM.

NOTWITHSTANDING ANY OTHER PROVISION OF THE TERMS, YOU AGREE THAT IN NO EVENT WILL JCTDA'S CUMULATIVE LIABILITY TO YOU FOR ANY ACTION OR CLAIM ARISING FROM OR RELATED TO WWW.MOUNTAINLOVERS.COM SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER THEORY OF LIABILITY, EXCEED \$100 US DOLLARS.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE RELEASED PARTIES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

### **13. Contact for Alleged Copyright Infringement**

If you believe that your work has been copied and posted on [www.mountainlovers.com](http://www.mountainlovers.com) or through [www.mountainlovers.com](http://www.mountainlovers.com) services in a way that constitutes copyright infringement, please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "DMCA") to respond to such concerns, with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on [www.mountainlovers.com](http://www.mountainlovers.com); your address, telephone number, and email address; a written 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; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Repeat infringers will have their User accounts terminated and may face legal action. Upon receipt of notice as described above, Jackson County Chamber of Commerce will take whatever action, in its sole discretion, it deems appropriate, which may include removal of the challenged content from [www.mountainlovers.com](http://www.mountainlovers.com), in accordance with applicable law.

### **14. Contests, Promotions or Games**

Jackson County Chamber of Commerce may, from time to time, announce contests, promotions or games available on or through [WWW.MOUNTAINLOVERS.COM](http://WWW.MOUNTAINLOVERS.COM) services ("WWW.MOUNTAINLOVERS.COM Contests"). You must meet any designated age and/or residency requirements to participate in any [WWW.MOUNTAINLOVERS.COM](http://WWW.MOUNTAINLOVERS.COM) Contests. Additional rules will be posted for [WWW.MOUNTAINLOVERS.COM](http://WWW.MOUNTAINLOVERS.COM) Contests on a case by case basis and are hereby incorporated into these Terms.

Rules and Restrictions: Open to legal residents of the USA, 18 or older. One prize awarded: VISA® Gift Card. Gift card restrictions may apply. Winner to be selected at random. Winner must supply delivery details (mailing address) in order to receive the prize. Jackson County Chamber of Commerce is not responsible for gift cards lost or delayed by mail. Void where prohibited. Additional restrictions may apply. Jackson County Chamber of Commerce reserves the right to make changes, cancel, or substitutions without notice. Subject to applicable laws. The amount of the

prize is subject to change without notice. Copyright © 2017 Jackson County Chamber of Commerce. All rights reserved.

### **15. Additional Terms for Certain Services**

Pressroom. The WWW.MOUNTAINLOVERS.COM Pressroom, which is available at WWW.MOUNTAINLOVERS.COM, contains press materials (press releases, fact sheets, photos, videos, etc.) that have been issued by Jackson County Chamber of Commerce (unless otherwise noted). The WWW.MOUNTAINLOVERS.COM Pressroom is intended for use by magazines, newspapers, broadcast media, by Internet news sites, and by other members of the media, as a resource to promote the Jackson County, NC region as a tourism destination. Any use of the WWW.MOUNTAINLOVERS.COM Pressroom is subject to these Terms. Without limiting the foregoing, third party use of the WWW.MOUNTAINLOVERS.COM Pressroom in connection with advertising or promotions, and in items or products offered for sale, without the express written authorization of Jackson County Chamber of Commerce is strictly prohibited.

Jackson County Chamber of Commerce reserves all rights to take vigorous legal action in the event of any unauthorized use of the WWW.MOUNTAINLOVERS.COM Pressroom and the content that is available therein.

Any use of WWW.MOUNTAINLOVERS.COM Pressroom content must include the following provision: "For more information about travel to Jackson County, NC, visit WWW.MOUNTAINLOVERS.COM." In addition, all photos must be accompanied by a photo credit.

If you have questions about whether your intended use of the WWW.MOUNTAINLOVERS.COM Pressroom is consistent with these Terms or wish to request permission to use the WWW.MOUNTAINLOVERS.COM Pressroom in a manner otherwise prohibited under these Terms, please contact us: [julie@nc-mountains.com](mailto:julie@nc-mountains.com) or [kelly@nc-mountains.com](mailto:kelly@nc-mountains.com). Requests may be granted or denied in Jackson County Chamber of Commerce 's sole discretion.

Note: While press releases are fact checked as of the date released, Jackson County Chamber of Commerce does not guarantee the accuracy of information contained in the press releases. You assume liability for your

use of and reliance upon any information obtained from the WWW.MOUNTAINLOVERS.COM Pressroom.

### **16. Children Under the Age of 13**

DiscoverJacksonNC.com services are not directed at children. Children under the age of 13 should not attempt to use or access WWW.MOUNTAINLOVERS.COM Services.

### **17. Privacy Policy**

These Terms must be read in conjunction with our Privacy Policy, and the provisions of our Privacy Policy are incorporated herein. For information on how information is collected, used or disclosed by us in connection with your use of WWW.MOUNTAINLOVERS.COM services, please consult our Privacy Policy at:[www.mountainlovers.com/privacy-policy/](http://www.mountainlovers.com/privacy-policy/).

### **18. Applicable Laws**

Jackson County Chamber of commerce makes no representation that materials on the Website are appropriate or available for use outside the United States, and access to them from territories where their content are illegal is prohibited. You may not use, export or re-export the WWW.MOUNTAINLOVERS.COM content or any copy or adaptation in violation of any applicable laws or regulations including, without limitation, U.S. export law and regulations. If you choose to access WWW.MOUNTAINLOVERS.COM services from outside the United States, you do so at your own initiative and are responsible for compliance with applicable local laws. The Terms and the Privacy Policy shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflicts of law rules. You and Jackson County Chamber of Commerce agree to submit to the personal and exclusive jurisdiction of state and federal courts located in Jackson County, NC.

### **19. Miscellaneous**

The section titles of the Terms are displayed for convenience only and have no legal or contractual effect. The failure of Jackson County Chamber of Commerce to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms or any incorporated documents are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should attempt to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and

effect. You agree that, except as otherwise expressly provided in these Terms, there will be no third-party beneficiaries to this agreement.

Jackson County Chamber of Commerce reserves the right to take any legal or technical remedies to prevent the violation of these Terms and to protect WWW.MOUNTAINLOVERS.COM services, Users, and the rights and property of Jackson County Chamber of Commerce and its affiliates.

We may assign our rights and delegate our obligations under these Terms, in whole or in part, at any time with or without notice to you. You may not assign any of your rights or delegate your obligations under these Terms to any other person. Any attempt by you to do so is void. You further understand and agree that your User account is non-transferable by you and any rights to your password or other contents of your User account terminate upon your death notwithstanding any applicable state or federal law.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of WWW.MOUNTAINLOVERS.COM services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **20. Changes to the Terms**

We reserve the right to update or modify these Terms at any time and without prior notice, by posting the revised version of the Terms on WWW.MOUNTAINLOVERS.COM. Please review our Terms periodically. We may provide you additional notice of modification as appropriate, either through email or an updated "date," on the Terms that we post on WWW.MOUNTAINLOVERS.COM services. Your continued use of the WWW.MOUNTAINLOVERS.COM Services after any modification of the Terms will constitute your acceptance of these modifications.

## **21. Contact Us**

Please send any questions, concerns or comments, or report violations of the Terms to us at [julie@nc-mountains.com](mailto:julie@nc-mountains.com) or [kelly@nc-mountains.com](mailto:kelly@nc-mountains.com).