

Terms and Conditions of Use Policy

INTRODUCTION

This Terms and Conditions of Use Policy ("Terms of Use") defines the policies of the Byron Center Chamber of Commerce, Inc., ("the Chamber") regarding its Website and/or the services which the Chamber provides to its members and to the community it serves.

TERMS AND CONDITIONS OF USE

The website of the Chamber and any other website owned and/or controlled by the Chamber (collectively, "the Website") are copyrighted works belonging to and operated by the Chamber, its affiliates, licensors, and subsidiaries (collectively, "The Chamber"). By accessing the Website, you indicate your acknowledgment and acceptance of these terms of use ("the Terms of Use"). These Terms of Use and the Website are subject to change by the Chamber at any time in its sole discretion, and your continued use of the Website following modification constitutes your agreement to be bound by these Terms of Use. If you do not wish to be bound by these Terms of Use, you may not access or use the Website.

All materials, trademarks, service marks, logos and all other content on the Website ("the Content") are the exclusive property of the Chamber, which expressly denies the right of use by any other party for any purpose without the express written permission of the Chamber.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The Website and the Content and all Chamber services (collectively "the Services") are provided by The Chamber on an "as is" and "as available" basis. The Chamber may make changes or improvements to the Services and/or the functionality of the Website at any time without prior notice to you. The Chamber does not warrant that the Services will be available at any particular time or location or that the Website is free of viruses or other harmful components. The Chamber makes no representations about the technical accuracy or functionality of the Website or that the Content is accurate, error-free or up-to-date. The Chamber makes no representations or warranties of any kind, express or implied, including, but not limited to, fitness for a particular purpose, title, or non-infringement of third party rights or intellectual property

The Chamber makes no warranties that your use of the Content will not infringe on the rights of others and assumes no liability or responsibility for errors or omissions in such Content. You expressly agree that your use of this Website is at your sole risk. You, and not The Chamber, assume the entire cost of all necessary servicing, repair or correction in the event of any loss or damage arising out of your use of this Website or the Content. Additional terms and conditions applicable to the Services are available upon purchase of such services, or upon request.

In no event shall the Chamber be liable for any direct, indirect, incidental, special, punitive or consequential damages of any kind, including, without limitation, those resulting from loss of use, data, or profits, whether or not the Chamber has been advised of the possibility of damages, on any theory of liability, arising out of or in connection with access to, use or performance of the Website, failure of the Website to operate, any Content or the Services and/or other information provided in connection with the Services. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Your acceptance

Terms and Conditions of Use Policy

of this limitation of liability is an essential term of this agreement and you acknowledge that the Chamber would not grant access to the Website without your agreement to this term. Some jurisdictions do not allow the limitation or exclusion of liability for consequential or incidental damages so the above limitation or exclusion may not apply to you.

GOVERNING LAW

These Terms of Use shall be governed, construed, and enforced in accordance with the laws of the State of Michigan without reference to conflicts of law principles. The parties agree that the exclusive jurisdiction of any actions arising out of, relating to, or in any way connected with, these Terms of Use, shall be in the state or federal courts, as applicable, located in the County of Kent, Michigan.

CUSTOMER SERVICE

Questions or comments regarding the Website and/or the Services may be submitted to info@byroncenterchamber.org.