

Site Terms

Belle Isle Conservancy ("BIC")

Web Site Terms and Conditions

DATE OF LAST REVISION: Nov. 23, 2016

PLEASE READ THESE TERMS AND CONDITIONS ("SITE TERMS") CAREFULLY BEFORE USING THIS WEB SITE. BY USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THIS SITE.

These Site Terms apply exclusively to your access to, and use of, the BIC website www.belleisleconservancy.org, to all associated subdomains, online services, and mobile applications, and to those sites listed in the paragraph below labeled "Additional Websites Subject to Site Terms" (collectively, the "Site"). These Site Terms do not alter in any way the terms or conditions of any other agreement you may have with BIC. If you are using the Site on behalf of any entity, you represent and warrant that you are authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify you and BIC violations of these Site Terms.

BIC reserves the right to change or modify any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Site. Your continued use of the Site following the posting of changes or modifications will constitute your acceptance of such changes or modifications. Therefore, you should frequently review the Site Terms and applicable policies from time to time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must stop using the Site.

General

BIC controls and operates this Site from the United States. BIC makes no representation that materials in this Site are appropriate or available for use in other locations, and access to this Site from territories where its contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

Privacy Policy

Please refer to our [Privacy Policy](#) for information on how BIC collects, uses and discloses personally identifiable information from its users.

Copyright and Limited License

Unless otherwise indicated in the Site, the Site and all content and other materials on the Site, including, without limitation all trademarks, service marks, designs, texts, graphics, pictures, information, data, software, methods, inventions, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of BIC or the BIC network, licensors, or users and are protected by U.S. and international copyright, trademark, and other intellectual property laws. Permission is granted to access and use the Site and to display, copy, print and download the Site Materials for personal, non-commercial use only, in accordance

with these Site Terms and the other rules and restrictions contained in the Site, provided you do not modify the Site Materials and that you retain all copyright, trademark, and other proprietary notices contained in the materials. In addition, you agree that such permission does not include: (a) any commercial use or any resale or redistribution of the Site or the Site Materials therein; (b) the collection and use of any product listings, pictures or descriptions; (c) the distribution, public performance or public display of any Site Materials, (d) making any derivative uses of the Site and the Site Materials, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained therein, except as expressly permitted on the Site; or (g) any use of the Site or the Site Materials other than for its intended purpose. The permission granted herein is revocable at any time, with or without cause. Except as expressly stated herein, none of the Site Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted, transmitted or otherwise used in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of BIC or the copyright owner. The permission given to you terminates automatically if you breach any of the Terms and Conditions. Upon termination, you must immediately destroy any downloaded and printed materials. You also may not, without BIC's permission, "mirror" any material contained on this Site on any other server. Any unauthorized use of any material contained on this Site may violate applicable law (including copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes).

Repeat Infringer Policy

BIC respects the intellectual property of others, and we ask our users to do the same. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, BIC has adopted a policy of terminating, in appropriate circumstances and at its sole discretion, the account of any users who are deemed to be repeat infringers. BIC may also at its sole discretion limit access to this Site and/or terminate the accounts of any users who infringe the intellectual property rights of others (regardless of whether there is any repeat infringement).

Copyright Complaints

If you believe in good faith that your copyrighted work has been reproduced on our site without authorization in a way that constitutes copyright infringement, please provide BIC's copyright agent, at the address provided below, the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on this site;
4. your address, telephone number, and email address;
5. 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; and

6. 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.

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Site, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to a user's address in our records.

Sites Linking to This Site

If you would like to link another Web site to this Site, you may only do so if you obtain BIC's prior permission.. Such link may not suggest or imply BIC's endorsement or approval of any product, position, entity, or individual, or portray BIC in a false, misleading, derogatory or otherwise defamatory manner, and the linking site may not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. Any right to link may be revoked at any time. You may not use the BIC logo or other proprietary graphic of BIC to link to the Site without the express written permission of BIC. Further, you may not frame or provide inline links to the Site without BIC's express written consent.

Disclaimer

YOUR USE OF THIS SITE, THE SITE MATERIALS AND THE SERVICES PROVIDED ON OR THROUGH THE SITE (THE "SERVICES") IS AT YOUR OWN RISK AND ARE PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND. BIC DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SITE MATERIALS OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. BIC IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS. REFERENCE TO ANY PRODUCTS, SERVICES, PROGRAMS OR OTHER INFORMATION, BY TRADE NAME, TRADEMARK, MANUFACTURER, SUPPLIER OR OTHERWISE DOES NOT CONSTITUTE OR IMPLY ENDORSEMENT, SPONSORSHIP OR RECOMMENDATION THEREOF, OR ANY AFFILIATION THEREWITH, BY BIC. TO THE FULLEST EXTENT ALLOWED BY THE LAW, BIC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS AND FITNESS FOR PARTICULAR PURPOSE.

Registration Data; Account Security

In consideration of your use of the Site, if you create any account on the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to BIC, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to BIC.

Limitation of Liability

IN NO EVENT SHALL BIC, ANY OTHER PARTY (WHETHER OR NOT INVOLVED IN CREATING, PRODUCING, MAINTAINING OR DELIVERING THE SITE), AND/OR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS OF ANY OF THEM, BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF INCOME, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE, THE SERVICES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM BIC, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO BIC'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BIC, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE SITE EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO BIC FOR ACCESS TO OR USE OF THE SITE.

Indemnity

You agree to defend, indemnify and hold BIC, and its affiliates, independent contractors, service providers, suppliers, licensors and consultants, and their respective its officers, directors, employees, and agents (the "Indemnified Parties"), harmless from and against any claims, damages, costs, actions, demands, liabilities, and settlements and expenses (including without limitation, reasonable attorneys' fees) arising out of or related to your violation of these Terms and Conditions, any User Content you post, store or otherwise transmit on or through the Site, or your use of or inability to use the Site, including without limitation any actual or threatened suit, demand or claim made against the Indemnified Parties, arising out of or relating to the Content, your conduct, or your violation of the rights of any third party.

Severability/Waiver

If any provision of these Site Terms is deemed unlawful, void or for any reason unenforceable, then such provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions. No waiver of any of these Site Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Governing Law and Jurisdiction

These Site Terms and your use of the Site are governed and construed in accordance with the laws of the State of Michigan, applicable to agreements made and to be entirely performed in the state of Michigan, without resort to its conflict of law provisions. You agree that any action at law or in equity arising or in any way relating to these Site Terms shall be filed only in the state and federal courts located in the State of Michigan and you hereby irrevocably and unconditionally consent and

submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms.

Questions & Contact Information

Thank you for your cooperation. Questions or comments regarding the Site should be directed by electronic mail to info@belleisleconservancy.org