

Your Acceptance

By using or visiting the *MidMichigan Seconds* website or any *MidMichigan Seconds* software, data feeds, and services provided to you on, from, or through the *MidMichigan Seconds* website you signify your agreement to (1) these Terms and Conditions, (2) *MidMichigan Seconds* Privacy Policy. **These Terms and Conditions affect your legal rights and obligations. If you do not agree to be bound by all of these Terms and Conditions or Privacy Policy, do not access or use the website or its services.**

MidMichigan Seconds may, in its sole discretion, modify or revise these Terms and Conditions and Privacy Policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms and Conditions shall be deemed to confer any third-party rights or benefits. Therefore, you should periodically review the most up-to-date version.

Service

These Terms of Service apply to all users of the website *MidMichigan Seconds*, including users who are also contributors of content on this website. "Content" includes the text, software, graphics, photos, sounds, videos, audiovisual combinations, URL, interactive features, hyperlinks and other materials you may view on, access through, or contribute to the website. The website includes all aspects of *MidMichigan Seconds*, including but not limited to all products, software and services offered via the *MidMichigan Seconds* website.

The website may contain links to third party websites that are not owned or controlled by *MidMichigan Seconds*. *MidMichigan Seconds* has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, *MidMichigan Seconds* will not and cannot censor or edit the content of any third-party site. By using the website or its services, you expressly relieve, indemnify and hold *MidMichigan Seconds* harmless from any and all liability arising from or related to the content of your pictures and your use of any third-party website.

Accordingly, we encourage you to be aware when you leave the website or its services and to read the Terms and Conditions and Privacy Policy of each other website that you visit.

Terms of a contract, Terms and Conditions, Privacy Policy, all other information, all communication, the website and all invoices will be in the language English.

Basic Terms

1. You must be at least 18 years old to use the website or its services.
2. You may not post or link to violent, nude, partially nude, obscene, offensive, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other inappropriate content via the website. *MidMichigan Seconds* holds the right to decide that the uploaded content (picture, the URL and the content behind the URL) is inappropriate, without a need for explanation or justification, without notice, at any time, and without liability to you.
3. If your picture and link is accepted and you later change the content of the linked site to one of the stated reasons under 2. of the Basic Terms your content will be removed and you will not get any refund.

4. You must not upload the same picture or photo for more than 5 consecutive seconds, regardless of the upload time and regardless of the bought seconds. *MidMichigan Seconds* reserves the right to make exceptions for any reason, without a need for explanation or justification, without notice, at any time, and without liability to you.
5. *MidMichigan Seconds* may deny the upload of the same picture or photo for overall more than 100 seconds.
6. You must not upload the same pictures as the predefined sample pictures of *MidMichigan Seconds*. You must not upload pictures with *MidMichigan Seconds* logo or specific patterns used on this website.
7. We reserve the right to limit the uploaded pictures per user or per day for any reason, without a need for explanation or justification, without notice, at any time, and without liability to you.
8. Pictures must be uploaded in JPEG, JPG, PNG or GIF format.
9. You cannot change any uploaded data once the content (e.g. image and/or link) and your data is uploaded it will not be changed anymore.
10. When you “purchase” seconds of *MidMichigan Seconds* you will not “own” any part of the homepage or the website, but rather you are granted the right to submit an image and link per second which will then be displayed on the homepage in the respective timeslot you have paid for.
11. You are responsible for any activity that occurs through your registration. With the exception of people or businesses that are expressly authorized to register on behalf of their employers or clients, *MidMichigan Seconds* prohibits the registration for other persons. You agree that you will not register for anyone other than yourself. You also represent that all information you provide or provided to *MidMichigan Seconds* upon registration and at all other times will be true, accurate, current and complete. Otherwise you expressly relieve, indemnify and hold *MidMichigan Seconds* harmless from any and all liability arising from or caused by this information.
12. You may not use the website or its services for any illegal, inappropriate or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the website or its services and your content, including but not limited to, copyright laws.
13. You are solely responsible for your conduct and any data, text, files, information, images, graphics, photos, audio and video clips, sounds, works of authorship, links and other content or materials (collectively named content) that you submit, post, upload or display on or via the website.
14. You must not change, modify, adapt or alter the website or its services or change, modify or alter another website so as to falsely imply that it is associated with the website or *MidMichigan Seconds*.
15. You must not interfere or disrupt the website or its services or servers or networks connected to the website or its services, including but not limited to, by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You must not inject

content or code or otherwise alter or interfere with the way any *MidMichigan Seconds* page is rendered or displayed in a user's browser or device. You must not alter the website and its services or its program or source code in any way.

16. You must not register with the website or its services through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
17. You must not attempt to restrict another user from using or enjoying the website or its services and you must not encourage or facilitate violations of these Terms and Conditions or any other *MidMichigan Seconds* terms.
18. Violation of these Terms and Conditions may, in *MidMichigan Seconds* sole discretion, result in termination of your uploaded content. You understand and agree that *MidMichigan Seconds* cannot and will not be responsible for the content posted on the website or its services and you use the website or its services at your own risk. If you violate the letter or spirit of these Terms and Conditions, or otherwise create risk or possible legal exposure for *MidMichigan Seconds*, we can stop providing all or part of the website or its services to you and claim damages if incurred. All benefits you may have from a breach of these Terms and Conditions or the amount in money corresponding to the value of these benefits must be transferred to *MidMichigan Seconds*.

General Conditions

1. We reserve the right to modify or terminate the website, including your content or the display of your content, or your access to the website for any reason, without notice, at any time, and without liability to you.
2. Upon termination, all licenses and other rights granted to you in these Terms and Conditions will immediately cease.
3. We reserve the right, in our sole discretion, to change these Terms and Conditions from time to time. You agree that we may notify you of the updated terms by posting them into the Terms and Conditions, and that your use of the website after the effective date of the updated terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the updated terms. Therefore, you should review these Terms and Conditions and any updated terms before using the website or its services. The updated terms will be effective as of the time of posting, or such later date as may be specified in the updated terms, and will apply to your use of the website or its services from that point forward. These Terms and Conditions will govern any disputes arising before the effective date of the updated terms.
4. We reserve the right to refuse access to the website to anyone for any reason at any time.
5. We may, but have no obligation to, remove, edit, block, and/or monitor content that we determine in our sole discretion violates these Terms and Conditions.
6. We reserve the right to remove political or controversial materials.
7. There may be links from the website, or from communications you receive from the website, to third-party websites or features. There may also be links to third-party websites or features and/or links in images or text within the website. The website may also include third-party content that we do not control, maintain or endorse. Functionality of the website may also

permit interactions between the website and a third-party website or feature, including applications that connect the website or your uploaded data on the website with a third-party website or feature. *MidMichigan Seconds* does not control any of these third-party websites or any of their content. You expressly acknowledge and agree that *MidMichigan Seconds* is in no way responsible or liable for any such third-party websites or features or any of their content. Your correspondence and business dealings with third parties found through the website are solely between you and the third party. You may choose, at your sole and absolute discretion and risk, to use applications that connect the website or your uploaded data on the website with a third-party website (each named application) and such application may interact with, connect to or gather and/or pull information from and to your uploaded data. By using such applications, you acknowledge and agree to the following: (i) if you use an application to share information, you are consenting to information about your uploaded data on the website being shared; (ii) your use of an application may cause personally identifying information to be publicly disclosed and/or associated with you, even if *MidMichigan Seconds* has not itself provided such information; and (iii) your use of an application is at your own option and risk, and you will hold the *MidMichigan Seconds* parties harmless for activity related to the application.

8. You agree that you are responsible for all data charges you incur through use of the website.
9. We prohibit crawling, scraping, caching or otherwise accessing any content on the website via automated means, including but not limited to, user data and pictures (except as may be the result of standard search engine protocols or technologies used by a search engine with *MidMichigan Seconds* express consent).

Rights

1. *MidMichigan Seconds* does not claim ownership of any content that you post on or through the website. Instead, you hereby grant to *MidMichigan Seconds* a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the content that you post on or through the website, subject to the website's Privacy Policy, including but not limited to sections 2 ("How we use the collected information"), 3 ("How we share your information ") and 4 ("How we store your information "). You hereby grant *MidMichigan Seconds* the right to publish, distribute, edit, send, present, use, store, display, reproduce, modify, create derivative works, perform, copy the uploaded content including but not limited to pictures and URLs. You cannot choose who can view your content, including your photos and URL, as described in the Privacy Policy. Instead your content, including but not limited to your pictures and URL, will be displayed publicly, will be viewable worldwide and hence can be published, distributed, edited, sent, presented, used, stored, displayed, reproduced, modified, derivative works created, performed and copied from other users as well.
2. Some of the website may be supported by advertising revenue and may display advertisements and promotions, and you hereby agree that *MidMichigan Seconds* may place such advertising and promotions on the website (e.g. next to your content). The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.
3. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.

4. You represent and warrant that: (i) you own the content posted by you on or through the website or otherwise have the right to grant the rights and licenses set forth in these Terms and Conditions; (ii) the posting and use of your content on or through the website does not violate, misappropriate or infringe on the rights of any third party, including but not restricted to, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of content you post on or through the website; and (iv) you have the legal right and capacity to enter into these Terms and Conditions in your jurisdiction.
5. You may not be copied, imitated or used, in whole or in part, without the prior written permission of *MidMichigan Seconds*. In addition, all page headers, custom graphics, button icons and scripts may not be copied, imitated or used, in whole or in part, without prior written permission from *MidMichigan Seconds*.
6. Although it is *MidMichigan Seconds* intention for the website to be available as much as possible, there will be occasions when the website may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. You acknowledge and agree that *MidMichigan Seconds* is not liable for any of these interruptions. Also, *MidMichigan Seconds* reserves the right to remove any content from the website for any reason, without prior notice. Content removed from the website may continue to be stored by *MidMichigan Seconds*, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, *MidMichigan Seconds* encourages you to maintain your own backup of your content. In other words, *MidMichigan Seconds* is not a backup service and you agree that you will not rely on the website for the purposes of content backup or storage. *MidMichigan Seconds* will not be liable to you for any modification, suspension, or discontinuation of the websites, or the loss of any content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of content or other information may not be secure.
7. You agree that *MidMichigan Seconds* is not responsible for, and does not endorse, content uploaded within the website. *MidMichigan Seconds* does not have any obligation to prescreen, monitor, edit, or remove any content. If your content violates these Terms and Conditions, you may bear legal responsibility for that content.
8. Except as otherwise described in the website's Privacy Policy between you and *MidMichigan Seconds*, any content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of content. You acknowledge and agree that your relationship with *MidMichigan Seconds* is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any content does not place *MidMichigan Seconds* in a position that is any different from the position held by members of the general public, including with regard to your content. None of your content will be subject to any obligation of confidence on the part of *MidMichigan Seconds*, and *MidMichigan Seconds* will not be liable for any use or disclosure of any content you provide.
9. It is *MidMichigan Seconds* policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing

independently. Accordingly, *MidMichigan Seconds* does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If, despite our policy, you choose to send us content, information, ideas, suggestions, or other materials, you further agree that *MidMichigan Seconds* is free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

Disclaimer of Warranties

The service, including, without limitation, *MidMichigan Seconds* content, is provided on an "as is", "as available" and "with all faults" basis. To the fullest extent permissible by law, neither *MidMichigan Seconds* nor any of their employees, owners, managers, officers or agents make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to: (i) the website or its services; (ii) the *MidMichigan Seconds* content; (iii) user content; or (iv) security associated with the transmission of information to *MidMichigan Seconds* or via the website. In addition, the *MidMichigan Seconds* parties hereby disclaim all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus.

The *MidMichigan Seconds* parties do not represent or warrant that the website or its services will be error-free or uninterrupted; that defects will be corrected; or that the website or its services or the server that makes the website or its services available is free from any harmful components, including, without limitation, viruses. The *MidMichigan Seconds* parties do not make any representations or warranties that the information (including any instructions) on the service is accurate, complete, or useful. You acknowledge that your use of the website or its services is at your sole risk. The *MidMichigan Seconds* parties do not warrant that your use of the website or its services is lawful in any particular jurisdiction, and the *MidMichigan Seconds* parties specifically disclaim such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you to the extent such jurisdiction's law is applicable to you and these Terms and Conditions.

By accessing or using the website and its services you represent and warrant that your activities are lawful in every jurisdiction where you access or use the website and its services.

The *MidMichigan Seconds* parties do not endorse content and specifically disclaim any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any content.

Limitation of Liability; Waiver

Under no circumstances will the *MidMichigan Seconds* parties be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to: (i) the website or its services; (ii) the *MidMichigan Seconds* content; (iii) user content; (iv) your use of, inability to use, or the performance of the website or its services; (v) any action taken in connection with an investigation by the *MidMichigan Seconds* parties or law enforcement authorities regarding your or any other party's

use of the website or its services; (vi) any action taken in connection with copyright or other intellectual property owners; (vii) any errors or omissions in the website's or its services 's operation; or (viii) any damage to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if the *MidMichigan Seconds* parties have been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability or tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the website or its services). In no event will the *MidMichigan Seconds* parties be liable to you or anyone else for loss, damage or injury, including, without limitation, death or personal injury.

You agree that in the event you incur any damages, losses or injuries that arise out of *MidMichigan Seconds* acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any web site, service, property, product or other content owned or controlled by the *MidMichigan Seconds* parties, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any website, property, product, service, or other content owned or controlled by the *MidMichigan Seconds* parties.

By accessing the website or its services, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected.

MidMichigan Seconds is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, owners, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

Indemnification

You (and also any third party for whom you operate on the website or its services) agree to defend (at *MidMichigan Seconds* request), indemnify and hold the *MidMichigan Seconds* parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the website or its services or those conducted on your behalf): (i) your content, your registration or your access to or use of the website and its services; (ii) your breach or alleged breach of these Terms and Conditions; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by *MidMichigan Seconds* in the defense of any claim. *MidMichigan Seconds* reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of *MidMichigan Seconds*.

Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with *MidMichigan Seconds* must be filed within reasonable time, but at the latest one year after such claim arose; otherwise, your claim is permanently barred.

Entire Agreement

If you are using the website or its services on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity. These Terms and Conditions constitute the entire agreement between you and *MidMichigan Seconds* and govern your use of the website or its services, superseding any prior agreements between you and *MidMichigan Seconds*. You will not assign the Terms and Conditions or assign any rights or delegate any obligations here under, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of *MidMichigan Seconds*. Any purported assignment or delegation by you without the appropriate prior written consent of *MidMichigan Seconds* will be null and void. *MidMichigan Seconds* may assign these Terms and Conditions or any rights here under without your consent. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms and Conditions remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify the Terms and Conditions. These Terms and Conditions do not confer any third-party beneficiary rights.

Territorial Restrictions

The information provided within the website or its services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject *MidMichigan Seconds* to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the website or its services or any portion of the website or its services, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that *MidMichigan Seconds* provides.

The effective date of these Terms and Conditions in version 1.0 is January 01, 2020. These Terms and Conditions were written in English. To the extent any translated version of these Terms and Conditions conflicts with the English version, the English version controls.