

AGREEMENT BETWEEN USER AND Bennington Township

The Bennington Township Web Site is comprised of various Web pages operated by Bennington Township.

The Bennington Township Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Bennington Township Web Site constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

Bennington Township reserves the right to change the terms, conditions, and notices under which the Bennington Township Web Site is offered, including but not limited to the charges associated with the use of the Bennington Township Web Site.

LINKS TO THIRD PARTY SITES

The Bennington Township Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of Bennington Township and Bennington Township is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Bennington Township is not responsible for web casting or any other form of transmission received from any Linked Site. Bennington Township is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Bennington Township of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Bennington Township Web Site, you warrant to Bennington Township that you will not use the Bennington Township Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Bennington Township Web Site in any manner which could damage, disable, overburden, or impair the Bennington Township Web Site or interfere with any other party's use and enjoyment of the Bennington Township Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Bennington Township Web Site.

USE OF COMMUNICATION SERVICES

The Bennington Township Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send, and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Violate any applicable laws or regulations.

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Bennington Township reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Bennington Township's sole discretion. Bennington Township is a Michigan municipal corporation.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Bennington Township does not control or endorse the content, messages or information found in any Communication Service and, therefore, Bennington Township specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Bennington Township spokespersons, and their views do not necessarily reflect those of Bennington Township.

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By posting, uploading, inputting, providing or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

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WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BENNINGTON TOWNSHIP OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE BENNINGTON TOWNSHIP WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE BENNINGTON TOWNSHIP WEB SITE.

TERMINATION/ACCESS RESTRICTION

Bennington Township reserves the right, in its sole discretion, to terminate your access to the Bennington Township Web Site and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Michigan, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Shiawassee County, Michigan, U.S.A. in all disputes arising out of or relating to the use of the Bennington Township Web Site. Use of the Bennington Township Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Bennington Township as a result of this agreement or use of the Bennington Township Web Site. Bennington Township's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Bennington Township's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Bennington Township Web Site or information provided to or gathered by Bennington Township with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Bennington Township with respect to the Bennington Township Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Bennington Township with respect to the Bennington Township Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

TRADEMARKS

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The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

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