# Mideastern Michigan Library Cooperative

# Terms of Use Policy

## Acceptance of the Terms and Conditions

This Terms of Use Agreement (this "Agreement"), is entered into between you and Mideastern Michigan Library Cooperative ("We" or "Us") and states the terms and conditions under which you may access and use https://mmlc.info, including any content, functionality, and services offered on or through https://mmlc.info (the "Site"), whether as a guest or a registered user.

Please read this Agreement carefully. This Site contains information relating to Mideastern Michigan Library Cooperative, the Site, and other matters in the form of text, graphics, news, reports, and other materials (tangible or intangible) ("Content").

By accessing, browsing and/or using this Site you acknowledge that you have read, understood, and agree to be legally bound and abide by this Agreement and our Privacy Policy, found at [https://mmlc.info/privacy] ("Privacy Policy"), and incorporated herein by reference. If you do not want to agree to this Agreement or the Privacy Policy (and therefore do not agree to be bound by this Agreement or the Privacy Policy), you must not access or use this Site.

This Site is offered and available to users who are 18 years of age or older. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Cooperative and meet all of the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Site.

## Changes to this Agreement

We reserve the right to revise and update this Agreement at any time and in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Site.

Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Site, so you are aware of any changes, as they are binding on you.

## Accessing the Site and Account Security

We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. You are responsible for both (1) making all arrangements necessary for you to have access to the Site, and (2)

ensuring that all persons who access the Site through your internet connection are aware of this Agreement and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by the Privacy Policy, and you consent to all actions We take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password, or other security information. You agree to notify Us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others cannot view or record your password or other personal information.
We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by Us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement.

## Intellectual Property Rights and Restrictions on Use of Content

You acknowledge that this Site contains Content that is protected by copyrights, trademarks, service marks, trade secrets, patents, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain the property of the Mideastern Michigan Library Cooperative or any other party (each a "Contributor") who has been involved in the preparation or publication of the Content. You shall at no time assert any claims of ownership over any content by reason of your use of or any right to use this Site and shall not grant or create or suffer to exist any lien or other security interest arising therefrom. You agree to comply with all copyright and trademark laws, and you shall not encumber any interest in, or assert any rights to, the

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Use of content, images, designs, or logos from the Site on or for another website or on a networked computer environment is prohibited, except as permitted under the Linking Policy, or if the Mideastern Michigan Library Cooperative gives you prior written permission.

## Prohibited Uses

You may use the Site only for lawful purposes and in accordance with this Agreement and the Privacy Policy. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any Content in a way that does not comply with this Agreement.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Us, our employee or agent, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by Us, may harm Us or users of the Site, or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.

- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in this Agreement, without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Site. Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack. Otherwise attempt to interfere with the proper working of the Site.
- We do not promise that the Site or any Content, service, or feature of the website will be error- free or uninterrupted. Information is provided on an "as is" and "as available" basis.

## Reliance on Information Posted

Although We may update the content on this Site from time to time, the Content is not necessarily complete or up to date. Any of the Content on the Site may be out of date at any given time, and We are under no obligation to update such Content.

The information presented on or through the Site is made available solely for general information purposes. We do not guarantee the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

## Links from the Site

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## Disclaimer of Warranties

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If you cannot fully access the information on any web page of this site, please contact Us and let Us know the accessibility issue you are having. We will try to provide the information to you in an alternate format or make the necessary improvements to make the information accessible.

## Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES OR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED
THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND

WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Your sole and exclusive remedy for dissatisfaction with this site is to stop using this site.

## Indemnification

You agree to defend, indemnify and hold harmless Mideastern Michigan Library Cooperative, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement or your use of the Site, including, but not limited to, your use of the Site's content, services and products other than as expressly authorized in this Agreement, or your use of any information obtained from the Site.

## Mideastern Michigan Library Cooperative's Compliance with Federal Law

The Mideastern Michigan Library Cooperative complies with all federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, sex, disability or age in its programs or activities.

## Governing Law and Jurisdiction

All matters relating to the Site and this Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, this Agreement or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan, in each case County of Genesee, although We retain the right to bring any suit, action or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## Arbitration

At our sole discretion, we may require you to submit any disputes arising from this Agreement or use of the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Michigan law.

## Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## Waiver and Severability

No waiver by Us of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Us to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## Entire Agreement

This Agreement and our Privacy Policy constitute the sole and entire agreement between you and Mideastern Michigan Library Cooperative with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Site.

## Your Comments and Concerns

All notices, feedback, comments, requests for technical support and other communications relating to the Site should be directed to the Mideastern Michigan Library Cooperative Director.

## Contact Information

To ask questions or comment about the terms of use and our privacy practices, or to register a complaint or concern, please contact the Mideastern Michigan Library Cooperative Director.

Adopted: September 2023
**Reaffirmed: September 10, 2026**