

# TERMS OF USE FOR WEBSITE(S)

[www.shelbyville-ky.com](http://www.shelbyville-ky.com), [www.shelbycounty-ky.com](http://www.shelbycounty-ky.com), [www.usa-ky.com](http://www.usa-ky.com), [www.middleton-ky.com](http://www.middleton-ky.com), [www.franklincounty-ky.com](http://www.franklincounty-ky.com), and all other website(s) design by us, accessible URL's which result in access to the Online Business Directory network of services.

This agreement was last updated on: January 29, 2008

## ACCEPTANCE OF TERMS

Welcome to Shelby County Online Business Directory., Shelby County Online Business Directory provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you.

## DESCRIPTION OF SERVICE

Shelby County Online Business Directory currently provides users with access to a collection of resources, including, information, various communications tools, forums, shopping services, search services, and branded programming through its network of properties (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Shelby County Online Business Directory to provide the Service. Unless explicitly stated otherwise, any new features those augment or enhance the current Service, including the release of new Shelby County Online Business Directory properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Shelby County Online Business Directory assumes no responsibility for errors, timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

## YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Shelby County Online Business Directory has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Shelby County Online Business Directory has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

## SHELBY COUNTY ONLINE BUSINESS DIRECTORY PRIVACY POLICY

Shelby County Online Business Directory does not rent, sell, or share personal information about you with other people or nonaffiliated companies. You acknowledge that Shelby County Online Business Directory may or may not pre-screen Content, but that Shelby County Online Business Directory and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, Shelby County Online Business Directory and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Shelby County Online Business Directory or submitted to Shelby County Online Business Directory, including without limitation information in Shelby County Online Business Directory Message Boards, and in all other parts of the Service.

### **CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE**

By submitting or posting content on any area of Shelby County Online Business Directory, you automatically grant as well as represent and warrant that you have the right to grant to Shelby County Online Business Directory an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content. Shelby County Online Business Directory has the right to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

### **INDEMNITY**

You agree to indemnify and hold Shelby County Online Business Directory, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

### **MODIFICATIONS TO SERVICE**

Shelby County Online Business Directory reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Shelby County Online Business Directory shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

### **DEALINGS WITH ADVERTISERS**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Shelby County Online Business Directory shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

### **LINKS**

The Service may provide, or third parties may provide, links to other [World Wide Web](#) sites or resources. Because Shelby County Online Business Directory has no control over such sites and resources, you acknowledge and agree that Shelby County Online Business Directory is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Shelby County Online Business Directory shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

### **SHELBY COUNTY ONLINE BUSINESS DIRECTORY PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Shelby County Online Business Directory or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Shelby County Online Business Directory grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Shelby County Online Business Directory for use in accessing the Service.

## **DISCLAIMER OF WARRANTIES**

You expressly understand and agree that: your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Shelby County Online Business Directory expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Shelby County Online Business Directory makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the software will be corrected. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Shelby County Online Business Directory or through or from the service shall create any warranty not expressly stated in the tos. A small percentage of users may experience epileptic seizures when exposed to certain light patterns or backgrounds on a computer screen or while using the service. Certain conditions may induce previously undetected epileptic symptoms even in users who have no history of prior seizures or epilepsy. If you, or anyone in your family, have an epileptic condition, consult your physician prior to using the service. Immediately discontinue use of the service and consult your physician if you experience any of the following symptoms while using the service -- dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

## **LIMITATION OF LIABILITY**

You expressly understand and agree that Shelby County Online Business Directory shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Shelby County Online Business Directory has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

## **TRADEMARK INFORMATION**

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## **INFORMATION DISCLAIMER**

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