

Terms

Terms and Conditions of Use

Olcnow.com is a listing and advertising service. The services offered by olcnow.com ("olcnow.com" or "we") include the olcnow.com website (the "OLCNOW and Community Websites"), and any other features, content, or applications offered from time to time by olcnow.com. Community Websites include Caledonia, Gun Lake, Hastings, Middleville, Twin City (Plainwell / Otsego) and Wayland Community Websites

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of the OLCNOW and Community Websites. By using the OLCNOW and Community Websites, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the OLCNOW and Community Websites) or you are a "Member" (which means that you have registered with olcnow.com). The term "User" refers to a Visitor or a Member. You are only authorized to use the OLCNOW and Community Websites (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the OLCNOW and Community Websites and discontinue use of the OLCNOW and Community Websites immediately. If you wish to become a Member, communicate with other Members and make use of the OLCNOW and Community Websites, you must read this Agreement and indicate your acceptance during the Registration process.

This Agreement includes OLCNOW and Community Websites policy for acceptable use of the OLCNOW and Community Websites and Content contributed on the OLCNOW and Community Websites, your rights, obligations and restrictions regarding your use of the OLCNOW and Community Websites and OLCNOW and Community Websites Privacy Policy. In order to participate in certain OLCNOW and Community Websites, you may be notified that you are required to agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to the OLCNOW and Community Websites in which you choose to participate, those additional terms are hereby incorporated into this Agreement.

OLCNOW and Community Websites may modify this Agreement from time to time and such modification shall be effective upon posting by OLCNOW and Community Websites on the OLCNOW and Community Websites. You agree to be bound to any changes to this Agreement when you use the OLCNOW and Community Websites after any such modification is contributed. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

Please choose carefully the information you contribute on OLCNOW and Community Websites and that you provide to other Users. Your OLCNOW and Community Websites profile may not include the following items: any photographs containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter. Despite this prohibition, information provided by other OLCNOW and Community Websites Members (for instance, in their Profile) may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services, and olcnow.com assumes no responsibility or liability for this material. If you become aware of misuse of the OLCNOW and Community Websites by any person, please contact OLCNOW and Community Websites or click on the "Contact" link of any OLCNOW and Community Websites page.

OLCNOW and Community Websites reserves the right in its sole discretion, to reject, refuse to

and without liability. OLCNOW expressly reserves the right to remove your profile and/or restrict, suspend, or terminate your access to any part of OLCNOW and Community Websites if OLCNOW determines, in its sole discretion, that you pose a threat to OLCNOW and/or its Users.

1. Eligibility. Use of and Membership in the OLCNOW and Community Websites is void where prohibited. By using the OLCNOW Website, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; and (d) your use of the OLCNOW and Community Websites does not violate any applicable law or regulation. Your profile may be deleted and your Membership may be terminated without warning, if we believe that you are under 18 years of age.
2. Term. This Agreement shall remain in full force and effect while you use the OLCNOW and Community Websites or are a Member. You may terminate your Membership at any time by contacting OLCNOW and Community Websites by email, phone, or mail. OLCNOW and Community Websites may terminate your Membership at any time, without warning. Even after Membership is terminated, this Agreement will remain in effect.
3. Fees. You acknowledge that OLCNOW and Community Websites reserves the right to charge for the OLCNOW and Community Websites and to change its fees from time to time in its discretion. If OLCNOW and Community Websites terminates your Membership because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of subscription or Membership fees.
4. Password. User names and Passwords are not in use at the present time, but OLCNOW and Community Websites reserves the right to implement them if needed.
5. Illegal and/or unauthorized use of the OLCNOW and Community Websites, including collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the OLCNOW and Community Websites is prohibited.
6. Proprietary Rights in Content on OLCNOW and Community Websites.
 1. OLCNOW and Community Websites does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that you contribute to OLCNOW and Community Websites. After contributing your Content to the OLCNOW Website, you continue to retain all ownership rights in such Content, and you continue to have the right to use your Content in any way you choose. By displaying or publishing ("contributing") any Content on or through the OLCNOW Website, you hereby grant to OLCNOW and Community Websites a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content solely on and through the OLCNOW Website.

Without this license, OLCNOW and Community Websites would be unable to provide the OLCNOW Website. The license you grant to OLCNOW and Community Websites is non-exclusive (meaning you are free to license your Content to anyone else in addition to OLCNOW and Community Websites), fully-paid and royalty-free (meaning that OLCNOW and Community Websites is not required to pay you for the use on the OLCNOW and Community Websites of the Content that you contribute), sublicensable (so that OLCNOW and Community Websites is able to use its affiliates and subcontractors such as Internet content delivery networks to provide the OLCNOW and Community Websites), and worldwide (because the Internet and the OLCNOW and Community Websites are global in reach). This license will terminate at the time you remove your Content from the OLCNOW Website. The license does not grant OLCNOW and Community Websites the right to sell your Content, nor does the license grant OLCNOW and Community Websites the right to distribute your Content outside of the OLCNOW Website.

2. You represent and warrant that: (i) you own the Content contributed by you on or through the

OLCNOW and Community Websites or otherwise have the right to grant the license set forth in this section, and (ii) the contributing of your Content on or through the OLCNOW and Community Websites does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content contributed by you to or through the OLCNOW and Community Websites.

3. The OLCNOW and Community Websites contain Content of OLCNOW and Community Websites("OLCNOW and Community Websites Content"). OLCNOW and Community Websites Content is protected by copyright, trademark, patent, trade secret and other laws, and OLCNOW and Community Websites owns and retains all rights in the OLCNOW and Community Websites Content and the OLCNOW Website. OLCNOW and Community Websites hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the OLCNOW and Community Websites Content (excluding any software code) solely for your personal use in connection with viewing the OLCNOW and Community Website sand using the OLCNOW and Community Websites.

4. The OLCNOW and Community Websites contain Content of Users and other OLCNOW and Community Websites licensors. Except for Content contributed by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the OLCNOW and Community Websites.

7. Content contributed.

1. OLCNOW and Community Websites may delete any Content that in the sole judgment of OLCNOW and Community Websites violates this Agreement or which may be offensive, illegal or violate the rights, harm, or threaten the safety of any person. OLCNOW and Community Websites assumes no responsibility for monitoring the OLCNOW and Community Websites for inappropriate Content or conduct. If at any time OLCNOW and Community Websites chooses, in its sole discretion, to monitor the OLCNOW and Community Websites, OLCNOW and Community Websites nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

2. You are solely responsible for the Content that you contribute on or through any of the OLCNOW and Community Websites, and any material or information that you transmit to other Members and for your interactions with other Users. OLCNOW and Community Websites does not endorse and has no control over the Content. Content is not necessarily reviewed by OLCNOW and Community Websites prior to contributing and does not necessarily reflect the opinions or policies of OLCNOW and Community Websites. OLCNOW and Community Websites makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that you transmit to other Members.

8. Content/Activity Prohibited. The following is a partial list of the kind of Content that is illegal or prohibited to contribute on or through the OLCNOW and Community Websites. OLCNOW and Community Websites reserves the right to investigate and take appropriate legal action against anyone who, in OLCNOW and Community Websites's sole discretion, violates this provision, including without limitation, removing the offending material from the OLCNOW and Community Websites and terminating the Membership of such violators. Prohibited Content includes, but is not limited to Content that, in the sole discretion of OLCNOW and Community Websites:

1. is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
2. harasses or advocates harassment of another person;
3. exploits people in a sexual or violent manner;
4. contains nudity, violence, or offensive subject matter or contains a link to an adult website;
5. solicits personal information from anyone under 18;
6. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

7. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
8. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
9. contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
10. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
11. solicits passwords or personal identifying information for unlawful purposes from other Users;
12. includes a photograph of another person that you have contributed without that person's consent

The following is a partial list of the kind of activity that is illegal or prohibited on the OLCNOW and Community Websites and through your use of the OLCNOW and Community Websites. OLCNOW and Community Websites reserves the right to investigate and take appropriate legal action against anyone who, in OLCNOW and Community Websites sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but is not limited to:

1. criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
2. You may not transmit any chain letters or junk email to other Members.
3. interfering with, disrupting, or creating an undue burden on the OLCNOW and Community Websites or the networks or services connected to the OLCNOW and Community Websites;
4. attempting to impersonate another Member or person;
5. using any information obtained from the OLCNOW and Community Websites in order to harass, abuse, or harm another person;
6. using the OLCNOW and Community Websites in a manner inconsistent with any and all applicable laws and regulations.

7 Copyright Policy. You may not contribute, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of OLCNOW and Community Websites to terminate privileges of any Member who repeatedly infringes the copyright rights of others upon receipt of proper notification to OLCNOW and Community Websites by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and contributed on the OLCNOW and Community Websites in a way that constitutes copyright infringement, please provide us with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the OLCNOW and Community Websites; (iv) your address, telephone number, and email address; (v) a written 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; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

8. Member Disputes. You are solely responsible for your interactions with other OLCNOW and Community Websites Members. OLCNOW and Community Websites reserves the right, but has no obligation, to monitor disputes between you and other Members.

9. Privacy. Use of the OLCNOW and Community Websites is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference.

10. Disclaimers. OLCNOW and Community Websites is not responsible for any incorrect or inaccurate Content contributed on the OLCNOW and Community Websites or in connection with the OLCNOW and Community Websites, whether caused by Users of the OLCNOW and Community Websites or by any of the equipment or programming associated with or utilized in the OLCNOW and Community Websites. Material contributed by Members on the OLCNOW and Community Websites may contain links to other websites. OLCNOW and Community Websites is not responsible for the Content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by OLCNOW and Community Websites. Inclusion of any linked website on the OLCNOW and Community Websites does not imply approval or endorsement of the linked website by OLCNOW and Community Websites. When you access these third-party sites, you do so at your own risk. OLCNOW and Community Websites takes no responsibility for third party advertisements which are contributed on this OLCNOW and Community Websites or through the OLCNOW and Community Websites, nor does it take any responsibility for the goods or services provided by its advertisers. OLCNOW and Community Websites is not responsible for the conduct, whether online or offline, of any User of the OLCNOW and Community Websites. OLCNOW and Community Websites assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication. OLCNOW and Community Websites is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the OLCNOW and Community Websites or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the OLCNOW and Community Websites. Under no circumstances shall OLCNOW and Community Websites be responsible for any loss or damage, including personal injury or death, resulting from use of the OLCNOW and Community Websites, attendance at a OLCNOW and Community Websites event, from any Content contributed on or through the OLCNOW and Community Websites, or from the conduct of any Users of the OLCNOW and Community Websites, whether online or offline. The OLCNOW and Community Websites are provided "AS-IS" and as available and OLCNOW and Community Websites expressly disclaims any warranty of fitness for a particular purpose or non-infringement. OLCNOW and Community Websites cannot guarantee and does not promise any specific results from use of the OLCNOW and Community Websites.

11. Limitation on Liability. IN NO EVENT SHALL OLCNOW AND COMMUNITY WEBSITES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF OLCNOW AND COMMUNITY WEBSITES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OLCNOW.COM'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO OLCNOW AND COMMUNITY WEBSITES FOR THE OLCNOW SERVICES DURING THE TERM OF MEMBERSHIP.

12. Disputes. If there is any dispute about or involving the OLCNOW and Community Websites, you agree that the dispute shall be governed by the laws of the State of Michigan, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of Michigan. Either OLCNOW and Community Websites or you may demand that any dispute between OLCNOW and Community Websites and you

about or involving the OLCNOW and Community Websites must be settled by arbitration provided that the foregoing shall not prevent OLCNOW and Community Websites from seeking injunctive relief in a court of competent jurisdiction.

13. Indemnity. You agree to indemnify and hold OLCNOW and Community Websites, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the OLCNOW and Community Websites in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you contribute on the OLCNOW and Community Websites or through the OLCNOW and Community Websites causes OLCNOW and Community Websites to be liable to another.

14. Other. This Agreement is accepted upon your use of the OLCNOW and Community Websites or any of the OLCNOW and Community Websites and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and OLCNOW and Community Websites regarding the use of the OLCNOW Website. The failure of OLCNOW and Community Websites to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. OLCNOW and Community Websites is a part of BOXWEBS. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Please contact us at: Contact us at OLCNOW and Community Websites with any questions regarding this Agreement.

BY USING THE SERVICES AT OLCNOW.COM, I AGREE I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.