

WEBSITE TERMS OF USE

Last modified: [date]

ACCEPTANCE OF TERMS OF USE

These Terms of Use (these “**Terms**”) are entered into by and between you and the Muskegon County Road Commission (“**Commission**”, “**we**”, “**our**”, and “**us**”). The following terms and conditions within these Terms, together with any documents they expressly incorporate by reference, govern your access to and use of <https://www.muskegoncountyroads.org/>, including: (a) any content, comments, or materials posted on social media platforms by any affiliated government or non-government agency, official, or authorized user permitted by the Commission to post on its social media sites; and (b) any content, functionality, and services offered on or through the muskegoncountyroads.org domain (the “**Domain**”) or social media sites, whether as a guest, registered or authorized user, municipal department, employee, affiliated government or non-governmental agency, or official (collectively, the “**Website**”).

Please read these Terms carefully before you start to use the Website. The Commission makes the Website available to you based upon and subject to your unconditional acceptance, without modification, of the terms, conditions, and notices contained herein. **By using the Website, you accept and agree to be bound and abide by these Terms.** If you do not want to agree to these Terms, you must not access or use the Website.

By using the Website, you acknowledge and agree to the Terms contained herein. Further, you represent and warrant that you are of legal age to form a binding contract with the Commission and meet all of the foregoing eligibility requirements. The Website is not intended for and shall not be accessed by anyone under the age of thirteen (13) without express parental permission. If you do not meet all of these requirements, you must not access or use the Website.

CHANGES TO THE TERMS OF USE

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

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

ACCESSIBILITY

If you have a disability, condition that affects certain abilities, or otherwise are having difficulty and need assistance accessing these Terms and/or the information provided within them, or require a language translation of these Terms, please contact us at [CONTACT INFORMATION]. We are happy to assist you and provide these Terms to you in an alternative format.

To help us process your request for assistance or an alternative format of these Terms as quickly as possible, please have the following information available:

- The name of the material within the Terms, or the entire Terms document, you request access to;
- A preferred format of these Terms that would work for you (e.g., print copy, large print text, auditory format, language translation, etc.); and
- Your name, phone number, and email address so we may reach you to provide this accommodation.

Please note that these Terms may be available to be translated from English into other languages from an online third-party service from your browser, or we may attempt to translate these Terms to accommodate your request for a different format of these Terms. However, such translation features are provided by an online third-party service and accuracy cannot be guaranteed. The Commission is not responsible for discrepancies or differences in any translation from the original intent of these Terms.

USING THE WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access, including registered users' access, to some parts of the Website or the entire Website.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website; and
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

To access the Website 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 Website that all the information you provide on the Website is correct, current, and complete.

If you choose, or are provided with, a username, 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 the Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username 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 particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, 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 these Terms.

PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- 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 United States 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 material that does not comply with the Content Standards set out in these Terms;
 - To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation;
 - To impersonate or attempt to impersonate the Commission, a Commission employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); or
 - To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Commission, registered users, or guests of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website;
 - Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
 - Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent;
 - Use any device, software, or routine that interferes with the proper working of the Website;
 - Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
 - Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
 - Attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
- or
- Otherwise attempt to interfere with the proper working of the Website.

USER CONTRIBUTIONS

The Website may contain interactive features (collectively, “**Interactive Services**”) that allow registered or authorized users or guests of the Website to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms. Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Commission, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features, and functionality (including, but not limited to, all information, software, text, graphics, logos, icons, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Commission, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- You may store files that are automatically cached by your web browser for display enhancement purposes;
- You may print one (1) copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution;

- If we provide applications for download, you may download a single copy of such applications to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications; and;
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Website;
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text;
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website; or
- Access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to us at [[CONTACT INFORMATION](#)].

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Commission. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

TRADEMARKS

The Commission's name, the term "Muskegon County Road Commission", the Commission's logos, and all related names, logos, product and service names, designs, and slogans are trademarks of the Commission or its affiliates or licensors. You must not use such marks without the prior written permission of the Commission. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

COPYRIGHT POLICY AND INFRINGEMENT

Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website, including User Contributions, infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement

Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

- Your physical or electronic signature;
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works;
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address);
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Muskegon County Road Commission

7700 East Apple Avenue

Muskegon, Michigan 49442

[Telephone Number]

[Email]

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

Counter Notification Procedures

If you believe that material you posted on the Website as a User Contribution was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a “**Counter Notice**”) by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature;
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address);
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district provided in the Governing Law and Jurisdiction section to these Terms and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of registered users and/or guests who are repeat infringers.

MONITORING, ENFORCEMENT, AND TERMINATION

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion;
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of registered users or guests of the Website or the public, or could create liability for the Commission;
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and
- Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

YOU WAIVE AND HOLD HARMLESS THE COMMISSION AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

CONTENT STANDARDS

These content standards (“**Content Standards**”) apply to any and all User Contributions and use of Interactive Services or social media sites.

User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Due to the Commission’s interest and expectation in deciding who may “speak” and what is “spoken” on its behalf, persons acting on behalf of the Commission must also comply with all relevant social media site policies as well as the Commission’s rules, policies, and guidelines applicable to the use of social media, the internet, content use and standards, municipal computers, and electronic media.

Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, vulgar, obscene, indecent, abusive, offensive, harassing, threatening, violent, hateful, inflammatory, or otherwise objectionable;
- Promote obscene or sexually explicit or pornographic material, violence, or discrimination based on race, creed, color, sex, religion, nationality, ethnicity, disability, gender, marital status, sexual orientation, sexual identity, physical or mental disability, or age;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms;
 - Be likely to deceive any person;
 - Promote any illegal activity, or advocate, promote, encourage, or assist any unlawful act;
 - Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- Impersonate any person or misrepresent your identity or affiliation with any person or organization;
 - Compromise the safety or security of the public or public systems;
 - Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or
 - Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Moreover, User Contributions from children under the age of thirteen (13) cannot be posted on the Website in order to comply with the Children’s Online Privacy Protection Act (COPPA). By posting on the Website, all users acknowledge that they are at least thirteen (13) years old.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Website is made available solely for general information purposes. We do not warrant 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 Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Commission, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Commission. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

CHANGES TO THE WEBSITE

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES

You may link to the Domain's homepage or the Website in general, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Website may provide certain social media features that enable you to:

- Comment on our social media posts;
- Link from your own or certain third-party websites to certain content on the Website;
- Send emails or other communications with certain content, or links to certain content, on the Website; or
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you;
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;
- Link to any part of the Website other than the homepage; or

- Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. Further, we may disable all or any social media features and any links at any time without notice in our discretion.

LINKS FROM THE WEBSITE

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

GEOGRAPHIC RESTRICTIONS

The owner of the Website is based in the state of Michigan in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE, YOUR USE OF ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE WEBSITE OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMMISSION NOR ANY PERSON ASSOCIATED WITH THE COMMISSION MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMMISSION NOR ANYONE ASSOCIATED WITH THE COMMISSION REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMMISSION HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMMISSION, ITS AFFILIATES, OR THEIR 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, 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 THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Commission, its affiliates, licensors, and service providers, and its and their respective officers, officials, municipal departments, agencies, 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 these Terms or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Website.

GOVERNING LAW AND JURISDICTION

All matters relating to the Website and these Terms, 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, these Terms or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the state of Michigan, in each case located in the City of Muskegon and County of Muskegon, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms 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 the Commission's sole discretion, it may require you to submit any disputes arising from these Terms or use of the Website, 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 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 the Commission of any term or condition set out in these Terms 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 the Commission to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms 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 will continue in full force and effect.

ENTIRE AGREEMENT

These Terms constitute the sole and entire agreement between you and the Commission regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

YOUR COMMENTS AND CONCERNS

The Website is operated by the Muskegon County Road Commission, located at 7700 East Apple Avenue, Muskegon, Michigan 49442.

All notices of copyright infringement claims should be sent to the copyright agent designated in the Copyright Policy and Infringement section in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to [**CONTACT INFORMATION**].

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