



## TERMS OF USE

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You agree that you will not: (1) post any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (2) impersonate any person or entity, including, but not limited to, any of our employees, company officials, directors, shareholders, agents, representatives or users, or falsely state or otherwise misrepresent your affiliation with a person or entity. Without limiting the foregoing, we have the sole discretion, but not the obligation, to remove any User Content we believe violates these Terms, or otherwise is objectionable to Granco Clark. Further, should User Content be deemed illegal, we will cooperate with the proper authorities, including but not limited to submitting all necessary information to them.

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We may terminate your access to the Site at any time and for any reason or no reason without prior notification. Additionally, we may modify the Site at any time, and continuing to use the Site constitutes your agreement to such modifications. We may also, in our sole discretion and at any time, with or without notice, discontinue the Site or any portion of it, restrict the time the Site is available, or restrict the amount of use permitted. Without limiting the foregoing, you agree that we may terminate or restrict your access to the Site under these Terms or under any other applicable policy without prior notice. You agree that we will not be liable to you or any third-party for any termination of your access to the Site. Provisions that survive termination of these Terms are those relating to ownership, limitations of liability, indemnification and others which by their nature are intended to survive.

**Amendments.** Granco Clark reserves the right to change these Terms and and/or any of its other terms, conditions, policies and rules relating to the Site, at any time in its sole discretion. We will notify you of such changes by posting the modified terms on the Site. You are responsible for regularly reviewing the Site and these Terms regarding such changes. Continued use of the Site after any such changes have been posted shall constitute your agreement to them.

**Applicable Law, Severability and Waiver.** In order to ensure consistency in the interpretation and enforcement of these Terms and our rights in the Site, these Terms will be governed exclusively by Michigan law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation or dispute arising between you and Granco Clark related, in any way, to the Site and/or these Terms, and/or any and all disputes, actions, claims, or causes of action related thereto, shall be initiated and maintained only in the U.S. District Court for the

Western District of Michigan, and/or the Circuit Court of the County of Kent, Michigan. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts and waive any claim that such courts are an inconvenient forum.

If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of these Terms shall remain in full force and effect.

The failure of Granco Clark to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Granco Clark in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of these Terms.

**Indemnity.** You agree to indemnify and hold Granco Clark, and its parents, subsidiaries, affiliates, officers, employees, agents, representatives, partners, and licensors harmless from and against any third party claim, allegation, demand, liability, cost or expense, including reasonable attorneys' fees, due to or arising out of your use of the Site, your connection to the Site, your violation of these Terms or any other applicable policy. You are solely responsible for your actions when using the Site, including, but not limited to, costs incurred for Internet access.

**Assignment.** You may not assign your rights and obligations under these Terms without our prior written consent.

### **Digital Millennium Copyright Act Notices**

Notices and demands made pursuant to the Digital Millennium Copyright Act Section 512(c) (17 U.S.C. § 512(c)) must be submitted to the following Designated Agent:

*Scott M. Biggs  
7298 N. Storey Road  
Belding MI., 48809  
616-794-2600  
copyright@grancoclark.com*

To be effective, the notification must be a written communication to the above Designated Agent that includes the following:

1. A physical or electronic signature of the copyright owner or one authorized to act upon their behalf;
2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Granco Clark to locate and remove the material;

4. Your contact information, including address, telephone number, and, if available, your email address, at which you can be contacted;
5. A statement that You have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Effective Date: November 23, 2016