

# Terms of Use

**Last Modified: June 1, 2022**

## Acceptance of the Terms and Conditions

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

Please read this Agreement carefully. This Site contains information relating to the Friends of Michigan Libraries, 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://foml.org/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 Company and meet all of the foregoing eligibility requirements. If you do not meet all of 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 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 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 Friends of Michigan Libraries 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 Content. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. You may print copies of the Content, provided that these copies are made only for personal, non-commercial use and that you maintain any notices contained in the Content, or maintained by the Contributor, such as all copyright notices, trademark legends, or other proprietary rights notices. You shall not store electronically any significant portion of any Content. The Friends of Michigan Libraries authorizes you to view and use the Content on this Site solely for your personal, noncommercial use. The use of the Content on any other site, including by linking or framing, or in any networked computer environment for any purpose is prohibited without the Friends of Michigan Libraries' prior written approval.

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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 Friends of Michigan Libraries 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 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 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**

No information presented on this website constitutes legal advice, nor does it create an attorney-client relationship between the Friends of Michigan Libraries and any other party.

You understand that We cannot and do not guarantee or warrant that files available for downloading from the internet or the Site 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 our site for any reconstruction of any lost data. 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 OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR

DOWNLOADING OF ANY MATERIAL POSTED ON IT, 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 WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US 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 OUR SITE 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.

WE HEREBY DISCLAIM 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 WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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 Friends of Michigan Libraries, 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.

## **Friends of Michigan Libraries' Compliance with Federal Law**

The Friends of Michigan Libraries 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 located in the City of Flint and 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 Friends of Michigan Libraries 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 [friendsofmichiganlibraries@gmail.com](mailto:friendsofmichiganlibraries@gmail.com).

## Privacy Policy

Last modified: June 1, 2022

Friends of Michigan Libraries (“**We**” or “**Us**”) respect your privacy and are committed to protecting it through our compliance with this policy.

This policy describes the types of information We may collect from you or that you may provide when you visit the website <https://foml.org> (our “**Site**”) and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information We collect:

- On this Site.
- In email, text, and other electronic messages about between you and Us related to this Site.

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Us or any third party; or
- Any third party, including through any application or content (including advertising) that may link to or be accessible from or on the Site.

Please read this policy carefully to understand our policies and practices regarding your information and how We will treat it. If you do not agree with our policies and practices, do not use our Site. By accessing or using this Site, you agree to this privacy policy. This policy may change from time to time (see [Changes to Our Privacy Policy](#)). Your continued use of this Site after We make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

### Children Under the Age of 18

Our Site is not intended for children under 18 years of age. No one under age 18 may provide any information to or on the Site. We do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on this Site or on or through any of its features. If We learn We have collected or received personal information from a child under 18 without verification of parental consent, We will delete that information. If you believe We might have any information from or about a child under 18, please contact Us at: [friendsofmichiganlibraries@gmail.com](mailto:friendsofmichiganlibraries@gmail.com).

California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information. Please see Your California Privacy Rights for more information.

## **Information We Collect About You and How We Collect It**

We collect several types of information from and about users of our Site, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number, or any other identifier by which you may be contacted online or offline (“**personal information**”);
- That is about you but individually does not identify you; and/or
- About your internet connection, the equipment you use to access our Site, and usage details.

We may gather information in the following ways:

- **Information collected automatically.** Foml.org uses web analytics to collect and process some of your information. This may include information about how you linked to Foml.org, when you accessed our website, the searches you initiated, things you clicked on, your IP address, the type of browser and operating system you used, and the pages you requested and visited. This information is aggregated and is used to improve the website.
- **Information voluntarily submitted.** The Friends of Michigan Libraries (or our third party vendors) may collect additional information if you voluntarily provide it (e.g., in connection with an online transaction). The type of information varies by transaction and may include: your name, address, phone number, email address, credit card number, username, and password.

## **Information You Provide to Us.**

The information We collect on or through our Site may include:

- Information that you provide by filling in forms on our Site. This includes information provided at the time of registering to use our Site or requesting services. We may also ask you for information when you report a problem with our Site.
- Records and copies of your correspondence (including email addresses), if you contact Us .
- Details of transactions you carry out through our Site and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Site.
- Your search queries on the Site.

## **Information We Collect Through Automatic Data Collection Technologies.**

As you navigate through and interact with our Site, We may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Site, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Site.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information We collect automatically may include personal information, or We may maintain it or associate it with personal information We collect in other ways or receive from third parties. It helps Us to improve our Site and to deliver a better and more personalized service, including by enabling Us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing Us to customize our Site according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Site.

The technologies We use for this automatic data collection may include cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Site.

## **How We Use Your Information**

We use information that We collect about you or that you provide to Us , including any personal information:

- To present our Site and its contents to you.
- To provide you with information, products, or services that you request from Us .
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and Us , including for billing and collection.
- To notify you about changes to our Site or any products or services We offer or provide through it, including through newsletters and announcements. You may unsubscribe to these services by following the instructions contained in the email.
- If you provide Us with information about a third party, We may retain that information to provide the service requested. For example, users may share articles on Foml.org with a third party through the "mail to a friend" option.
- In any other way We may describe when you provide the information.

- For any other purpose with your consent.

## **Sharing and Disclosure of Your Information**

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that We collect or you provide as described in this privacy policy:

- To share the information with your consent.
- To share your information as necessary to provide the product or service you have requested.
- To contractors, service providers, and other third parties We use to support our business.
- To a successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Friends of Michigan Libraries about our Site users is among the assets transferred.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by Us when you provide the information.
- To enforce or apply our Terms of Use and other agreements.
- If We believe disclosure is necessary or appropriate to protect the rights, property, or safety of Friends of Michigan Libraries, our stakeholders, or others.
- To respond to or comply with any subpoenas, court orders, law, regulation, regulatory guidance, legal process, including to requests pursuant to the Michigan Freedom of Information Act, MCL 15.231, *et seq.*

We limit access to personally identifiable information gathered through Foml.org to employees and agents who need access to perform a specific job. Security measures have been integrated into the design, implementation, and day-to-day operations of this website and our organization as part of our continuing commitment to the security of information.

Foml.org uses Secure Sockets Layer (SSL) technology to encrypt and protect your personal financial information during Internet transmissions.

## **Changes to Our Privacy Policy**

It is our policy to post any changes We make to our privacy policy on this page with a notice that the privacy policy has been updated on the Site home page. If We make material changes to how We treat our users' personal information, We will notify you through a notice on the Site home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for periodically visiting our Site and this privacy policy to check for any changes.

## **Contact Information**

To ask questions or comment about this privacy policy and our privacy practices, or to register a complaint or concern, please contact Us at:

{EMAIL ADDRESS}

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