FairlawnGig®
A Municipal Broadband Utility

FairlawnGig® Website Terms of Use

Effective: June 1, 2017

The www.fairlawngig.net website is operated by FairlawnGig ("FairlawnGig" or "we" or "us"). These Website Terms of Use apply to your access and use of the website pages, search results, and other content ("Services") offered through www.fairlawngig.net and any other website which references or links to these Website Terms of Use (the "Site"). These Website Terms of Use do not apply offline and do not alter the terms of any other agreement that you may have with us or our affiliates. Your access to and use of the Site reflects your agreement to be bound by these Terms of Use.

1. **Changes to the Terms.** FairlawnGig reserves the right to change these Terms of Use from time to time, and at any time, without prior notice. By using the Site following any changes to these Terms of Use, you agree to be bound by any such changes to these Terms of Use.

2. **Use of Site Content.** The Site may be used only for your personal or information purposes, as defined below. Other than as expressly permitted in the next paragraph, you may not copy, reproduce, distribute, transmit, display, perform, publish, license, modify, translate, adapt, create derivative works from, transfer, sell or otherwise exploit the Site or any content, information, software, products or services obtained from the Site without our prior written permission.

   You may display and, subject to any expressly stated restrictions or limitations relating to specific material on the Site, electronically copy, download onto your personal computer, mobile device or other technology used to access the Site, and print single hard copy portions of the material from the Site solely for your own internal, noncommercial, lawful use. If you make other use of the Site, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.

   You may not (a) decompile, disassemble or reverse engineer the Site or any portion thereof, or (b) attempt to gain unauthorized access to the Site, any portion thereof or any other computer systems or social media or mobile platforms through the Site. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

3. **Unsolicited Submissions.** Any non-personal information, remarks, suggestions, ideas, graphics or material you submit to us by EMAIL, upload, or otherwise ("Unsolicited Submission"), is non-confidential, and automatically becomes FairlawnGig's property upon receipt, without any compensation to you. We have no obligation to review or use any Unsolicited Submissions or to keep them confidential, but if we elect to use them, we are free to use and repurpose such Unsolicited Submission for any purpose. Specifically, we are free to use any ideas or concepts contained in any such Unsolicited Submission for any purpose whatsoever, without any compensation to you. FairlawnGig does not waive any rights it may have to similar or related ideas previously known to it or developed by its employees and representatives, or obtained from sources other than you.

4. **Intellectual Property.** FairlawnGig and its licensors own all right, title and interest in and to the Site, all the text, content, graphics, interfaces, code and materials thereon, the look and feel, selection and arrangement, design and organization of the Site, and the compilation of the content, code, data and materials on the Site, including but not limited to all intellectual property and proprietary rights therein. Your use of the Site does not grant to you ownership in or rights to of any of the foregoing. The Site is copyrighted as a collective work under the United States' and other copyright laws, and is the property of FairlawnGig. The collective work includes works that are licensed to FairlawnGig. Unless otherwise indicated on the Site, displayed trademarks, corporate logos, services marks, trade names and emblems (collectively, the "Marks") are subject to the trademark rights of, and are proprietary to, FairlawnGig, its licensors or its affiliates. FairlawnGig does not grant any license or other authorization to use the Marks except through a separate written license agreement.

5. **Linking.** The Site may contain links to other websites, which may be of interest to you. FairlawnGig is not responsible for the content of any links posted on the Site or the content made available through such link. Your clicking a link to any other website is at your own risk, and you should be aware that, unless otherwise indicated, these Website Terms of Use no longer govern. Please be mindful of this as you click links to other outside websites. You should review the applicable terms and policies, including privacy and data gathering practices, of any outside website to which you navigate.

6. **Privacy Policy.** Along with these Terms of Use, please read our Website Visitor Privacy Policy at www.fairlawngig.net/policies and refer to it before you submit any personal information to the Site. The Website Visitor Privacy Policy is hereby incorporated and made part of these Website Terms of Use.

7. **Disclaimer.** THE SITE, INCLUDING, WITHOUT LIMITATION, THE MATERIALS, INFORMATION, CONTENT, FUNCTIONS, SERVICES, PRODUCTS, TEXT, GRAPHICS, AND LINKS THEREON, ARE EACH PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FAIRLAWNGIG DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. FAIRLAWNGIG DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FAIRLAWNGIG DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF CONTENT ON THE SITE OR WITH RESPECT TO ITS COMPLETENESS, ACCURACY, AVAILABILITY, ADEQUACY, USEFULNESS, TIMELINESS, SECURITY, RELIABILITY OR OTHERWISE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

8. **Limitation of Liability.** IN NO EVENT SHALL FAIRLAWNGIG, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF THE PROTECTED ENTITIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SITE OR THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THE SITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) IN THE AGGREGATE, ARISING FROM THESE TERMS OF USE OR YOUR USE OF THE SITE, EXCEED, IN THE AGGREGATE, $10 (UNITED STATED DOLLARS).

   BECAUSE SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON WARRANTIES, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE DISCLAIMER AND LIMITATIONS MAY NOT APPLY TO YOU.

9. **Indemnity.** You agree to indemnify, defend, and hold harmless the Protected Entities from and against all claims, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting in any way from your use of the Site, your communication, placement or transmission of any message, content, information or other materials on or through the Site, your breach or violation of the law, any third party right or of these Terms of Use, or any activity otherwise related to your use of the Site (including negligent or wrongful conduct), by you or any other person accessing the Site using an account registered to you.

10. **Jurisdictional Issues.** The Site is operated out of the United States and the information appearing on the Site is intended for U.S. users. The Site may not be available to users outside of the United States. FairlawnGig makes no representation that materials or information on the Site are appropriate or available for use outside of the United States, and access to them from jurisdictions where their content is illegal is prohibited. Those who choose to access the Site outside of the United States do so at their own initiative and are responsible for compliance with applicable local laws.

11. **Miscellaneous.** These Terms of Use are governed by the laws of the State of Ohio without regard to its conflict-of-law provisions and each party shall submit to the personal and exclusive jurisdiction of the courts of the State of Ohio. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. By using the Site, you agree that regardless of any statute or law to the contrary, any cause of action or claim you may have with respect to the Site or these Terms of Use must be commenced within one (1) year after the claim or cause of action arises or be forever barred. FairlawnGig's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms of Use. FairlawnGig may assign its rights and duties under these Terms of Use to any party at any time without notice to you.

Contact Us. Questions about our Website Terms of Use can be sent to info@fairlawngig.net.

FairlawnGig®
A Municipal Broadband Utility

3300 Service Center Drive • Fairlawn, Ohio 44333
330-668-3300
support@fairlawngig.net **www.fairlawngig.net**

FairlawnGig is a registered trademark of the City of Fairlawn, Ohio.