

# Lawton Standard Website Terms of Use

This Terms of Use Agreement ("Agreement" or "Terms of Use") is made by and between The Lawton Standard Co. family of companies (LS) and you ("you," "your," or "User"). This Agreement contains the terms that govern your use of this Website and Lawton Standard social media accounts.

BY ACCESSING ANY PART OF THIS WEBSITE OR OTHER SOCIAL MEDIA, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THIS AGREEMENT. IF YOU DISAGREE, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE.

LS RESERVES THE RIGHT, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT. CONTINUED USE OF THIS WEBSITE CONSTITUTES YOUR ACCEPTANCE.

# 1. USE RESTRICTIONS

You may use this site for purposes expressly permitted. As a condition of your use of LS's website(s), you warrant that you will not use the website(s) for any unlawful or prohibited purpose.

# 2. PERSONAL AND NON-COMMERCIAL USE LIMITATION

LS's website(s) are for your personal use. You may not use this site for any other purpose without LS's express prior written consent.

Do not modify, copy, distribute, display, send, reproduce, publish, license, create derivative works from, transfer, or sell any information, content, or services obtained from or otherwise connected to LS's website(s) unless expressly permitted by these terms.

# 3. PROPRIETARY INFORMATION

The material and content on this site and any other website owned, operated, licensed, or otherwise controlled by LS (the "Content") is the proprietary information of LS or the party that provided or licensed the Content to LS. Providing parties retains all right, title, and interest in the content.

The content shall not be copied, distributed, republished, posted, or transmitted in any way without the prior written consent of LS, except that you may print out a copy of the content for your personal use. You may re-post a single image and two hundred (200) words or less of text from any article if such posting provides attribution. Do not remove or alter any copyright, trademark, trade name, or proprietary notice on the content.

The website may utilize plugins or widgets to share content on social media channels or email newsletters. The use of these tools does not waive LS's intellectual property rights. Instead, such use is a limited license to republish the content on the approved social media channels.

#### 4. LINKS TO THIRD-PARTY WEBSITES

LS links to other sites not maintained by LS. Links are a service to users and are not sponsored by or affiliated with LS. LS has not reviewed all of such sites and is not responsible for the content on them. Links are to be accessed at your own risk.

# 5. USE OF COMMUNICATION SERVICES

LS's websites may contain comment boxes, chat areas, message boards, newsgroups, communities, calendars, links to social media, or other messages or communication (collectively, "Communications Services"). You agree to use Communication Services only to post, send, and receive content related to the particular Communication Service. Users agree to adhere to this Terms of Use agreement when using LS's Communication Services.

When using the Communication Services, you agree you will not post, send, submit, publish, or transmit any material that:

- You do not have the right to post, including proprietary material of any third party
- Advocates illegal activity or discusses an intent to commit an unlawful act;
- Is vulgar, obscene, pornographic, or indecent;
- Does not pertain directly to the site or its users;
- Threatens or abuses others, libels, defames, invades privacy, stalks, is racist, abusive, harassing, threatening, or offensive;
- Seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details, or otherwise;
- Collects information about others, including email addresses, without their consent;
- Violates any law or may be considered to violate any law;
- Impersonates or misrepresents your connection to any other entity or person or otherwise manipulates identifiers to disguise the content's origin;
- Falsifies or deletes any author attributions or other designations or labels of the origin or source of any material;
- Advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity except as may be specifically authorized on this site;
- Solicits funds, advertisers, or sponsors:
- Includes programs that contain viruses, worms, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any software, hardware, or telecommunications;
- Pyramid schemes, contests, chain letters, and surveys;
- Disobeys any policy, regulations, code of conduct, or other guidelines, regarding use of this site or any networks connected to this site; or
- Contains hyper-links to other sites that have content that falls within the descriptions set forth above.

LS reserves the right to monitor use of this site to determine compliance with Terms of Use, as well as the right to remove or refuse any information for any reason.

# LS reserves the right to terminate your access to any Communication Services (including social media) at any time without notice for any reason.

You remain solely responsible for the content of your submissions. You acknowledge and agree that neither LS nor any third party providing content to LS will be liable for any action or inaction by LS or such third party concerning any submission. LS cautions you against giving out any personally identifying information in any Communication Service. LS does not control or endorse the information found in any Communication Service. Consequently, LS expressly disclaims any liability concerning the Communication Services and any actions resulting from your participation in any Communication Service.

# 5. SUBMISSIONS

Unless you and LS enter into a separate written contract for the use of your content that states otherwise, you hereby grant to LS royalty-free, perpetual, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to LS through this site (together, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology.

# 6. DISCLAIMER

LS has made every effort to ensure that all information on the website has been tested for accuracy. LS makes no guarantees regarding the results you will see from using the information provided on the website.

The website was developed for informational and entertainment purposes. You are fully responsible for your use of the information. LS makes no warranties or guarantees. You understand that results vary from person to person and business to business. LS assumes no responsibility for errors or omissions that may appear on the website.

You understand that LS can not guarantee that files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other destructive code. The website is provided on an "as is" and "as available" basis. You are responsible for satisfying your requirements for the accuracy of data and reconstruction of any lost data.

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All information on this site speaks only as of the date the information is posted. LS does not undertake any obligation to update such information or remove information from this site if it is no longer accurate or complete.

# 7. LIMITATION ON LIABILITY

LS, ITS SUBSIDIARIES, AFFILIATES, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, OR EMOTIONAL DISTRESS.

#### 8. TERMINATION OR RESTRICTION OF ACCESS

LS reserves the right to terminate your access to any or all of LS's websites and related services at any time, without notice.

# 9. INDEMNITY

You will indemnify and hold LS, its subsidiaries, affiliates, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of these Terms of Use by you. You agree that the Indemnified Parties will have no liability in connection with any such breach.

# 10. TRADEMARKS AND COPYRIGHTS

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# 11. COPYRIGHT INFRINGEMENT

Notice and Takedown Procedure

LS will respond to valid notices of copyright infringement. You may provide LS's Designated Agent (listed below) with a statement that contains all six points enumerated below (preferably via email).

Upon receipt of a valid notice, LS will remove or disable access to allegedly infringing content.

- 1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- 2. A description of the copyrighted work you claim has been infringed;
- 3. A description of where the material is located, including the URL;
- 4. Your name, address, telephone number, and email address;

- 5. A statement by you that you have a good-faith belief that the copyright owner does not authorize the use,
- 6. A statement by you, made under penalty of perjury, that the above is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice must contain all of the above for LS to take action.

# **Designated Agent:**

LS's Designated Agent can be contacted at:

DMCA Designated Agent The Lawton Standard Co. 1950 Enterprise Dr, De Pere, WI 54115

Phone: 920-337-2470

email: info@lawtonstandard.com

BY ACCEPTING THIS AGREEMENT, YOU HOLD HARMLESS LS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY LS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY LS OR LAW ENFORCEMENT AUTHORITIES.

# **MISCELLANEOUS**

These Terms of Use will be governed and interpreted according to the United States of America laws, notwithstanding any principles of conflicts of law.

If any part of these Terms of Use is unlawful, that part will be deemed severable. However, it will not affect the validity of the remaining provisions.

LS may revise these Terms of Use at any time by updating this posting.