

Then & Now Around Grand Ledge -- User Terms of Service

We (the Grand Ledge Area District Library) are on a mission to foster curiosity, build community, and empower lives of purpose. We hope you love our services as much as we loved creating and providing them. These Terms of Service (“Terms”) describe our commitments to you, and your rights and responsibilities when using our services. Please read them carefully and reach out to us if you have any questions. **If you don’t agree to these Terms, don’t use our services.**

The following terms and conditions constitute a legally binding contract (the “Agreement”) that governs the Subscription Services (“Subscription Services”) provided by Grand Ledge Area District Library (“GLADL”) to you (“you” or “yours”). The Subscription Services offered are subject to your acceptance without modification of all of the terms and conditions contained herein. **YOUR USE OF THE SUBSCRIPTION SERVICES CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THESE TERMS OF SERVICE.** If you do not agree, do not use the Subscription Services and/or upload content using our content creator. You may only use our Subscription Services for personal use. Once you elect to subscribe to use our Service, you will be considered a “User.”

1. Access and eligibility

Subscription Services are available to Users who have agreed to these Terms of Service. You agree to take full responsibility for your selection and use of the Subscription Services. This Agreement is void where prohibited by law, and the right to access or use the Subscription Services is hereby revoked in such jurisdictions.

GLADL may change, modify, suspend or terminate the Subscription Services, at any time, in its sole discretion, including the availability of any feature or content. GLADL may also impose limits on certain features or restrict your access to parts or all of the Subscription Services without notice or liability.

2. Subscription Services

Subscription Services are the use of user-made games or interactive stories using text messaging and voice calls that the content creator (“Author”) provides to the Users in the form of a subscription. We reserve the right to modify, terminate or otherwise amend our content or services at any time. Currently, the Subscription Services are all free and available through your local library or a local Author. In order to become a User, you must be eighteen (18) years or older to participate. If you are younger than eighteen (18), then you must participate with someone who is at least eighteen (18) years old. By participating as a User, you certify that you meet the minimum age requirement. If you accept these terms and conditions, you must agree by texting “YES” in reply to the message that provided you with these terms. All standard text messaging rates will apply.

We are not responsible for the products and services provided by Authors or any third parties. Once you become a User of the Subscription Services, you will have access to any Subscription Service item or content currently available within your area. We may decide to periodically update the Subscription Services features, software and/or content made available to Users. We may also decide to terminate all or a portion of the Subscription Services features, software and/or content.

3. Using the Subscription Services

Use and access to the Subscription Services described above are controlled by GLADL. We grant you limited, non-exclusive, non-transferable and revocable permission to make use of the Subscription Service, and limited, non-exclusive, revocable permission to make personal use of the features, software and Content (collectively, “Access”). This Access shall remain in effect until and unless Access is terminated by you or GLADL. Any copyrights vested in the Content shall remain with the Author and the Author’s partners.

SAFETY: You agree that in conjunction with your use of the Subscription Services, you will **not text or listen to our phone lines or audio while walking or moving** (and especially not while driving or operating a moving vehicle). You will maintain safe and appropriate contact with other players and other people in the real world. You will not harass, threaten, or otherwise violate the legal rights of others. You will not trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be and will not otherwise engage in any activity that may result in injury, death, property damage, nuisance, or liability of any kind.

When Access has been terminated to the Subscription Services, all licenses and permissions granted hereunder shall automatically terminate and you shall immediately cease your use of the Content. GLADL also reserves the right at our sole discretion to (a) request you to immediately remove any such misused Content, (b) limit, suspend or terminate your account, (c) take technical and legal steps to keep you off the Site; and (d) charge you for any damages and losses arising out of such unauthorized use. You must notify GLADL immediately of any breach of security or unauthorized use of your account.

You also agree: (a) not to violate any laws in connection with your use of the Subscription Services; (b) not to interfere with or try to disrupt our Subscription Services, for example by distributing a virus or other harmful computer code into our platforms, third party services, or other programs or systems that we may use; and (c) not to copy, sell, lease or otherwise provide access to Subscription Services to any third party.

4. Limitations of Liability

You understand that our Subscription Services are provided “as is,” with all faults and without any kind of warranty (express or implied). TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE EXPRESSLY DISCLAIMING ANY AND ALL WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES OR CONDITIONS IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, WITH RESPECT TO OUR SUBSCRIPTION SERVICES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

You agree to use the Subscription Services solely at your own risk and you understand that we do not guarantee any results using the Subscription Services. This means that we make no guarantees regarding your expectations or experiences using the Subscription Services. We disclaim any and all liability arising out of the use of the Subscription Services. You hereby release GLADL from any and all claims and demands, as well as any and all damages, losses, liabilities, judgments, costs, reasonable attorneys’ fees, and other expenses incurred or suffered from using the Subscription Services, of every kind and nature, known and unknown, relating to or arising out of any right, claim, or matter (a) which is disclaimed by GLADL (or for which GLADL provides no guarantees) under this Agreement, or (b) for which GLADL is otherwise indemnified or released by you under this Agreement.

5. Indemnification

You hereby agree to defend, indemnify, and hold GLADL harmless from any claim or demand made by any third party, as well as any and all damages, losses, liabilities, judgments, costs, reasonable attorneys’ fees, and other expenses of every kind and nature, known and unknown, incurred or suffered by GLADL, relating to or arising out of (a) your breach of this Agreement, (b) your use (or misuse) of Subscription Services, or (c) your violation of any law or the rights of a third party. We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

6. Governing Law and Dispute Resolution

This Agreement, and all disputes and claims arising out of or in connection with this Agreement or its subject matter or formation including non-contractual disputes and claims, are governed by the laws of the District of Columbia without regard to its conflict of laws rules.

7. General

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

GLADL reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.