

WEBSITE TERMS OF USE

Your use of the Grand Street Business Improvement District's website ("Website") is provided subject to the terms and conditions contained herein. Please read these terms carefully as use of this Website constitutes acceptance of these terms and conditions.

1. Use and Content

The Grand Street Business Improvement District ("Grand Street BID") provides its Website as an informational resource for public use, and strives to maintain the integrity of its Website with timely and accurate information, subject to periodic updates, revisions, deletions and additions without prior notice.

Content provided on this Website is gathered from many sources, subject to change at any time, and the Grand Street BID is not responsible for errors or omissions in the Content, and makes no representations as to its accuracy, completeness or usefulness.

Commercial use of material contained on this Website is prohibited without prior written consent from the Grand Street BID.

You agree not to use this Website in a manner that could disable, overburden or impair the Website, or interfere with any other party's use and enjoyment of the Website; seek to obtain access to any materials or information through "hacking" or through other means not made available through the Website; or transmit materials through the site that you know or should know contain viruses or other devices that are intended to damage, interfere with, intercept or expropriate any system, data or information.

2. Copyright and Trademark Laws

The content and material available on this Website, including, but not limited to, photographs, graphics, logos, sounds, images, software, text and information (collectively, "Content") are protected by copyrights, trademarks, service marks, patents or other proprietary rights or laws and may not be modified in any way. By entering this Website, you acknowledge and agree that the Content is owned or licensed by the Grand Street BID or used by the Grand Street BID with permission, and may not be used by you without prior written approval. Without in any way waiving any of the foregoing rights, you may download one copy of the material on this Website for personal, noncommercial home use only, provided no copyright, trademark or other proprietary notices are changed or deleted. Content may not be copied, reproduced, modified, republished, downloaded, distributed, uploaded, posted, transmitted or distributed in any form without the Grand Street BID's prior written consent.

Any other use of this Website without the prior written authorization of the Grand Street BID is prohibited. Our permission to you to recopy the material on the Website as set forth above does not allow for incorporation of material or any part of it in any work or publication, whether in hard copy, electronic, or any other form. The Grand Street BID and the holder of any other intellectual property rights in the Content do not grant any express or implied right to you under any copyrights, trademarks, service marks, patents, or trade secret information.

All rights not expressly granted herein are reserved. Any unauthorized use of the Content may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

3. Hyperlinks

The Grand Street BID's Website contains links to governmental agencies, companies and organizations that may be of interest to you, and are maintained solely for your information and convenience. They are not referrals or endorsements. Once you link to another website, you must be

aware that you are subject to the policies of that new site, and Grand Street BID does not control and cannot guarantee such website's relevance, timeliness, or accuracy.

The inclusion of links or pointers to particular items in hypertext is not intended to reflect their importance, nor is it intended to constitute approval or endorsement of any views expressed, or products or services offered. The Grand Street BID makes no representation or warranty and has no liability whatsoever regarding, and does not endorse, the content, materials or opinions on any websites linked directly or indirectly to its Website. Use thereof is at your own risk.

The Grand Street BID shall provide opportunities to place hyperlinks to such organizations that meet the criteria set forth below. The opportunities provided hereby shall be strictly limited to placing, as applicable, either a link or address information related to the organization, and no organization may place any editorial content on the Grand Street BID's Website.

The Grand Street BID places hyperlinks on its Website that are relevant to its mission and meet the following criteria:

- Websites that promote businesses, industry and economic development within the Grand Street BID.
- Websites owned and operated by local, state, federal government and educational agencies.

Any requests for hyperlinks on this Website above must be brought to the Grand Street BID for approval. Requests for hyperlink placement should be made in writing to Maximo Javier, Executive Director, Grand Street Business Improvement District, 246 Graham Avenue, Brooklyn, New York, 11206, or by email to maxjavier@grandstbklyn.com.

The Grand Street BID reserves the right to deny links to any website, particularly one that contains material that is illegal, false, threatening, violent, illegal, harassing, obscene, defamatory, threatening, infringing of another's intellectual property rights, invasive of privacy or otherwise injurious or objectionable, and further reserves the right to remove hyperlinks, without notice, to websites that do not fulfill its criteria or that can be reliably accessed.

In order to avoid the appearance of the Grand Street BID endorsement of political content, hyperlinks will not be made to sites that are associated with, sponsored by or serving a candidate for elected office, any political party or organization supporting or seeking to defeat any candidate for elective office or ballot proposal.

4. **Submissions**

Any communications or material submitted by you in electronic mail or interactive form, including any blog entries, data, questions, comments, suggestions or the like ("Submission"), even if encrypted, is, and will be treated as, non-confidential and non-proprietary. The Grand Street BID may exercise normal editorial functions, translate or reformat and use any Submission at any time and for any purpose, including, without limitation, reproduction, disclosure, transmission, display, performance, distribution, publication, broadcast and posting. Furthermore, the Grand Street BID is free to use any ideas, concepts, know-how or techniques contained in any Submission for any purpose, including, without limitation, disseminating such information. No compensation will be paid with respect to the use of a Submission.

By submitting, posting, uploading, inputting or providing any materials to the Grand Street BID, you warrant and represent that you own or otherwise control the rights to such Submission, and are granting all ownership rights in such Submission to the Grand Street BID, unless otherwise specified in writing.

For any Submission, you grant the Grand Street BID and necessary sublicensees permission to use the Submission, including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, reformat and publish your name in connection with the Submission.

The Grand Street BID is under no obligation to post or use any Submission. Submissions should not contain material that is illegal, false, violent, harassing, obscene, defamatory, threatening, infringing of another's intellectual property rights, invasive of privacy or otherwise injurious or objectionable. The Grand Street BID does not pre-screen or regularly review posted Submissions for content, but it has the right to remove in its sole discretion any Submission that it considers to violate these terms of use or otherwise remove any Submission at any time in its sole discretion without notice.

5. **Blogging**

The Website contains blogging functionality. Any entries posted by you to the Website blog are subject to these terms of use.

6. **Copyright Complaints**

If you believe that that any Content or Submissions constitutes an infringement of a work protected by copyright, please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "DMCA") to respond to such concerns, as follows: **[Name][Address][Email address]**. Your notice must comply with the DMCA. Upon receipt of a DMCA-compliant notice, the Grand Street BID will respond and proceed in accordance with the DMCA.

7. **Disclaimer - Liability**

THE GRAND STREET BID, ITS OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THIS WEBSITE, CONTENT, SUBMISSIONS, HYPERLINKS OR OTHERWISE, AND DISCLAIM ALL WARRANTIES AND DUTIES IMPLIED IN LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ASSUME NO LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION.

You acknowledge and agree that the Grand Street BID has no responsibility for any advertising on the Website or the products or services advertised on the Website and the inclusion on the Website of such advertising does not constitute a recommendation, endorsement or sponsorship of such advertising, products or services. Reliance on such advertising and any risk or liability arising out of or related to such products and services or the use thereof is entirely on you.

The Grand Street BID makes no representation that the use of said information will not infringe privately owned rights. The Grand Street BID, its officers, employees, agents and assigns will not be liable for any damage or injury caused by the use of this Website, including but not limited to failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or on-line failure. This Website may be temporarily unavailable from time to time due to maintenance or malfunction of computer equipment.

You assume all risks associated with the use of this Website, including those involving computer, software or data damage caused by any virus, software or other file which might be transmitted or activated via this Website or your access to it.

8. **Disclaimer - Endorsement**

Any Website reference to any commercial business, product, process, service, trade name or trademark does not constitute or imply the Grand Street BID's endorsement for its use. The views and opinions of authors expressed on this Website do not necessarily state or reflect those of the Grand Street BID, and shall not be used for advertising or endorsement purposes.

The Grand Street BID does not review, sponsor or endorse any other websites linked to this Website, and will only provide links with websites described above.

9. **Disclaimer - Legal Notice**

Communications made through this Website shall in no way be deemed to constitute legal notice to the Grand Street BID or any of its officers, employees, agents or representatives with respect to any existing or potential claim or cause of action against the Grand Street BID or any of its officers, employees, agents or representatives, where notice to the Grand Street BID is required by any federal, state or local law, rule or regulation.

10. **Limitation of Liability**

In no event shall the Grand Street BID, its officers, employees or agents be liable for any direct, indirect, consequential, special, incidental, exemplary or punitive damages, or any other damages, losses, costs, or other expenses of any kind whatsoever resulting from, caused by, or arising out of or in connection with this Website, its Content, Hyperlinks or Submissions, or any other cause whatsoever, including, without limitation, losses related to the inability to use the Website, loss of data, loss of profits or any errors, omissions or defects in this Website. You agree to indemnify, defend and hold harmless the Grand Street BID, its officers, directors, agents and employees from and against any claim, action, damage, loss, liability, cost and expense, including reasonable attorney's fees and expenses, arising from or related to your use of the Website or your breach of these terms and conditions

11. **Legal Action and Jurisdiction**

By using this Website, you agree that any legal action brought against the Grand Street BID, its officers, employees, agents, attorneys or other representatives shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You further agree to the exclusive jurisdiction and venue of the courts of Kings County, New York, in all disputes arising out of, or relating to, the use of this Website. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions contained in the above terms and conditions. If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. The Grand Street BID's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between the Grand Street BID and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

The Grand Street BID reserves the right to revise legal notices and disclaimers at any time and for any reason without notice or obligation, and any of the information contained on this Website. By entering this Website, you acknowledge and agree to be bound by any such revisions. The Grand Street BID suggests periodically revisiting this Website to review these Terms of Use as amended from time to time.