

## Subscriber Agreement

### Refund Policy Terms of Use Privacy Policy

This Subscriber Agreement, Refund Policy, Terms of Use, and Privacy Policy (this "Agreement") governs your use of all print and digital products and services from the Ellsworth County Independent-Reporter and/or The Marquette Tribune (hereinafter referred to as "Services"), including but not limited to content at [www.indy-repnews.com](http://www.indy-repnews.com) and on Facebook pages administered by the Services.

#### Subscriber Agreement

To the extent you have access to, or are using, a Service without having completed our registration process, your continued use of a Service is subject to the Terms of Use below.

#### Refund Policy

Refunds are not provided. However, you may transfer the remaining subscription to another person or business.

#### Terms of Use

1. Only one individual may access a Service using the same user name or password, without our express written consent.

2. The text, graphics, images, video, artwork, metadata and other data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property, including but not limited to any copyrights, trademarks, service marks, trade names, trade dress, patent rights, or database rights (the "Content") available through the Services are our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws. Unless you have our written consent, you may not use, sell, publish, distribute, retransmit or otherwise provide access to the Content received through the Services to anyone, including, if appli-

cable, your fellow students, employees, family, friends or social media.

2.1. While you may occasionally download and store articles from the Service for your personal use, you may not otherwise provide others with access to such articles. In addition, you may not use articles you have downloaded for personal use to develop or operate an automated trading system or for data or text mining.

3. Additional Restrictions on Use of the Content.

3.1. You agree not to rearrange or modify the Content available through a Service. You agree not to display, post, frame, or scrape the Content for use on another website, app, blog, product or service, except as otherwise expressly permitted by this Agreement. You agree not to create any derivative work based on or containing the Content. The framing or scraping of or in-line linking to the Services or any Content contained thereon and/or the use of web-crawler, spidering or other automated means to access, copy, index, process and/or store any Content made available on or through the Services other than as expressly authorized by us is prohibited.

3.2. You further agree to abide by exclusionary protocols (e.g., Robots.txt, Automated Content Access Protocol (ACAP), etc.) that may be used in connection with the Services. You may not access parts of the Services to which you are not authorized, or attempt to circumvent any restrictions imposed on your use or access of the Services.

3.3. As a general rule, you may not use the Content, including without limitation, any Content made available through one of our RSS Feeds, in any commercial product or service, without our express written consent.

3.4. You may not create apps, extensions, or other products and services that use our Content without our permission. You may not aggregate or otherwise use our Content in a manner that could reasonably serve as a substitute for a subscription to a Service.

3.5. Any unauthorized or prohibited use of any Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties. We require users to respect our copyrights, trademarks, and other intellectual property rights and shall enforce same.

3.6. You may not access or view the Services with the use of any scripts, extensions, or programs that alter the way the Services are displayed, rendered, or transmitted to you without our written consent.

3.7. You agree not to use the Services for any unlawful purpose. We reserve the right to terminate or restrict your access to a Service if, in our opinion, your use of the Service may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

#### 4. Comments.

Comments placed on the Services website or Facebook pages must be respectful. Personal attacks towards a person or business will not be tolerated. Services reserves the right to remove any inappropriate comments.

### Privacy Policy

Services respects the privacy of visitors to our site. We are committed to protecting the privacy of all those who visit our site and will not sell or rent your information to any Third Party.

#### 1.0. Children's Privacy

1.1. Children should always get permission from their parents before sending any information about themselves (such as their names, email addresses, and phone numbers) over the Internet, to us or to anyone else. We won't knowingly allow anyone under 13 to register with our site or to provide any other personally identifying information. If you're under 13, please do not provide us with any personally identifying information about yourself (such as your name, your email address or your phone number).

#### 2.0 Types of Information We Collect

2.1 The information we gather, whether it is via our office, website, Facebook, or e-mail, is your name and address that you voluntarily supply when you register or initiate transactions, and information gathered on usage patterns and preferences. In some cases, it is an agent or affiliate of ours that collects the information on our behalf. Third party providers featured on or linked to by our site, such as vendors of products and services offered through our site, may be gathering the same kinds of information.

2.2 Statistical Information. Much of the information we collect is in the form of aggregated statistics, such as the traffic that visits various pages

within our sites, and the habits and preferences of our audience. Such aggregated information does not include any information that would identify you personally.

**2.3 Contests and Other Promotions.** From time to time, we may offer contests, sweepstakes or other promotions on our site. If you enter one of these promotions, you'll have to provide information about yourself (such as your name, address, telephone number and email address) so that we can contact you if you win. We may share this information with any co-sponsor of the promotion (we will identify any co-sponsor in the official rules for the promotion). If you don't want us to collect the information requested in the registration form or to provide it to any contest co-sponsors, please do not enter the contest or sweepstakes.

**2.4 Email Newsletters.** We may also offer you the opportunity to subscribe to email newsletters on topics that we believe are of interest to our visitors. If you have opted to receive a particular newsletter, you may always unsubscribe later if you decide not to receive further mailings of the newsletter from us. See "Opting Out" below.

**2.5 Cookies.** To help make our sites more responsive to the needs of our visitors, we use a standard feature of browser software, called a "cookie," to assign each visitor a unique, random number, a sort of user ID, if you will, that resides on your computer. The cookie doesn't actually identify the visitor, just the computer that a visitor uses to access our site. Unless you voluntarily identify yourself (through registration, for example), we won't know who you are, even if we assign a cookie to your computer. The only personal information a cookie can contain is information you supply. A cookie can't read unrelated data off your hard drive. Our advertisers and the third parties that provide products or services through our site may also assign their own cookies to your browser, a process that we don't control.

We may use cookies to track the pages on our site visited by our users. You can set your browser not to accept cookies, but if you do, you may not be able to take advantage of the personalized features available.

**2.6 Other Disclosures.** Since we make most of this site available without charge to you, we rely heavily on adver-

tisers to produce the income necessary to operate our site. It's important that we be able to tell advertisers who our audience is.

**Advertisers.** Without your permission, we will not share the personally-identifiable information you provide when registering on our site with advertisers. We might, however, take the information you provide and aggregate it with data from all the other people that use this site and associated services. Then we will use that pool of information to inform our advertisers about our audience without identifying you personally.

We may occasionally release information about our visitors when release is appropriate to comply with law or to protect the rights, property or safety of visitors to our sites, the public, our customers, or our company and its employees, agents, partners and affiliates. In the unlikely event that our company, or the bulk of our assets relating to this site, is acquired by another company, information on our visitors would be among the transferred assets.

**2.6 Sites to Which We Link.** Our site may provide links to other websites, and provide access to products and services offered by third parties, whose privacy policies we don't control. When you access another site or purchase products or services or conduct other transactions through our sites, use of any information you provide is governed by the privacy policy of the operator of the site you're visiting or the provider of such products or services.

**2.7 Shopping.** When you make a purchase on our site, we will ask for information, including your contact details of name, address, telephone and email. If making a purchase through indyrepnews.com, credit card information is handled through paypal.com We may also ask you to provide additional information such as login name and password. Your information can be updated, reviewed or deleted by contacting our office.

If making a purchase by calling the newspaper's office, we will use the information you provide to process your transaction and to contact you regarding your purchase if necessary. We will share this information with our credit card processing service, currently paypal.com, to the extent necessary to facilitate your purchase. We will

not sell or rent your personal billing information to any third party.

**2.9. Opting Out.** If you remove your registration information completely, you may not be able to continue using certain services that require registration such as the Service's on-line edition. You agree that we may use your information to contact you for customer service, to inform you of important changes or additions to our site or the services offered over our site and to send you administrative notices or any communications relevant to your use of our site.

If you have subscribed to one of our email newsletters, you will always have the opportunity to unsubscribe from future mailings.

**3.0. Storage of Information.** All information gathered on our site is stored within a database operated by us or by a contractor on our behalf. Sensitive information, such as your password is encrypted for storage. For e-commerce transactions, in certain instances we may transmit your billing information using encryption. Encryption scrambles your credit card number and personal information. However, as effective as encryption technology is, no security system is impenetrable. We cannot guarantee the security of our database.