

# Terms of Use

Coastal Enterprises, Inc. ("CEI") owns and operates this website – [www.mainewomensbusinesslist.com](http://www.mainewomensbusinesslist.com) and its related pages (the "Website").

PLEASE REVIEW THESE TERMS OF USE CAREFULLY. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION CONCERNING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. YOUR USE OF THE WEBSITE SIGNIFIES YOUR AGREEMENT TO THESE TERMS OF USE AND OUR PRIVACY POLICY. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, YOU SHOULD NOT ACCESS OR USE THE WEBSITE.

As used in this Terms of Use ("TOU") the terms "we," "our," and "us" refers to CEI, which is the owner and operator of [www.mainewomensbusinesslist.com](http://www.mainewomensbusinesslist.com). The terms "you" and "your" used in this TOU refer to you as the user or viewer of the Website.

## Your Agreement With Us

This document governs your relationship with the Website and any services available through the Website. Access to and use of the Website is subject to the terms, conditions and notices in this TOU. By using the Website, you are agreeing to this TOU, which we may update from time to time. We may notify you of the changes by posting the modified TOU on the Website. You should check this page regularly to see if any changes have been made to this TOU. Your continued access and/or use of the Website following changes to this TOU will be considered acceptance of the revised TOU. You may not amend this TOU.

## Privacy Policy

We are committed to safeguarding the privacy of information you provide to us. Please carefully read our full [Privacy Policy](#). By providing information to us you warrant that all such information is accurate.

## Website “Dos” and “Don’ts”

As a condition to access and use the Website you agree to strictly observe and adhere to the following Dos and DON'Ts:

### 1. DO:

- Provide accurate and complete information when providing information through the Website.
- Flag or otherwise alert us to uses of the Website that violate this TOU.
- Comply with all applicable laws.

### 1. DON'T:

- Misuse the Website.
- Commit or encourage a criminal offense.
- Transmit or distribute a virus, Trojan, worm, logic bomb or any other material which is malicious, technologically harmful, or in breach of confidence or in any way offensive or obscene.
- Hack into any aspect of the Website.
- Corrupt data.
- Cause annoyance to other users.
- Violate the rights of others, including patent, trademark, trade secret, copyright, privacy, publicity, or other proprietary rights. This would include, but is not limited to, causing copyrighted material to be placed on the Website without the express permission of the copyright owner or other legal right to do so.
- Send any unsolicited advertising or promotional material, commonly referred to as “spam”.
- Attempt to affect the performance or functionality of any computer facilities of or accessed through the

Website. Breaching this provision would constitute a criminal offense and CEI will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

- Access the Website without authorization.
- Take any action on or through the Website that would constitute a criminal offense, violate the rights of others, or otherwise violate any applicable local, state, national or international law.
- Access or attempt to access any other user's account or misrepresent or attempt to misrepresent your identity while using the Website.

We reserve the right to delete any unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, racially offensive, inaccurate, or otherwise objectionable material from the Website. We will also cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate this TOU.

### **Violations of the Agreement and Termination**

We reserve the right, at our sole discretion, to immediately and without notice or cause modify, suspend, or terminate this TOU. Following any termination or expiration, you will have no further right to access or use the Website, but the terms of this TOU will continue to apply to any obligations incurred or arising prior to its termination.

If we, in our sole discretion, determine that you have breached this TOU, we will take actions to protect the Website, and/or any of our users, including but not limited to discontinuing your access to the Website; notifying your e-mail address (to the extent you have provided it to us); and/or notifying and/or sending content to and/or fully cooperating with the proper law enforcement authorities for further action.

## Your Rights

On the condition that you comply with all your obligations under this TOU, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicensable personal license and right to access and use the Website. Any other use of the Website contrary to our mission and purpose is strictly prohibited and a violation of this TOU. We reserve all rights not expressly granted in this TOU.

You also agree that we or our licensors and/or licensees retain all rights in and to the Website and any elements and/or components of the same, including but not limited to its design, layout, look, appearance, and graphics. You agree that the Website and its various elements/components are protected by copyright, trademark, and other intellectual property laws.

## Intellectual Property, Software and Content

All of the content elements displayed and/or downloadable on the Website, including photographic images, illustrations, graphic images, text, captions, video, audio-visual files, digital files and software (collectively, the "Content"), and all of the features of the Website, including their designs, trade dress, logos, pages, audio and/or video material, text, data, information, software, data compilations, digital downloads, icons, html code, xml code and products or services obtained from the Website (together with the Content, collectively, the "Site Elements") is the exclusive property of CEI or our licensors. The Site Elements are protected by national and international laws, including copyright, trademark, trade dress and other intellectual property laws. Any Content accessed or downloaded by you (whether or not such access or download was authorized) transfers no right, title or interest in or to such Content or any intellectual property rights therein. All right, title and interest in and to such Content shall remain the exclusive property of CEI and/or our licensors. No Content may be used, copied, displayed, transmitted or

otherwise exploited via any means except as expressly permitted herein. CEI hereby expressly reserves all rights in relation to the Website and Site Elements not expressly granted herein. You may not archive or retain any Content without the express prior written consent of CEI.

### **Release and Limitation of Liability**

YOU HEREBY RELEASE CEI AND ITS AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, VOLUNTEERS, ATTORNEYS, AND THEIR PREDECESSORS, SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS (“RELEASEES”), FROM ALL CLAIMS, DAMAGES, COMPLAINTS, CAUSES OF ACTION, SUITS, DEMANDS, AND EXPENSES (INCLUDING ATTORNEYS’ FEES) OF ANY NATURE WHATSOEVER, BOTH AT LAW AND IN EQUITY, EXCEPT THOSE CLAIMS THAT MAY NOT BE RELEASED OR WAIVED BY LAW, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE. YOU ALSO AGREE THAT IN NO EVENT SHALL CEI OR OTHER RELEASEES BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY KIND, WHETHER FORSEEABLE OR NOT, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THE USE, INABILITY TO USE, OR THE MALFUNCTION OF THE WEBSITE OR ANY OF THE INFORMATION AND/OR CONTENT CONTAINED ON THE WEBSITE.

### **Indemnification**

You agree to defend, indemnify, and hold harmless CEI and its affiliates, officers, directors, volunteers, and employees, from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to any third party claim concerning your use of the Website; breach of this TOU or violation of applicable law by you or any other user of the Website using the same with your consent; your information on the Website, including any claim involving alleged infringement or misappropriation of your information

through the use, development, design, production, advertising, or marketing of your information; or a dispute between you and another user of the Website.

### **Disclaimer of Warranties**

TO THE FULLEST EXTENT PERMITTED BY LAW, CEI DOES NOT WARRANT THAT THE WEBSITE WILL BE ERROR-FREE OR THAT THE WEBSITE OR ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE WEBSITE OR ITS CONTENTS RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA OR ANY OTHER COSTS, CEI IS NOT RESPONSIBLE FOR THOSE COSTS. THE WEBSITE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. CEI, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. CEI MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE WEBSITE CONTENT, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

### **Disclaimer of Consequential Damages**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CEI, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON ANY CEI WEBSITE AND/SERVICE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE AND/OR ITS CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CEI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission.

## Links to Third-Party Sites

The Website may contain links or references to other websites. CEI does not have control over third-party websites or their content and is not responsible for, and does not assume responsibility for, the privacy practices or the content of any third-party websites linked to the Website. Such linked sites are for your convenience only. You access them at your own risk. That another website is linked to this Website does not constitute an endorsement by CEI of the owner of the other site, the content of the site, or its products or services. CEI assumes no responsibility for information or services provided by any of the sites to which this Website contains links. We encourage you to review any third-party website's terms of use and privacy policy as those documents and the rules contained therein (and not CEI's Terms of Use or [Privacy Policy](#)) are applicable to your use of those sites and any information they may collect.

## Trademarks

The logo, name, and all graphics on the Website are trademarks of CEI or its affiliates. Use, reproduction, copying, or redistribution of trademarks, without the written permission of CEI or its affiliates is prohibited. All

other trademarks or servicemarks appearing on the Website are the marks of their respective owners.

## Minors

The Website is not intended for use by children under 13 years of age. Any child under 13 years of age must have his or her parent's permission to use the Website. Additional restrictions may apply to the use of some or all of our services described on our Website for users who are over the age of 13 as well.

## Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments by contacting us at: [womanowned@ceimaine.org](mailto:womanowned@ceimaine.org).

Please also contact us if you have any questions about this TOU, or if you become aware of any misuse of the Website by anyone.

With respect to complaints related to copyrights, CEI respects the intellectual property rights of others. If you are a copyright owner and you believe your intellectual property has been improperly posted or distributed via the Website, please notify us by sending an email to [womanowned@ceimaine.org](mailto:womanowned@ceimaine.org) or by sending a notice by U.S. Mail to: 30 Federal Street, Suite 100, Brunswick, ME 04011. In your email or letter, you will need to include all of the notice elements listed in the DMCA at 17 U.S.C. Section 512(c)(3). Please be aware that the DMCA makes copyright owners liable if they materially misrepresent that a user's content is infringing.

## Waiver



If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

## Miscellaneous

### *Severability*

If any provision of this TOU is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this TOU will not be affected in any way.

### *Parental Controls*

Pursuant to 47 U.S.C. Section 230(d) we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the website NetParents at <http://www.netparents.org/parentstips/browsers.html>.

### *Governing Law and Forum for Legal Disputes*

This TOU or any claim, cause of action, or dispute arising out of or related to this TOU shall be governed by the laws of the State of Maine regardless of where you access the Website, and notwithstanding any conflicts of laws principles. All claims arising out of or related to this TOU must be resolved exclusively by a state or federal court located in Cumberland County, Maine, except as otherwise agreed by us and you. You also agree that regardless of any statute or law to the contrary, any claim or cause of

action against CEI arising out of or related to the Website or the use of the Website, must be filed within one year after such claim or cause of action arose and must be filed in a court in Maine.

### **Effective Date**

These Terms of Use are effective as of February 15, 2022.

CEI reserves the right to change, modify, or otherwise alter these Terms of Use at its sole discretion at any time.