

## **Boyer Agency, Inc. Website Privacy Policy**

### **Agreement between User and [www.boyeragency.com](http://www.boyeragency.com):**

Welcome to [www.boyeragency.com](http://www.boyeragency.com). The [www.boyeragency.com](http://www.boyeragency.com) website (the "Site") is comprised of various web pages operated by Boyer Agency, Inc., (Boyer Agency). [www.boyeragency.com](http://www.boyeragency.com) is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein (the "Terms"). Your use of [www.boyeragency.com](http://www.boyeragency.com) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

[www.boyeragency.com](http://www.boyeragency.com) is a Business Information website.

The website is intended to inform and educate the public about the products and services offered by Boyer Agency.

### **Electronic Communications**

Visiting [www.boyeragency.com](http://www.boyeragency.com) or sending e-mails to Boyer Agency constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide electronically, via email and on the Site, satisfy any legal requirement that such communication is in writing.

### **Links to Third Party Sites/Third Party Services**

[www.boyeragency.com](http://www.boyeragency.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under control of Boyer Agency. Boyer Agency is not responsible for contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Boyer Agency is providing links to you only as a convenience, and the inclusion of any link does not imply endorsement by Boyer Agency of the site or any association with its operators.

Certain services made available at [www.boyeragency.com](http://www.boyeragency.com) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.boyeragency.com](http://www.boyeragency.com) domain, you hereby acknowledge and consent that Boyer Agency may share such information and data with any third party with whom Boyer Agency has a contractual relationship to provide a requested product, service or functionality on behalf of [www.boyeragency.com](http://www.boyeragency.com) as users and customers. Text messaging, opt-in data and consent is not shared with any third parties.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferrable, revocable license to access and use [www.boyeragency.com](http://www.boyeragency.com) strictly in accordance with the terms of use. As a condition of your use of Site, you warrant Boyer Agency that you will not use the Site in a manner that could damage, disable, overburden or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain materials through any means not intentionally made available or provided through Site.

All content included as part of the Service, such as text, graphics, logos and images, as well as the compilation thereof, and any software used on the Site, is the property of Boyer Agency or its

partners and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any change thereto.

You will not modify, publish, transmit, reverse engineer, participate in transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Boyer Agency content is not for resale. Your use of the Site does not entitle you to make any proprietary rights or attribution notices in any content. We do not grant you any licenses, express or implied, to the intellectual property of Boyer Agency or our licensors authorized by these Terms.

### **International Users**

The Services is controlled, operated and administered by Boyer Agency from our offices within the USA. If you access the Service from a location outside of the USA, you are responsible for compliance with all local laws. You agree that you will not use Boyer Agency content accessed through: [www.boyeragency.com](http://www.boyeragency.com) in any country or in any manner prohibited by an applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Boyer Agency, its officers, directors, employees, agents and third parties, for any loses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use or inability to use the Site or service, any user postings made by you, your violation of terms of this Agreement or your violation of any rights of a third party, of your violation of any applicable laws, rules or regulations. Boyer Agency reserves the right, at its own cost, to assume the exclusive defense and control any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Boyer Agency in asserting any available defenses.

### **Clear Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Boyer Agency agree otherwise, the arbitrator may not consolidate more than one persons claims, and may not otherwise preside over any form of a representative class or proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. BOYER AGENCY, INC., AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

BOYER AGENCY, INC., AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. BOYER AGENCY, INC., AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BOYER AGENCY, INC., AND/OR ITS SUPPLIERS BE LIABLE TO ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITH LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BOYER AGENCY, INC., OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **Termination/Access Restriction**

Boyer Agency reserves the right, in its sole discretion, to terminate your access to the Site and related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Michigan and you hereby consent to the exclusive jurisdiction and venue of courts in Michigan in all disputes arising out of or relating to the use of the Site. Use of the Site is authorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including, without limitation of this section.

You agree that no joint venture, partnership, employment or agency relationship exists between you and Boyer Agency as a result of this agreement or use of the Site. Boyer Agency's performance of this agreement is derogation of Boyer Agency's right to comply with governmental, court of law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Boyer Agency with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

**Changes to Terms**

Boyer Agency reserves the right, in its sole discretion, to change the Terms under which [www.boyeragency.com](http://www.boyeragency.com) is offered. The most current version of the Terms will supersede all previous versions. Boyer Agency encourages you to periodically review the Terms to stay informed of updates.

**Contact Us**

Boyer Agency welcomes your questions or comments regarding the Terms:

Boyer Agency, Inc.  
263 River Street  
Manistee, MI 49660

E-mail Address:  
[boyerins@boyeragency.com](mailto:boyerins@boyeragency.com)

Telephone Number:  
(231) 723-6283

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