

Terms of Use

Disclaimer

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1. GENERAL RULES AND DEFINITIONS

(applies to all Local Computerized Services websites)

1.1 This Agreement includes the Operating Rules set forth herein, constitutes User's Agreement (including customers, subscribers, and, visitors) with respect to the use of LCS services. User must agree to abide by all of the terms and conditions contained in this User Agreement in order to be an authorized User of LCS technology - also known in this document as "the service".

1.2 Use of service by User constitutes User's agreement with the terms and conditions of this Agreement. The service reserves the right, at its discretion, to change, modify, add or remove portions of this User Agreement at any time. Notification of changes in service will be posted on the service, or sent via e-mail, or sent via postal mail when requested.

1.3 IF THESE OPERATING RULES OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO USER, OR CAUSE USER TO NO LONGER BE IN COMPLIANCE WITH THIS AGREEMENT, USER MAY CANCEL AFFILIATION or MEMBERSHIP BY SENDING E-MAIL TO LCS. USER'S CONTINUED USE OF THE SERVICE NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THESE OPERATING RULES, WILL CONSTITUTE A BINDING ACCEPTANCE BY USER OF SUCH RULES, CHANGES, OR MODIFICATIONS.

1.4. The service may change, suspend, or discontinue any aspect of the service at any time, including the availability of any the service feature, database, or content.

2. The Service CONTENT AND SUBMISSIONS

2.1 The contents of the service are intended for the personal, noncommercial use of its visitors. All materials published on the service ("Content") may be protected by copyright, and owned or controlled by the service, or the party credited as the provider of the Content. Users shall abide by all additional copyright notices, information, or restrictions contained by any Content accessed through the service.

2.2. The service is protected by copyright as a collective work or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. User may not modify, publish, transmit, participate in the transfer of sale of, reproduce (except as provided in this section of the User Agreement), create derivative works from, distribute, perform, display, or in any way exploit, any of the service, or its Content, in whole or in part.

2.3 User may download or copy Content and other downloadable items displayed on the service for personal use only, provided that User abides by all copyright and other notices contained in such Content. User shall not store any significant portion of any Content owned by, or licensed to the service, in any form. Copying and storing of any Content for other than personal, noncommercial use is expressly prohibited without the prior written permission of the service, or the copyright holder identified in the individual Content's copyright notice.

3. ACCESS AND AVAILABILITY OF SERVICE AND LINKS

The service contains links to other related World Wide Web Internet sites, resources, member organizations, and, sponsor/advertisers of the service. The service is not responsible for the availability of these outside resources, or their contents.

4. REPRESENTATIONS AND WARRANTIES

4.1 User agrees to indemnify, defend, and hold the service and its affiliates, officers, and employees harmless from any claim, demand, expense or damage, including reasonable attorneys' fees relating to use of the service or violation of this Agreement.

4.2 The service does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the service by any user, information provider or any other person, business or entity.

User acknowledges that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at User's sole risk. The service reserves the right, in its sole discretion, to correct errors or omissions in any portion of the service.

4.3 Disclaimer of Warranties: the service and all downloadable software are distributed on an "as is" basis without warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. User hereby acknowledges that use of the service is at User's sole risk.

5. REGISTRATION AND SECURITY

5.1 Future membership/registration/subscription may become available to qualified users who registers (via completed/signed application) with all the required

information, provides accurate/legitimate contact information including an e-mail address, and obtains a unique service User Name and Password either now or at some future point (when or if appropriate). EACH USER IS PERMITTED TO HAVE ONLY ONE MEMBERSHIP. The service reserves the right to refuse any membership/subscription, subject to applicable state and federal laws, or cancel any membership/subscription due to a violation of this section.

5.2 As part of the registration/application process, Member/subscriber "may" be required to select a password, user name, or internet address (URL) extension or this will be selected for them by the service. Member shall provide the service with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of Member's account/subscription. Member may not (i) select or use an ID name (or similar) of another person (or entity) with the intent to impersonate that person (or entity); (ii) use a name subject to the Rights of any person other than Member without authorization; or (iii) use a ID name that the service, in its sole discretion, deems offensive.

5.3 (a) Member/subscriber shall immediately notify the service of any known or suspected unauthorized use(s) of Member's account, by sending e-mail to LCS.

5.4 Subscriber/member who is a business owner must be 18 years or older to become a Member of the service, and, a resident of the United States. When registering for or joining the service, citizens residing abroad must use their U.S. address.

5.5 You are required to maintain the confidentiality of your service password (if you have one). Each Member/subscriber is responsible for all usage or activity on his or her service account, including use of the account by any third party that may be authorized by User to use their service ID and password.

5.6 The service has no control over the Internet and cannot prevent the interception of information by unauthorized parties. Accordingly, under no circumstances will the service be responsible for any loss or damage incurred by you as the result of unauthorized interception or decryption of information transmitted.

6. COMMUNICATIONS AND PRIVACY

6.1 The service reserves the right to send electronic mail ("e-mail") to any and all Users, for the purpose of informing them of changes or additions to the Service, or of any service related products and services. However, at any time, you may request that we discontinue such e-mail notifications to you by e-mailing such request to LCS.

6.2 The service reserves the right to disclose information about User usage and demographics in forms that do not reveal Users' personal identities (both in individual, group, or aggregate form) or personal contact information.

6.3 With permission of User, the service may disclose identifying and/or contact User information to third party vendors for the purpose of providing User with information about products and services.

6.4 E-mails and other communications (other than registration information) with the service by User are not private and may be published and edited at the discretion of the service unless specifically instructed otherwise.

6.5 Although the service will not release your identifying information to third parties, you may be asked by third party Web sites viewed via the service to release such information. You are never required to release this information, and whether you do is optional and strictly up to you. However, if you do release your personal information to a third party viewed via the service, the service will not be responsible for any adverse consequences that may result there from.

7. MISCELLANEOUS

7.1 This User Agreement has been made in and shall be construed and enforced in accordance with Virginia law. Any action to enforce this agreement shall be brought in the federal or state courts located in Richmond, Virginia.

7.2 In the event of any litigation arising out of the term or performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

7.3 Official correspondence must be sent via first-class certified mail to: Local Computerized Services.

7.4 Special Offers - such as in the case with free Webcards may require that LCS has (or will soon) establish local search criteria for the local area and listings. Those who are interested in this special offer must check AllAccessCommunities.com in advance to see if local listings have been established for their immediate location.

8. ASSOCIATES OF THE SERVICE

8.1 The service may associate itself with those who are not employees of the service and will refer to these as consultants in situations where compensation is involved. Compensation will generally be by commissions or a flat fee payment.

8.2 Consultants of the service must complete a W-9 form for tax purpose to report any payments for consulting services that exceed \$600 per calendar year. Consultants agree to use their resulting 1099 at year end to report their income to the IRS.

8.3 Unless otherwise specifically indicated in writing, all consultant commissions are a one-time payment for services provided. This includes all individual sales made on behalf of the service.

8.4 Any associate/consultant/user of the service agrees to not compete with LCS in its varied services, or, to emulate its concepts in any way. This agreement is in effect from the moment the associate is introduced to the LCS concept and beyond.

8.5 All those associated with LCS as a representative, consultant or user will deem the relationship with the service in the highest esteem. Goodwill and fair play will be the governing attitude of all associates of the service towards LCS and its employees.

8.6 Termination of the business relationship of the service with any associate will be at the sole discretion of LCS. The associate agrees that any grievances of the associate or former associate will be worked out directly with LCS if possible. Regardless, the final decision will be by LCS and the associate agrees not to take legal action against the service.

8.7 Qualified associates may apply for a local franchise. Where franchises are awarded, the franchisee agrees to abide by the franchise rules and regulations that will be provided by LCS. A franchise of the service is an independent separate company that operates under the rules of LCS for the service. The franchisee agrees to pay LCS the stated annual franchise fee and/or royalties as a reseller of the service.

9. MEMBERSHIPS

9.1 Our user membership discount program is designed to encourage greater patronage by users (local residents) with establishment members (local businesses). Therefore, upon presenting valid identification of membership, member organizations agree to honor a flat 25% discount to user members (up to \$100 savings cap per individual event or purchase). Discounted products and services will be carefully and specifically identified (and controlled) *in advance* by each establishment member. The establishment member is always in control of its inventory (products or services) and published prices.

A. Establishment Member = is a business or other establishment that specifically subscribes to and pays annually to the "Tour Main Street" (TMS) eMarketing membership program (does not apply to *FREE* listings). Establishment member participation in the discount program is completely *voluntary* and not a direct requirement or contingency of the paid TMS membership. You can still become a member of TMS but not offer discounts of 25% to resident members. Please clearly indicate your intent in writing when joining TMS.

B. User Member = pertains to future "*paid membership*" programs for individual users (local residents) of the system that subscribe annually to programs such as:

1. Frequent Driver Program
2. Frequent Patron Program
3. Other individual user discount programs instituted by LCS

Such resident memberships will be designed and promoted locally and at a reasonable cost to the local community. And, similar national programs for your participation may become available.

9.2 The 25% discount is initially intended for "the bottom half" of the member organizations inventory or services. The idea is to move stagnant products/services more quickly by offering a discount. However, any product/service may qualify for the 25% user discount. This will be determined by the member establishment *in advance* of the offering. LCS is available for consultation on such matters - although the member establishment is always in control of its own inventory (for products and/or services).

9.3 Unless otherwise determined by the member establishment, this 25% discount applies to standard rates and cannot be used in conjunction with other discounts or specials on the exact same products/services.

9.4 All memberships are valid for one year and must be renewed annually. Proper membership identification is required for all transactions.

9.5 This membership is not a charge program and all user members are required to pay as they go while using this membership. Similarly, member organizations must collect directly from user members. LCS will not be charged or reimbursed for any transactions between the user members and member organizations.

9.6 This discount program is subject to change with notice and with updated information on this site. Where possible, members (establishments and residents) may be notified by email of such changes.

9.7 This program is designed to "help keep local dollars local" by encouraging more local patronage to member organizations. Any abuse or misuse of this program should be reported immediately to Local Computerized Services.

9.8 Member organization (establishments) discount program participation is completely voluntary. Also, all products and/or services offered at a discount are controlled by each specific member establishment offering the discount. However, the discount will be at a flat 25% off of published rates. Transactions between member organizations and patron members are exclusive to those two parties. LCS will not be included, nor is responsible (or mediate) in any way for such transactions, disputes, or, any other business/transaction activity between such members. All issues concerns, payments, exchanges (or otherwise) will be coordinated only and directly between the buyer/seller

relationship of these member entities. Non-members within the community DO NOT qualify for this discount program.