



Terms and Conditions

Last Updated: May 8, 2023

Welcome to <https://altonworks.us> (the "Website"). These Terms and Conditions (these "Terms") govern the use of the Website by all users, including users who voluntarily submit, share or email photographs, stories or ideas ("User Content") pursuant to the Website or who subscribe to the newsletter through the Website.

Please read these Terms carefully before using the Website. By accessing or using the Website, going beyond the Website's home page, submitting, sharing or emailing User Content pursuant to the Website, or subscribing to the newsletter, you agree to be bound by these Terms. If you do not agree to all of these Terms, do not access or use the Website, submit User Content, or subscribe to the newsletter.

1. Eligibility.

The Website is available for individuals aged 13 years or older and is not directed to children under the age of 13. If you are under age 13, please exit the Website immediately. By using the Website, you represent and warrant that you are 13 years of age or older. Additionally, you must be at least 18 years old to submit, share or email User Content pursuant to the Website. By submitting User Content, you represent and warrant that you meet this age requirement.

2. User Content License Grant.

By submitting, sharing or emailing User Content, you grant, and you represent and warrant that you have the right to grant, Waterfront Properties Holdings, LLC, an Illinois limited liability company, and its parents, subsidiaries, affiliates, licensors, successors and assigns (individually and collectively, "AltonWorks"), a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, edit, copy, publish, print, disseminate, exhibit, and perform the User Content, or any portion thereof, in connection with the Website and AltonWorks' business, including, without limitation, for promoting and redistributing part or all of the Website and modifications thereto, in any media formats and through any media channels, whether now known or hereafter devised.



3. User Content Guidelines.

You agree not to submit, share or email User Content that:

- A. Infringes on, violates, or misappropriates any patent, trademark, trade secret, copyright, or other intellectual property or proprietary rights of any party.
- B. Is unlawful, confidential, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy or publicity, inappropriate, sexually explicit, pornographic, indecent, hateful, or otherwise objectionable.
- C. Contains any unsolicited or unauthorized advertising, promotional materials, spam, junk mail, or any other form of solicitation.
- D. Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
- E. Impersonates any person or entity or falsely states or otherwise misrepresents an affiliation with a third party or entity.

4. Intellectual Property Rights.

The Website, its arrangement, and the artwork, designs, text, graphics, logos, icons, images, photographs, and content displayed on the Website, including but not limited to the ALTONWORKS name and logo, are (i) owned by or licensed to AltonWorks, (ii) provided for your information and may not be used for your commercial, personal or any other use, and (iii) protected by copyright and other intellectual property laws, treaties, and conventions. No part of the Website may be reproduced, republished, copied, transmitted, displayed, modified, or distributed in any form or by any means without the prior written permission of AltonWorks.

5. Claims of Copyright Infringement; Policy.

AltonWorks respects the intellectual property of others. If you believe that your work has been copied on the Website in a way that constitutes copyright infringement, please provide the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the claimant of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of where the material that you claim is infringing is located on the Website; (4) your address, telephone number, and e-mail address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright claimant, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright claimant or authorized to act on the copyright claimant's behalf. For purposes of this Section, AltonWorks can be contacted as follows:

AltonWorks
Attn: Chad W. Brigham, Esq.
One Court Street, Suite 500
Alton, IL 62002
info@altonworks.us



6. Disclaimer of Warranties.

The Website is provided on an “as is” and “as available” basis without any representations or warranties of any kind, whether express or implied. AltonWorks, to the fullest extent permitted by law, disclaims all warranties, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Further, AltonWorks makes no representations or warranties about the accuracy, integrity, reliability, completeness, or timeliness of the Website and AltonWorks does not warrant that the Website will operate error-free or that the Website or its server are free of computer viruses or other harmful items.

7. Limitation of Liability.

In no event shall AltonWorks be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if AltonWorks has been advised of the possibility thereof), resulting from the use of or inability to use the Website. Your use of the Website is at your own risk.

8. Indemnification.

You agree to indemnify, defend, and hold harmless AltonWorks and its members, managers, officers, employees, agents, attorneys and licensors from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys’ fees and costs, arising out of or in any way connected with your access to or use of the Website, your violation of these Terms, or your infringement of any intellectual property or other right of any third party.

9. Modification to Terms.

AltonWorks may revise these Terms at any time by updating this page. You should visit this page periodically to review the current Terms, as they are binding on you. Your continued use of the Website after any changes to these Terms constitutes your acceptance of the new Terms.

10. Governing Law and Jurisdiction; Severability.

These Terms and any dispute arising out of or in connection with the use of the Website shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the Circuit Court of Madison County, Illinois to resolve any legal matter arising from these Terms or your use of the Website. In the event that any of the provisions of these Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

11. Contact Information.

If you have questions about these Terms or the Website, please contact us at info@altonworks.us.