

The Country Journal Publishing Company

Terms of Use

Effective date: Feb. 2, 2016

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We reserve the right to amend these Terms of Use periodically without notice to you. You acknowledge and agree that it is your responsibility to review these Terms of Use from time to time and to be aware of any changes. Your use of this site after such changes serves as your acknowledgement of the then modified Terms of Use and agreement to follow and be bound by the modified Terms of Use.

We do not knowingly collect or solicit personal information from anyone under the age of 13. If you are under the age of 13, please do not attempt to register with the Company or send any personal information about yourself to us. By use of this website, you affirm you are at least 13 years of age or are the age of majority in the jurisdiction in which you reside. If we learn that we have collected personal information from a child under age 13, we will delete that information as quickly as possible. It is our Company's policy to comply with all applicable laws.

2. Our Website Services

Various services are available on this site, including but not limited to: industry articles of interest, job postings, news articles and other featured links, video presentations, podcasts, and a variety of other information and services. You are solely responsible for providing, at your own expense, all equipment necessary to use our services, including a computer, modem, Internet access, and payment of any fees or costs associated with access.

We reserve the right to either modify or discontinue the site, including any features or services therein, at any time and without any notice to you. We shall not be liable to you or any third party should we exercise this right. Modifications may include the addition of fee-based services or changes in limitations of what we offer. Any new features that enhance or support our then current services on this site shall also be subject to these Terms of Use.

By using our site, you understand and agree that there may be temporary interruptions of the services available through this website that occur as normal events; that we do not control third party networks you may access to use this site and therefore, there may be delays or disruptions of other network transmissions that are not within our control. Further, you understand and agree that the services available or provided on this website are provided “AS IS”, meaning that we assume no responsibility for the timeliness, delivery, deletion or failure to store any user communications or personalized settings.

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To access some of the services on this website, a separate account and password will be required. This information can be obtained by completing our on-line registration form, which requires your information and data (“your registration data”). It is your responsibility to maintain and update your registration data as required. By registering, you agree that all information provided in your registration data is true and accurate and that you will maintain and update your registration data as necessary to keep it current, accurate and complete.

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Through your use of our site, you may have opportunities to engage in commercial transactions with other users or vendors. You acknowledge that all transactions relating to products or services offered by any party, including purchase terms, payment terms, warranties, maintenance and delivery terms relating to such transactions are agreed to solely between the seller and purchaser of such products or services and you. We are not liable in any way for third-party products or services offered through this site or for assistance in conducting commercial transactions through this site, including without limitation the processing of orders.

6. Indemnification

You agree to indemnify, defend and hold Company, its affiliates, officers, directors, agents, licensors, services providers harmless any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising from your breach of these Terms of Use or the documents referenced and incorporated herein, or your violation of any law or third-party rights.

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We assume no liability, obligation or responsibility for any part of such correspondence or promotion.

8. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to law enforcement authorities, as we deem appropriate. Upon termination or suspension, regardless of the reasons, your right to use the services available on this website shall immediately cease, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with our actions. Sections 1, 3, 4, 6, and 8 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination.

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10. Notices

All notices to a party shall be in writing and shall be made via either email or conventional mail. Notices to use must be sent to the attention of Mark Avery at mark@grainnet.com, if by email, or at The Country Journal Publishing Company, 3065 Pershing Court, Decatur IL 62526-1564, if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your registration data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other important matters. Such broadcasts shall constitute notice to you. Any notices or communication under these Terms of Use shall be deemed delivered to the party receiving such communications: (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent via U.S. mail, return receipt requested; (d) on the delivery date if transmitted by confirmed facsimile; or (e) on the delivery date if transmitted by confirmed email.

11. Assignment

By use of this site, you agree that Company may assign all or part of this agreement, without notice and without such assignment considered a change in our agreement with you. You further agree that Company will be released from all liability upon assignment; the assignee shall have the same rights and obligations with you as the assignor.

12. No Joint Venture, Partnership or Agency Relationship

You understand and agree that there is no joint venture, partnership, agency or employment relationship between you and any service providers or suppliers or Company as a result of your use of this site or from these Terms of Use.

13. Entire Agreement

All rights not granted herein are reserved by the Company, its affiliates, licensors or other third parties, and any failure by us to exercise or enforce rights or provisions hereunder shall not be a waiver of such rights or provisions at any time present or future.

14. Contact Information

Any questions or comments regarding these Terms of Use shall be directed to:

Mark Avery, Publisher, 217-877-9660, mark@grainnet.com