

Terms of Use

Shelter Island Gazette Shelter Island Gazette Business Directory Shelter Island Gazette Calendar

These Terms of Use were updated January 29, 2019.

Welcome to the Shelter Island Gazette (<https://shelterislandgazette.com>), Shelter Island Gazette Business Directory (<https://business-directory.shelterislandgazette.com>), and Shelter Island Gazette Events Calendar (<https://calendar.shelterislandgazette.com>), collectively, this "Website". This Website is provided to assist users in figuring out where to go and what to do on New York's Shelter Island, including features about the Island's people, places and history.

Read these Terms of Use. By accessing or using this site in any manner, you agree to be bound by the terms set forth below.

Note: Headings, section markers and other formatting devices used here are for convenience of reference only, are not part of this agreement and shall not affect the construction of, or be taken into consideration in interpreting, this agreement.

Agreement

The terms "we", "us", "our" and "Harelegger Media" refer to Harelegger Media LLC, a New York corporation and/or our subsidiaries. The term "you" refers to the customer visiting the Website and/or contributing content on this Website.

The Website is offered to you conditioned upon your acceptance without modification of any/all the terms, conditions, and notices set forth below (collectively, the "Agreement").

By accessing or using this Website in any manner, you agree to be bound by the Agreement and represent that you have read and understood its terms. Please read the Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept all of these terms and conditions, please do not use this Website.

We may change or otherwise modify the Agreement in the future, and you understand and agree that your continued access or use of the Website after such change signifies your acceptance of the updated or modified Agreement. We will

note the date that revisions were last made to the Agreement at the top of this page, and any revisions will take effect upon posting.

We will notify our registered users of material changes to these terms and conditions by either sending a notice to the email address provided to us at registration or by placing a notice on our Website. Be sure to return to this page [hyperlink = <https://shelterislandgazette.com/terms-of-use/>] periodically to review the most current version of the Agreement.

The Website

As a condition of your use of this Website, you warrant that:

- all information supplied by you on this Website is true, accurate, current and complete, and
- if you have an account or accounts on this Website, you will safeguard your account information. You will supervise and be completely responsible for any use of your account by anyone other than you, and
- you are 13 years of age or older in order to register for an account and contribute to the Website. Harelegger Media does not knowingly collect the information of anyone under the age of 13.

We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement. By using the Website, and our services, including any Harelegger Media products or services that facilitate the sharing of content from third party sites, you understand that you are solely responsible for any information that you share with us.

Prohibited Activities

You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to:

- use this Website or its content for any commercial purpose
- access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
- take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;

- deep-link to any portion of this Website for any purpose without our express written permission;
- “frame”, “mirror” or otherwise incorporate any part of this Website into any other website without our prior written authorization; or
- attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Harelegger Media in connection with the Website or the services.

Privacy Policy and Disclosures

Harelegger Media believes in protecting your privacy. Please review our current Privacy Policy, which also governs your use of the Shelter Island Gazette and Gazette Events Calendar to understand our practices. In certain circumstances we may disclose information about you to third parties if we determine, in our sole discretion, such disclosure is necessary (a) to protect our systems, assets, employees, members and customers; (b) to ensure the integrity and operation of our business and systems; or (c) to comply with legitimate and enforceable governmental requests, subpoenas or court orders. We may choose to comply with or disregard such requests or orders in our sole discretion. Harelegger Media’s right to disclose information, including but not limited to user profile information (i.e. name, email address, etc.), IP addressing and traffic information, usage history, and posted Content, shall take precedence over any terms of our Privacy Policy.

Comments, content contributions, reviews and other submissions

Please be aware that by submitting content to the Website by email, via any synchronization product, postings on this Website or otherwise, including any content that is transmitted to your account by virtue of any comments, contributions, reviews, questions, photographs or videos, suggestions, ideas or the like contained in any submissions (collectively, “Submissions”), you grant Harelegger Media and its affiliates a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised, for any purpose; and (b) use the name that you submit in connection with such Submission.

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- Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
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- Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including Harelegger Media;
- Unsolicited promotions, political campaigning, advertising, contests, raffles, or solicitations;
- Private information of any third party, including, without limitation, surname (family name) addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- Viruses, corrupted data or other harmful, disruptive or destructive files;
- Content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
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If it is determined that you retain moral rights (including rights of attribution or integrity) in the Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the Content by Harelegger Media or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the Content; and (d) you forever release Harelegger Media, and its licensees, successors and assigns, from any claims that you could otherwise assert against Harelegger Media by virtue of any such moral rights.

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- your breach of this Agreement or the documents referenced herein;
- your violation of any law or the rights of a third party; or
- your use of this Website or our services.

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- Harelegger Media
- Shelter Island Gazette
- Shelter Island Gazette Business Directory

- Shelter Island Gazette Events Calendar
- Shelter Island Gazette Visitors Guide
- the website logo in all its variations
- the tagline “life between the ferries” in all its variations, and
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The Website is operated by a U.S. entity and this Agreement is governed by the laws of New York State, USA. You hereby consent to the exclusive jurisdiction and venue of courts in New York, USA and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of this Website. You agree that all claims you may have against Harelegger Media LLC arising from or relating to this Website must be heard and resolved in a court of competent subject matter jurisdiction located in New York State. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

General provisions

You agree that no joint venture, agency, partnership, or employment relationship exists between you and Harelegger Media LLC and/or affiliates as a result of this Agreement or use of this Website. Our performance of this Agreement is subject to

existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use.

To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Website within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

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 limitations 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 remaining provisions in the Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Harelegger Media with respect to our websites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and Harelegger Media with respect to our websites.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Fictitious names of companies, products, people, characters, and/or data mentioned on this Website are not intended to represent any real individual, company, product, or event.

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Service help

For assistance, can use contact forms on the Website, or you can write to us at: Harelegger Media LLC, PO Box 1024, Shelter Island Heights, NY 11965

Third-party Terms of Use

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