The Taubman Company LLC Tenant Coordination Website Terms of Service

Welcome to The Taubman Company LLC's Tenant Coordination website. By using this website, you agree to use this website in accordance with all applicable laws and regulations and in accordance with the terms and conditions outlined herein (the "Agreement"). These terms and conditions may be updated by The Taubman Company LLC from time to time without notice to you, and you further agree to be bound by the version of this Agreement that is in effect each time you visit this website.

The Taubman Company LLC recommends that you download and print this Agreement to keep for your records.

License and Website Access

The Taubman Company LLC grants you a limited, non-exclusive and revocable license to use this website in accordance with the terms and conditions of this Agreement. The Taubman Company LLC reserves the right to suspend or revoke your license in our sole discretion and without notice to you. The content of this website, including but not limited to the documents, text and images herein and their arrangement, are copyright © 2005 by The Taubman Company LLC. All Rights Reserved. You may download copyrighted material for your personal use; however, you may not copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any copyrighted material. You acknowledge that The Taubman Company LLC and/or third party content providers retain ownership of the posted materials and that you are not acquiring any ownership rights by downloading copyrighted materials.

Your Representations and Warranties

You represent and warrant that you possess the legal right and ability to enter into this Agreement and that all information submitted to The Taubman Company LLC and/or any other affiliate through this website is true, accurate and current. You are responsible for any third-party fees, taxes or other charges incurred by you in accessing this website (such as internet charges).

Intellectual Property and Trademarks

All content on this website, including but not limited to, text, graphics, logos, button icons, images, headers, illustrations, audio clips, digital, downloads, data compilations, video clips and software is the property of The Taubman Company LLC or its content suppliers, and is protected by United States and international copyright laws. In addition, all trademarks and intellectual property are also the property of The Taubman Company LLC or its content suppliers and any use, misuse or copying of any trademarks or intellectual property is prohibited without the express authorization of The Taubman Company LLC.

Limitation of Liability and Warranty

YOU AGREE THAT USE OF THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK AND THAT THIS WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE TAUBMAN COMPANY LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, LINKS TO OTHER WEBSITES OR PRODUCTS INCLUDED ON THIS WEBSITE OR THE ACCURACY OR CONTINUED AVAILABILITY OF ANY OF THE FOREGOING.

THE TAUBMAN COMPANY LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TAUBMAN COMPANY LLC DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: 1) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES; AND 2) ANY WARRANTIES OF TITLE OF WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TAUBMAN COMPANY LLC DOES NOT WARRANT THAT THIS WEBSITE OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND THE TAUBMAN COMPANY LLC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

Links to Other Websites

Some of the websites which may be listed as links herein are not under the control of The Taubman Company LLC. Accordingly, The Taubman Company LLC makes no representations whatsoever concerning the content of those websites. The fact that The Taubman Company LLC has provided a link to a website is NOT an endorsement, authorization, sponsorship, or affiliation by The Taubman Company LLC with respect to such website, its owners, or its providers. The Taubman Company LLC is providing these links only as a convenience to you. The Taubman Company LLC has not tested any information, software, or products found on these websites and therefore cannot make any representations whatsoever with respect thereto. There are risks in using any information, software, or products found on the Internet; and The Taubman Company LLC cautions you to make sure that you completely understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet.

Information Provided by You

If you respond to The Taubman Company LLC with information, including but not limited to feedback, data, questions, comments, suggestions, or the like, such information shall be deemed to be non-confidential; The Taubman Company LLC shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose, and distribute the information to others without limitation. The Taubman Company LLC shall be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products incorporating such information.

Indemnification

You agree to indemnify, defend and hold harmless The Taubman Company LLC and each member and partner thereof, its subsidiaries and other affiliated companies, its officers, directors and employees from all liabilities, claims and expenses, including reasonable attorney fees that arise from your use or misuse of this website or your breach of this Agreement.

Applicable Law

By visiting The Taubman Company LLC website, you agree that the laws of the State of Michigan, without regard to Conflict of Laws Rules or Principles, will govern these terms and conditions and any dispute that might arise between you and The Taubman Company LLC. You agree to the personal and exclusive jurisdiction of the courts located in the Counties of Wayne and Oakland, Michigan.

Severability

This agreement constitutes the entire agreement between you and The Taubman Company LLC with respect to this website and supercedes all prior or contemporaneous communications, whether oral, written or electronic, between you and The Taubman Company LLC. Should any of these Terms of Use conditions be held invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

Termination

The Taubman Company LLC reserves the right to immediately terminate this Agreement and/or your access to this website, with or without notice to you, for any reason or no reason.

Applicability

As used herein, "The Taubman Company LLC" includes The Taubman Company LLC and its subsidiaries, owners, affiliates, officers, directors and employees.