

# Terms of Service for East Rim Trail, Boston Heights, Ohio

Last Updated: February 19, 2025 🌞📅

Welcome to East Rim Trail! We're thrilled to have you join our community of outdoor enthusiasts. These Terms of Service ("Terms") govern your access to and use of our website, mobile applications, in-person services, and all other products or services provided by East Rim Trail ("Services"). By using our Services, you agree to abide by these Terms, so please read them carefully. If you do not agree to these Terms, please refrain from accessing our Services.



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## 1. Introduction & Acceptance 📖✅

### 1.1 Overview

East Rim Trail, located in the beautiful Boston Heights, Ohio, offers a diverse range of outdoor activities—from guided hikes and mountain biking adventures to trail information, community events, and exclusive merchandise. We aim to create a safe, fun, and engaging environment for all our users while promoting conservation and sustainable outdoor recreation. 🌅🏡🌿

#EastRimTrail #BostonHeights #OutdoorAdventure

### 1.2 Acceptance of Terms

By accessing or using our Services, you confirm that you have read, understood, and agreed to be bound by these Terms and any future modifications. Your continued use of our Services signifies your acceptance of these Terms. We encourage you to review these Terms periodically for any changes. 🔄📖

#ReadTheTerms #StayInformed

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## 2. Modifications to Terms 🛠️📝

We reserve the right to modify or update these Terms at any time without prior notice. Any changes will be posted on our website and will be effective immediately upon posting. It is your responsibility to review these Terms regularly. Your continued use of our Services after modifications implies your acceptance of the revised Terms. 🔔📝

#TermsUpdate #PolicyChanges #StayCurrent

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## 3. Use of Our Services 🔑🌐

### 3.1 Eligibility

You must be at least 18 years old or the legal age of majority in your jurisdiction to use our

Services. By using our Services, you represent and warrant that you meet these eligibility requirements. 🎉👤

#AgeRequirement #LegalUser

### 3.2 Account Registration

Some features of our Services may require you to create an account. When you register, you agree to provide accurate, current, and complete information. You are responsible for maintaining the confidentiality of your account details, including your password, and for all activities that occur under your account. 🔒👤

#AccountSecurity #UserResponsibility

### 3.3 Permitted Use & Prohibited Conduct

You agree to use our Services for lawful purposes only. You must not misuse our Services or interfere with their functionality. Prohibited activities include, but are not limited to:

- Unauthorized access or use of our systems
- Transmitting viruses or malware
- Disrupting or degrading our Services
- Posting defamatory, obscene, or harmful content

Please respect other users and our community guidelines at all times. 🚀⚠️

#UseResponsibly #NoMisuse #CommunityGuidelines

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## 4. Intellectual Property Rights 🧠💡

### 4.1 Ownership of Content

All content available on our Services—including text, images, logos, graphics, and software—is the property of East Rim Trail or its licensors and is protected by applicable intellectual property laws. Unauthorized reproduction, distribution, or commercial use of any content is strictly prohibited without our express written permission. 🎨📖

#IntellectualProperty #RespectContent

### 4.2 User-Generated Content

When you contribute content (e.g., reviews, comments, photos) to our Services, you grant East Rim Trail a worldwide, royalty-free, non-exclusive license to use, reproduce, modify, and distribute your content. You affirm that you have the rights to share the content you submit.



#UserContent #ContentLicense

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## 5. Disclaimers & Limitations of Liability ⚖️!

### 5.1 Disclaimer of Warranties

Our Services are provided on an "as-is" and "as available" basis. We make no warranties—express or implied—regarding the accuracy, reliability, or availability of our Services. While we strive for excellence, we do not guarantee uninterrupted or error-free access. Use our Services at your own risk. 🔍🚧

#NoWarranties #AsIs

### 5.2 Limitation of Liability

To the fullest extent permitted by law, East Rim Trail shall not be liable for any damages or losses arising from your use of our Services, including direct, indirect, incidental, or consequential damages. Our total liability is limited to the amount you have paid, if any, for accessing our Services. 📊🔒

#LiabilityLimit #UseAtYourRisk

### 5.3 Indemnification

You agree to indemnify and hold harmless East Rim Trail, its officers, directors, employees, and agents from any claims, damages, liabilities, or expenses arising from your use of our Services or violation of these Terms. 🤝🛡️

#Indemnify #ProtectOurCommunity

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## 6. Third-Party Links & Content 🌐🔗

Our Services may contain links to third-party websites or resources for your convenience. We are not responsible for the content, products, or services provided by these third parties. Your use of any third-party site is at your own risk. ➡️📱🤖

#ThirdPartyLinks #ExternalResources

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## 7. Governing Law & Dispute Resolution ⚖️🏛️



These Terms are governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law principles. Any disputes arising under or in connection with these Terms shall be resolved through binding arbitration in the appropriate Ohio county, in accordance with the rules of the American Arbitration Association. 🏛️🤝

#GoverningLaw #Arbitration #OhioLaw

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## 8. Termination & Suspension 🛑🔴

We reserve the right to suspend or terminate your access to our Services at any time, without notice, for conduct that we believe violates these Terms or harms our community. Upon



termination, all rights granted to you under these Terms will cease immediately, and you must discontinue using our Services.  

#Termination #SuspendAccess

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## 9. Miscellaneous

### 9.1 Entire Agreement:

These Terms constitute the entire agreement between you and East Rim Trail regarding your use of our Services, superseding any prior agreements.  



#EntireAgreement #LegalBinding

### 9.2 Severability:

If any part of these Terms is deemed unenforceable, the remaining provisions will continue in full force and effect.  

#Severability #LegalClarity




### 9.3 Waiver:




No waiver of any provision in these Terms will be effective unless in writing. Our failure to enforce any part of these Terms does not constitute a waiver of our rights.  

#NoWaiver #RightsReserved

### 9.4 Contact Us:

If you have any questions, concerns, or comments about these Terms, please contact us at:

- **Email:** [insert email address] 
  - **Phone:** [insert phone number] 
  - **Address:** [insert physical address] 
- #ContactUs #CustomerSupport
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By accessing or using our Services, you confirm that you have read, understood, and agreed to these Terms in their entirety. Thank you for being part of our community and for embracing the adventure with East Rim Trail!   

#EastRimTrail #BostonHeights #TermsOfService #CommunityGuidelines #LegalTerms  
#StaySafe #OutdoorAdventure #DigitalPolicy #UseResponsibly #2025Updates

