

## **PRIVACY POLICY & TERMS OF USE**

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### **1. REGISTRATION; REGISTRATION INFORMATION**

Registration is required in order to access and use this website, and you will be asked to provide certain details or other information in connection with registration. Any and all information you provide must be correct, current, and complete. MAC may refuse access to this website, and to suspend or terminate your access at any time if MAC believes the information provided is not correct, current, or complete.

### **2. PERMITTED USE**

This website and its information may be used for your internal business purposes and any other lawful purposes expressly permitted by this website. This website and its information may not be used for any other purpose, including any commercial purpose, without MAC’s express prior written consent.

### **3. PROHIBITED USE**

Your access to and use of this website are conditioned upon use for permitted purposes only. You may not:

- a. Use any computerized or automated device, software process, routine or means to access this website for any purpose, including without limitation, monitoring or copying any of the information on this website.
- b. Use this website in any manner that could disable, overburden, damage, or impair the MAC’s operations and organizational purposes, the website, or interfere with any other party’s use of this website.
- c. Use any device, software or routine that interferes with the proper working of this website.
- d. Use this website in any way in violation of any applicable law or regulation, whether federal, state, local or international (including, without limitation, any laws or regulations regarding the export of data or software to and from the US or other countries).
- e. Impersonate or attempt to impersonate another user or any other person or entity (including, without limitation, by using e-mail addresses, registration information, or passwords associated with any of the foregoing).

- f. Engage in any conduct that restricts or inhibits the MAC's or anyone else's use or enjoyment of this website, or which, as determined by us, may harm the MAC or any user of this website or expose the MAC or any user of this website to liability.
- g. Introduce any viruses, Trojan horses, worms, logic bombs or other malicious or technologically harmful material.
- h. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of this website, the server on which this website is stored, or any server, computer or database connected to this website.
- i. Attack this website in any manner, including without limitation, by way of a denial-of-service attack or a distributed denial-of-service attack.
- j. Otherwise attempt to interfere with the proper functioning of this website.

#### **4. DISCLAIMERS**

The information on this website is provided by MAC for informational purposes only. The information on this website is not exhaustive and is not necessarily complete, up-to-date, or error-free. The information on this website is not, is not intended to be, and should not be considered as, a recommendation, endorsement, offer, or solicitation to buy or sell any security. MAC does not provide investment, legal or tax advice, and the website and the information contained on it is not intended for use in making an investment decision. Investors should consult their own investment, legal or tax advisers regarding the appropriateness of investing in the securities of issuers described on this website. Nothing herein should be construed to be an endorsement by MAC of any issuer or as an offer to sell or a solicitation to buy any security or other financial instrument. While the information on this website is based upon information provided to MAC by its members and users or otherwise publicly available from sources believed by the MAC to be reliable, MAC has not independently verified the accuracy or the currency of such information, and MAC expressly disclaims any liability for the accuracy, timeliness or completeness of any information on this website. MAC specifically disclaims any responsibility to update any information on this website. The information on this website is not intended for use in any regulatory, judicial, quasi-judicial, administrative or other similar proceeding, and should not be used or relied upon for evidentiary purposes or as proof of or corroboration for any fact or circumstance. The information on this website should not be relied upon in place of professional judgment. The Municipal Advisory Council of Michigan is not an agency of the State of Michigan or any other government entity.

MAC does not guarantee or warrant that files accessed on the Internet will be free of viruses, worms, Trojan horses, or other malicious code or technologically harmful material. MAC does not assume, and specifically disclaims, any responsibility or risk for your use of the Internet.

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**CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MAC DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE INFORMATION HEREON IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE INFORMATION MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAC MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT MAC, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS WEBSITE OR ITS CONTENT. MAC MAKES NO WARRANTIES THAT YOUR USE OF THE INFORMATION WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH INFORMATION.**

All of the information in this website, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this website, and MAC does not undertake any obligation to update such information after it is posted or to remove such information from this website if it is not, or is no longer, accurate or complete.

## **5. LIMITATION ON LIABILITY**

**MAC, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF MAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF MAC AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO MAC FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.**

## **6. INDEMNITY**

By accessing this website, you agree to and you will indemnify and hold MAC, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, attorneys, and contractors (the "Indemnified Parties") harmless from any breach of these Terms by you, including any use of information contained hereon other than as expressly authorized in these Terms. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless for, from and against

any claims brought by third parties arising out of your use of the information accessed from this website.

## **7. PROPRIETARY INFORMATION**

The material and content accessible from this website and any other Internet website owned, operated, licensed, or controlled by MAC (the “Information”) is the proprietary information of MAC or the party that provided the Information to MAC, and MAC or the party that provided the Information to MAC retains all right, title, and interest in the Information, including but not limited to all copyrights in the Information. Subject to any other applicable terms, conditions, and disclaimers stated in these Terms, the Information may be used, copied, reproduced, or transmitted for your internal business purposes, provided that you do not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Information. Modification or use of the Information except as expressly provided in these Terms is not permitted and violates the intellectual property rights of MAC and/or the parties that provided the Information to MAC. Neither title nor intellectual property rights are transferred to you by access to this website.

## **8. MAC REPORTS; NON-MAC INFORMATION AND DISCLAIMERS**

- a. MAC Reports.
- b. The Information includes or may include data contained in one or more reports prepared by or for MAC (collectively, the “Reports”), including without debt reports, debt summary reports, and overlapping debt reports. The Reports have been prepared by or for MAC for informational purposes only, and are not intended to be, and should not be considered as, a recommendation, endorsement, offer or solicitation to buy or sell any security of the issuer to which it applies. The information set forth in the Reports has been obtained from the issuer and from sources believed to be reliable, but the MAC has not independently verified such information. The MAC specifically disclaims any responsibility for, and makes no representations, warranties or guarantees about, the completeness or accuracy of such the Reports and Information and any duty to update such Reports and Information. The Reports reflect information as of the date referred to therein, as derived from filings received by MAC from the issuer or otherwise publicly available sources. The reader of the Reports is advised to obtain current information from the sources of Information in the Reports and other sources before making any investment decision with respect to any security.
- c. Municipal Securities Rulemaking Board (“MSRB”). The Information includes or may include certain data supplied by the Municipal Securities Rulemaking Board (“MSRB Information”). Your use of MSRB Information is governed and may be limited by any applicable terms of use promulgated by the MSRB. Your access to and use of this website in no way grants or entitles you to any permission or rights to MSRB Information except as may be permitted by the MSRB.
- d. CUSIP Global Services (“CGS”). The Information includes or may include certain data supplied by CUSIP Global Services (“CUSIP Data”). Your access to the CUSIP Data is

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- e. Rating Agency Data. The Information includes or may include certain data (“Rating Agency Data”) supplied by one or more nationally-recognized statistical rating organizations (each a “Rating Agency”). Your use of Rating Agency Data is governed and may be limited by any applicable terms of use promulgated by the applicable Rating Agency. Your access to and use of this website in no way grants or entitles you to any permission or rights to Rating Agency Data except as may be permitted by the applicable Rating Agency.

## **9. HYPERLINKS**

This website or the Information contained hereon may be hyperlinked to other sites which are not maintained by, or related to, MAC. Hyperlinks are provided as a convenience to users and are not sponsored by or affiliated with this website or MAC. MAC does not review any hyperlinked sites and is not responsible for the material, information, or data contained on any of those sites. Hyperlinks and other sites are to be accessed at the user’s own risk. MAC makes no representations or warranties about the material, information, or data on any other site, completeness, or accuracy of any hyperlinks or the sites hyperlinked to this website. MAC’s use of hyperlinks to the material, information, or data contained on any third-party site does not and is not intended to imply any endorsement of any third-party site to which any Information may be hyperlinked.

## **10. LINKING TO THE SITE**

You may link to the home page of this website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our written consent.

## **11. SUBMISSIONS**

You hereby grant to MAC the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to MAC through this website (together, the “Submission”), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. MAC will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future MAC operations.

[MAC will treat any personal information that you submit through this website in accordance with its Privacy Policy, attached hereto as Exhibit A and incorporated herein by this reference.]

## **12. TRADEMARKS**

Trademarks, service marks, and logos appearing in this website are the property of MAC or the party that provided the trademarks, service marks, and logos to MAC. MAC and any party that provided trademarks, service marks, and logos to MAC retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this website. In some cases, the use of such trademarks, service marks, and logos appearing in this website that have been provided to MAC by other parties may subject to applicable permissions and limitations established by and between MAC and such parties. Any permission with respect to the use of such trademarks, service marks, and logos appearing in this website is expressly limited to the MAC, and no permission shall extend to any other person or entity in connection with use of the Information or the MAC website, except as may be expressly permitted by the owner of such trademarks, service marks, and logos.

## **13. COPYRIGHT INFRINGEMENT**

A copy of the MAC's Copyright Policy is attached hereto as Exhibit B and incorporated herein by this reference. Please contact the MAC as instructed in the Copyright Policy if you believe that any Information or other material on this website violates your copyright. Users that repeatedly violate the Copyright Policy will be denied access to the website and will have any applicable user accounts terminated.

## **14. INFORMATION YOU PROVIDE**

MAC reserves the right to monitor use of this website to determine compliance with these Terms, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the Information contained in any Submission or other material that you post, send, submit, publish, or transmit in connection with this website or the Information contained herein. You acknowledge and agree that neither MAC nor any third-party that provides Information to MAC will assume or have any liability for any action or inaction by MAC or such third party with respect to any such Submission or other material.

## **15. SECURITY**

Any passwords used for this website are for individual use only. You will be responsible for the security of your password. MAC will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that MAC considers insecure, MAC will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, MAC reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. MAC reserves the right to investigate suspected violations of these Terms of Use.

MAC reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing MAC to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. **BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS MAC FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY MAC DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER MAC OR LAW ENFORCEMENT AUTHORITIES.**

## **16. MISCELLANEOUS**

These Terms will be governed and interpreted pursuant to the laws of the State of Michigan, United States of America, notwithstanding any principles of conflicts of law.

You specifically consent to personal jurisdiction in Michigan in connection with any dispute between you and MAC arising out of these Terms or pertaining to the subject matter hereof.

The parties to these Terms each agree that the exclusive venue for any dispute between the parties arising out of these Terms or pertaining to the subject matter of these Terms will be in the state and federal courts in Detroit, Wayne County, Michigan.

If any part of these Terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

No waiver by MAC of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of MAC to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

These Terms, and the terms and conditions of any data use agreements or disclaimers incorporated herein by reference, constitute the entire agreement among the parties with respect to this website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the site. Notwithstanding the foregoing, any additional terms and conditions on this website will govern the items to which they pertain.

MAC may revise these Terms at any time by updating this posting and/or any data use agreements or Disclaimers incorporated herein by reference.

## **17. YOUR COMMENTS AND CONCERNS**

This website is operated by Municipal Advisory Council of Michigan, 535 Griswold, Suite 1850, Detroit, Michigan 48226-0943.

All notices of copyright infringement claims should be sent to the copyright agent designated in the Copyright Policy attached hereto as Exhibit B in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to this website should be directed to: [mac@macmi.com](mailto:mac@macmi.com)

## EXHIBIT A

### MUNICIPAL ADVISORY COUNCIL OF MICHIGAN PRIVACY POLICY

The Municipal Advisory Council of Michigan (“MAC”) provides the website and content at <http://www.mi-macsite.com/> and affiliated websites (collectively, the “Website”). Your use of the Website is governed by the Terms of Use, and by your use of the Website you accept and acknowledge this privacy policy.

#### 1. What Personal Information We Collect

You may be asked to provide information that can be used to identify you (your “Personal Information”) when you respond to certain inquiries or choose to use certain sections of the Website. This information may include, but is not limited to, your name, your employer or organization, address, telephone number, and e-mail address.

Also, when you visit the Website, we or third-parties acting on our behalf may place a “cookie”—a text file containing a randomly assigned number on your computer—so that we have the ability to customize the content of the Website for you. You are always free to decline our cookies if your browser permits, although doing so may impede or prevent your use of the Website or certain of its features.

We may also collect a variety of other information regarding your usage of the Website, including your IP address, your username, your session ID, the name of the browser you are using, information regarding web pages you view, referring web pages, when you access the Website, how many times you access the Website, and similar information.

#### 2. How We Use Your Personal Information

A. Membership Directory. We use, or may use, your identifying information, including, but is not limited to, your name, your employer or organization, address, telephone number, and e-mail address, in a Membership Directory which we make available to members of MAC.

B. Other Use of Personal Information. In addition, we also use, or may use, your Personal Information in the following ways:

1. to identify members, users, and content providers of the services and content provided via the Website, to the extent the user name contains Personal Information;
2. to customize the look and feel of the Website for you;
3. to internally monitor usage of the Website by you and others in order to enhance the products and services that we currently or will offer in the future; and
4. to provide you with technical and other support.

While we use information about our users on an aggregated basis and may share such data with unaffiliated third parties, this information, by its aggregate nature, contains none of your Personal Information. When we refer to an “unaffiliated” third party, we mean one that (i) is not controlled by us, (ii) does not control us, and (iii) is not controlled by the same party controlling us.

### **3. When We Disclose Your Personal Information**

Except as explicitly stated in this privacy policy, we will not disclose to unaffiliated third parties any of your Personal Information without first obtaining your consent. We do, and will continue to, disclose your Personal Information to unaffiliated third parties in the following circumstances:

1. if required by law, regulatory or court order, subpoena or other legal process;
2. if we determine that doing so would be in the public interest (for example, if we were to suspect that you were using the Website in connection with the commission of a crime);
3. in connection with a sale, merger, consolidation, change in control, transfer of substantial assets, reorganization, or liquidation of our company; and
4. in the context of working with third-party contractors engaged by us in the provision of the Website or related matters.

After we disclose your Personal Information to unaffiliated third parties in such instances, we can no longer control the use or further disclosure of your Personal Information. Consequently, we will not be responsible to you for such use or further disclosure.

### **4. Correcting Your Information**

You can ensure that your account information is correct and current by reviewing and updating it at any time. You may do so as often as necessary by sending us an e-mail, and we will assist you in updating your information.

### **5. Security**

We take precautions involving physical, electronic, and managerial controls to protect from loss, misuse, unauthorized access or disclosure, and alteration any of your Personal Information in our possession. We will employ industry-standard Secure Sockets Layer encryption and/or other encryption or security measures for all communications with the Website. You should note that the confidentiality of any information transmitted over the Internet cannot be guaranteed.

### **6. Links to Other Sites**

You should be aware that this privacy policy applies only to the Website. Importantly, it does not apply to any other web or other sites to which a link may be provided as part of the Website. We cannot control and are not responsible for the actions of third parties operating such sites. You should not take the existence of an affiliation with, or a link from, the Website to any such other

site to mean that it has a privacy policy similar to this one. You should review the privacy policy of any such site.

## **7. Changes to this Policy**

We reserve the right to change this privacy policy at any time. You should check this location for any updates and other changes.

## **8. Your California Privacy Rights**

California Civil Code § 1798.83 permits our visitors who are California residents to request certain information regarding their disclosure of personal information to third parties for their direct marketing purposes. You can make such a request by email to us at [mac@macmi.com](mailto:mac@macmi.com).

## **9. Note About the Privacy of Children Under 13**

Membership to and use of the Website is restricted to those over the age of eighteen (18). MAC does not permit children under thirteen (13) to register as members or to provide personal identifying information to MAC.

## **EXHIBIT B**

### **DMCA COPYRIGHT POLICY**

The Municipal Advisory Council of Michigan (“MAC”), has adopted the following policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512(c), <http://lweb.loc.gov/copyright/legislation/hr2281.pdf>. The address of MAC’s Designated Agent to Receive Notification of Claimed Infringement is listed at the end of this policy.

MAC will (1) block access to and/or remove any material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our users, whether or not they are users; and (2) permanently remove and discontinue service to any repeat offender. This policy shall cover all aspects of the Website services provided by MAC.

#### **Procedure for Reporting Copyright Infringements:**

If you believe that material or content residing or accessible on the MAC site or service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent to Receive Notification of Claimed Infringement listed below. Note that failure to comply with all or any requirements of this section may render your report or notice invalid.

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that MAC is capable of finding and verifying its existence.
4. Contact information about the notifier including address, telephone number and, if available, e-mail address.
5. A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

#### **Once the infringement notification is received by the Designated Agent:**

1. MAC will remove or disable access to the infringing material;

2. MAC will then immediately notify the user that it has removed or disabled access to the material.
3. First time offenders will have the infringing material removed from the system.
4. Repeat offenders will have the infringing material removed from the system and MAC may immediately terminate such user's access to Total Port.

**The alleged infringing user may supply a counter-notice to the Designated Agent that must include the following:**

1. A physical or electronic signature of the user;
2. Identification of the material that has been removed, or to which access has been disabled, and the location at which the material appeared before it was removed or disabled;
3. A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
4. User's name, address and telephone number and a statement that user consents to the jurisdiction of the Federal Court for the judicial district in which the user's address is located, or if the user's address is located outside the United States, for any judicial district in which MAC is located, and that user will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, a copy of the counter-notice will be sent to the original complaining party informing that person that it will replace the removed material or cease disabling it within 10 business days. Unless the copyright owner files an action seeking a court order against the user, the removed material will be replaced, or access to it restored, within 14 business days after receipt of the counter-notice.

Please contact MAC's Designated Agent to Receive Notification of Claimed Infringement at the following address: [mac@macmi.com](mailto:mac@macmi.com) .

Designated Agent to Receive Notification of Claimed Infringement: Alfred V. Diebel, Executive Director

Notification of Claimed Copyright Infringement

Municipal Advisory Council of Michigan  
535 Griswold  
Suite 1850 Detroit, MI 48226

Phone: (313) 963-0420

Fax: (313) 963-0943

Or via email to: [mac@macmi.com](mailto:mac@macmi.com)