

**DRAFT — NOT LEGAL ADVICE — REQUIRES REVIEW BY A LICENSED ATTORNEY
BEFORE PUBLICATION**

Prepared for alaska-i.com. Not yet reviewed by counsel. Highlighted items in square brackets are placeholders. Remove this banner and every drafting note only after an attorney has approved the final text.

Terms of Service

Effective date: [EFFECTIVE DATE]

These Terms of Service (the “**Terms**”) are a binding agreement between you and [OPERATOR LEGAL NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] (“**we**,” “**us**,” or “**our**”). They govern your use of the website at alaska-i.com, its subdomains, any mobile application we offer under the alaska-i name, and the related features and communications we provide (together, the “**Services**”).

Please read these Terms carefully. **By creating an account, posting content, making a purchase, or otherwise using the Services, you agree to these Terms and to the policies they refer to.** If you do not agree, do not use the Services.

The following documents, linked in the footer of every page of the website, form part of these Terms: our Privacy Policy, Acceptable Use Policy, Cookie Policy, Return and Refund Policy and Disclaimer. If you use our mobile app, our End User License Agreement also applies.

1. Who we are and how to reach us

The Services are operated by [OPERATOR LEGAL NAME], [MAILING ADDRESS]. You can contact us at [CONTACT EMAIL]. Legal notices to us must be sent to that email address with a copy by mail to the address above.

Drafting note: The existing monte-i.com documents name “LLC Epicurus, 21 N ST STE 102, Anchorage, AK 99501” as operator, but spell the entity, street number and email address inconsistently. Confirm the exact registered name, entity type and principal or mailing address with the Alaska Division of Corporations, Business and Professional Licensing before filling these placeholders.

2. What the Services are

alaska-i.com is a regional information portal and classified-listings platform for Alaska. Through the Services you can, among other things:

- browse and publish listings for real estate for sale or rent, vehicles, jobs, résumés, marketplace items, services, animals, and short- or long-term rentals;
- find directories of restaurants, hotels, tourist attractions and similar places;

- view information feeds such as weather, flight arrivals and departures, currency exchange rates, local news headlines and event listings.

We provide a venue. We are not a party to any transaction between users. We are not a real estate broker, landlord, property manager, employer, employment agency, staffing firm, vehicle dealer, auctioneer, escrow agent or payment intermediary between users. We do not own, inspect, verify or guarantee the items, properties, vehicles, jobs, animals or services listed by users, the truth or accuracy of listings, the ability of sellers to sell or of buyers to pay, or the identity, qualifications or conduct of any user. Any agreement you make with another user is solely between you and that user.

Information feeds (weather, flights, exchange rates, news, events and similar content) come from third-party sources and are provided for general information only. See our Disclaimer.

3. Eligibility

You must be at least 18 years old and able to form a binding contract to create an account, post content or make a purchase. If you use the Services on behalf of a business or other organization, you confirm that you are authorized to accept these Terms on its behalf, and “you” includes that organization.

The Services are not directed to children under 13, and children under 13 may not use them. Visitors aged 13 to 17 may browse public pages only with the involvement of a parent or legal guardian.

You may not use the Services if you are barred from doing so under the laws of the United States or any other applicable jurisdiction, including if you appear on a U.S. government list of prohibited or restricted parties.

Drafting note: The current code base has no age gate. Counsel to confirm the 18+ account requirement and the wording for 13–17 year-old visitors.

4. Your account

Registration. To post listings, reveal contact details, leave reviews or make purchases you need an account. You agree to provide accurate information and to keep it up to date.

Phone verification. To reduce fraud and spam, we require a verified mobile phone number to create an account. We currently verify phone numbers through our official Telegram bot: you open the bot and choose to share your Telegram contact, and Telegram sends us the phone number linked to your Telegram account. Our Privacy Policy explains exactly what data this involves. Verifying a phone number only confirms control of that number at that moment; it is not an identity check, background check or endorsement of any user.

Drafting note: At the time of drafting, the code in the repository still verified phone numbers by SMS code (Twilio Verify). Confirm the final verification method before publication and conform this paragraph and the Privacy Policy.

Security. You are responsible for keeping your password confidential and for all activity under your account. Tell us promptly at [CONTACT EMAIL] if you suspect unauthorized use. We may temporarily lock an account after repeated failed sign-in attempts. You may not share, sell or transfer your account, create an account for someone else without their authority, or create a new account after we have suspended or terminated yours.

Usernames. We may reclaim or require you to change a username that impersonates someone, infringes rights, is misleading or is offensive.

5. Listings, reviews and other content you post

Your responsibility. “User Content” means anything you submit to the Services: listings, descriptions, prices, photos, contact details, résumés, reviews, ratings, messages to us and similar material. You are solely responsible for your User Content and for any transaction you enter into as a result of it. You confirm that you own your User Content or have all rights needed to post it and to grant the license below, and that it complies with these Terms, the Acceptable Use Policy and the law.

Accuracy. Listings must describe real items, properties, jobs or services that you are authorized to offer, at the price and on the terms stated, and must be removed or updated when they are no longer available.

Legal requirements for particular listings. Without limiting the Acceptable Use Policy:

- **Housing.** Real estate and rental listings must comply with the federal Fair Housing Act and state and local fair-housing laws. They may not state or imply a preference, limitation or discrimination based on race, color, religion, sex, disability, familial status, national origin or any other characteristic protected by applicable law.
- **Employment.** Job listings must comply with federal, state and local equal-employment-opportunity and wage laws, must describe a real position, and may not require applicants to pay a fee to apply or be hired.
- **Licensed activities.** If the law requires a license, permit or registration to offer a good or service (for example, real estate brokerage, contracting, guiding or transportation services), you must hold it and, where the law requires, display it.
- **Personal information of others.** Do not include another person's personal information in User Content without their permission.

License to us. You keep ownership of your User Content. By submitting it, you grant us a non-exclusive, worldwide, royalty-free, sublicensable and transferable license to host, store, copy, reproduce, adapt (for example, resize, crop, compress, reformat or translate), publish, publicly display and distribute your User Content, in any media, for the purposes of operating, providing, improving and promoting the Services. This license ends when you or we delete the User Content from the Services, except that (a) it continues for copies retained in backups for a limited period or where retention is required by law, and (b) it continues for reviews and ratings you have posted about other users, which may remain visible after you delete your account unless we remove them.

Feedback. If you send us ideas or suggestions about the Services, we may use them without any obligation to you.

Reviews. Reviews and ratings must reflect your genuine first-hand experience with the user you are reviewing. You may review a seller only after revealing their contact details through the Services. You may not offer or accept anything of value in exchange for a review, post reviews of yourself or of competitors, or coordinate campaigns of reviews. We may remove reviews that break these rules. We do not endorse reviews and they do not represent our views.

6. Moderation and removal of content

We review listings before or after they are published, using a combination of automated screening (which checks text and photos for prohibited content) and human review. A listing may be approved, rejected or held for further review, and we will usually tell you by email why a listing was rejected.

We may, at our discretion and without liability, refuse, remove, edit for formatting, re-categorize or restrict the visibility of any User Content, and suspend or terminate accounts, if we believe the content or conduct violates these Terms, the Acceptable Use Policy or the law, creates risk for users or for us, or is otherwise harmful to the Services. We are not obligated to monitor User Content and do not guarantee that we will find or remove every violation. As permitted by law, including Section 230 of the Communications Decency Act (47 U.S.C. § 230), we are not responsible for User Content posted by others.

If you think we removed your content or restricted your account by mistake, write to [\[CONTACT EMAIL\]](#) with the listing or account details and your reasons. We will review your request and let you know the outcome.

7. Paid features

What we sell. We may offer paid placement plans that publish or promote a listing for a fixed period (for example, 15 or 30 days at a standard, promoted or top-of-list level). Some or all paid features may be offered free of charge for a period; we will tell you before we start charging for a feature that was previously free.

Prices, currency and taxes. Prices are shown in U.S. dollars before you pay. Prices do not include taxes unless stated. Where we are required to collect sales or similar taxes, including local sales taxes of Alaska municipalities, we will add them at checkout.

Payment processing. Payments are processed by Stripe, Inc. on pages hosted by Stripe. You provide your card or other payment details directly to Stripe, and Stripe's terms and privacy policy apply to that processing. We do not receive or store your full card number. You authorize us, through Stripe, to charge the payment method you choose for the price shown and any applicable taxes.

One-time purchases. Placement plans are one-time purchases. They do not renew automatically, and we will not charge you again unless you make another purchase.

Unpaid listings. When a listing requires payment, it is not published until payment is completed. If payment is not completed within the time shown at checkout (currently about one hour), the unpaid listing and its photos may be deleted automatically.

Promotional codes. Promotional codes are valid only for the plans, period and number of uses stated, have no cash value, cannot be exchanged or transferred, and may be withdrawn if obtained or used improperly.

Refunds. Refunds are governed by our Return and Refund Policy.

Drafting note: Tax treatment of listing-promotion fees (including remote-seller collection under the Alaska Remote Seller Sales Tax Code) should be confirmed with a tax adviser.

8. Dealing with other users

Use common sense and caution. Meet in safe public places, inspect items before paying, never send money by wire, gift card or cryptocurrency to someone you have not met, verify property ownership before paying a deposit, and be wary of offers that seem too good to be true. Payments between users happen outside the Services, and we cannot recover money you pay to another user.

To the fullest extent permitted by law, you release us and our officers, employees and agents from claims, demands and damages of every kind arising out of or connected with disputes between you and other users. If you are a California resident, you waive California Civil Code § 1542, which says: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” You waive any similar law of any other jurisdiction to the extent permitted.

9. Acceptable use

You must follow our Acceptable Use Policy, which lists prohibited content, prohibited items and services, and prohibited technical activities such as scraping, automated account creation and interference with security features.

10. Our intellectual property

The Services, including their software, design, text, graphics, logos and the selection and arrangement of content (but excluding User Content and third-party content), are owned by us or our licensors and are protected by copyright, trademark and other laws. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Services for your personal use or, if you post listings for a business, for that business's internal purposes. You may not copy, modify, distribute, sell or create derivative works from the Services except as these Terms allow. The alaska-i name and logo are our marks; you may not use them without our written permission.

11. Third-party services and content

The Services rely on and link to third-party services, including Stripe (payments), Telegram (phone verification), OpenStreetMap map tiles and data, and third-party feeds of weather, flights, exchange rates, news and events. Map data is © OpenStreetMap contributors and is available under the Open Database License (ODbL). News headlines and event information belong to their publishers and link to their original sources.

We do not control third-party services or websites and are not responsible for their content, availability or practices. Your use of them is governed by their own terms and privacy policies.

12. Copyright complaints (DMCA)

We respect intellectual property rights and respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act, 17 U.S.C. § 512 (the “**DMCA**”).

Notice of infringement. If you believe content on the Services infringes a copyright you own or control, send a written notice to our designated agent that includes:

1. your physical or electronic signature (or that of a person authorized to act for the copyright owner);
2. identification of the copyrighted work you claim is infringed (or, for multiple works, a representative list);
3. identification of the material you claim is infringing and information reasonably sufficient for us to locate it, such as the URL of the listing;
4. your name, mailing address, telephone number and email address;
5. a statement that you have a good-faith belief that the use of the material is not authorized by the copyright owner, its agent or the law; and
6. a statement that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the owner's behalf.

Designated agent:

[DMCA AGENT NAME]

[OPERATOR LEGAL NAME]

[DMCA AGENT ADDRESS]

Telephone: [DMCA AGENT PHONE]

Email: [DMCA AGENT EMAIL]

Counter-notice. If your content was removed and you believe this was a mistake or misidentification, you may send our designated agent a counter-notice that includes: (1) your physical or electronic signature; (2) identification of the material that was removed and where it appeared before removal; (3) a statement under penalty of perjury that you have a good-faith belief the material was removed or disabled as a result of mistake or misidentification; and (4) your name, address and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the judicial district in which your address is located (or, if your address is outside the United States, any judicial district in which we may be found), and that you will accept service of process from the

person who sent the original notice or that person's agent. We may forward your counter-notice to the person who sent the original notice. Unless they tell us within 10 business days that they have filed a court action to restrain the alleged infringement, we may restore the material 10 to 14 business days after receiving your counter-notice.

Misrepresentations. Under 17 U.S.C. § 512(f), anyone who knowingly and materially misrepresents that material is infringing, or that it was removed by mistake, may be liable for damages. If you are not sure whether material infringes your rights, consider consulting an attorney first.

Repeat infringers. We will terminate, in appropriate circumstances, the accounts of users who are repeat infringers.

Drafting note: The designated agent must be registered with the U.S. Copyright Office's DMCA Designated Agent Directory (renewal every three years) for the safe harbor to apply.

13. Communications

Electronic communications. You agree that we may communicate with you electronically, by email, through notices on the Services, and, if you use our mobile app and allow it, by push notification. Agreements, notices and other communications we provide electronically satisfy any legal requirement that they be in writing. You can withdraw this consent by closing your account.

Service messages. We send messages needed to run your account, such as password-reset emails, notices that a listing was approved or rejected, booking updates and security or legal notices. You cannot opt out of these while you have an account.

Marketing messages. We do not currently send marketing emails. If we do in future, we will comply with the CAN-SPAM Act: each marketing email will identify us, include our postal address and contain a working unsubscribe link, and we will honor unsubscribe requests within 10 business days.

Telegram. Our Telegram bot is used only for phone verification and closely related service messages. We do not send text messages (SMS) for marketing.

14. Suspension, termination and account deletion

You may stop using the Services at any time and may delete your account from your profile settings. We may suspend or terminate your access, remove your content or refuse service at any time if we reasonably believe you have violated these Terms or the law, if required by law, or if continuing to provide the Services to you would create risk or harm for us or others. Where appropriate and lawful, we will tell you the reason.

When your account ends, your right to use the Services ends. Sections that by their nature should survive (including Sections 5 (license for retained copies and reviews), 7 (amounts owed), 8, 10 and 15 through 20) survive termination. The Privacy Policy explains what happens to your data after deletion.

15. Disclaimers

THE SERVICES, ALL CONTENT, AND ALL THIRD-PARTY INFORMATION ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, THAT INFORMATION ON THEM IS ACCURATE, COMPLETE OR CURRENT, OR THAT ANY LISTING, USER OR TRANSACTION IS LEGITIMATE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

16. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER WE NOR OUR OFFICERS, MEMBERS, EMPLOYEES, AGENTS OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA OR GOODWILL, ARISING OUT OF OR RELATING TO THE SERVICES, USER CONTENT, THIRD-PARTY INFORMATION OR ANY TRANSACTION BETWEEN USERS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS IS LIMITED TO THE GREATER OF (A) THE AMOUNT YOU PAID US FOR THE SERVICES IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (US \$100).

These limitations do not apply to liability that cannot be limited or excluded under applicable law, such as liability for our gross negligence, willful misconduct or fraud where the law so provides.

17. Indemnification

To the extent permitted by law, you will defend, indemnify and hold harmless us and our officers, members, employees and agents from and against any third-party claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees) arising out of or related to (a) your User Content, (b) your use of the Services, (c) any transaction or dispute between you and another user, or (d) your violation of these Terms, the law or the rights of any third party. We may assume the exclusive defense of any matter subject to indemnification at our own expense, and you will cooperate with our defense.

18. Governing law and disputes

Governing law. These Terms and any dispute arising out of or relating to them or to the Services are governed by the laws of the State of Alaska and applicable federal law of the United States, without regard to conflict-of-laws rules.

Informal resolution first. Before starting a court case, the party with the dispute will send the other a written description of the dispute and the relief requested (to us at [CONTACT EMAIL] and by mail to our address). Both parties will try in good faith to resolve it informally for at least 30 days.

Where disputes are heard. If the dispute is not resolved informally, it must be brought exclusively in the state courts of Alaska sitting in Anchorage or the United States District Court for the District of Alaska, and both parties consent to the personal jurisdiction of those courts. Either party may instead bring an individual claim in a small-claims court that has jurisdiction. Either party may seek an injunction in any court of competent jurisdiction to protect intellectual property rights or to stop unauthorized access to the Services.

Drafting note: Counsel to decide whether to add binding individual arbitration with a class-action waiver (and, if so, the provider, fee allocation, mass-arbitration and opt-out provisions), a jury-trial waiver, and a contractual limitation period for claims. The existing monte-i.com Terms select Alaska law but Montenegrin courts; that combination has been removed here.

19. Changes to these Terms or the Services

We may change the Services at any time, including adding, changing or removing features, and may stop providing them. We may update these Terms from time to time. If a change is material, we will give you notice before it takes effect, for example by email to the address on your account or a notice on the Services, at least [NOTICE PERIOD] days in advance unless the change is required sooner by law or to address a security risk. Changes apply only going forward. If you continue to use the Services after the changes take effect, you accept the updated Terms; if you do not agree, you must stop using the Services and may delete your account.

20. General

These Terms, together with the documents listed at the top, are the entire agreement between you and us about the Services and replace any prior agreement on the subject. If a provision is found unenforceable, it will be enforced to the maximum extent permissible and the rest of the Terms will remain in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our written consent; we may assign them in connection with a merger, acquisition, reorganization or sale of assets, or by operation of law. We are not liable for delays or failures caused by events beyond our reasonable control. Nothing in these Terms creates a partnership, joint venture, employment or agency relationship. The word “including” means “including without limitation.” Section headings are for convenience only.

Notice to California residents. Under California Civil Code § 1789.3, California users are entitled to the following consumer rights notice: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

21. Contact

[OPERATOR LEGAL NAME]

[MAILING ADDRESS]

Email: [CONTACT EMAIL]