

## Terms of Use Agreement

### **1. ACCEPTANCE OF TERMS**

The Website is owned and operated by the FBI Newark Citizens Academy Alumni Association (“FBINewarkCAAA”), a publicly supported charitable organization, exempt from taxation under §501(c)(3), §170(b)(1)(A)(vi), and §509(a)(1) of the Internal Revenue Code (Title 26

U.S.C). The FBINewarkCAAA is separate and apart from the FBI, designed to promote a safer community through community service projects and a process of educating business and community leaders about law enforcement, with particular emphasis on the mission and resources of the FBI.

By using the Website you agree to be bound by this Terms of Use Agreement (“Agreement”). This Agreement, FBINewarkCAAA Privacy Policy, and all disclaimers and terms and conditions that appear elsewhere on the FBINewarkCAAA Website, apply to all registered and non-registered users of the Website. To become a Registered User you must be a member in good standing of the FBINewarkCAAA and meet any additional requirements established by the FBINewarkCAAA.

### **2. MODIFICATIONS**

FBINewarkCAAA reserves the right to amend the Website content and this Agreement at any time without specific notice to you or other users. The latest Agreement will be posted on the Website, and we ask that you review it prior to using the Website. Your use of the Website will constitute your acceptance of the Agreement that is current at the time of your usage.

### **3. TERMINATION**

FBINewarkCAAA, in its sole discretion, may: (1) terminate a Registered User’s access to the Website or his/her use of any feature of this Website, (2) remove and discard any of the Registered User’s

information and his/her content stored on this Website, or (3) terminate this Website, or any feature on the Website. FBINewarkCAAA will not be liable to any user or third party for any suspension or termination of his/her access to this Website or his/her content, or for termination of the Website.

#### **4. ENTIRE AGREEMENT**

This Agreement, including the policies and agreements it refers to in FBINewarkCAAA Privacy Policy, and all disclaimers found on this Website, constitutes the entire agreement between you and FBINewarkCAAA.

#### **5. SEVERABILITY**

You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the Agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties to the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect.

#### **6. GOVERNING LAW**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. You agree that any legal controversy or legal claim arising out of or relating to this Agreement shall be settled solely by confidential binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”) applicable at the time the arbitration commences. The arbitration shall be conducted in Newark, New Jersey. Each party shall bear its own legal fees. Each party shall bear one-half of the arbitration fees and costs incurred through AAA.

#### **7. UNAUTHORIZED ACCOUNT USAGE**

Registered Users’ access privileges are for their sole use, and for the exclusive purpose of promoting the business and activities of FBINewarkCAAA. As a Registered User, you may not authorize others

to use your account, and you may not transfer your account to any other person or entity. You are responsible for maintaining the confidentiality of your user account information. You agree to keep account access information in a secure location and take precautions to prevent others from gaining access to this information. You are solely responsible for all activities that occur under your account, whether authorized by you or not. You agree to notify FBINewarkCAAA immediately of any unauthorized use of your account.

FBINewarkCAAA specifically disclaims liability for any activity on your account, and any loss that may occur from unauthorized use of your account. You further agree that you could be held liable for losses incurred by FBINewarkCAAA or another party resulting from unauthorized use of your account.

## **8. ONLINE CONTENT**

As a user of the Website, you agree to the following:

FBINewarkCAAA does not: (i) guarantee the accuracy, completeness or usefulness of any information provided on , nor does it (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party other than FBINewarkCAAA. FBINewarkCAAA will not be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on.

## **9. THIRD PARTY LINKS, SERVICING, AND ADVERTISING**

Neither FBINewarkCAAA nor its contributors are responsible for the content of any off-site pages that are referenced by or that reference to the homepage. The user specifically acknowledges that neither FBINewarkCAAA nor its contributors are responsible for any defamatory, offensive, misleading, or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user. Links from the homepage on the World Wide Web to other sites or from other sites to the homepage do not

constitute an endorsement by FBINewarkCAAA. These links are for convenience only. It is the responsibility of the user to evaluate the content and usefulness of information obtained from other sites.

## **10. PROPRIETARY RIGHTS**

FBINewarkCAAA owns and retains proprietary rights in its content. The content may contain copyrighted material, trademarks, video, text, images, graphics, photos and other proprietary information of FBINewarkCAAA, its licensors and licensees. Except for that information which is in the public domain or for which you have been given permission, you agree not to copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. FBINewarkCAAA owns a copyright in the selection, arrangement, organization and amendments to all content, as well as the content at its origin.

## **11. SERVICE INTERRUPTIONS**

FBINewarkCAAA will make every effort to keep operational. However, mandatory system updates, technical difficulties and other factors outside of FBINewarkCAAA control may occasionally result in temporary service interruptions. You agree not to hold FBINewarkCAAA liable for any damages resulting from such interruptions.

## **12. SECURITY**

For site security purposes and to ensure that this service remains available to all users, all network traffic is monitored in order to identify unauthorized attempts to upload or change information or otherwise cause damage or conduct criminal activity. To protect the system from unauthorized use and to ensure that the system is functioning properly, individuals using this computer system are subject to having all of their activities monitored and recorded by personnel authorized to do so by FBINewarkCAAA. Anyone using this system expressly consents to such monitoring and is advised that if such monitoring reveals evidence of possible abuse or criminal activity, system

personnel may provide the results of such monitoring to appropriate officials. Unauthorized attempts to upload or change information or otherwise cause damage to this service are strictly prohibited and may be punishable under applicable federal law.

### **13. INDEMNIFICATION**

You agree to indemnify, hold harmless, and defend FBINewarkCAAA, its officers, directors, agents, licensors, partner organizations, employees, and involved third parties against all losses, damages, expenses, including attorneys' fees and other unspecified reasonable costs resulting from a violation of this Agreement by you or any other person utilizing your access privileges, whether authorized or unauthorized, using the Website.

### **14. LIMITATIONS OF LIABILITY**

FBINewarkCAAA is not liable for any incidental, indirect, consequential or punitive damages arising from the use of, or inability to use, the Website, or from the information, downloads and transactions provided via the Website, even if FBINewarkCAAA or its authorized representatives have been advised of the possibility of such damages.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to all users. In such states FBINewarkCAAA liability is limited to the greatest extent permitted by law.

## **PRIVACY POLICY**

### **1. INTRODUCTION**

This statement discloses the privacy practices for the Website, operated by FBINewarkCAAA. The purpose of this statement is to notify you about any Personally Identifiable Information that may be collected by, how this information is used, and what options are available to you regarding the collection, correction, and/or deletion of this information.

Any future changes to this privacy policy will be promptly posted on the Website. FBINewarkCAAA is committed to protecting the privacy and security of visitors to. This privacy policy pertains to all information that may be collected via our Website.

## **2. PERSONALLY IDENTIFIABLE INFORMATION**

In the course of providing certain services that require user interaction, including but not limited to, retail merchandise sales via the Website, FBINewarkCAAA may collect Personally Identifiable Information (“PID”), which is defined as all information provided by a user during User Registration/Login, or commercial transaction. We will never share users’ PID, credit card, or financial payment information with any third parties, except collection companies if necessary. We do, however, reserve the right to collect PID and use this information for our own internal purposes, such as forecasting, providing users with promotional information or offers, or acquiring a better understanding of users’ ideas, needs and demographics.

## **3. FEES AND PAYMENTS**

If FBINewarkCAAA is unable to charge your chosen payment method for a commercial transaction or if FBINewarkCAAA is charged a penalty for any fee it previously charged to your payment method, FBINewarkCAAA may pursue all available remedies in order to obtain payment and recoupment of all related costs incurred by FBINewarkCAAA. When an order is placed and payment is not received, or FBINewarkCAAA has received a chargeback for any portion of the transaction, FBINewarkCAAA may charge the user for the processing of the chargeback.

All transactions are processed in United States currency. Final amounts to be charged will appear during the checkout process.

## **4. INFORMATION SUPPLIED BY YOUR BROWSER**

FBINewarkCAAA and its partner organizations may continually analyze our Website logs to constantly improve the value of our

Website. We may use an external service to provide real-time reporting of browser accesses to our site. This reporting may include page views, unique views, unique visitors, repeat visitors, frequency of visits, and peak-volume traffic periods. We will not use this service to collect, request or track any Internet users' PID.

## **5. LEGAL DISCLAIMER**

Your personal information or financial information may be disclosed to a third party in the event of a transfer of ownership or assets by FBINewarkCAAA if we determine that such disclosure is necessary to comply with applicable laws, to cooperate with law enforcement, or to protect the interests or safety of FBINewarkCAAA or other visitors to the site. Whenever personal information or financial information is disclosed under this paragraph, we may also disclose your demographic information on a non-anonymous basis. All of our affiliated legal entities and businesses that receive your personal, financial, or non-anonymous demographic information from us will comply with the terms of this Privacy Policy with respect to their use and disclosure of such information.

## **6. SECURITY**

For site security purposes and to ensure that this service remains available to all users, this computer system employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Anyone using this system expressly consents to such monitoring and is advised that if such monitoring reveals evidence of possible abuse or criminal activity, such evidence may be provided to appropriate law enforcement officials. Unauthorized attempts to upload or change information on this server are strictly prohibited and may be punishable by law.