

GILEE's Terms of Use

Acceptance of Terms - This website, located at <http://www.cjgsu.net/initiatives/gilee.htm> ("Website"), is owned and operated by the Georgia International Law Enforcement Exchange ("GILEE"). GILEE is a joint public safety partnership with Georgia State University and local, state, federal and international law enforcement agencies that operates a Website that allows its users to post about membership and constituent activities, deliver member and constituent services, accept donations and sign up to receive information periodically from GILEE.

This Website contains text, pictures, graphics, logos, images, works of authorship, and other content (collectively with all information and material about GILEE and its services, "Content"). This Website is intended for use only by users who are at least 18 years of age.

PLEASE NOTE: Your access to and use of this Website are subject to these terms of use ("Terms of Use"), as well as all applicable laws and regulations. Please read these Terms of Use carefully. If you do not accept and agree to be bound by any of these Terms of Use, you are not authorized to access or otherwise use this Website or any information or Content contained on this Website. Your access to and use of this Website constitutes your acceptance of and agreement to abide by these Terms of Use. These Terms of Use may be changed, modified, supplemented or updated by GILEE from time to time without advance notice by posting here and you will be bound by any such changed, modified, supplemented or updated Terms of Use if you continue to use this Website after such changes are posted. Unless otherwise indicated, any new Content added to this Website will also be subject to these Terms of Use effective upon the date of any such addition. You are encouraged to review the Website and these Terms of Use periodically for updates and changes.

If you have any questions about these Terms of Use, please contact us by email at gilee@gsu.edu.

Donations and Services Online– If you donate online, you agree to allow GILEE, or our donation affiliates or service providers, to process and/or store your payment card information.

Limited License and Site Access; All Rights Reserved – GILEE hereby grants you a limited license to access and make personal use of this Website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of GILEE. This license does not include any resale or commercial use of this Website or the Content; any collection and use of any pages; any derivative use of this Website or the Content; or any use of data mining, robots, or similar data gathering and extraction tools. Neither this Website nor any portion of this Website may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of GILEE. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of GILEE without GILEE's express written consent. You may not use any meta-tags or any other "hidden text" utilizing any of GILEE's or any third party's name(s) or service marks without the express written consent of their respective owners. We (or the respective third party owners of Content) retain all right, title, and interest in this Website and any Content, features and services offered on this Website, including any and all intellectual property rights. We (or the respective third party owners of Content) reserve all rights not expressly granted. Any unauthorized use terminates the permission or license granted by GILEE.

Copyright – Except as otherwise expressly stated, all Content appearing on this Website is the copyrighted work of GILEE, its users or its third party content suppliers and are protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all

Content is also the exclusive property of GILEE and is protected by U.S. and international copyright laws.

You may download information from this Website and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or Content obtained from this Website, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of GILEE or any applicable third party suppliers. The use of Content by you, or anyone else authorized by you, is prohibited unless specifically permitted by GILEE. Any unauthorized use of Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable regulations and statutes. GILEE does not warrant or represent that your use of Content or any other materials displayed on this Website will not infringe rights of third parties. If you believe that any Content on this Website violates or infringes upon your intellectual property rights pursuant to Title 17, United States Code, Section 512(c)(2), please notify us immediately at gilee@gsu.edu with all specifics necessary for us to consider and respond to your complaint. You may be asked to provide additional information and follow additional procedures for us to act on your complaint.

Trademarks and Service Marks – Certain trademarks, including "GILEE™", are the service marks and trademarks of GILEE or one of its affiliates. The domain name for this Website, all page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of GILEE. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the Website are the property of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from this Website without the prior written authorization of their owners.

Ownership of information submitted via this Website – With the exception of any personal information and copyright-protected material you submit (which shall be maintained in accordance with our Privacy Policy), any information you transmit to GILEE via this Website, whether by direct entry, submission, e-mail or otherwise, including data, questions, comments, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of GILEE. Such information may be used for any purpose, including, without limitation, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. GILEE shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to GILEE via this Website or by any other means for any purpose whatsoever, including, without limitation, delivering members services using such information. When you submit any material or information protected by intellectual property rights (e.g., photos, videos, articles, etc.) to the Website, you represent and warrant to GILEE that you have the necessary rights to copy and display such information. Furthermore, you specifically grant to GILEE a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any such content that you post on or in connection with the Website. This license ends when you delete such content or your account unless your content has been shared with others and they have not deleted it.

Connection Requirements – You are responsible for providing and maintaining, at your own risk, option and expense, any hardware, software and communication lines required to access and use this Website, and GILEE reserves the right to change the access configuration of this Website at any time without prior notice.

Prohibited Use – Any use or attempted use of this Website (i) for any unlawful, unauthorized, fraudulent or malicious purpose, or (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or (iii) that could interfere with any other party's use and enjoyment of the Website, or (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means, or (v) to access systems, data or information not intended by GILEE to be made accessible to a user, or (vi) to obtain or attempt to obtain any materials or information through any means not intentionally made available by GILEE, or (vii) for any use other than the business purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Website, you agree you will not:

- (a) Upload or transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- (b) Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any GILEE representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (c) Upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- (d) Upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (e) Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- (f) Use the Website's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- (g) Upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- (h) Violate any applicable local, state, national or international law;
- (i) Upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- (j) Delete or revise any material posted by any other person or entity unless such material is incorrect and you are permitted to delete or revise it;
- (k) Manipulate or otherwise display the Website by using framing, mirroring or similar navigational technology or directly link to any portion of the Website other than the main homepage, <http://www.cjgsu.net/initiatives/gilee.htm>, in accordance with the Limited License and Site Access outlined above;

- (l) Probe, scan, test the vulnerability of or breach the authentication measures of, this Website or any related networks or systems;
- (m) Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any services if you are not expressly authorized by such party to do so;
- (n) Harvest or otherwise collect information about others, including e-mail addresses; or
- (o) Use any robot, spider, scraper, or other automated or manual means to access this Website, or copy any content or information on this Website.

GILEE reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of the user's access and/or account. GILEE may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, GILEE reserves the right at all times to disclose any information as GILEE deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in GILEE's sole discretion.

Right to Monitor – GILEE neither actively monitors general use of this Website under normal circumstances nor exercises editorial control over the content of any third party's website, e-mail transmission, news group, or other material created or accessible over or through this Website. However, GILEE does reserve the right to monitor such use at any time as it deems appropriate and to remove any materials that, in GILEE's sole discretion, may be illegal, may subject GILEE to liability, may violate these Terms of Use, or are, in the sole discretion of GILEE, inconsistent with GILEE's purpose for this Website.

No Editorial Control of Third Party Content; No Statement as to Accuracy – To the extent that any of the Content included in the Website is provided by users or third party content providers, GILEE has no editorial control or responsibility over such Content. Therefore, any opinions, statements, services or other information expressed or made available by third party suppliers on this Website are those of such users or third party suppliers. GILEE does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any user or third party, or represent or warrant that your use of the Content displayed on this Website or referenced content or service providers will not infringe rights of third parties not owned by or affiliated with GILEE

Links to Third Party Websites – This Website may contain hyperlinks to other sites owned and operated by parties other than GILEE. Such hyperlinks are provided only for ready reference and ease of use. We do not control such websites and cannot be held responsible for their content or accuracy and do not endorse these sites unless we specifically so state. In the event this Website provides hyperlinks to other websites that are not owned, operated or maintained by GILEE, you acknowledge and agree that GILEE is not responsible for and is not liable for the content, products, services or other materials on or available from such websites. We accept no liability for any information, products, advertisements, content, services or software accessible through these third party websites or for any action you may take as a result of linking to any such website. Any such websites are likely to set forth specific terms of use and privacy policies that you should review. GILEE is under no obligation to maintain any link on this Website and may remove a link at any time in its sole discretion for any reason whatsoever. GILEE shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other

materials available on or through any such website. GILEE is not responsible for the privacy practices of any other websites.

Website Privacy Policy – Our Website Privacy Policy describes the details of GILEE's information practices and procedures for personal information we collect at this Website. We strongly urge you to read our Website Privacy Policy.

Disclaimer – Content and other information contained on this Website has been prepared by GILEE as a convenience to its users and is not intended to constitute advice or recommendations upon which a user may rely. GILEE has used reasonable efforts in collecting, preparing and providing quality information and material, but makes no warranty or guarantee about the accuracy, completeness, or adequacy of the Content or other information contained in or linked to this Website or any other Website maintained by GILEE. Users relying on Content or other information from this Website do so at their own risk.

The information and descriptions contained herein are not intended to be complete descriptions of the terms, exclusions and conditions applicable to member services, but are provided solely for general informational purposes.

YOUR USE OF THIS WEB SITE IS AT YOUR SOLE RISK. ALL CONTENT AND SERVICES ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, AND GILEE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. GILEE MAKES NO WARRANTY THAT THE CONTENT IS ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY SUCH PROBLEMS WILL BE CORRECTED.

Limitation of Liability

YOU UNDERSTAND AND AGREE THAT GILEE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF GILEE HAS BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES, RESULTING FROM YOUR USE OR INABILITY TO USE THE WEB SITE, SERVICES OR CONTENT, THE COST OF OBTAINING SUBSTITUTE SERVICES RESULTING FROM ANY LOSS OF DATA, INFORMATION, SERVICES OBTAINED FROM TRANSACTIONS ENTERED INTO THROUGH THE WEB SITE, OR STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR ANY OTHER MATTER RELATED TO THE WEB SITE, SERVICES OR CONTENT. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEB SITE IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE GILEE DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE WEB SITE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Notices – Any notices to you from GILEE regarding the Website or these Terms of Use will be posted on this Website or made by e-mail or regular mail.

Electronic Communications – When you visit this Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

General Provisions

Entire Agreement – These Terms of Use, the Privacy Policy, and other policies GILEE may post on this Website constitute the entire agreement between GILEE and you in connection with your use of this Website and the Content and supersedes any prior agreements between GILEE and you regarding use of this Website, including prior versions of these Terms of Use.

Governing Law; Jurisdiction; Venue; Severability of Provisions – The Terms of Use are governed by the laws of the State of Georgia, USA and controlling United States Federal law without regard to any conflicts of law provisions. All parts of these Terms of Use apply to the maximum extent permitted by law. We both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

Password Accounts, Passwords, and Security – If you have been given the option to open an account on this Website that will provide you with access to password protected portions of the Website and you elect to do so, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form, and choose a password and user name. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to (a) immediately notify GILEE of any unauthorized use of your account or any other breach of security of which you become aware, and (b) exit completely from your account at the end of each online session. GILEE will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by GILEE or another party due to someone else using your account or password. You may not use anyone else's account at any time.

No Agency Relationship – Neither these Terms of Use, nor any Content, materials or features of this Website create any partnership, joint venture, employment, or other agency relationship between us. You may not enter into any contract on our behalf or bind us in any way.

Remedies – You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

Contacting Us.

If you have any questions or concerns about these Terms of Use, please contact us at gilee@gsu.edu or at the mailing address provided below. We will attempt to respond to your questions or concerns promptly after we receive them.

GILEE
Georgia International Law Enforcement Exchange (GILEE)
Department of Criminal Justice
Andrew Young School of Policy Studies
Georgia State University
P. O. Box 4018
Atlanta, GA 30302-4018

These terms of use were last updated and posted on November 9, 2011.