

# General WCPA Website Terms & Conditions

This page states the Terms and Conditions (the "General Terms" or the "Agreement") under which any User ("User") may use the WCPA Web Site located at <http://www.wichiefs.org> (the "Web Site"). Please read this page carefully. By accessing and using the Web Site, User accepts and agrees to be bound, without modification, limitation or qualification, by these Terms. If User does not accept any of the Terms stated here, User must not use the Web Site. The right to access and use the Web Site is not transferable to any person or entity. Wisconsin Chief's of Police Association ("WCPA") may, at its sole discretion, modify or revise these Terms at any time by updating this posting. Users are bound by any such modification or revision and should therefore visit this Terms & Conditions page periodically to review the Terms.

**YOUR USE OF THE WEB SITE CONSTITUTES YOUR AGREEMENT TO ALL TERMS, CONDITIONS, AND NOTICES CONTAINED HEREIN OR OTHERWISE POSTED ON THE WEB SITE.**

## **GENERAL TERMS**

### **Section 1: CHANGES:**

WCPA reserves the right at any time and from time to time, to modify or discontinue, temporarily or permanently, the Web Site and any and all features and sections contained therein, with notice to registered users provided via posting to the Website or email, and immediately in the event of technical difficulties. WCPA shall not be liable to any User or to any third party for any such modification, suspension or discontinuance.

### **Section 2: IP RIGHTS & OWNERSHIP:**

The contents of the Web Site, such as text, graphics, images, audio, video and other material, as well as the underlying source code of the Web Site ("Material") are protected by copyright under both United States and foreign laws, and are owned or controlled by WCPA or by third parties that have licensed their Material to WCPA. Unauthorized use of the Material may violate copyright, trademark, and other laws. User must retain all copyright and other proprietary notices contained in the original Material on any copy User makes of the Material. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Material, in whole or in part or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. User may download WCPA's copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of the Material will be permitted without the express permission of WCPA and the copyright owner. In the event of any permitted copying, redistribution or publication of the Material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading the Material. The trademarks, logos and service marks (the "Marks") displayed on the Web Site are owned by WCPA or third parties. User is prohibited from using those Marks without the express, written permission of WCPA or such third party. If User would like information about obtaining WCPA's permission to use the Material on Your website, contact WCPA directly. WCPA and all related logos, whether or not registered, are trademarks belonging to WCPA. All rights reserved. All other trademarks appearing on the Web Site are the property of their respective owners.

**Section 3: LINKS:**

WCPA, [or Member] may provide links to third party websites. These links are provided solely as a convenience to User and not as an endorsement by WCPA of the contents on such third-party Web sites. WCPA is not responsible for the content of linked third-party sites. WCPA exercises no control whatsoever over such other websites and web-based resources, does not make any representations regarding the content or accuracy of materials on such third-party Web sites and is not responsible or liable for the availability thereof or the content, advertising, products or other materials contained thereon. WCPA shall not be responsible or liable, directly or indirectly, for any damage or loss incurred or suffered by any user in connection therewith. Users acknowledge their use of these third party websites is at their sole risk.

**Section 4: REPRESENTATIONS & WARRANTIES – LIABILITY DISCLAIMERS:**

User represents, warrants and covenants that (a) they will use the Web Site for lawful purposes only (b) no materials of any kind submitted through their account which (i) violate or infringe in any way upon the rights of others, (ii) are unlawful, threatening, abusive, defamatory, vulgar, obscene or profane in the sole discretion of WCPA, (iii) encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or (iv) contains any advertising or solicitation with respect to products or services (without the express prior written approval of WCPA). The Material may contain inaccuracies or typographical errors. WCPA makes no representations warranties or endorsements with regard to the accuracy, reliability, completeness, or timeliness of the Material or about the results to be obtained from using the Web Site and the Material. Advice received via this Web site should not be relied upon for personal, legal or financial decisions and User should consult an appropriate professional for specific advice tailored to their situation.

**USER EXPRESSLY AGREES THAT USE OF THE WEB SITE IS AT USER'S SOLE RISK. NEITHER WCPA, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE WEB SITE WILL RUN UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEB SITE. THE WEB SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS TROJAN BACK DOOR LOGIC BOMB OR ANY OTHER FORM OF MALICIOUS CODE, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. USER SPECIFICALLY ACKNOWLEDGES THAT WCPA IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH USER.**

**Section 5: DISCLAIMERS OF CERTAIN DAMAGES:**

**IN NO EVENT SHALL WCPA AND/OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THIS WEB SITE, THE DELAY OR INABILITY TO USE THIS WEB SITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THIS WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEB SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WCPA OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO USER. IF USER IS DISSATISFIED WITH ANY PORTION OF THIS WEB SITE, OR WITH ANY OF THESE TERMS OF USE, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS WEB SITE. UNDER NO CIRCUMSTANCES SHALL WCPA BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OF THE WEB SITE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF ANY AND ALL DAMAGES INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND EXEMPLARY DAMAGES ARISING FROM ANY USE OF THE WEB SITE, INCLUDING ANY DAMAGES THAT MAY BE INCURRED BY THIRD PARTIES.**

**Section 6: INDEMNITY:**

User agrees to defend, indemnify, and hold harmless WCPA, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from any use of the Web Site and any Material contained therein by User or through User's account, or by User's breach of the terms of this Agreement. WCPA shall provide notice to User promptly of any such claim, suit, or proceeding and shall assist User, at User's expense, in defending any such claim, suit or proceeding. WCPA reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by User.

**Section 7: USER INFORMATION:**

WCPA is committed to maintaining User privacy. WCPA does, however, gather certain information that User provides to the Web Site. WCPA believes that by collecting this information WCPA is able to provide User with a personalized web experience, and to assist its own sales team and advertisers in efficiently reaching an appropriate audience. The information WCPA requests, is the minimum we believe necessary to achieve this goal. WCPA may use the information it obtains relating to User, including User IP address, name, mailing address, email address and use of the Web Site, for its internal business and marketing purposes and may disclose the information to authorized third parties for such purposes.

**Section 8: GENERAL:**

All legal issues arising from or related to the use of the Web Site shall be construed in accordance with and determined by the laws of the State of Wisconsin applicable to contracts entered into and performed within the State of Wisconsin without respect to its conflict of laws principles. By using the Web Site, User agrees that the exclusive forum for any claims or causes of action arising out of User's use of the Web Site shall be either any state court for or within the State of Wisconsin and the United States District Court.

User hereby irrevocably waives, to the fullest extent permitted by law, any objection which User may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. This Agreement constitutes the entire Agreement between User and WCPA with respect to the use of Web Site. Any changes to this Agreement must be made in writing, signed by an authorized representative of WCPA. The section headings used herein are for convenience only and shall not be given any legal import.

## **SPECIFIC TERMS**

This page states the Terms and Conditions (the "Specific Terms" or the "Agreement") under which any User ("You") may use the WCPA Web Site located at <http://www.wichiefs.org> (the "Web Site"). Please read this page carefully. By accessing and using the Web Site, User accepts and agrees to be bound, without modification, limitation or qualification, by both the General Terms & Conditions for use of the WCPA site, and these additional Member Terms. If User does not accept any of the Terms stated here, he/she must not use the Web Site. The right to access and use the Web Site is not transferable to any person or entity. Wisconsin Chiefs of Police Association ("WCPA") may, at its sole discretion, modify or revise these Terms at any time by updating this posting. Users are bound by any such modification or revision and should therefore visit this Terms & Conditions page periodically to review the Terms. Each User is responsible for all use of his/her information and is responsible for maintaining the confidentiality of his/her password. These Specific Terms and Conditions incorporate the General Terms of Conditions of the WCPA site by reference. Each User hereby understands that he/she is bound by all General and Specific terms and conditions which may be implemented by WCPA from time to time. YOUR USE OF THE WEB SITE CONSTITUTES YOUR AGREEMENT TO ALL TERMS, CONDITIONS, AND NOTICES CONTAINED HEREIN OR OTHERWISE POSTED ON THE WEB SITE.

### **Section 1: SUBMISSIONS:**

All information, data, text, software, music, sound, photographs, graphics, video, messages or any other materials whatsoever (collectively, "User Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such User Content originated. This means that the User, and not WCPA, is entirely responsible for all User Content that he or she uploads, posts, emails or otherwise transmits via the Web Site. No User shall transmit User Content or otherwise conduct or participate in any activities on the Web Site which, in the opinion of WCPA are prohibited by law in applicable jurisdictions, including, without limitation, material or activities which (1) infringe any patent, trademark, copyright, trade secret or other proprietary right of any party (the "Rights"), unless User is the owner of the rights or has the express written permission of the owner to post or transmit such material to the Web Site; (2) infringe on any other intellectual property rights of others or on the privacy or publicity rights of others; (3) is obscene, defamatory, threatening, harassing, abusive, hateful, embarrassing or otherwise objectionable to another User or any other person or entity; (4) is sexually-explicit; (5) is an advertisement or solicitation of business or advocates an unsolicited or unrelated position or opinion; (6) represents any form of "chain letters" or pyramid scheme; (7) impersonates another person or entity; (8) intentionally or unintentionally violates any applicable local, state, national or international law while using or accessing the Web Site or the Materials; or (9) contains a virus, trojan, back door, logic bomb or any other form of malicious code. User hereby waives all copyright, moral rights and any other right to any User Content which he/she submits, and grants to WCPA a royalty-free perpetual irrevocable non-exclusive right and license to use, reproduce, modify adapt, publish, translate perform, display and distribute such User Content, in whole or in part, worldwide and/or to incorporate it in other works in any form, media or technology now known or hereinafter developed for the full term of any copyright in such User Content, and to sublicense such rights through multiple tiers of sublicensees.

User also hereby grants all other Users the right to copy, download and store his/her User Content for User's personal use. WCPA does not control User Content. WCPA has the right but not the obligation to monitor submissions by Users, and reserves the right to modify, move or remove any User Content at any time and for any reason in its sole discretion, as well as the right to terminate User access to the Website for any reason in its sole discretion including, without limitation, foul language, attempted commercial use of the Web Site, threats, discriminatory, racist or abusive language, or any behavior which is deemed objectionable by WCPA. Users are responsible for their own communications and are solely responsible for the consequences of posting any User Content. WCPA does not screen communications in advance and is not responsible for screening or monitoring material posted by Users. If notified by a User about communications that allegedly do not conform to any term of this Agreement, WCPA may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. WCPA has no liability or responsibility to Users for performance or non-performance of such activities. WCPA reserves the right, in its sole discretion, to restrict Users access to the Web Site for violating this Agreement or the law. WCPA also reserves the right at all times to disclose any information as 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 WCPA's sole discretion.

**WCPA DOES NOT ENDORSE, SUPPORT, REPRESENT OR GUARANTEE THE TRUTHFULNESS, ACCURACY, OR RELIABILITY OF ANY USER CONTENT OR ENDORSE ANY OPINIONS EXPRESSED BY USERS. EACH USER ACKNOWLEDGES THAT ANY RELIANCE ON USER CONTENT POSTED BY OTHER USERS WILL BE AT HIS/HER SOLE RISK.**

**Section 2: REGISTRATION:**

To gain a greater level of access, User must be authorized by WCPA and then once authorized, the User will select a password. Each User is expressly prohibited from using another User's ID without such person's authorization. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of that User's authorization. Each User shall be solely responsible for maintaining the confidentiality of their password.

Each User shall notify WCPA of any known or suspected unauthorized use(s) of his/her account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of his/her confidential information.

**Section 3: COMMUNICATIONS:**

WCPA reserves the right to send User's electronic mail for the purpose of informing Members of changes or additions to the Web Site, this Agreement and any other service provided by WCPA.