

TERMS OF USE



Use of this site signifies your agreement with the following terms of use. If you do not agree with any of these terms of use, please do not use this website. The Evansville Vanderburgh Public Library (the “EVPL”) reserves the right, in its sole discretion, to modify these Terms of Use at any time, and you agree to be bound by such modifications through your use of the EVPL’s website. The EVPL may require you to register and provide certain information to it as a condition of using or accessing certain features, functions and content.

1. CHANGES TO THE TERMS OF USE

We may change these Terms of Use at any time. You can review the most current version of these terms by clicking on the “Terms of Use” hyperlink located at the bottom of our webpage. If we make changes, you are bound by the new terms if you continue to use our Services.

2. ABOUT THE SERVICE; REGISTRATION

Our Services are intended for general audiences. If you sign up to use any of our Services, you agree to provide accurate information about yourself. You must keep this information up to date.

3. ADDITIONAL TERMS

If we offer features and sites where you can submit your own content, you agree that these features may be subject to supplemental rules that will be binding on you.

4. PRIVACY POLICY

The EVPL Privacy Policy explains the practices that apply to your information when you use our Services. Your ongoing use of the Services signifies your consent to the Privacy Policy. You can review the Privacy Policy by clicking on the “Privacy Policy” link located on the bottom of our webpage.

5. CHANGES

We may discontinue or change any service or feature on our Services at any time and without notice.

6. ACCESS COSTS

You must provide, at your own expense, the equipment and Internet connections that you will need to access our Services outside of the library. If you use a telephone line for access, please call your local phone company to determine if the access numbers you select are subject to long distance or other toll charges at your location. Also, wireless, data or text messaging charges apply if you access our Services through wireless applications (e.g., cell phones). Check with your carrier to verify whether there are any such fees that may apply to you.

7. YOUR RESPONSIBILITIES

You may use our Services for lawful purposes only. You may not engage in any conduct that:

- violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, obscene, pornographic, invasive of another's privacy, or contains explicit or graphic language
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability
- impersonates any person, licensed professional, business, or entity, including EVPL staff
- excessively repetitive or otherwise an attempt to circumvent character limits
- an advertisement or solicitation of funds, goods, or services
- contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network
- encourages conduct that would constitute a criminal offense, or that gives rise to civil liability
- offers, promotes, or encourages betting or wagering prohibited by law
- violates these Terms of Use, guidelines or any policy posted on our services
- interferes with the use of our Services by others
- causes damage or impairs our servers or network
- interferes with any other party's use and enjoyment of our Services
- attempts to gain unauthorized access to our services, user accounts, computer systems or networks

We may take any legal, disciplinary and technical remedies to prevent the violation of these Terms of Use.

8. NO SPAM

You may not transmit, directly or indirectly, any unsolicited bulk communications (including emails and instant messages) through our Services. You may not harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You may not induce or allow others to use our Services to violate the terms of this section. We may terminate immediately your access to our Services and take any other legal action if you, or anyone using your access to our Services, violates these provisions. We may take any technical remedies to prevent unsolicited bulk communications from entering, utilizing, or remaining within our computer or communications networks.

9. CONTENT AND PROPRIETARY RIGHTS

The EVPL, our content suppliers, and our users who lawfully post text, messages, information, software, images, audio, video, or any other Content on the Services own the property rights to that Content. The Content is protected by international treaties, and by copyright, trademark, patent, trade secret laws, and other proprietary rights. For example, we own a copyright in the selection, organization, arrangement, and enhancement of the Content, as well as in our original Content. The look and feel of our color combinations, button shapes, and other graphical elements on our Services are our trademarks. You acknowledge that our Services do not give or purport to give medical, legal, financial or other professional advice. Your use of any information from the Services is at your own risk.

10. LICENSE TO USE THE SERVICES

You may use the Services only for personal, non-commercial purposes. You may use Content offered for downloading, such as photos, audio, and video, for personal use only and subject to the rules that accompany that particular Content. You may not use the Content in a manner that exceeds the rights granted for your use of the Content. You may not use any data mining, robots, or similar data gathering and extraction tools on the Content, frame any portion of our Services or Content, or reproduce, reprint, copy, store, publicly display, broadcast, transmit, modify, translate, port, publish, sublicense, assign, transfer, sell, loan, or otherwise distribute the Content without our prior written consent. You may not circumvent any mechanisms included in the Content for preventing the unauthorized reproduction or distribution of the Content.

11. CONTENT YOU POST TO PUBLIC AREAS

Certain areas of our Services may allow you to post Content that can be accessed and viewed by others, including the public in general. You may only post Content to public areas on our Services that you created or that you have permission to post. You may not post Content that violates these Terms of Use. We do not claim ownership of any Content that you may post. However, for all such information and material, you grant the EVPL a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce, and create derivative works from such information in any form, media, software, or technology of any kind.

12. NO DUTY TO MONITOR

This site offers blogs, forums, photo galleries, and other interactive areas where users can express opinions and share ideas and information. The EVPL cannot and does not monitor all of the material posted or transmitted to the Site. Additionally, the EVPL does not control, and is not responsible for, Content made available through the Site by members. By using the website, you may be exposed to Content that you may find offensive, indecent, inaccurate, misleading, or otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of the website and any of its Content, including but not limited to whether you should rely on said Content. You also agree that under no circumstances will the EVPL or its affiliates be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, or otherwise made available via the Site. You acknowledge that the EVPL does not pre-screen or approve all Content, but that the EVPL shall have the right (but not the obligation) in its sole discretion to refuse, delete, or move any Content that is available via the website, for violating the letter or spirit of the Terms or for any other reason. The Company reserves the right to delete any posting, message, or content at any time, for any reason or no reason.

13. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on a Service in a way that constitutes copyright infringement, please contact us via Ask EVPL.

14. THIRD PARTY SITES

Our Services may include links to third party websites, including links provided as automated search results or by other users. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. These links do not mean that we endorse these third party sites or services. We are not responsible or liable for any Content or other materials on these third party sites.

15. USE OF SOFTWARE

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The software is protected by copyright and other intellectual property laws and treaties and is owned by us or our suppliers. You may not sell or redistribute the software. You may not incorporate it or any portion of it into another product. You may not reverse engineer, decompile, or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law). You may not modify, adapt, or create derivative works from the software in any way or remove proprietary notices in the software. You agree to abide by all laws and regulations in effect regarding your use of the software. You may not authorize or assist any third party to do any of the things prohibited in this paragraph.

We may automatically check your version of the software and update it to improve its performance and capabilities. If you shut down the software during an automatic update or otherwise interfere with the installation of the update, the software may be damaged and/or cease to operate.

The software is a “commercial item,” as that term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 27.405(b)(2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government end users acquire the software with only those rights as set forth herein.

You agree to fully comply with all import and export laws, regulations, rules and orders of the United States, or any foreign government agency or authority, and that you will not directly or indirectly export, re-export, transfer and/or release the software, related technology, or any product thereof, for any proscribed end-use, or to any proscribed country, entity or person (wherever located), without proper authorization from the U.S. and/or foreign government. You bear responsibility for and assume all expenses relating to your compliance with the described laws, regulations, rules and orders, and for obtaining all necessary authorizations and clearances. You further agree to assume responsibility for and bear all expenses relating to your compliance with the described laws, regulations, rules and orders, and obtaining all necessary authorizations and clearances.

16. DISCLAIMER OF WARRANTIES

We provide our Services “as is”, “with all faults” and “as available.” We and our suppliers make no express warranties or guarantees about the Services.

TO THE EXTENT PERMITTED BY LAW, WE AND OUR SUPPLIERS DISCLAIM IMPLIED WARRANTIES THAT THE SERVICES AND ALL SOFTWARE, CONTENT AND SERVICES DISTRIBUTED THROUGH OUR SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, ARE ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OUR SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY OF OUR REPRESENTATIVES SHALL CREATE A WARRANTY.

You may have additional consumer rights under your local laws that this contract cannot change.

17. LIMITATION OF LIABILITY

THE EVPL AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON THE SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

18. INDEMNIFICATION

Upon a request by us, you agree to defend, indemnify, and hold harmless us and other affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of the Services. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

19. INTERNATIONAL USE

This site is controlled and operated by the EVPL, located in Evansville, Indiana. The EVPL does not represent or warrant that Materials on the site are appropriate or available for use in other locations. If you choose to access this site from other locations, you do so at your own risk and are responsible for compliance with any and all local laws.

20. TERMINATION

Your right to use our Services automatically terminates if you violate these Terms of Use or any rules or guidelines posted in connection with our Services. We also reserve the right, in our sole discretion, to terminate your access to all or part of our Services, for any reason, with or without notice.

21. JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana, as it is applied to agreements entered into and performed within that State. Any action brought to enforce this agreement or matters related to the site shall be brought in either the State or Federal Courts of Indiana. If any provision of this agreement is deemed void, unlawful or otherwise unenforceable for any reason, that provision shall be severed from this agreement and the remaining provisions of this agreement shall remain in force.