



Interstate Commission for Juveniles *WEBSITE USER AGREEMENT*

This Website User Agreement ("Agreement") is between you and the Interstate Commission for Juveniles ("ICJ") and sets forth the terms and conditions that govern your access and use of the following website: <http://www.juvenilecompact.org> ("ICJ Website" or "Website"). Your use and access of the ICJ Website constitutes your acceptance of the terms, conditions and notices contained herein. ICJ makes the Website available to users at no charge. The ICJ Website is intended solely for your private and personal use on your computer. Any other use or any attempt to use the ICJ Website for commercial or other purposes is strictly prohibited.

By accessing or using the ICJ Website, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. Please read the following terms carefully. You agree to use the Website for lawful purposes only and you acknowledge that your failure to do so may subject you to civil and criminal liability. If you do not agree to the terms and conditions of this Agreement, you may not access, view, obtain services from, or otherwise use the Website.

Registration and Account Creation

REGISTRATION INFORMATION:

ICJ may require you register or set up an account to use certain portions of the Website, or the Website as a whole. In order to do so, you may be provided, or required to choose, a password, User Id, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. You may not impersonate, imitate or pretend to be someone else when registering and/or setting up an account on the Website. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Website, if available, or contact the Website Administrator at icjadmin@juvenilecompact.org and specifically request updates to your Registration Information.

USE OF USER ID/PASSWORD:

1. If you register and/or set up an account on the Website, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party.
2. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.

3. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Website, if available, or contact the Website Administrator at icjadmin@juvenilecompact.org and specifically request updates to your Registration Information.

Rules of Usage:

USE OF THE WEBSITE BY YOU:

1. The Website is not intended for users 13 years of age or under, and ICJ does not knowingly collect personally identifiable information from users 13 years of age or under. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using portions of the Website for which registration is required, such as our discussion forums; any information submitted by such users will not knowingly be used, posted, or retained. Anyone 14 years of age or older, but under the age of 18, must receive consent from a parent or guardian prior to using the Website.
2. You shall not authorize others to use the Website, and you are responsible for all use of the Website by you. You shall not impersonate, imitate or pretend to be someone else when using the Website.
3. You shall not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that constitutes junk mail, spam, advertising, and/or commercial offers. You shall not repeat the same posting multiple times in a week.
4. You agree not to use, provide, or post on the Website any language, graphics, text, photographs, images, video, audio or other material that is obscene, indecent, offensive, defamatory, abusive, bullying, harassing, racist, hateful, or violent. You agree to refrain from ethnic slurs, religious intolerance, homophobia, and personal attacks when using the Website.
5. You further agree not to use any sexually explicit language or to provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is sexually explicit. You agree to not “cyber” or solicit another to “cyber” (participate in virtual sex) on or through the Website.
6. You shall not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is encrypted, invades anyone's privacy, or illustrates, references or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, state, federal, national or international law or regulation (e.g., drug use, underage drinking). You shall not provide or post on or through the Website any graphics, text, photographs, images, video, audio or other material that includes instructions for weapon and/or explosive manufacture or use.

7. You are responsible for ensuring that any graphics, text, photographs, images, video, audio or other material you provide to or post on the Website, including without limitation in bulletin boards, forums, or elsewhere, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is provided or posted with the permission of the owner(s) of such rights.
8. The Website may contain graphics, documents, text, photographs, images, video, audio and other material that is clearly identified for your use (“Assets”). The Assets are protected by state, national and international copyright, trademark and other intellectual property laws. Nevertheless, we grant to you the limited, non-exclusive, right and license to use the Assets solely as described on the Website, as limited by this Agreement, and provided further that you keep intact any and all copyright and other proprietary notices.
9. The Website also contains other graphics, text, photographs, images, video, audio, software, code, and other material that is provided by ICJ and is not clearly identified as, or intended, for your use, including without limitation the organization, design, compilation, and “look and feel” of the Website, and advertising thereon (“Website Content”). The copying, reproduction, publication, display, rearrangement, redistribution, modification, revision, alteration, cropping, re-sizing, reverse engineering, movement, removal, deletion, or other use or change by you, directly or indirectly, of any such Website Content, including but not limited to the removal or alteration of advertising, is strictly prohibited.
10. You shall not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Website, including without limitation the Assets or Website Content, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, ICJ or the Website.
11. You agree not to disrupt, overwhelm, attack, modify, reverse engineer or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website.
12. You acknowledge that ICJ has not reviewed and does not endorse the content of all sites linked to from this Website and is not responsible for the content or actions of any other sites linked to from this Website. Your linking to any service or site is at your sole risk.

COMMENTS BY OTHERS ARE NOT ENDORSED BY ICJ:

ICJ does not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of ICJ. You agree that ICJ is not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

USE OF MATERIAL SUPPLIED BY YOU:

Except as expressly provided in this Agreement, you agree that by posting messages, uploading text, graphics, photographs, images, video or audio files, inputting data, or engaging in any other form of communication with or through the Website, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. In addition, please be aware that information you disclose in publicly accessible portions of the Website will be available to all users of the Website, so you should be mindful of personal information and other content you may wish to post.

INDEMNIFICATION:

You agree to defend, indemnify and hold harmless ICJ and its officers, directors, employees, agents and representatives from and against all liabilities, claims, costs and expenses, including attorney's fees, related to or arising from: (a) any violation of this Agreement by you (or any parties who use your computer, with or without your permission, to access the ICJ Website); (b) the use of the ICJ Website or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your computer to access the ICJ Website, with or without your permission); (c) negligent acts, errors, or omissions by you (or any parties who use your computer to access the ICJ Website, with or without your permission); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the ICJ Website or the Internet.

EDITING AND DELETIONS:

ICJ reserves the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed on the Website or its forums, in its sole discretion, without notice.

LINKS

The ICJ Website may provide, or third parties may provide, links to other Internet World Wide Web sites or resources. Because ICJ has no control over such sites and resources, you acknowledge and agree that ICJ is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that ICJ shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

ADDITIONAL RULES:

ICJ reserves the right to post, from time to time, additional rules of usage that apply to specific parts of the Website. Such additional rules will be posted in the relevant parts of the Website. Your continued use of the Website constitutes your agreement to comply with these additional rules.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:

YOU ACKNOWLEDGE THAT YOU ARE USING THE WEBSITE AT YOUR OWN RISK. THE WEBSITE IS PROVIDED "AS IS", AND ICJ HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE WEBSITE. ICJ DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE WEBSITE.

ICJ SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF THE WEBSITE HEREUNDER, YOUR ACCESS TO OR INABILITY TO ACCESS THE WEBSITE, INCLUDING VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, YOUR USE OF OR RELIANCE ON THE WEBSITE, INFORMATION OR MATERIALS AVAILABLE ON THE WEBSITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY AGREE TO RELEASE ICJ AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE.

RIGHT TO CHANGE, MODIFY OR TERMINATE ACCESS TO THE WEBSITE:

ICJ reserves the right and sole discretion to change, limit, terminate, modify, temporarily or permanently cease to provide the ICJ Website or any part thereof to any user or group of users, without prior notice and for any reason or no reason. In the event you or ICJ terminate this Agreement, you must immediately stop using the ICJ Website.

JURISDICTION:

ICJ makes no representation that materials on the Website are appropriate or available in any particular location. Those who choose to access the Website do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of **Kentucky** applicable to contracts to be wholly performed therein, and any action based on, relating to, or alleging a breach of this Agreement must be brought in a state or federal court in **Kentucky** or the **District of Columbia**. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.