

FBICA.org Terms of Use Agreement & Privacy Policy

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Terms of Use Agreement

1. ACCEPTANCE OF TERMS

The FBICA.org website is owned and operated by the FBI Citizens' Academy Alumni Association ("FBICAAA"), 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 FBICAAA is distinct and separate 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 FBICA.org website you agree to be bound by this Terms of Use Agreement ("Agreement"). This Agreement, FBICAAA's Privacy Policy, and all disclaimers and terms and conditions that appear elsewhere on the FBICAAA website, apply to all registered and non-registered users of the FBICA.org website. To become a Registered User you must be a member in good standing of the FBICAAA and meet any additional requirements established by the FBICAAA.

2. MODIFICATIONS

FBICAAA reserves the right to amend the FBICA.org 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

FBICAAA, in its sole discretion, may: (1) terminate a Registered User's access to the FBICA.org 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. FBICAAA 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 FBICA.org website.

4. ENTIRE AGREEMENT

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

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 Arizona. 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 Phoenix, Arizona. 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 FBICAAA. 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 FBICAAA immediately of any unauthorized use of your account.

FBICAAA 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 FBICAAA or another party resulting from unauthorized use of your account.

8. ONLINE CONTENT

As a user of the FBICA.org website, you agree to the following:

FBICAAA does not: (i) guarantee the accuracy, completeness or usefulness of any information provided on FBICA.org, 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 FBICAAA. FBICAAA will not be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on FBICA.org.

9. THIRD PARTY LINKS, SERVICING, AND ADVERTISING

Neither FBICAAA nor its contributors are responsible for the content of any off-site pages that are referenced by or that reference to the FBICA.org homepage. The user specifically acknowledges that neither FBICAAA 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 FBICA.org homepage on the World Wide Web to other sites or from other sites to the FBICA.org homepage do not constitute an endorsement by FBICAAA. 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

FBICAAA 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 FBICAAA, 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. FBICAAA owns a copyright in the selection, arrangement, organization and amendments to all content, as well as the content at its origin.

11. SERVICE INTERRUPTIONS

FBICAAA will make every effort to keep FBICA.org operational. However, mandatory system updates, technical difficulties and other factors outside of FBICAAA's control may occasionally result in temporary service interruptions. You agree not to hold FBICAAA 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 FBICAAA. 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 FBICAAA, 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 FBICA.org website.

14. LIMITATIONS OF LIABILITY

FBICAAA is not liable for any incidental, indirect, consequential or punitive damages arising from the use of, or inability to use, the FBICA.org website, or from the information, downloads and transactions provided via the FBICA.org website, even if FBICAAA 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 FBICAAA's liability is limited to the greatest extent permitted by law.

PRIVACY POLICY

1. INTRODUCTION

This statement discloses the privacy practices for the FBICA.org website, operated by FBICAAA. The purpose of this statement is to notify you about any Personally Identifiable Information that may be collected by FBICA.org, 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 FBICA.org website. FBICAAA is committed to protecting the privacy and security of visitors to FBICA.org. This privacy policy pertains to all information that may be collected via our FBICA.org 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 FBICA.org website, FBICAAA 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 FBICAAA is unable to charge your chosen payment method for a commercial transaction or if FBICAAA is charged a penalty for any fee it previously charged to your payment method, FBICAAA

may pursue all available remedies in order to obtain payment and recoupment of all related costs incurred by FBICAAA. When an order is placed and payment is not received, or FBICAAA has received a chargeback for any portion of the transaction, FBICAAA 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

FBICAAA 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 FBICAAA 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 FBICAAA 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.

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