

## Legal Disclosure and Terms of Use

April 10, 2012

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**POSTINGS.** The TOHMB functionality (e.g. The Township of Ocean Historical Museum Blog) provides the opportunity to share knowledge and post other helpful or meaningful information. By submitting content or information of any type (a "Posting") to the functionality, or by otherwise using the functionality to transmit or display a Posting, you automatically grant The Township of Ocean Historical Museum a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, publish, translate, create derivative works from, distribute, transmit, perform, and display such content or information (in whole or in part) worldwide and/or to incorporate into other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content or information. You also acknowledge that such submissions are non-confidential for all purposes. Moreover, you agree that by using the TOHMB functionality you will not post or transmit any of the following materials:

- Anything that interferes with or disrupts the TOHMB or the operation thereof,
- Statements about candidates for political office,
- Statements or material that defames, harasses, abuses, stalks, threatens, or in any way infringes on the rights of others,
- Unauthorized copyrighted materials or any other material that infringes on the intellectual property rights, trade secrets, or privacy of another,
- Statements or material that violates other contractual or fiduciary rights, duties, or agreements,
- Statements or material that encourages criminal conduct or that would give rise to civil liability or otherwise violates any law or regulation in any jurisdiction,
- Statements or material that contains vulgar, obscene, profane, or otherwise objectionable language or images that typically would not be considered socially or professionally responsible or appropriate in person,
- Statements or material that impersonates any other person or entity, whether actual or fictitious, including employees and representatives of The Township of Ocean Historical Museum,
- Anything that violates the privacy or publicity rights of any other person,
- Statements or material that are off-topic, irrelevant, or inappropriate,
- Statements or material that constitute junk mail, spam, or unauthorized advertising or

promotional materials, and

- Files that contain malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, network, or this Website.

As the TOHMB functionality is generally public, the user experience is enhanced when you follow these guidelines. Please also use netiquette. Please be succinct and stay on topic. Please remember to respect others and their opinions. The Township of Ocean Historical Museum encourages open and sincere communication, but urges all users to remember that the TOHMB functionality is intended to be a resource for all.

**ENFORCING SECURITY.** The TOHMB functionality is owned by The Township of Ocean Historical Museum. Please be aware that you have no reasonable expectation of privacy while using the TOHMB functionality. The Township of Ocean Historical Museum cannot guarantee the confidentiality of any communication or material transmitted to/from the TOHMB functionality over the Internet or other global communication network and The Township of Ocean Historical Museum is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained, or for the consequences of any reliance on such information. You must make your own determination as to these issues.

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**LINKS TO TOWNSHIP OF OCEAN HISTORICAL MUSEUM WEBSITES.** Unless

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**PRIVACY POLICY.** By agreeing to these terms, you acknowledge that The Township of Ocean Historical Museum may collect, use and disclose your information as described in our Privacy Policy. **USER CONTENT.** By submitting a Posting or providing any content on or through this Website, you hereby grant to The Township of Ocean Historical Museum a worldwide, irrevocable, royalty-free, nonexclusive, limited license to reproduce, use, adapt, modify, publish, translate, publicly perform, publicly display, distribute and create derivative works from such content in any form, and The Township of Ocean Historical Museum may sublicense all or part of its rights under this license or assign them to third parties. You represent and warrant that: (i) you own the content posted by you on or through this Website or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your content on or through this Website does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. The Township of Ocean Historical Museum may delete any content for any reason, including content that, in The Township of Ocean Historical Museum's sole judgment, is offensive, illegal or violate the rights, harm, or threaten the safety of any person. The Township of Ocean Historical Museum has the right, but does not assume the responsibility, for monitoring this Website for inappropriate content. You are solely responsible

for the content of any Postings that you post on or through this Website.

**SUBMISSIONS.** It has been the long-standing policy of The Township of Ocean Historical Museum not to accept or consider creative ideas, suggestions, or materials, including, but not limited to, notes, drawings, concepts, comments, questions or answers, techniques, know-how, or other information (hereinafter "Submissions") other than those specifically requested, such as TOHMB. The intent of this policy is to avoid the possibility of future misunderstandings when projects developed by The Township of Ocean Historical Museum's professional staff might seem to others to be similar to their own creative work. All Submissions, including unsolicited submissions and those made at the request of The Township of Ocean Historical Museum, such as TOHMB, will be treated as non-confidential and non-proprietary, and will be subject to the license granted in the preceding paragraph. The Township of Ocean Historical Museum will not be liable for any use or disclosure of any Submissions.

**PASSWORD.** You may be assigned a username and password with which to access restricted areas of this Website. You agree not to use the username or password of another user at any time or to disclose your password to any third party. You agree to notify The Township of Ocean Historical Museum immediately if you suspect any unauthorized use of your username or access to your password. You are solely responsible for any and all uses of your username and password.

**EMAIL.** Email submissions over the internet may not be secure. Please do not email The Township of Ocean Historical Museum any personal or confidential information. Please refer to our Privacy Policy for information how The Township of Ocean Historical Museum uses your information.

**CHOICE OF LAW/FORUM.** All claims arising out of this Agreement or relating to this Website will be governed by the laws of the State of New Jersey, USA, excluding the application of its conflicts of law rules. Any legal action or proceeding arising out of this Agreement or relating to this Website shall be brought exclusively in a state or federal court in or for Monmouth County, New Jersey, USA.

**MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The Township of Ocean Historical Museum's failure to act with respect to any failure by you or others to comply with these Terms of Use does not waive The Township of Ocean Historical Museum's right to act with respect to subsequent or similar failures. These Terms of Use set forth the entire understanding and agreement between you and The Township of Ocean Historical Museum with respect to the subject matter hereof. Any cause of action or claim you may have with respect to this Agreement or this Website must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.

**VIOLATIONS AND ADDITIONAL POLICIES.** The Township of Ocean Historical Museum reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including without limitation the right to block access from a particular Internet address.

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