

ONLINE TERMS OF USE

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2. Site Access, Security and Restrictions; Passwords

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of any and all applicable law in any jurisdiction.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

Violations of system or network security may result in civil or criminal liability. DCN will investigate occurrences that may involve such violations and may involve and cooperate with law enforcement or any other authority in prosecuting users involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on the Site.

In the event access to the Site or a portion thereof is limited requiring a user ID and password (referred to as “Protected Areas”), you agree to access Protected Areas using only your user ID and password as provided to you by DCN. You agree to protect the confidentiality of your user ID and password and you agree not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Site may be revoked by DCN at any time with or without cause. You agree to defend, indemnify and hold DCN harmless from and against all third party claims, damages and expenses, including reasonable attorney fees and costs, against or incurred by DCN arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Site or access by anyone accessing the Site using your user ID and password.

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Although DCN attempts to ensure the integrity and accuracy of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform DCN so that it can be corrected. DCN reserves the right to unilaterally correct any inaccuracies on the Site without notice. Information contained on the Site may be changed or updated without notice. Additionally, DCN shall have no responsibility or liability for information or Content posted to the Site from any non-DCN affiliated third party.

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DCN makes no representations whatsoever about any other website that you may access through the Site. When you access a non-DCN website, please understand that it is independent from DCN, and that DCN has no control over the content on that website. In addition, a link to a non-DCN website does not mean that DCN endorses or accepts any responsibility for the content or the use of the linked website. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party websites linked to the Site, you do this entirely at your own risk.

5. User Generated Content, Reviews, Feedback and other Postings to the Site

If you submit, upload or post any comments, ideas, suggestions, information, files, videos, images or other materials to us or the Site ("User Generated Content"), you agree not to provide any User Generated Content that (1) is illegal, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You agree not to contact other Site users through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to DCN that you have the legal right and authorization to provide all User Generated Content to DCN for the purposes and DCN's use as set forth herein. Subject to the Privacy Policy, DCN shall have a royalty-free, irrevocable, transferable right and license to use the User Generated Content in whatever manner DCN desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such User Generated Content and/or incorporate such User Generated Content into any form, medium or technology throughout the world. Subject to the Privacy Policy, DCN is and shall be under no obligation (1) to maintain any User Generated Content in confidence; (2) to pay to you any compensation for any User Generated Content; or (3) to respond to any User Generated Content.

DCN does not regularly review posted User Generated Content but does reserve the right, but not the obligation, to monitor and edit or remove any User Generated Content submitted to the Site. You grant DCN the right to use the name that you submit in connection with any User Generated Content. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Generated Content. You are and shall remain solely responsible for the content of any User Generated Content you make. DCN and its affiliates take no responsibility and assume no liability for any User Generated Content submitted by you or any third party.

You agree to defend, indemnify and hold DCN harmless from and against all third party claims, damages and expenses, including reasonable attorney fees and costs, against or incurred by DCN arising out of any User Generated Content you post or allow to be posted to the Site.

6. Claims of Copyright Infringement

We disclaim any responsibility or liability for copyrighted materials posted on our site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

DCN respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), we will respond promptly to notices of alleged infringement that are reported to DCN's Designated Copyright Agent, identified below.

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If you are a copyright owner, authorized to act on behalf of one or authorized to act under any exclusive right under copyright, please report any alleged copyright infringement taking place on or through the Site by sending us a notice ("Notice") complying with the following requirements:

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to our Copyright Agent:

Anna Cam Fentriss
Building A Safer Florida, Inc.
1400 Village Square Blvd., Number 3-243
Tallahassee, Florida 32312
Telephone: 850-222-2772
Fax: 850-894-0502
Email: info@buildingasaferflorida.org

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8. Limitation of Liability Regarding Use of Site

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9. Dispute Resolution.

In the event of any dispute or claim relating to the Site or these Terms of Use, you agree to resolution of such dispute in the state or federal courts located in and for Tallahassee, Florida in accordance with Florida law.

10. Revisions; General

DCN reserves the right, in its sole discretion, to terminate your access to all or part of the Site, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between DCN and you pertaining to the subject matter hereof. In its sole discretion, DCN may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use so you are aware of any such revisions to which you are bound. Your continued use of the Site after revisions to these Terms of Use shall constitute your agreement to the revised Terms of Use. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site.