



# INTERNATIONAL POLICE CONGRESS

## *TERMS OF USE*

### **1. ACCEPTANCE OF TERMS**

Welcome to **INTERNATIONAL POLICE CONGRESS** (hereinafter “**IPC**”). “**IPC**” provides its service to you, subject to the following Terms of Use (“**TOU**”), which may be updated by us from time to time without notice to you. You can review the most current version of the **TOU** at any time by selecting the Terms of Use button at the bottom of the page. In addition, when using particular “**IPC**” services, you and “**IPC**” shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules (including but not limited to our Spam Policy) are hereby incorporated by reference into the **TOU**. If you are a member of the “**IPC**”, please note that a different “**IPC**” **TERM OF SERVICE** applies to you. “**IPC**” also may offer other services from time to time, such as “**IPC**” Store and “**IPC**” Site that are governed by different Terms of Services.

### **2. DESCRIPTION OF SERVICE**

“**IPC**” currently provides users with access to a rich collection of resources, including, various communications tools, forums, shopping services, personalized content and branded programming through its network of properties (the “**Service**”). You also understand and agree that the **Service** may include advertisements and that these advertisements are necessary for “**IPC**” to provide the **Service**. You also understand and agree that the service may include certain communications from “**IPC**”, such as service announcements, administrative messages and the “**IPC**” Newsletter, and that these communications are considered part of “**IPC**” membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augments or enhances the current **Service**, including the release of new “**IPC**” properties, shall be subject to the **TOU**. You understand and agree that the **Service** is provided “**AS-IS**” and that “**IPC**” assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the **Service** and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees,

including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### **3. *YOUR REGISTRATION OBLIGATIONS***

In consideration of your use of the Service, you agree to: **(a)** provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and **(b)** maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or "IPC" has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, "IPC" has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

### **4. *INTERNATIONAL POLICE CONGRESS PRIVACY POLICY***

Registration Data and certain other information about you are subject to our Privacy Policy. For more information, see our full privacy policy.

### **5. *MEMBER ACCOUNT, PASSWORD AND SECURITY***

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to **(a)** immediately notify "IPC" of any unauthorized use of your password or account or any other breach of security, and **(b)** ensure that you exit from your account at the end of each session. "IPC" cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

### **6. *MEMBER CONDUCT***

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not "IPC", are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. "IPC" does not control the Content posted via the Service and as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will "IPC" be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- a.** upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b.** impersonate any person or entity, including, but not limited to, a "IPC" official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d.** forges headers or otherwise manipulates identifiers in order to disguise the origin of any Content transmitted through the Service;
- e.** upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f.** upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g.** upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- h.** upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i.** disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j.** interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k.** intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; or
- l.** collects or store personal data about other users.

You acknowledge that "IPC" does not pre-screen Content, but that "IPC" and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that

is available via the Service. Without limiting the foregoing, “IPC” and its designees shall have the right to remove any Content that violates the TOU or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by “IPC” or submitted to “IPC”, including without limitation information in “IPC” Message Boards, “IPC” Clubs, and in all other parts of the Service.

You acknowledge and agree that “IPC” may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of “IPC”, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## **7. *SPECIAL ADMONITIONS FOR INTERNATIONAL USE***

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## **8. *CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE***

“IPC” does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant “IPC” the following world-wide, royalty free and non-exclusive license(s), as applicable:

- With respect to Content you submit or make available for inclusion on publicly accessible areas of “IPC” Clubs and “IPC” Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific “IPC” Club or “IPC” Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or “IPC” removes such Content from the Service.
- With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible area of the Service other than “IPC” Clubs or “IPC” Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such

Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or “IPC” removes such Content from the Service.

- With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than “IPC” Clubs or “IPC” Groups, the perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Service are those areas of the “IPC” network of properties that are intended by “IPC” to be available to the general public. By way of example, publicly accessible areas of the Service would include “IPC” Message Boards and portions of “IPC” Clubs and “IPC” Groups that are open to both members and visitors. However, publicly accessible areas of the Service would not include portions of “IPC” Clubs and “IPC” Groups that are limited to members, “IPC” services intended for private communication such as “IPC” Mail or “IPC” Messenger, or areas off of the “IPC” network of properties such as portions of World Wide Web sites that are accessible through “IPC” Web-ring but are not hosted or served by “IPC”.

## ***9. INDEMNITY***

You agree to indemnify and hold “IPC” , and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOU, or your violation of any rights of another.

## ***10. NO RESALE OF SERVICE***

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## ***11. GENERAL PRACTICES REGARDING USE AND STORAGE***

You acknowledge that “IPC” may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on “IPC” 's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that “IPC” has no responsibility or liability for the deletion or

failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that “IPC” reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that “IPC” reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## ***12. MODIFICATIONS TO SERVICE***

“IPC” reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that “IPC” shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## ***13. TERMINATION***

You agree that “IPC” may, under certain circumstances and without prior notice, immediately terminate your “IPC” account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, **(a)** breaches or violations of the TOU or other incorporated agreements or guidelines, **(b)** requests by law enforcement or other government agencies, **(c)** a request by you (self-initiated account deletions), **(d)** discontinuance or material modification to the Service (or any part thereof), **(e)** unexpected technical issues or problems, and **(f)** extended periods of inactivity. Termination of your “IPC” account includes **(a)** removal of access to all offerings within the Service, including but not limited to “IPC” Mail, Groups, Messenger, Chat, Domains, Personals, Auctions, Message Boards, Greetings, Alerts and Games, **(b)** deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and **(c)** barring further use of the Service. Further, you agree that all terminations for cause shall be made in “IPC”’s sole discretion and that “IPC” shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the Service.

## ***14. DEALINGS WITH ADVERTISERS***

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that “IPC” shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## **15. LINKS**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because “IPC” has no control over such sites and resources, you acknowledge and agree that “IPC” 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 “IPC” 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.

## **16. INTERNATIONAL POLICE CONGRESS 'S PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by “IPC” or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

“IPC” grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by “IPC” for use in accessing the Service.

## **17. DISCLAIMER OF WARRANTIES**

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. “IPC” EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
- b. INTERNATIONAL POLICE CONGRESS MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE**

UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM “IPC” OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU.

## **18. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT “IPC” SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF “IPC” HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

## **19. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.



## **20. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS**

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 17 and 18 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. "IPC" and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

## **21. NOTICE**

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOU or other matters by displaying notices or links to notices to you generally on the Service.

## **22. TRADEMARK INFORMATION**

"INTERNATIONAL POLICE CONGRESS", the "IPC" logo, "IPC" in Chinese, Japanese or any other language Characters, the design, the "IPC" logo, and service marks, and other "IPC" logos and product and service names are trademarks of "IPC" Holdings Corporation. (the "IPC" Marks"). Without "IPC"'s prior permission, you agree not to display or use in any manner, the "IPC" Marks.

## **23. COPYRIGHTS and COPYRIGHT AGENTS**

"IPC" respects the intellectual property of others and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide "IPC"'s Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;

5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

“IPC”’s Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

*By email: [copyright@police-congress.org](mailto:copyright@police-congress.org)  
Copyright Agent  
c/o International Police Congress*

## **24. GENERAL INFORMATION**

The TOU constitute the entire agreement between you and “IPC” and govern your use of the Service, superseding any prior agreements between you and “IPC”. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOU and the relationship between you and “IPC” shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You and “IPC” agree to submit to the personal and exclusive jurisdiction of the courts located within the State of New York. The failure of “IPC” to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOU are for convenience only and have no legal or contractual effect

## **25. VIOLATIONS**

Please report any violations of the TOU to our Customer Care group:

*[info@police-congress.com](mailto:info@police-congress.com)  
And direct you communication to:  
Customer Care - Privacy Policy Issues*