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Ann Arbor District Library Website Terms of Use Policy

Last Updated: _____, 2012

The Ann Arbor District Library is committed to sustaining the value of public library services for the greater Ann Arbor community through the use of traditional and innovative technologies. We do this by assuring public ownership of print collections, digital resources, and gathering spaces for the citizens of the library district.

Your access to and use of the Ann Arbor District Library's (the "Library") website (this "Site") is subject to the following Terms of Use, as well as all applicable laws. Your access to this Site is in consideration for your agreement to comply with and be bound by these Terms of Use, and by accessing, browsing, or using this Site, you accept, without limitation or qualification, these Terms of Use.

Future Modifications

These Terms of Use may change from time to time, and we encourage you to review them periodically. Any modification is effective immediately upon posting to this page, unless otherwise stated. Your continued use of this Site following the posting of any modification signifies your acceptance of such modification.

Privacy

We believe the privacy of your information is important. Our Privacy Statement Policy is incorporated into these Terms of Use and govern your use of this Site.

License

Except where otherwise noted, content on this Site is licensed under a Creative Commons Attribution-NonCommercial 3.0 License.

Use of Site Content

The Library encourages you to use materials made available on this Site, provided that you follow the following guidelines:

1. Digital Content. Materials downloaded from this Site may only be used for personal, educational, or research purposes. They may not be used for commercial purposes.
2. Obtaining Necessary Permissions. The Site contains a wide range of materials that are in the public domain as well as materials that are protected by copyright. In cases where materials on this Site are protected by third party rights, you are responsible for clearing the necessary rights in order to use the materials in question. It is your obligation to determine and satisfy copyright or other use restrictions when publishing or otherwise distributing materials from the Library's collections. You are solely responsible for determining whether the use of any

digital object requires the permission of any other person or entity, and you are responsible for paying any associated fees. If you have questions about the legal issues surrounding the use of digital objects, you should contact an attorney.

3. Crediting the Library. If you use material from this Site, we ask that you credit the Library by linking directly to the permalink provided or, if no permalink is provided, via the URL on which the material is found. If you use material from this Site offline, we ask that you credit the Library as follows: “Courtesy of The Ann Arbor District Library. www.aadl.org”

Guidelines for User-Generated Content

The Library encourages users of this Site to become involved in its interactive sections by participating in online discussions and, in some cases, uploading content. Before you participate in these activities, however, we ask that you please make sure that any such content does not infringe the rights of any third party. For example, if you upload a drawing or a photo, please make sure that you are the creator of the artwork. Do not contribute content if you do not own the rights.

Additionally, please remember to exercise good judgment when contributing written material or other content. The Library reserves the right to edit or remove contributions that are offensive or objectionable to others, that use inappropriate language, or that are off-topic. We also ask that you do not insert your own or a third party's advertising, branding or other promotional content into any contribution made to this Site.

Digital Millennium Copyright Act; Copyright Complaints

The Library respects the intellectual property rights of others and requires those that visit this Site and use the Library's network to do the same. The Library may, in appropriate circumstances and at our discretion, remove or disable access to material on this Site or the Library's network that infringes upon the copyright rights of others. The Library also may, at our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity. In the event that any visitors to this Site or users of the Library's network repeatedly infringe on others' copyrights, the Library may, in its sole discretion, terminate those individuals' rights to use this Site or the Library's network.

If you believe that your work has been used on the Library's Site or network in any manner that constitutes copyright infringement, please notify the Library's copyright agent by written notice. The notice should include the following information:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
- A description of the copyrighted work you claim has been infringed, including a copy of the copyrighted work or the web page address where the copyrighted work may be found;

- Identification of the location on the Site of the material you claim has been infringed, or the link or reference to another website that contains the material you claim has been infringed;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright owner or the law; and
- A statement by you that the information in this notification is accurate and a statement, under penalty of perjury, that you are the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf.

The Library's copyright agent for notice of claims of copyright infringement on this Site and the Library's network is Josie Parker whose contact information is as follows:

Ann Arbor District Library
343 South Fifth Avenue
Ann Arbor, Michigan 48104
Phone: 734.327.4263
Facsimile: 734.327.8309

Registration, Accounts and Passwords

You agree to provide true, accurate, current and complete data about yourself when entering into a transaction with the Library. In the event you fail to provide such accurate personal data or otherwise comply with these Terms of Use, the Library will have the right to suspend or terminate your use of the Site and/or terminate your account (if applicable). You will receive a password and account upon completing the registration form. You are solely responsible for maintaining the confidentiality of your password and account, and you are solely responsible for all use of your password or account, whether authorized by you or not. You agree to (a) immediately notify the Library of any unauthorized use of your password or account or any other breach of security and (b) ensure that you exit from your account each time you use this Site from a public or shared computer. Access and use of password protected and/or secure areas of this Site are restricted to users who have been given a valid password by the Library. Unauthorized individuals attempting to access these areas of this Site may be subject to prosecution.

Library Points Awarded to Users

From time to time, the Library may implement programs that award points to its registered Library users ("Points"). Points have no cash value. As long as you remain a registered Library user, your Points never expire; however, if you cancel your Library registration, your Points will expire. The Library, in its sole discretion, may award different prizes for Points. The Library reserves the right to change the conditions for awarding prizes and does not guarantee awarding any particular or quantity of prizes or awarding any prizes at all. The Library reserves the right to

change these policies or cancel these promotions at any time. A list of any prizes that will be awarded to point earners, if any, can be found at <http://play.aadl.org/shop>.

Policy on Spamming

You specifically agree that you will not utilize email addresses or any electronic data obtained by using this Site to transmit the same or substantially similar unsolicited message to 10 or more recipients in a single day, or 20 or more unsolicited messages in a single week (consecutive 7-day period). The Library, in its sole discretion, will identify violations of the limitations on email usage set forth in these Terms of Use. Violations may result in your removal from registered areas, denial of support or services, or other consequences.

Other Site Links

Some links on this Site lead to websites that are not operated by the Library. The Library does not control these websites nor do we review or control their content. These links are not an endorsement of products, services, or information, and do not imply an association between the Library and the operators of the linked website. When you select a link to an outside website, you are subject to the terms and conditions of the owner/sponsors of that outside website.

Termination of Use

The Library may, in its sole discretion, terminate or suspend your access to and use of this Site without notice and for any reason, including for violation of these Terms of Use or for other conduct which the Library, in its sole discretion, believes is unlawful or harmful to others. In the event of termination, you will no longer be authorized to access this Site, and the Library will use any means possible to enforce this termination.

Disclaimers

All materials on this Site are provided "as is" without a warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular use, and/or non-infringement. The Library assumes no responsibility for damage to your computer or other property resulting from your use of this Site. You understand and agree that any downloading or obtaining of material or data through this Site is done at your own risk. In addition, we disclaim any and all responsibility or liability for the accuracy, reliability, and legality of materials found on this Site.

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