

Cleveland Heights–University Heights Public Library

Internet Access Policy and Guidelines for Use of Library Workstations

Background/Philosophy

“The Cleveland Heights-University Heights Public Library: Opening doors, opening minds.”¹

The library provides open access to the Internet as an integral part of this mission.

The Internet is a worldwide computer network that provides easy access to an enormous and growing body of information. The resources available on the Internet expand the library’s information services well beyond traditional collections and electronic resources. In providing community access to the Internet, the Cleveland Heights–University Heights Public Library enhances its existing collection in size and depth, and provides the opportunity for any citizen to utilize the exciting resources on the Internet.

Not everyone currently has or can afford access to the Internet in their homes or businesses. The library can “level the playing field” by providing everyone with open access to this valuable information resource. Even those who can afford access may need it only intermittently and may not wish to pay for it on a regular basis. Others use the library’s facilities because the access is much faster than that available to them at home or office. Still others know that information can be found there, but prefer to rely on experienced, trained library staff to assist them with their searches.

Intellectual Freedom/Right to Privacy

The same standards of intellectual freedom, privacy and confidentiality endorsed by the Cleveland Heights–University Heights Public Library for traditional resources and services also apply to electronic media, including usage of the Internet.

The library has a policy of open access to all parts of its collections, including access to the Internet, and usage is not restricted by age. Supervision is the responsibility of parents, guardians or caregivers. Use is not prioritized by information need because everyone’s information need is important to him or her, and it is not restricted by residency. However remote access to some electronic databases is restricted by residency.

The library seeks to protect the First Amendment rights of its customers and their individual right to privacy. However, Internet users must be sensitive to the fact that workstations and personally owned wireless devices are located in public areas and, therefore, images on the screen and at public printers are subject to view by a wide audience.

¹ Mission Statement of the Cleveland Heights–University Heights Public Library, approved by the Board of Library Trustees, July 18, 2005.

The workstations owned and operated by the Cleveland Heights–University Heights Public Library, as well as any wireless device that connects to the Internet through the library’s network and that is used on library property, will be used for educational, informational and recreational purposes only; they may not be used for unauthorized, illegal or unethical purposes. Customers may not send, receive or display text or graphics that may be construed as obscene under Section 2907.07, or harmful to juveniles under Section 2901.31, of the *Ohio Revised Code*.

The library has created a privacy statement as a part of its web site. It is recommended that customers refer to this for further clarification of their rights to privacy while using our web site.

Information Disclaimer

The Internet offers open access to information, ideas and commentary from around the world and a vast array of tools and resources for different age levels and points of view. However, not all sources on the Internet provide information that is accurate, complete, current or legal. The Cleveland Heights–University Heights Public Library does not endorse the viewpoints or vouch for the accuracy of information obtained through the Internet. The library does not monitor and has no control over the information accessed through the Internet and cannot be held responsible for its content. Most definitely, some resources and destinations contain material that some customers will find personally offensive or inappropriate for children.

The library, through its participation in Cleveland Public Library’s automation system (CLEVNET) and the Ohio Public Library Information Network (OPLIN), can and does recommend interesting and useful destinations and resources for our customers to explore. These sites, indexed by subject area or source of information, can be found through the “Do Research” section of the library’s home page as well as through the “Homework” section of the library’s site for children, *PotamusPlace.org*.

Care should always be taken to protect personal information, such as names, telephone numbers and credit card information, when using the Internet.

Use of the Internet by Children and Teens

Potamus Place, and our teen site, *Heights Teen Spot*, are designed by library staff to bring together those sites believed to be useful to young children and teens. But as with all library materials, parents, guardians and caregivers are responsible for their children’s use of the Internet. Library staff do not control the Web sites that children and teens may select on the Internet. Parents/guardians are strongly encouraged to work with their children to develop acceptable family rules of Internet use.

Parents/guardians and children are also encouraged to read *Child Safety On the Information Highway*, jointly produced by the National Center for Missing and Exploited Children and the Interactive Services Association, and *Teen Safety on the Internet*. These publications are available as links with this *Policy* or by going to www.safekids.com/child_safety.htm or www.safeteens.com. Use of the Internet by juveniles is governed by *Ohio Revised Code* Sections 2907.31 and 2907.01 (E) available at information desks in all our buildings and on the Web.

The Board of Library Trustees has approved installation of software designed to filter sexually explicit content on selected Internet workstations in the children's areas of our buildings. The Board recognizes that such filtering software is far from perfect; it does allow some inappropriate content to pass through and can block appropriate sites from view. The Board also believes that having filtered workstations available presents parents with a choice for their children not possible with either all workstations filtered or with no filters at all.

It is the parent or guardian who sets family standards and values and, therefore, the library cannot usurp that right nor assume that responsibility. The Internet, since it should be no different than TV and movies, books and magazines, is a marvelous opportunity for parents/guardians to hold discussions with their children about their family's standards. We strongly recommend that parents/guardians work with their children when they are using the Internet.

Workstations in adult areas also may have filtering software installed. We recognize that some adults desire this for their personal use. These workstations are clearly marked.

Printing

The library provides 10 pages of black and white printing free, followed by \$.10 per page thereafter. Color prints are provided with 10 free pages and \$.50 per page thereafter. Wireless devices cannot connect to any of the library's printers.

Downloading

Customers may download information from the Internet to their own diskettes (if drives are available), personal portable USB storage devices or to their own e-mail accounts. Diskettes may be purchased at the Circulation Desks of the Coventry, Noble and University Heights branches, and USB "flash drives" and diskettes are available for purchase from the Lee Road Library vending machine. Users should not expect library staff to make copies for them nor to know the specifics of how particular e-mail accounts work. Under no circumstances may a user download or save anything to the hard drive of any library workstation or to a network drive unless specifically designated. The library assumes no responsibility for damage to diskettes, personal portable USB storage devices or non-library computers that may result from downloading files from the Internet.

Use of the Workstations

The library does not limit the number of individuals using a single workstation because we recognize that group work can be a valuable learning experience. However, if a group creates a disturbance to the effective use of the library by others, they will be asked to correct their behaviors, disband, and/or leave the building, as appropriate.

Although some Internet workstations in our buildings may be scheduled in advance for two-hour periods, many workstations are available on a first-come basis. The number of these workstations accessing the Internet is limited so we expect customers to be considerate of others.

Time on the Internet is limited to 30 minutes when others are waiting.

A few workstations in each building are configured only for access to the library's online catalog and electronic databases. They are clearly marked.

Customers should notify library staff immediately if they experience any problems with the library's equipment or software.

Under no circumstances may customers use their personal software on the library's workstations or network. Other than personal portable USB storage devices, diskettes or headphones, customers may not use their own equipment on the library's workstations. All of our Internet workstations are equipped with sound cards. Customers may use their own headphones or use a set provided by the library. Please keep the headphone volume low so as not to disturb the use of the library by others. Under no circumstances may customers remove privacy screens from the library's PCs. Doing so may result in a loss of computer privileges. Should a screen need to be removed as a visual accommodation, staff will be happy to do so.

For library network security reasons, personally owned laptop computers, PDA's, or other Internet-ready devices shall not be connected to the Internet utilizing any of the connections provided by the Cleveland Heights-University Heights Public Library. However, wireless access to the Internet is available in all of our buildings.

Instruction

Providing instruction in how to use and evaluate informational resources is part of the library's role. This is certainly true with the Internet. For many of our customers traveling the Internet is a new and exciting experience.

Staff will devote a *reasonable* amount of time assisting individual library users with the Internet where needed. They cannot devote large amounts of time to each customer because staff scheduled for floor duty are handling many information requests from many individuals.

Regular programs, demonstrations and hands-on sessions on the use of the Internet and specific computer software are provided by the library staff. One-on-one sessions may be scheduled at any of our branches. Please ask us for more information.

Copyright

Materials obtained on or copied from the Internet may be subject to laws that govern making reproductions of copyrighted works. A work protected by copyright may not be copied without permission of the copyright owner unless the proposed use falls within the definition of "Fair Use." Customers are responsible for compliance with all international, national and state laws governing copyrighted materials.

Indemnification

Through the library's Web site, we provide links to specific sites selected by staff because of their useful content. These follow the same selection policies in place for other informational and/or recreational resources provided by the library. However, all Internet resources may contain material of a controversial nature. Our customers choose which electronic materials and sites they access on the Internet. The library cannot protect them from information that might be considered offensive or inaccurate. It remains the responsibility of the user—or the user's parent, guardian, or caregiver in the case of minors—to determine what is appropriate.

Because the customer is the selector in using the Internet by making individual choices and decisions, customers shall comply with all age restrictions governing access to specific sites, as limited by the content provider, to usage by persons 18 or 21 years of age or older.

Some commercial databases on the Internet require a fee. These fees are the responsibility of the customer; they are not the responsibility of the library.

In no event shall the Cleveland Heights–University Heights Public Library have any liability for lost profits or for any direct or indirect special, punitive, or consequential damages, or any liability to any third party, even if the library is advised of the possibility of such damages, arising from use of its connection to the Internet.

Misuse of the electronic resources of the library or of Internet access , whether through a library-owned workstation or a personally owned wireless device, shall result in the loss of computer privileges for the customer.

This *Internet Access Policy* will be reviewed by the Board of Library Trustees at least yearly at its regular meeting in March.

The purpose of this *Internet Access Policy* is to insure the best use of and access to the Internet for the greatest number of our customers. This policy is subject to change as necessity dictates.

Web Site Privacy Statement

Our Commitment to Privacy

Protecting your privacy is very important to the Cleveland Heights-University Heights Public Library. This notice explains the steps we have taken and what your choices are in this effort. We make this notice easy to find on our homepage and everywhere we request information from you.

Confidentiality of Library Records

We support the laws of Ohio, which tell us that most library records are confidential and are protected. We will not make any information about you or your use of library services or materials available to anyone or any group except:

If there's a subpoena, search warrant or a court order...

We will provide information to law enforcement personnel if presented with a court order, search warrant or subpoena. If a court order, search warrant or subpoena is issued, before complying, the library will consult legal counsel to assure the document is in proper form.

If it's an emergency situation...

Special circumstances, such as emergencies involving public health/safety, may require an immediate decision. In such cases, the Director, Deputy Director or other designated staff member will be contacted, and legal counsel will be consulted when possible.

If a parent/guardian wants information...

The laws of Ohio require a library to provide information about a minor child to her/his parent, guardian or custodian.

Does the "Patriot Act" Change Things?

Yes, somewhat. The 2001 USA Patriot Act expands federal law enforcement's surveillance, seizure and investigative powers. Within a library, this could mean that a *search warrant* might be used to obtain information. A search warrant can be executed immediately whereas a subpoena allows us a period of time to respond to and possibly contest the court's request.

Should library records be requested under the USA Patriot Act, the law states that in certain circumstances, library staff **cannot** inform the person about whom the information is requested, **cannot** speak to co-workers, the media or other government officials about the inquiry. Such requests, should they occur, may only be reported to the appropriate higher authority within the library.

To What Information Do These Rules Apply?

All information you supply to the library, whether in person in one of our buildings or online, would be covered by these guidelines. This might include items such as:

- Name, address, city, state, zip code and e-mail address;
- Home and/or work phone number;
- Library card number;
- Date of birth, gender;
- Special notes and/or comments, including choice of username and password for account access;
- Preferences to receive or not receive special event notifications;
- Name of school and grade and permission to contact school;
- Records of your library account, including materials you have borrowed or requested and are still outstanding;
- Other communications between you and the library.

We Never Sell Your Information

We do not sell information collected on our Web site to outside parties. We use return e-mail addresses to answer the e-mail we receive and to confirm online program and meeting room registrations. Mailing addresses are used to send program registration confirmation letters and to send literature advertising future library programs. Such addresses are not used for any other purpose and are not sold to outside parties.

Our Commitment to Your Security

We have put in place appropriate physical, electronic, and managerial procedures in an effort to safeguard and secure the information we collect to prevent unauthorized access, to maintain data security and to ensure the correct use of information. We cannot, however, guarantee that information we collect would never be accessed by unauthorized users.

This statement of privacy does not apply to e-mail and other electronic communications that you send and receive outside of this library via the Internet. On the Internet, there is no reasonable expectation of privacy.

Outside Web Sites

The library's Web site includes links to outside sites. Those sites, and any other you may choose to go to, may have different privacy statements and the library's Privacy Statement does not apply. The Cleveland Heights-University Heights Public Library is not responsible for protecting personal information gathered by outside Web sites.

Our Commitment to Children's Privacy

Protecting the privacy of minors is especially important to us. We urge parents to supervise their children's use of the Internet, especially when a child wishes to give out personal information online. Parents may wish to refer to *Child Safety on the Information Highway*, which is produced by the National Center for Missing and Exploited Children, as a further guide. It is available as a link to this *Policy* or by going to www.safekids.com/child_safety.htm. Some PCs in our buildings are filtered and can be identified as such, should parents prefer them.

Let Us Answer Your Questions

Should you have other questions or concerns about these privacy policies, please contact the Director at (216) 932-3600, ext. 240 or send an e-mail to nlevin@heightslibrary.org

Terms of Use Agreement

Welcome to our Web site. By using our site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use this site. The term "Heights Library", "us" or "our" refers to Cleveland Heights-University Heights Public Library, the legal name of the owner of the Web site. The term "you" refers to the user or viewer of our Web Site.

1. Acceptance of Agreement

You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our site (the "Site"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

2. Proprietary Rights

The content, organization, graphics, design, compilation, magnetic translation, digital images, materials, conversion and other matters related to the Site are protected under applicable copyright and trademark laws and we retain all proprietary (including but not limited to intellectual property) rights thereto. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed by Section 3 below, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of our right in such information and materials. Some of the content on the site is the copyrighted work of third parties.

3. Limited License; Permitted Uses

You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Site strictly in accordance with this Agreement, including without limitation Paragraph 4; (b) to use the Site solely for internal, personal, educational, scholarly, and non-commercial purposes; and (c) to print out and download information from the Site solely for internal, personal, educational, scholarly, and non-commercial purposes, provided that you maintain all copyright and other policies contained therein and comply with all copyright and trademark laws. No print out or electronic version of any part of the Site or its contents may be used by you in any litigation or arbitration matter whatsoever under any circumstances, with the exception of arbitration pursuant to Paragraph 25 of the Agreement.

4. Restrictions and Prohibitions on Use

Your license for access and use of the Site and any information, images, materials, works or documents (collectively defined as “Content and Materials”) therein are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for the express limited purpose permitted by Section 3 above), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Content and Materials retrieved from it; (b) use the Site or any materials obtained from the Site to develop, of as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content and Materials from the Site; (d) use any Content and Materials from the Site in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site; (f) make any portion of the Site available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring or discovery software to determine the Site architecture; (h) use any automatic or manual process to harvest information from the Site; (i) use the Site for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Site in a manner that violates any state or federal law, including, without limitation, those laws regulating email, facsimile transmissions or telephone solicitations; and (k) export or re-export the Site or any portion thereof, or any software available on or through the Site, in violation of the export control laws or regulations of the United States.

5. Linking to the Site

You may provide links to the Site from another website, provided that (a) you notify us prior to providing a link to this Site, (b) you do not remove or obscure or harvest, by framing or otherwise, images, advertisements, the copyright notice, or other notices on the Site, (c) your site does not engage in, promote, or link to any sites engaging in illegal or pornographic activities, (d) you discontinue providing links to the Site immediately upon request by us, and (e) you do not link or shortcut to any Content or Materials or any page other than to the Cleveland Heights-University Heights Library Homepage at www.heightslibrary.org.

6. Registration

Certain sections of, or offerings from, the Site may require you to register. If registration is requested, you agree to provide us with accurate, complete registration information. Your registration must be done using your real name and accurate information. Each registration is for your personal use only. We do not permit (a) any other person using the registered sections under your name; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use.

7. Errors, Corrections and Changes

We do not represent or warrant that the Site or its Content and Materials, will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Site will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Site at any time without notice. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.

8. Third Party Content

Third party content may appear on the Site or may be accessible via links from the Site. We are not responsible for and assume no liability for any third party content, including, without limitation, mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on the Site. You understand that the information and opinions in the third party content represent solely the thoughts of the author and is neither endorsed by us nor does it necessarily reflect our belief.

9. Unlawful Activity

Your use of this website is neither private nor secure, and may be monitored to the extent permitted by law. We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information, to the extent permitted by law.

10. Indemnification

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense related to your violation of this Agreement or use of the Site.

11. Nontransferable

Your right to use the Site is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable.

12. Disclaimer

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, VIRUSES, INACCURACIES, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION, CONTENT, MATERIAL, OR SERVICE, EXCEPT AS PROVIDED IN SECTION 13(b). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNATIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS, INFORMATION, CONTENT AND MATERIAL PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT IS DISCLAIMED.

13. Limitation of Liability

- a) We and any Affiliated Party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (1) any errors in or omissions from the Site or any services or products obtainable therefrom, (2) the unavailability or interruption of the Site or any features thereof, (3) your use of the Site, (4) the content contained on the Site, or (5) any delay or failure in performance beyond the control of a Covered Party.
- b) You understand and agree that any downloading or obtaining of Contents, Materials, information or data through the use of this Site is done at your own discretion and risk. You will be solely responsible for any damages to computer systems or loss of data that results from the download of such Contents, Materials, information or data.
- c) THE AGGREGATE LIABILITY OF US AND THE AFFILIATED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE AND/OR THE PRODUCTS, INFORMATION, DOCUMENTS AND SERVICES PROVIDED HEREIN OR HEREBY SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED PARTY.

14. Use of Information

We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy. All remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively, a "Submission") will forever be our property. We will not be required to treat any Submission as confidential, and will not be liable for any ideas (including without limitation, product, service or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future products, services or operations. Without limitation, we will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. We will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

15. Third-Party Services

We may allow access to or advertise certain third-party product or service providers ("Merchants") from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Merchants. You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE.

16. Third-Party Merchant Policies

All rules, policies (including privacy policies) and operating procedures of Merchants will apply to you while on any Merchant sites. We are not responsible for information provided by you to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

17. Privacy Statement

Our Privacy Statement, as it may change from time to time, is a part of this Agreement. You must review this Privacy Statement by clicking on this [link](#).

18. Payments

You represent and warrant that if you are purchasing something from us or from Merchants that

- (i) any credit information you supply is true and complete,
- (ii) charges incurred by you will be honored by your credit card company, and
- (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

19. Links to other Web Sites

The Site contains links to other Web sites. We are not responsible for the content, accuracy or opinions express in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

20. Copyrights and Copyright Agents

We respect the intellectual property of others and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b) A description of the copyrighted work that you claim has been infringed;
- c) A description of where the material that you claim is infringing is located on the Site;
- d) Your address, telephone number, and email address;
- e) 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; and
- f) A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- g) Our Copyright Agent for Notice of claims of copyright infringement on the Site can be reached by directing an e-mail to the Copyright Agent at webmaster@heightslibrary.org

21. Information and Press Releases

The Site contains information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

22. Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the Content and Materials provided therein.

23. Statute of Limitations

Any cause of action by you with respect to the Site (and/or any information, documents, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 12 and Section 13.

24. Miscellaneous

This Agreement shall be treated as though it were executed and performed in Cleveland Heights, Ohio, and shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to conflict of law principles). The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger. If any provision of this agreement is held illegal, invalid or unenforceable for any reason, that provision shall be enforced to the maximum extent permissible, and the other provisions of this Agreement shall remain in full force and effect. If any provision of this Agreement is held illegal, invalid or unenforceable, it shall be replaced, to the extent possible, with a legal, valid, and unenforceable provision that is similar in tenor to the illegal, invalid, or unenforceable provision as is legally possible. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement. The title, headings and captions of this Agreement are provided for convenience only and shall have no effect on the construction of the terms of this agreement.

25. Arbitration

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by us relating to Site operations and/or intellectual property, shall be settled solely by confidential binding arbitration in accordance with the commercial arbitration rules of JAMS (the Resolution Experts) applicable at the time the arbitration commences. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Cleveland Heights, Ohio. Each party shall bear its own attorneys' fees. Each party shall bear one-half of the arbitration fees and costs incurred through JAMS.

Approved by the Board of Trustees,
Cleveland Heights–University Heights Public Library
March 19, 2007