Terms and Conditions for Pennsylvania Association of Court Management (PACM.org)

The following terms and conditions explain and govern all access to and use of this website. Through User's access of PACM.org, User accepts, without limitation or alteration, all of the terms and conditions, stated below.

Trademarks, Logos, Service Marks

The trademarks, logos and service marks appearing on PACM.org are registered and unregistered marks of PACM.org, its affiliates, related subsidiaries and other entities' who have granted PACM.org the permission to use on this website. Users are strictly prohibited from using the marks displayed PACM.org or any other content on PACM.org, except as provided in these Terms and Conditions.

Local associations chartered by PACM.org are granted a nonexclusive, nontransferable, revocable, limited license to reproduce specified marks according to the current rules set forth in PACM.org logo use guidelines.

Copyright

The contents of PACM.org are copyrighted by PACM.org unless otherwise indicated. All rights are reserved by PACM.org and content may not be reproduced, disseminated, published or transferred, in any form or by any means, except with the prior written permission of and with express attribution PACM.org. Copyright infringement is a violation of federal law subject to criminal and civil penalties. To inquire about or request permission for use of content from PACM.org please email judicialservices@pacourts.us.

Accuracy of Information

Content provided on PACM.org is a combination of information produced by PACM.org, as well as information provided to PACM.org by other organizations. While PACM.org takes reasonable steps to determine the accuracy and completeness of the content contained on PACM.org, Pennsylvania Association of Court Management disclaims all warranties as to the accuracy, completeness, adequacy, timeliness and your ability to use such content. You assume sole responsibility for your results when using any content on PACM.org.

While PACM.org may endorse policy, certain Pennsylvania Association of Court Management products, services and the commercial providers of same, Pennsylvania Association of Court Management does not endorse, approve or certify such content, nor does it guarantee the accuracy, completeness, efficacy, timeliness or correct sequencing of such content, especially content controlled and/or created by others that appear on PACM.org.

Use of such information is voluntary and may be subject to the terms and conditions set forth under "Copyright" provisions as stated under these Terms and Conditions, and reliance on it should only be undertaken after

your independent review and decision as to its accuracy, completeness, efficacy, and timeliness. Pennsylvania Association of Court Management shall not be responsible for and assumes no liability for any infringement, mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on PACM.org. Reference herein to any specific commercial product, process or service by trade name, trademark, service mark, manufacturer or otherwise does not constitute or imply endorsement, recommendation or favoring by Pennsylvania Association of Court Management.

Links to Material on Other Websites

PACM.org contains links that allow a user of PACM.org to access third party websites containing information created, published, maintained or otherwise posted by other organizations or individuals not affiliated with and/or controlled by Pennsylvania Association of Court Management. Pennsylvania Association of Court Management does not and cannot endorse, approve, certify, or control these third party websites, and does not guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of information or content in these web pages. Use of any information obtained from such third party websites is voluntary and reliance on it should only be undertaken after your independent review and determination of its accuracy, completeness, efficacy, and timeliness Pennsylvania Association of Court Management shall not be responsible for and assumes no liability for any infringement, mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party websites.

Pennsylvania Association of Court Management shall not be responsible for and assumes no liability for any damages to, or viruses that may infect, the computer equipment or other property of User arising from or related to access to, use of, or browsing in these third party websites or the downloading of any materials, data, text, images, video, or audio from these third party websites by User. Reference in third party websites to any specific commercial product, process or service by trade name, trademark, service mark, manufacturer, or otherwise does not constitute or imply endorsement, recommendations or favoring by Pennsylvania Association of Court Management.

Damage to Equipment/Information

The nature of electronic, Internet technology holds the possibility that, despite efforts to the contrary employed by Pennsylvania Association of Court Management, a User's computer, property and/or personal information may be damaged, infected by a virus, or otherwise adversely affected while using PACM.org. Pennsylvania Association of Court Management shall not be responsible for and assumes no liability for any such damages or losses. Furthermore, Pennsylvania Association of Court Management expects Users to exercise reasonable care and security measures to guard their systems so as not to infect PACM.org by their use.

Postings to Be Lawful

This website contains certain interactive areas, including, but not limited to, discussion boards, an agent-to-agent locator and Pennsylvania Association of Court Management member profiles. Any user accessing any of these interactive features does so for the exclusive purpose and nature of the specific interactive feature used as prescribed by Pennsylvania Association of Court Management on PACM.org—and for no other use or purpose whatsoever. Users of any interactive feature shall not post, publish, upload or distribute any messages, data, information, text, graphics, links or other material postings which is unlawful, unethical, or abusive in any way, including but not limited to any postings that are defamatory, libelous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offense, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law, either intentionally or unintentionally.

Various state and federal laws prohibit the exchange of information among competitors regarding matters pertaining to price, refusals to deal, market division, tying relationships and other topics that might infringe upon antitrust regulations or other commercial laws. No such exchange or discussion will be tolerated. Pennsylvania Association of Court Management fully cooperates with any law enforcement authorities or court order requesting or directing Pennsylvania Association of Court Management to disclose the identity of anyone posting any such information or materials.

Pennsylvania Association of Court Management may delete your posting at any time for any reason without permission from you and may, at its choosing, advise that you are restricted or barred from access to and use of these functions and/or PACM.org.

No Monitoring of Postings

Pennsylvania Association of Court Management has no obligation nor does it intend to edit, monitor or screen postings and is not responsible for the content in such postings or any content linked to or from such postings. Notwithstanding the foregoing Pennsylvania Association of Court Management reserves the right to examine from time to time, some, all, or no interactive areas for adherence to the Terms and Conditions and to remove any materials that may be objectionable or violate the Terms and Conditions.

Linking to This Website

You may provide links to any publicly available page on PACM.org, provided (1) you do not remove or obscure, by framing or otherwise, any portion of the web page, including its advertisements, the Terms and Conditions, the

copyright notice, the Privacy Policy or other notices on PACM.org, (2) the website you are linking from does not engage in, promote, display or condone unlawful activity, illegal material, sexually explicit, obscene or pornographic activities or materials, hateful, defamatory, harassing or discriminatory activities, graphic violence or illegal drugs; engage in illegal business activities; or make false, misleading, derogatory and otherwise defamatory statements about Pennsylvania Association of Court Management, (3) you discontinue providing links to PACM.org if requested by Pennsylvania Association of Court Management.

No Legal Advice

Content does not constitute and is not intended to constitute expert professional advice (legal, accounting or otherwise) or to create an attorneyclient or other expert professional-client relationship. Content does not replace the need for any User to review, evaluate and finally determine their proper use of information secured from/through PACM.org, independently and/or with the services of their own attorney, accountant or other expert that would or could know the User's particular circumstances and specifically related laws for same.

Indemnification

You agree to indemnify, defend and hold harmless Pennsylvania Association of Court Management, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to PACM.org from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms and Conditions by you.

Third Party Rights

The provisions of the paragraphs labeled Disclaimer, Limitation of Liability, and Indemnification are for the benefit of Pennsylvania Association of Court Management and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to PACM.org. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

Unlawful Activity

Pennsylvania Association of Court Management reserves the right to investigate complaints or reported violations of our Terms and Conditions 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, including, but not limited to, User profiles and posted materials.

Remedies for Violations

Pennsylvania Association of Court Management reserves the right to seek all remedies available at law and in equity for violations of these Terms and

Conditions, including but not limited to the right to block access from a particular Internet address to PACM.org and any other Pennsylvania Association of Court Management websites and their features. Governing Law controls and operates PACM.org in the United States. We make no representation that materials at PACM.org are appropriate outside of the United States. Access to PACM.org from territories where such use is illegal is strictly prohibited. Those who choose to access PACM.org from outside the United States do so on their own initiative and are responsible for compliance with applicable local laws. Materials may not be used or exported in violation of U.S. export laws and regulations. Any claim relating to the United States and the Commonwealth of Pennsylvania and User consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there.

Privacy Policy

Your use of PACM.org is subject to Pennsylvania Association of Court Management Privacy Policy.

Severability of Provisions

These Terms and Conditions incorporate by reference any notices contained on PACM.org, the Privacy Policy, the Login FAQs and Assistance, and constitute the entire agreement with respect to access to and use of PACM.org. If any provision of this Agreement is found to be unenforceable, the enforceability of the other provisions shall not be affected and the invalid provision shall be replaced by a provision, which being valid, comes closest to the intention underlying the invalid provision.

Modifications to Terms and Conditions Pennsylvania Association of Court Management reserves the right to change these Terms and Conditions at any time. Updated versions of the Terms and Conditions will appear on PACM.org and are effective immediately. Users are responsible for regularly reviewing the Terms and Conditions. Continued use of PACM.org after any such changes constitutes your consent to such changes.

DISCLAIMER

PACM.ORG AND THE CONTENT ARE PROVIDED ON AN "AS-IS, AS-AVAILABLE" BASIS. PENNSYLVANIA ASSOCIATION OF COURT MANAGEMENT EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PENNSYLVANIA ASSOCIATION OF COURT MANAGEMENT DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (1) ANY ERRORS IN OR OMISSIONS FROM PACM.ORG AND THE CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (2) ANY THIRD PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN PACM.ORG, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (3) THE UNAVAILABILITY OF PACM.ORG, THE CONTENT, OR ANY PORTION THEREOF, (4) YOUR USE OF PACM.ORG OR THE CONTENT, OR (5) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH PACM.ORG OR THE CONTENT.

LIMITATION OF LIABILITY

PACM.ORG SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF PACM.ORG, THE CONTENT, THE INTERACTIVE AREAS OF PACM.ORG OR ANY FACTS OR OPINIONS APPEARING ON OR THROUGH AN INTERACTIVE AREA. PENNSYLVANIA ASSOCIATION OF COURT MANAGEMENT, SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE PACM.ORG OR THE CONTENT. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, PENNSYLVANIA ASSOCIATION OF COURT MANAGEMENT'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL BE LIMITED TO \$100.00.