

Disclaimer

CONDITIONAL USE

The Clearfield County District Attorney's website ("Website") is offered to you, conditioned on your acceptance of the terms, conditions, notices, and policies contained herein, without modification. The terms and conditions in this document (Terms & Conditions), together with the Privacy Policy (Privacy Policy) and Security Policy (Security Policy) are intended to establish a binding agreement that governs your use of the Website. You must read, agree with and accept the Terms & Conditions, Privacy Policy, and Security Policy in order to use this Website.

OWNERSHIP

The Clearfield County District Attorney web site "www.ClearfieldDA.org" (Website) is owned by District Attorney William A. Shaw, Jr. (District Attorney), and is provided as a public service to the citizens of Clearfield County. All copyrighted material must remain intact and unmodified. It is a violation of Pennsylvania's copyright laws to modify or use the material on this Website for any purpose not granted by the District Attorney.

I. Terms & Conditions

ACCEPTANCE OF TERMS AND CONDITIONS

By using this Website, you agree to be bound by these Terms & Conditions. You further agree that your agreement to these Terms & Conditions, although provided electronically, shall have the same legal effect as if personally signed by you. To the extent permitted by law, the agreement formed by these Terms & Conditions is intended to supersede any provisions of applicable law, which might otherwise limit its enforceability or the fact that it was entered into electronically.

NOTICE

The content of these pages is informational only and no action should be taken in reliance on the information posted on this Website. These web pages are intended to provide general information and that information is not guaranteed to be correct, complete, or up to date. The information on this Website is not presented as a source of legal advice. If you need legal advice upon which you intend to rely in the course of your legal affairs, you should consult a competent, independent attorney on your behalf.

DISCLAIMER OF LIABILITY

UNDER NO CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE DISTRICT ATTORNEY, OR ANY EMPLOYEE OF THE DISTRICT ATTORNEY, BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL REGARDLESS OF CAUSE RESULTING FROM THE USE OF OR INABILITY TO ACCESS THIS WEB SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURIES, INCLUDING BUT NOT LIMITED TO THOSE CAUSED BY ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, OR DATA DESTRUCTION, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

DISCLAIMER OF WARRANTIES

The information on this WEB SITE is provided "AS IS" and without warranties of any kind express or implied. To the fullest extent permissible, the District Attorney disclaims all warranties, expressed or implied, including but not limited to, implied warranties of merchantability, and fitness for a particular purpose. The District Attorney does not warrant that this WEB SITE will be uninterrupted or error-free, that defects will be corrected, or that this WEB SITE is free of viruses or other harmful components.

EXCEPTIONS TO DISCLAIMERS

Applicable State laws in your jurisdiction may not allow limitations on implied warranties or the exclusion or limitation of certain damages. Under no circumstance shall the District Attorney's total liability to

you for all damages, losses, and causes of action exceed the amount paid by you, if any, to access this WEB SITE.

LINKS TO THIRD PARTIES

This Website may provide links to other websites on the internet as a convenience to visitors. The District Attorney has no control over the content posted at those linked sites, all of which may have separate terms of use and privacy policies. Nor does the District Attorney make any representations about the accuracy or contents of any material available thereon. Links to the third party sites are not intended to and do not imply affiliation with or sponsorship or endorsement of these third parties. Once you link to another website, you are subject to the privacy policy of that site and assume sole responsibility for the use of that site.

LINKS FROM THIRD PARTIES

The District Attorney has not reviewed all the third party sites linked to or framing this Website and is not responsible for the contents of any pages contained on such third party sites. By entering this Website you acknowledge and agree that the District Attorney has not reviewed all the third party sites linked to or framing this Website and is not responsible for the content of any pages of such third party sites. The District Attorney makes no representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you may have or might be requested to give to any third party, and you hereby irrevocably waive any claim against the District Attorney with respect to such third party sites and their content. Your linking to any other pages connected to other sites is at your own risk.

DISTRICT ATTORNEY MATERIAL

All original material ("Material") contained on this Website, is the property of the District Attorney and is protected by copyright and trademark laws. All rights are reserved. You are hereby granted a limited non-exclusive, revocable license to use the Material, but only while accessing this Website. You are also granted a limited, non-exclusive, revocable license to electronically copy and/or print hard copies of the site, but only for your personal non-commercial use.

Except as expressly provided above, the Website Material may NOT be modified, copied, reproduced, published, displayed, posted, transmitted or distributed in any way or used for commercial purposes without the express written authorization of the District Attorney.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the District Attorney, and the District Attorney's Office, at your own expense, from and against any liability, fees including attorneys' fees and/or costs arising out of or relating to any breach or violation of these "Terms & Conditions" by you. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to these "Terms & Conditions" or the ownership, operation, maintenance of, or products and services offered by, this Website shall be resolved exclusively in the appropriate state or federal court for Clearfield County, Pennsylvania where subject matter jurisdiction is proper. All such disputes shall be governed by and construed in accordance with Pennsylvania law.

MODIFICATION

You agree that the District Attorney may modify these "Terms & Conditions" without notice to you, and that your right to access this Website is conditioned upon your compliance with the most current version of these Terms & Conditions.

ENTIRE AGREEMENT

These "Terms & Conditions" together with the "Privacy Policy" and "Security Policy", constitute the entire agreement between you and the District Attorney relating to your access to and use of this Website and supersede any prior or contemporaneous representations or agreements. These "Terms & Conditions" shall govern the legal rights and obligations established by this Agreement. Any rights, not otherwise expressly granted by these "Terms & Conditions", are reserved by the District Attorney. This Agreement may not be modified, either expressly or by implication. If any provision of these "Terms & Conditions" is deemed invalid or for some reason unenforceable, then that provision shall be deemed severable from these "Terms & Conditions" and shall not in any way affect the validity or enforceability of the remainder of these

"Terms & Conditions" not deemed invalid or unenforceable.

II. Privacy Policy

The Clearfield County District Attorney recognizes public concern for privacy. This privacy policy (Privacy Policy) establishes how the information gathered about you from your visit to the Clearfield County District Attorney Website "www.ClearfieldDA.org" (Website) will be used.

This Privacy Policy describes how the information may be collected and used depending on your activities at this Website:

INFORMATION COLLECTED

The information collected and stored from this Website depends on what you do when you visit this Website. Information captured or downloaded when you visit this Website may be used for statistical purposes. For example, this Website may count the number of visitors to the different sections of the Website to help make them more useful. The information collected may include such items as the name and domain of the host from which you access the Internet, the Internet Protocol (IP) address of the computer you are using or your browser software and operating system. This information does not identify you personally.

E-MAIL

By sending the District Attorney an electronic mail message, you may be sending personal information (i.e., your name, address, e-mail address, etc.). This information may be stored in order to respond to the request or otherwise resolve the subject matter of your e-mail. You should know that e-mail is not necessarily secure against interception and may be subject to the disclosure requirements of the Public Records Act or other legal disclosure requirements.

CRIMESTOPPERS

By sending a Crimestoppers e-mail you may elect to remain anonymous, or you may elect to disclose your identity to assist law enforcement in the investigation of crime. If you elect to remain anonymous, your election shall be honored and no action is taken to learn your identity.

THIRD PARTY PRIVACY STATEMENTS

This Privacy Policy describes the information gathering practices and procedures of the District Attorney's Website only. This Website may be linked to other websites on the internet to provide a comprehensive information resource to the citizens of Clearfield County. When visiting such a website, you will be subject to the privacy policy of such other website.

COOKIES

This Website does not use "cookies". A "cookie" is a small text file that a website can place on your computer's hard drive to collect information about your activities on the site during your visit to the site. The "cookie" transmits this information back to the website's computer, which, generally speaking, is the only computer that can read it. Most users do not know that "cookies" are being placed on their computers. If you want to know when this happens or to prevent it from happening, you can set your browser to warn you when a website attempts to place a "cookie" on your computer. This Privacy Policy covers the use of "cookies" by the District Attorney's Website only and does not cover the use of "cookies" by any third party sites linked to this Website

ACCEPTANCE OF PRIVACY POLICY

In order to use this Website, you must accept the terms of this Privacy Policy. By accepting this Privacy Policy, you expressly consent to the use and disclosure of your personal information in the manner described herein.

III. Security Policy

The Clearfield County District Attorney recognizes concerns for the security of the Clearfield County District Attorney website "www.ClearfieldDA.org" (Website). The District Attorney, as owner, developer, and manager of this Website has taken steps to safeguard the integrity of this Website and prevent unauthorized access to information that is maintained on this Website. These measures are designed and intended to prevent theft of data, corruption of data, block unknown or unauthorized access to data and information, and ensure the integrity of information that is transmitted between users of this Website, and to provide reasonable protection of private information that is contained on this Website.

For security purposes, the District Attorney uses special software for monitoring and auditing access to this Website to identify unauthorized attempts to access, upload, download, change information, or otherwise cause damage to this Website. The District Attorney also uses industry-standard software to control access to specific portions of this Website and to protect data that is transmitted electronically between users of this Website. This software is used to help identify someone attempting to tamper with this Website.

WARNING

If security monitoring reveals possible evidence of criminal activity, information pertaining to such activity may be provided to law enforcement officials. Unauthorized attempts to upload, download, access, alter, destroy any information on this Website is prohibited and subject to criminal and civil penalties.