PolicyArchive.org

TERMS AND CONDITIONS OF USE

Last Updated: [May 27, 2008]

PolicyArchive.org (the "PolicyArchive Website") provides a searchable, open access, online archive of public policy research extending across a broad range of subject areas. The PolicyArchive Website is administered and hosted by the Center for Governmental Studies (CGS) in partnership with the Indiana University-Purdue University at Indianapolis (IUPUI) University Library.

1. Your Acceptance

The submission of information to, and use of, the information services (collectively, the "Service") available through the PolicyArchive Website is subject to the following terms and conditions (the "Terms and Conditions") and PolicyArchive's privacy notice, found at [https://www.policyarchive.org/privacy](https://www.policyarchive.org/privacy) (the "Privacy Policy"), which is hereby incorporated by reference in its entirety. BY SUBMITTING INFORMATION to, or accessing information from, the PolicyArchive Website, YOU AGREE TO THESE TERMS AND CONDITIONS including THE PRIVACY POLICY. These Terms and Conditions constitute a legal agreement between you and The Center for Governmental Studies ("CGS") and Indiana University Board of Trustees ("IU") (collectively and individually referred to herein as "PolicyArchive"). Please read this Agreement carefully. If you do not agree to these Terms and Conditions do not submit information to, or access information from, the Service. All questions concerning this Agreement should be directed to:

Policy Archive
10951 West Pico Blvd., Suite 120
Los Angeles, CA 90064
Attn: Project Manager
Email: policyarchive@cgs.org

These Terms and Conditions apply to all users of the PolicyArchive Website, including users who are also contributors of content to the PolicyArchive Website.

2. Modification

PolicyArchive may, in its sole discretion, modify or revise these Terms and Conditions at any time. The latest version of the terms and conditions is available on the PolicyArchive Website and any modification shall be effective upon posting of the modification on the PolicyArchive Website. You should periodically review the most up-to-date version. Your use of the PolicyArchive Website following any modifications or revisions of these Terms and Conditions will signify your assent to and acceptance of the modified or revised terms and conditions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

3. Termination of Access

PolicyArchive reserves the right, in its sole discretion, to refuse service to any user and terminate any user registration, whether a visitor, member, individual, organization, or firm, and/or their affiliates and agents, that does not abide by these Terms and Conditions or abuses the Services provided by the PolicyArchive Website.

PolicyArchive further reserves the right to decide, in its sole and absolute discretion, whether any content is appropriate for publishing and distribution via the PolicyArchive Website, and complies with these Terms and Conditions.

4. The PolicyArchive Website
The Services include, but are not limited to, all information, software, and services offered via the PolicyArchive Website. As between You and PolicyArchive, PolicyArchive retains all worldwide rights title and interest in the PolicyArchive Website, including all related patent rights, copyrights, trademarks, service marks, trade secrets and know-how related thereto, all underlying technology and data (and any enhancements and improvements thereto), and all other intellectual property and industrial rights throughout the world. You are not permitted, and you agree not to permit others, to: reverse engineer, decompile, disassemble, merge, copy, use, disclose, distribute, sell or transfer any part of the PolicyArchive Website, or delete or alter author attributes, copyright, trademark, or patent notices, except as expressly permitted under these Terms and Conditions.

5. **Links to Third Party Websites**

The PolicyArchive Website may contain links to third party websites that are not owned or controlled by PolicyArchive. PolicyArchive assumes no responsibility for, the content, privacy policies, or practices of any third party website. In addition, PolicyArchive will not and cannot censor or edit the content of any third-party website. This includes links from advertisers, sponsors, and content partners that may use PolicyArchive's logo(s) as part of a co-branding relationship. Inclusion of any linked website on the PolicyArchive Website or Services does not imply approval or endorsement of the linked website by PolicyArchive. PolicyArchive is not responsible for examining or evaluating, and does not warrant the offerings of, any businesses or individuals or the content of such third party websites. When you access these third-party websites, you do so at your own risk. By using the PolicyArchive Website, you expressly relieve CGS and IU, and their respective affiliates (including IUPUI University Library), officers, directors, employees, and agents thereof, from any and all liability arising from your use of any third-party website, including but not limited to all liability for any viruses, worms, Trojan horses, defects, or other malfunctions caused by, resulting from, existing within, or in connection with such third party sites.

6. **User Registration/Membership**

In order to access some of the features of the PolicyArchive Website, you will have to become a registered user. When registering, you are required to provide accurate and complete information. Your user registration cannot be assigned, sublicensed, distributed, shared, viewed, accessed, or otherwise transferred to anyone without the express written permission of PolicyArchive. The PolicyArchive Website is solely for your own personal, non-commercial use. You agree not to allow others to use your logon information and password to access the PolicyArchive Website.

PolicyArchive requires that each registered user maintain a valid email address and a password. You are solely responsible for the activity that occurs under your user registration and must keep your logon information secure. You must notify PolicyArchive immediately of any breach of security or unauthorized use of your user registration.

Upon registration, which is free, you become a Basic Member. A Basic Member may search the PolicyArchive repository, and will receive a subset of results matching designated search parameters. A Basic Member may also upload documents and information to the PolicyArchive Website for inclusion in the PolicyArchive Website collection. PolicyArchive, at its sole discretion, may offer other types of membership subscriptions in the future (some of which may be fee based) and may at any time expand or retract the scope of the features it offers members or users of the PolicyArchive Website.

PolicyArchive will utilize email as a primary communication channel with you. As a registered user, you hereby acknowledge and grant PolicyArchive the permission to communicate with you via email (as well as other communication channels such as phone and fax) for any purpose.

7. **Eligibility/Ability to Accept Terms of Service**

Use of the PolicyArchive Website and membership to the Service is void where prohibited. By using the PolicyArchive Service, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are
either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions; and (d) your use of the PolicyArchive Website does not violate any applicable law or regulation.

If PolicyArchive believes that you have violated any of the foregoing representations your access and/or membership may be terminated without warning.

8. General Use of the Website—Permissions and Restrictions

PolicyArchive hereby grants you permission to access and use the PolicyArchive Website as set forth in these Terms and Conditions, provided that:

A. You agree not to use the PolicyArchive Website for any commercial use without PolicyArchive’s prior written authorization.

B. To the extent that you download and use software contained on the PolicyArchive Website to upload documents for inclusion in the PolicyArchive Website, you agree as part of your use of the upload software to receive automatic downloads and installations of updates from time to time from PolicyArchive. These updates may improve, enhance and further develop the upload software and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. Any such software may be subject to further terms and conditions of use agreed at the time of installation.

C. You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that accesses the PolicyArchive Website in a manner that sends more request messages to the PolicyArchive Website servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, PolicyArchive grants the operators of public search engines permission to use spiders to copy (at their own risk) materials from the website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. PolicyArchive reserves the right to revoke these exceptions either generally or in specific cases.

D. In your use of the PolicyArchive Website, you will comply with these Terms and Conditions and all applicable local, national, and international laws and regulations.

E. PolicyArchive reserves the right to discontinue any aspect or feature of the PolicyArchive Website at any time.

9. Your Use of Content on the Website

In addition to the foregoing general restrictions, the following restrictions and conditions apply specifically to your use of content on the PolicyArchive Website.

A. You agree that the content shall not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of the content owner.

B. PolicyArchive does not ensure the accuracy of, endorse or recommend any content available through the PolicyArchive Website.

C. You agree not to circumvent, disable or otherwise interfere with security-related features of the PolicyArchive Website or features that prevent or restrict use or copying of any content or enforce limitations on use of the PolicyArchive Website or the content therein.
D. PolicyArchive may delete any content that in the sole judgment of PolicyArchive violates this Agreement or which may be offensive, illegal or violate the rights, harm, or threaten the safety of any person.

10. User Submissions

You, as a registered user or member, may submit documents and other information for inclusion in the PolicyArchive Website collection or database ("User Submissions"). Such User Submissions are subject to the following:

A. PolicyArchive does not guarantee any confidentiality with respect any User Submissions regardless of whether such submissions are displayed or published on the PolicyArchive Website.

B. You are solely responsible for your User Submissions and the consequences of uploading or otherwise submitting them to PolicyArchive, including responsibility for their publication and use on the PolicyArchive Website.

C. In connection with User Submissions, you agree, affirm, represent and warrant that:

1. you own or have the necessary licenses, rights, consents, and permissions to use and authorize PolicyArchive (including CGS and IU individually and independently) to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions in the manner contemplated by the PolicyArchive Website and these Terms and Conditions;
2. all research documents submitted by you, and the matters described therein, will be complete and accurate.
3. the display or publication of your User Submission on or through the PolicyArchive Website or Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity;
4. you are responsible for all royalties, fees, and any other monies owing any person or entity that are incurred as a result of displaying or publishing your User Submission on the PolicyArchive Website; and
5. you agree that you will not, in connection with User Submissions, submit material that violates or is contrary to applicable local, national, and international laws and regulations.

D. You retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to PolicyArchive, you hereby grant:

1. PolicyArchive (including CGS and IU individually and independently) a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicenseable and transferable license to include the User Submission or any part thereof in a data storage and retrieval system, and to use, reproduce, search, access, download, copy, distribute, prepare derivative works of, display, and perform the User Submissions or any part thereof in connection with the PolicyArchive Website and PolicyArchive’s (and its successors’ and affiliates’) business, including without limitation for promoting and redistributing part or all of the PolicyArchive Website (and derivative works thereof) in any media format(s) and through any media channels;
Your License to PolicyArchive, includes without limitation, the right to prepare abstracts, descriptions and indexing schemes of and for the user submission;

PolicyArchive has the sole authority to choose the manner in which any User Submission will be received, searched, indexed, displayed, accessed, downloaded, copied, and otherwise used on the PolicyArchive Website;

PolicyArchive has the right, at its discretion, to add digital watermarks or other identifying features to your User Submissions for purposes of identifying origin, providing attribution, utilizing security features, and other purposes; and

PolicyArchive the right to make and keep copies of your User Submissions indefinitely for purposes of security, back-up, and/or preservation.

E. PolicyArchive will, at its sole discretion, remove all content including User Submissions if properly notified that such content infringes on another’s intellectual property rights.

F. You acknowledge that PolicyArchive may, in its sole discretion but without any obligation to, search for content including user submissions that it believes is in violation of any provision of this Agreement. In addition, you acknowledge PolicyArchive may require additional evidence of compliance with this provision from users who are alleged to have submitted documents or other information in violation of this Agreement.

G. PolicyArchive reserves the right to remove all or any part of a User Submission or refuse Services to anyone at any time in its sole discretion.

H. PolicyArchive accepts no responsibility for checking the accuracy of information or User Submissions.

I. While PolicyArchive may take reasonable efforts for data backup, you will be solely responsible for retaining back-up copies of your User Submissions.

**11. Copyright Policy and Digital Millennium Copyright Act**

You may not upload, modify, distribute, or reproduce in any way any copyrighted material, trademark, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of PolicyArchive to terminate membership privileges of any member who infringes the rights of others upon receipt of prompt notification to PolicyArchive by the copyright owner or the copyright owner's legal agent.

If you are a copyright owner or an agent thereof and believe that content on the PolicyArchive Website infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
(iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

PolicyArchive’s Copyright Agent to receive notifications of claimed infringement is:

Romulo A. Rivera  
Policy Archive  
10951 West Pico Blvd., Suite 120  
Los Angeles, CA 90064  
email: policyarchive@cgs.org  
fax: 310-475-3752.

Only DMCA notices should be addressed to the Copyright Agent. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

If you believe that PolicyArchive has removed content that you uploaded to the Website with the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, you may send a counter-notice containing the following information to the Copyright Agent:

(i) Your physical or electronic signature;
(ii) Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
(iii) A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
(iv) Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Los Angeles, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, PolicyArchive may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at PolicyArchive's sole discretion.

12. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE POLICYARCHIVE WEBSITE SHALL BE AT YOUR SOLE RISK AND EXPENSE. TO THE FULLEST EXTENT PERMITTED BY LAW, POLICYARCHIVE (INCLUDING CGS AND IU), ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. POLICYARCHIVE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEBSITE’S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE POLICYARCHIVE WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY:
(I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,

(II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE POLICYARCHIVE WEBSITE,

(III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,

(IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE POLICYARCHIVE WEBSITE,

(V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE POLICYARCHIVE WEBSITE BY ANY THIRD PARTY,

(VI) 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 POLICYARCHIVE WEBSITE, AND/OR

(VII) THE ACCURACY, COMPLETENESS, OR THOROUGHNESS OF ANY SEARCH RESULT PROVIDED TO YOU BY THE POLICYARCHIVE SERVICE.

POLICYARCHIVE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE POLICYARCHIVE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND POLICYARCHIVE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

POLICYARCHIVE IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE POLICYARCHIVE WEBSITE OR SERVICES.

THE POLICYARCHIVE WEBSITE AND SERVICES AND ALL CONTENT THEREON IS SUBJECT TO CHANGE AND IS PROVIDED TO YOU “AS IS,” “WHERE-IS,” “AS AVAILABLE,” AND WITH “ALL FAULTS,” AND WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, OR ACCURACY, RELIABILITY AND TIMELINESS.

POLICYARCHIVE DOES NOT WARRANT THAT THE FUNCTIONAL ASPECTS OF THE WEBSITE WILL BE ERROR FREE OR THAT THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUS OR OTHER POSSIBLY HARMFUL ELEMENTS.

13. Limitation of Liability

IN NO EVENT SHALL POLICYARCHIVE (INCLUDING CGS AND IU), ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LOST PROFIT, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM YOUR USE OF THE POLICYARCHIVE WEBSITE OR SERVICES INCLUDING, BUT WITHOUT LIMITATION, ANY:

(I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
(II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE POLICYARCHIVE WEBSITE,

(III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,

(IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE POLICYARCHIVE WEBSITE,

(V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY,

(VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE POLICYARCHIVE WEBSITE, AND/OR

(VII) THE ACCURACY, COMPLETENESS, OR THOROUGHNESS OF ANY SEARCH RESULT PROVIDED TO YOU BY THE POLICYARCHIVE SERVICE.

WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, POLICYARCHIVE’S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIME BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO POLICYARCHIVE FOR THE POLICYARCHIVE SERVICES.

The Website is controlled and offered by PolicyArchive from its facilities in the United States of America. PolicyArchive makes no representations that the PolicyArchive Website is appropriate or available for use in other locations. Those who access or use the PolicyArchive Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

14. U.S. Export Controls

Software available in connection with PolicyArchive Services (the "software") may be subject to United States export controls. No Software may be downloaded from the PolicyArchive Website or otherwise exported or re-exported in violation of U.S. export laws. Downloading our using the Software is at your sole risk.

15. Indemnity

You agree to defend, indemnify and hold harmless PolicyArchive (including CGS and IU) and its affiliates, and their respective officers, partners, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) made by any third party due to or arising out of: (i) your use of and access to the PolicyArchive Website; (ii) your violation of any term of these Terms and Conditions and/or any breach of your representations and warranties set forth herein; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions to the PolicyArchive Website caused damage to a third party. This defense and indemnification obligation will survive these Terms and Conditions and your use of the PolicyArchive Website.
16. Assignment

These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by PolicyArchive without restriction.

17. Arbitration

Either PolicyArchive or You may demand that any dispute between PolicyArchive and You about or involving the PolicyArchive Website and/or Services must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Los Angeles California, USA, provided that the foregoing shall not prevent PolicyArchive from seeking injunctive relief in a court of competent jurisdiction.

18. Jurisdiction

You agree that: (i) the PolicyArchive Website shall be deemed solely based in California; and (ii) the PolicyArchive Website shall be deemed a passive website that does not give rise to personal jurisdiction over PolicyArchive, either specific or general, in jurisdictions other than California. Any claim or dispute between you and PolicyArchive that arises in whole or in part from the PolicyArchive Website shall be decided exclusively by a court of competent jurisdiction located in Los Angeles County, California. Accordingly, you hereby consent to the exclusive jurisdiction and venue of the State and Federal courts of Los Angeles County, California for the adjudication of any disputes or claims arising out of and/or related to this Agreement.

19. Governing Law

These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles.

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

20. Notices

All notices to PolicyArchive must be in writing and must be sent registered mail, certified mail, or overnight mail with a return receipt requested to the Project Manager at PolicyArchive.

21. Disputes Between Users

You are solely responsible for your interactions with other PolicyArchive members or users. PolicyArchive shall have no obligation to (i) resolve disputes among users of the Service; or (ii) monitor or verify the accuracy or proper use of documents or information submitted to or otherwise made available on the PolicyArchive Website. PolicyArchive reserves the right, but has no obligation, to monitor disputes between you and other members and/or users.

22. Entire Agreement

These Terms and Conditions, together with the Privacy Notice at https://www.policyarchive.org/privacy and any other legal notices published by PolicyArchive on the PolicyArchive Website, shall constitute the entire agreement between you and PolicyArchive concerning the PolicyArchive Website and supersede all previous agreements and understanding, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement. The section titles in this Agreement are for convenience only and have no legal or contractual effect.
The failure of PolicyArchive to exercise or enforce any term, right or provision of this Agreement shall not operate or be deemed as a waiver of such term, right or provision or any other term, right or provision in this Agreement.

If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.