

TERMS OF USE

Introduction:

The following Terms of Use apply to all visitors, users, and content providers of the LAPCAT website. By visiting or providing content to the LAPCAT website or utilizing any of its services, you acknowledge that you have read and consent to LAPCAT's Terms of Use, Privacy Policy, and User Guidelines. Further, LAPCAT reserves the right to modify its policies at any time and you consent to be bound by such modifications.

To accept these terms of service, you must be more than eighteen years of age or be over the age of thirteen and have the consent of your parent or legal guardian. You must also be competent to understand and comply with these Terms of Service. In any case, if you are under thirteen years of age, then please do not use the LAPCAT website.

1. In order to submit content or access select portions of LAPCAT, you may be required to create an account and log in using a username. You may also be required to provide the bar code number associated with your La Porte County Public Library card as well as an email address by which you may be contacted. The information you provide in creating an account must be accurate.

Each user is limited to one account at a time. You may not use another user's account. To protect your user privileges, you should keep your own account information secure as you are responsible for any action taken using your account. Notify LAPCAT staff immediately if you suspect any unauthorized use of your account.

2. LAPCAT's content is intended only for your personal, non-commercial use. The right to such use may be revoked at any time, without notice. You may not modify, download, display, transmit, reproduce, or distribute any written or other materials contained on the LAPCAT website or use the website for any commercial purpose without the explicit permission of LAPCAT staff.

3. The LAPCAT site contains various interactive features. These features may not be used for any commercial purpose, including but not limited to advertisement of or solicitation for goods or services. "Spamming" and transmitting junk email by use of these features are likewise prohibited. Users are also obligated to follow the LAPCAT User Guidelines, which can be found at [\(link\)](#), when using any interactive function of this site.

4. Users are forbidden from uploading any files containing viruses or similar harmful programs. Likewise, the use of "bots", "crawlers," "robots," or any other data mining device is prohibited, as is the use of any type of automated script. You may not alter or modify any part of LAPCAT or its interactive features except as expressly permitted. You may not disable or circumvent any security measures or devices.

5. Do not share or transmit the private personal information of any third party, including but not limited to his/her email address, phone number, mailing address, social

security card number, or credit card number. You may not engage in “hacking” or otherwise attempting to obtain personal or site information not purposefully made available.

6. The LAPCAT site will contain submissions and content from various users. This site is not responsible for the accuracy or authorship rights relating to such submissions. The existence of such content does not indicate LAPCAT or La Porte County Public Library’s endorsement of such content or the images/opinions contained therein.

The functionality of LAPCAT also includes the ability to link to text, videos, and other content from third-party sites. The existence of a link to such a third-party site does not indicate LAPCAT or La Porte County Public Library’s endorsement of such site or the images/opinions contained therein. Prior to linking to a third-party site, you should review that site’s terms of agreement and, in particular, policies pertaining to ownership and privacy rights.

By accessing any portion of LAPCAT, you agree to waive any legal and or equitable rights and remedies related to the content contained therein.

7. You are solely responsible for your own submitted content. By posting such content, you represent that you own or have the necessary rights to use and authorize LAPCAT to use such content. You may not submit content in a manner that violates a third-party’s proprietary rights. With respect to submitted content, whether published or unpublished, LAPCAT makes no guarantee of confidentiality.

You retain ownership/authorship rights over any materials you create and publish on LAPCAT. However, by posting, publishing, or uploading such materials to LAPCAT, you grant LAPCAT, La Porte County Public Library, and any affiliated entities permission to use your materials in connection with their corporate purposes. This includes non-exclusive rights to copy, republish, publicly display, edit, and distribute your content with no compensation to you unless otherwise specified. These irrevocable rights remain with LAPCAT even after the removal of such content, as LAPCAT may retain archived or server copies of even deleted submissions.

8. LAPCAT may, based on either user “flagging” or its own discretion, remove any user-created content which in its judgment violates the site’s Terms of Use, Privacy Policy, or User Guidelines or which might be obscene, illegal, or violate the rights of others. Content may also be removed for being off-topic. Such removal may be done without warning or explanation.

9. Where applicable, provisions of the Digital Millennium Copyright Act should be followed. If you believe content contained on LAPCAT infringes your personal copyright, please contact us at the address below and we will investigate the matter. Pursuant to the Digital Millennium Copyright Act, you must submit to LAPCAT’s designated agent the following information:

- (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 the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (v) A statement that the complaining party has 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.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

17 U.S.C. § 512(c)(3). LAPCAT's designated agent is Judy Hamilton, reachable at:

DMCA Complaints
LAPCAT
La Porte County Public Library
904 Indiana Avenue, La Porte, IN 46350
email: lapcat@lapcat.org.

LAPCAT shall not be liable to any person for any claim based on the good faith removal of any material believed to be infringing regardless of whether it is ultimately determined to be infringing. 17 U.S.C. § 512(g)(1). Please note that any person who knowingly materially misrepresents that material is infringing may be subject to liability.

If content is removed under this provision which you believe was not, in fact, infringing, you must submit to LAPCAT's designated agent a counter notice containing the following facts:

- (A) A physical or electronic signature of the subscriber.
- (B) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- (C) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- (D) The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

17 U.S.C. § 512(f)(2). Please note that any person who knowingly and materially misrepresents that material was wrongfully removed may be subject to liability.

10. You may not engage in any unlawful use or any use otherwise prohibited by these terms of service, the LAPCAT Privacy Policy, or the LAPCAT User Guidelines. By accessing this website, you agree to adhere to any and all applicable local, national, and international laws.

11. Violation of LAPCAT's Terms of Use, Privacy Policy, or User Guidelines may result in termination of your account. In particular, pursuant to the Digital Millennium Copyright Act, LAPCAT will terminate the accounts of those deemed to be "Repeat Infringers." Decisions as to account termination lie within LAPCAT's sole discretion. In the event a user's account is terminated, the user must wait twelve months to apply for reinstatement of his/her account.

LEGAL NOTICE

The provisions of LAPCAT's Terms of Use, Privacy Policy, and User Guidelines are severable. In the event that any single provision should be deemed invalid, all other provisions shall remain valid to the extent they can be given effect without the provision deemed invalid.

Applications are pending for registration of trademarks for the following terms and images, which belong to the La Porte County Public Library: LAPCAT, the LAPCAT "swirl" logo.

By using this site, you agree that the LAPCAT website shall be deemed to be solely based in Indiana and that the laws of the State of Indiana should govern any dispute arising between you and LAPCAT or its agents, employees, directors, officers or creators. You hereby consent to La Porte County as an appropriate forum for litigation and waive all defenses of lack of personal jurisdiction and forum non conveniens which may have otherwise existed.

You agree to defend, indemnify, and hold harmless LAPCAT, La Porte County Public Library, and any agents, employees, directors, officers or creators for any and all claims and resultant damages due to your use of LAPCAT services, including but not limited to your violation of the Terms of Service, User Guidelines, or Privacy Policy.

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