

OHIO 2010 CENSUS TERMS AND CONDITIONS

Welcome to Ohio Census Network. By using the Ohio 2010 Census Website (the "Site"), you accept and agree to be bound by these Terms and Conditions (the "Agreement") as a User ("User") browsing the Site. This Agreement sets out the terms under which the Census Ohio website is provided by the Ohio Department of Development ("Development") to all of the Users.

USERNAME AND PASSWORD

As part of the registration process, you will be asked to select a username. We may refuse to grant any username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as we determine in our sole discretion. You are responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Site to any third party. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

ONLINE CONDUCT

When using the Site, all Users agree to the following:

You are solely responsible for the content or information you publish or display (hereinafter, "post") on the Site, or transmit to other Users.

You will not post on the Site, or transmit to other Users or employees, any defamatory, inaccurate, abusive, obscene, profane, offensive sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). Please notify us by writing to Development, or sending an email to census.ohio@Development.ohio.gov of any material contained in the Site that you believe infringes these rules.

You will use the Site in a manner consistent with any and all applicable laws and regulations. You will not include in your profile any telephone numbers, street addresses, last names, URLs, e-mail addresses, offensive anatomical or sexual references, or offensive sexually suggestive or connotative language, or any confidential information of any third person, and you will not post any photographs or other images containing nudity or such personal information. Development reserves the right, but has no obligation, to reject any content that does not comply with these prohibitions.

You will not impersonate any person or entity.

You will not engage in advertising to, or solicitation of, other Users to buy or sell any products or services through the Site.

You will not transmit any chain letters, spam, mass mail or junk email to other Users.

You will not express or imply that any statements you make are endorsed by us, without our specific prior written consent.

You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

You will not remove any copyright, trademark or other proprietary rights notices contained in the Site.

You will not interfere with or disrupt the Site or the servers or networks connected to the Site.

You will not post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. Please notify us by writing to Development or sending an e-mail to census.ohio@Development.ohio.gov of any material contained on the Site that you believe infringes these rules.

You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Site.

INDEMNITY BY USER

You agree to indemnify, defend and hold us, our officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, liabilities, costs (including reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of this Agreement; (ii) any allegation that any materials that you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (iii) your activities in connection with the Site. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

ONLINE CONTENT

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Please review the terms and privacy statements on all external links prior to visiting them.

WARNING - PLEASE READ:

Development reserves the right, but has no obligation, to monitor the materials posted in any area of the Site. Development shall have the right but not the obligation to remove any such material that violates, or is alleged to violate, the law or this Agreement. Notwithstanding this right of Development, you remain solely responsible for the content of the materials you post in any area of the Site and your private email messages.

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IN NO EVENT WILL DEVELOPMENT BE LIABLE (i) TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOSS OF PROGRAMS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR SERVICE INTERRUPTIONS, OR PERSONAL INJURY) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, EVEN IF DEVELOPMENT OR ITS AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) TO ANY PERSON OTHER THAN YOU.

COMPLAINTS

To resolve a complaint regarding the Site, you should contact Development at census.ohio@Development.ohio.gov