

## TERMS OF SERVICE

Last updated on August 18, 2016. These terms and conditions (the “Terms”) govern access to and use of the Louisiana Business Emergency Operations Center (“LA BEOC”) portal and all computer applications contained or linked to this website (the “LA BEOC Portal”).

### I. Definitions

#### A. Parties

“You” and “your” refer to you, as a user of the LA BEOC Portal. A “user” is someone who accesses, browses, crawls, scrapes, or in any way uses the LA BEOC Portal.

LA BEOC is sponsored by the Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (“GOHSEP”), and functions as the communication portal between GOHSEP and the State’s private sector entities.

“LA BEOC Entities” collectively refers to LA BEOC, the NIMSAT Institute, the University of Louisiana at Lafayette, GOHSEP, its officers, directors, administrators, employees, volunteers, agents, and representatives.

“We”, “us”, and “our” refer to LA BEOC Entities.

#### B. Content

“Content” means text, images, photos, audio, video, location data, and all other forms of data or communication. “Your Content” means Content that you submit or transmit to, through, or in connection with the LA BEOC Portal. “User Content” means Content that users submit or transmit to, through, or in connection with the LA BEOC Portal. “LA BEOC Content” means Content that we create and make available in connection with the LA BEOC Portal. “Third Party Content” means Content that originates from parties other than LA BEOC or its users, which is made available in connection with the LA BEOC Portal. “Portal Content” means all of the Content that is made available in connection with the LA BEOC pPortal, including Your Content, User Content, Third Party Content, and LA BEOC Content.

### II. Changes to the Terms of Service

We may modify the Terms from time to time. You understand and agree that your access to or use of the LA BEOC Portal is governed by the Terms effective at the time of your access. You understand and agree that your continued access to or use of the LA BEOC Portal after the effective date of modifications to the Terms indicates your acceptance of the modifications.

### III. LA BEOC Portal Availability

The LA BEOC pPortal may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability.

### IV. Other

The LA BEOC Portal is intended to assist businesses by providing disaster-specific communications between the GOHSEP and industry associations and individual businesses and non-profit organizations. The LA BEOC Portal connects organizations that need resources with Louisiana resource providers during response and recovery from an emergency or disaster event. The LA BEOC Portal is provided as a public service to assist businesses and communities in recovering from a disaster or emergency by restoring normal business functions as rapidly as possible. The accuracy and timeliness of information within the LA BEOC Portal is the responsibility of the individual business owner or manager. The LA BEOC Entities do not guarantee the accuracy or timeliness of any information contained in the portal.

Content displayed or provided in the LA BEOC Portal do not necessarily reflect the opinion of LA BEOC Entities. LA BEOC does not sponsor or endorse any product, service, or Content.

## **V. Restrictions**

**A.** You agree not to, and will not assist, encourage, or enable others to use the LA BEOC Portal to:

1. Violate our Content Guidelines, for example, by writing fake or defamatory comments;
2. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
3. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination; or
4. Violate any applicable law.

**B.** You also agree not to, and will not assist, encourage, or enable others to:

1. Violate the Terms;
2. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of public display, or sell, trade, or in any way exploit the LA BEOC Portal or its Content (other than Your Content), except as expressly authorized by LA BEOC;
3. Reverse engineer any portion of the LA BEOC Portal;
4. Attempt to gain unauthorized access to the LA BEOC Portal, computer systems or networks connected to the LA BEOC Portal through hacking, password mining or any other means;
5. Use the LA BEOC Portal or any Content herein to transmit computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
6. Use any device, software or routine that interferes with the proper working of the LA BEOC Portal, or otherwise attempt to interfere with the proper working of the LA BEOC Portal;

7. Use the LA BEOC Portal to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the LA BEOC Portal or any of its Content; or
8. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the LA BEOC Portal.

## **VI. Content Guidelines**

You represent that you have read and understood our Content Guidelines.

## **VII. Third Parties**

The LA BEOC Portal may include links to other websites or applications (each, a “Third Party Site”). We do not control or endorse any Third Party Sites. You agree that we are not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk.

## **VIII. Indemnity**

You agree to indemnify, defend and hold harmless LA BEOC Entities from any and all suits, claims, demands, liens, expenses, damages, causes of action and rights of action whatsoever seeking any damages, benefits or compensation from any claim or demand made by any third party arising out of or relating to (i) your access to or use of the LA BEOC Portal, (ii) your violation of the Terms herein, or (iii) the infringement by you of any intellectual property or other right of any person or entity. LA BEOC reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of LA BEOC. LA BEOC will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **IX. Disclaimers and Limitations of Liability**

**Please read this section carefully since it expressly disclaims the liability of the LA BEOC Entities to you. Each of the subsections below apply up to the maximum extent permitted under applicable law. By accessing or using the LA BEOC Portal, you represent that you have read, understood, and agree to these Terms, including this section.**

- A.** The LA BEOC Portal is made available to you on an “as is”, “with all faults”, and “as available” basis, with the express understanding that the LA BEOC Entities may not monitor, control, or vet Content. As such, your use of the LA BEOC Portal is at your own discretion and risk. LA BEOC Entities make no claims or promises about the quality, accuracy, or reliability of the LA BEOC Portal, its safety or security, or any specific Content. Accordingly, LA BEOC Entities are not liable to you for any loss or damage that might arise, for example, from the LA BEOC Portal’s inoperability, unavailability, or security vulnerabilities or from your reliance on the quality, accuracy, or reliability of the business listings and related comments.
- B.** LA BEOC Entities make no claims or promises with respect to any third party, such as the businesses listed within the LA BEOC Portal or the LA BEOC Portal’s users. Accordingly, LA

BEOC Entities are not liable to you for any loss or damage that might arise from their actions or omissions, including, for example, if another user or business misuses your Content, identity, or personal information, or if you have a negative experience with one of the businesses listed on the LA BEOC Portal. Your purchase and use of products or services offered by third parties through the LA BEOC Portal is at your own discretion and risk.

- C. LA BEOC Entities expressly disclaim all warranties, whether express or implied, including warranties as to the products or services offered by businesses listed on the LABEOC Portal, and implied warranties of merchantability, fitness for a particular purpose, and non-infringement. No oral or written information or advice provided to you by a representative of LA BEOC Entities shall create a representation or warranty.
- D. Your sole and exclusive right and remedy in case of dissatisfaction with the LA BEOC Portal, or any other grievance, shall be your termination and discontinuation of access to, or use of the LA BEOC Portal.
- E. LA BEOC Entities disclaim liability for any (i) indirect, special, incidental, punitive, exemplary, reliance, or consequential damages, (ii) loss of profits, (iii) business interruption, (iv) reputational harm, or (v) loss of information or data.

#### **X. Choice of Law and Venue**

Louisiana law will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and LA BEOC Entities (a "Claim"), without regard to conflict of law provisions. For any claim brought by either Party, you agree to submit and consent to personal and exclusive jurisdiction in, and the exclusive venue of, the State courts located within the 15<sup>th</sup> or 19<sup>th</sup> Judicial District Courts, State of Louisiana.

#### **XI. General Terms**

- A. We reserve the right to modify, update, or discontinue the LA BOEC Portal at our sole discretion, at any time, for any or no reason, and without notice or liability.
- B. We may provide you with notices, including those regarding changes to the Terms by communications through the LA BEOC Portal.
- C. Nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- D. These Terms contain the entire agreement between you and us regarding the use of the LA BEOC Portal, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
- E. Any failure on the part of LA BEOC Entities to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

- F.** If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.
- G.** The Terms, and any rights or obligations hereunder, are not assignable, transferable or sub-licensable by you except with LA BEOC's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.
- H.** The section titles in the Terms are for convenience only and have no legal or contractual effect.