

## TERMS OF USE

By using the Peace Officer Standards and Training Commission (“**POST Commission**”) Law Enforcement Agency Portal (“**LEA Portal**”), you agree to these terms and conditions of use (“**Terms of Use**”).

Please note that individual state agencies or other Commonwealth entities may adopt additional terms of use that apply to specific Web-based transactions with those agencies or data posted on their websites.

### License to Access LEA Portal

The software product (i.e., Salesforce) made available as part of the LEA Portal is licensed, not sold, to you. Your license to access the LEA Portal is subject to these Terms of Use, and you agree that such terms will apply. This license granted to you for Salesforce is limited to a non-exclusive license to use Salesforce solely in connection with your use of the LEA Portal. This license does not allow you to use Salesforce in any other context. You may not rent, lease, lend, sell, transfer, redistribute, or sublicense Salesforce. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of Salesforce, any updates, or any part thereof. Any attempt to do so is a violation of the rights of the POST Commission and its licensors.

### Links to External Sites

For your convenience, the LEA Portal may contain hypertext or other links to external Internet sites, including those that are not provided or maintained by the Commonwealth. Please note that the POST Commission cannot guarantee the accuracy, relevance, timeliness, or completeness of these external sites. In addition, the inclusion of links to non-governmental sites is not intended to endorse any views expressed, or products or services offered, on these sites, or the organizations sponsoring the sites.

### Acceptable Use

You agree to use the LEA Portal only for lawful purposes and in accordance with these Terms of Use. You are responsible for ensuring that your use of the LEA Portal does not violate any applicable laws, regulations or third-party rights. Unauthorized or improper use of the LEA Portal may result in disciplinary action, including, but not limited to, action taken by the POST Commission under M.G.L. c. 6E; and civil and criminal penalties.

Your failure to adhere to applicable limitations on the use and disclosure of information about others could result in adverse employment action by your employer, and civil or criminal liability.

Access to the LEA Portal is granted in the absolute discretion of the POST Commission and may be terminated at any time. Access is permitted by username and password only, and you must have your own unique username. You acknowledge that you are responsible for maintaining the security of your password and the security of your account, and will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.

You are responsible for all actions taken using your account credentials and for protecting the LEA Portal against unauthorized or unpermitted use.

You represent and warrant that the information you have provided in registering for the LEA Portal is accurate and up-to-date.

You agree not to access (or attempt to access) the LEA Portal by any means other than through the interface that is provided by the POST Commission; specifically, you will not collect other users' content or information, or otherwise access the LEA Portal, using automated means (such as harvesting bots, robots, spiders, or scrapers) without the POST Commission's permission. Access to the LEA Portal by a site data harvester or any similar software intended to discover and extract data from a website through automated, repetitive querying for the purpose of collecting such data is expressly prohibited.

You shall not impersonate anyone else or otherwise misrepresent your identity, affiliation or status. You agree not to provide material and misleading information knowingly and with intent to defraud.

You will not upload viruses or other malicious code.

## **Privacy and Use of Data**

To carry out its duties under *An Act Relative to Justice, Equity and Accountability in Law Enforcement in the Commonwealth*, St. 2020, c. 253 and M.G.L. c. 6E, the POST Commission may obtain, reproduce, publish, aggregate, analyze, make derivative works of, or otherwise use the data in the LEA Portal and share such information to the extent necessary and permissible by law.

You agree that the POST Commission and its licensors may collect and use technical data and related information, including but not limited to technical information about your system, application software and use of the LEA Portal and/or Salesforce that is gathered periodically to

facilitate the provision of software updates, product support, and other services to you (if any) related to the LEA Portal and/or Salesforce. The POST Commission and its licensors may use this information to improve their products or performance or to provide services or technologies to you.

The POST Commission makes no representation that information, data, or materials on the LEA Portal will not be subject to disclosure under the Massachusetts Public Records Law, M.G.L. c. 66, § 10(a).

## **Warranty Disclaimers**

You acknowledge that the LEA Portal may be prone to bugs and stability issues, may contain inaccuracies or errors that could cause failures or loss of data and may be incomplete. While every effort is made to assure the data is accurate and current, the POST Commission makes no warranty, expressed or implied, concerning the accuracy, reliability or suitability of this data.

You expressly acknowledge and agree that use of the LEA portal is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. The LEA Portal is provided “as is” and on an “as-available” basis. With respect to the LEA Portal, the POST Commission hereby disclaims all warranties and conditions of any kind, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, non-infringement of third-party rights, satisfactory of quality, accuracy, and timeliness. The POST Commission makes no warranty that the services will be error free or that access thereto will be continuous or uninterrupted. The POST Commission does not warrant against interference with your enjoyment of the LEA Portal, that the LEA Portal will meet your requirements, that the operation of the LEA Portal will be uninterrupted, timely, secure or error-free, that defects or errors in the LEA Portal will be corrected, or that the LEA Portal will be compatible with other products, services or software. No oral information or advice given by the POST Commission will create a warranty not expressly stated in this these Terms of Use.

The POST Commission is not obligated to provide maintenance, technical support or updates to you for any portion of the LEA Portal. The POST Commission is not obligated to continue to provide the LEA Portal. The foregoing limitations and exclusions shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose. From time to time, the POST Commission may apply upgrades, patches, bug fixes, or other maintenance or issues to the LEA Portal (“**Maintenance**”) and may be required to shut down the LEA Portal for Maintenance. You agree to use reasonable efforts to comply with any Maintenance requirements that the POST Commission notifies you about.

## **Limitation of Liability**

The POST Commission and the developers of the LEA Portal assume no liability whatsoever associated with the use or misuse of the data contained in the LEA Portal.

### **Indemnification**

You agree to indemnify and hold the POST Commission, its affiliates, licensors, and its and their respective commissioners, officers, directors, employees, independent contractors, agents, successors and assigns, harmless from any claims, liabilities, damages, taxes, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your use of the LEA Portal, your breach of these Terms of Use, or your violation of any rights of another.

In no event may you enter into any settlement or like agreement with a third party that affects the POST Commission's rights or binds the POST Commission in any way, without the prior written consent of the POST Commission.

### **Termination**

The POST Commission reserves the right (though not the obligation) to (1) refuse your access to the LEA Portal if it is the POST Commission's opinion that use violates any laws or policy, or (2) terminate or deny you access to and use of all or part of the LEA Portal at any time for any other reason in its sole discretion. Upon the termination of these Terms of Use for any reason, you agree to immediately cease all use of the LEA Portal.

### **Survival**

All provisions of these Terms of Use which by their nature should survive termination shall survive termination including, without limitation, warranty disclaimers, indemnification, and limitations of liability.

### **Right to Limit**

Users of the LEA Portal and services must have a valid government email address from the Commonwealth or a municipal agency or a Municipal Police Training Committee User ID. If the POST Commission reasonably believes that you are not a Commonwealth or municipal employee, the POST Commission may permanently block your use of the LEA Portal.

The POST Commission may monitor your use of the LEA Portal to improve the service or to ensure compliance with these Terms of Use.

## **Changes to these Terms of Use and/or the LEA Portal**

The POST Commission reserves the right, in its sole discretion, to modify, add, or replace any portion of these Terms of Use, in whole or in part, at any time. Your continued use of or access to the LEA Portal following posting of any changes to these Terms of Use constitutes acceptance of those modified terms. These Terms of Use may only be modified by the posting of a revised version on the LEA Portal.

The LEA Portal may be modified, revised, or upgraded from time to time by the POST Commission or its agents or affiliates without notice or liability. The POST Commission may change, suspend, or discontinue any aspect of the LEA Portal at any time. The POST Commission may also impose limits on certain features of the LEA Portal and/or restrict your access to parts or all of the LEA Portal without notice or liability.

## **Severability**

If a court of competent jurisdiction finds any clause of these Terms of Use to be unenforceable for any reason, that clause of these Terms of Use shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms of Use shall continue in full force and effect.

## **No Waiver of Rights**

The POST Commission's failure to exercise or enforce any right or provision of these Terms of Use shall not constitute waiver of such right or provision.