

## Robert F. Walters Digital Geological Library

# Website Use Agreement

### Introduction

The "Site" means [HTTPS://www.kgslibrary.com/](https://www.kgslibrary.com/), and any websites that are linked to or from the Site and that we own or control. "We" means the Kansas Geological Society d/b/a the Robert F. Walters Digital Geological Library its owners, subsidiaries, agents and affiliates.

By using this Site you agree to the terms and conditions in each section of this "Agreement." If you do not agree with these terms and conditions you should stop using the Site immediately.

Please note that this Agreement may change from time to time. We expect that most changes will be minor. Any changes will be posted on this page and we encourage you to review this Agreement from time to time.

If you have questions regarding this Site or this Agreement, please contact us at [HTTPS://www.kgslibrary.com/contact.cfm](https://www.kgslibrary.com/contact.cfm) or by one of the means listed below:

The Kansas Geological Society & Library  
1704 S. Baehr St.  
Wichita, KS 67209  
Phone: 316.265.8676  
Fax: 316.265.1013

"Material" means the products, services, resources, information, data, specifications, photographs, text, audio, video and other content displayed on the Site.

Note that the use of certain Material or the conduct of certain transactions on the Site could be subject to additional terms and conditions that we will make available to you prior to using such Material or completing such transactions.

### Purchases

Digital products purchased from the Site may not be returned but may be replaced upon reasonable request with a replacement copy in the event of purchaser's loss of data or hardware/storage media failure.

*Digital Products:* By purchasing and downloading digital product materials from the Site, you agree to the following license terms. When you purchase digital product Materials from the Site, you are granted a personal and non-exclusive license to utilize

the Material you purchase consistent with this Agreement. You are only permitted to use the purchased digital Materials in your own research, business, or operations; you may not use the Materials for any other purposes or re-distribute them in any manner. You may not use the Materials in print except for the purposes described in this Agreement. We may terminate this license for purchased Materials "for cause" in the event that we determine in our sole discretion that you have breached your obligations under this Agreement.

## Privacy Policy

We offer some services that do not require you to provide any personal information. In providing this Site we might collect the following types of information:

*Cookies:* When you use the Site, we may send one or more small files containing a string of characters (cookies) to your computer, which may uniquely identify your browser. We use cookies to improve the quality of our service, to store your preferences, and to track Site use.

*Server Log Information:* When you use the Site our servers automatically record information that your browser sends whenever you visit any website. Such server logs may include information such as your Internet Protocol address, web request, browser language, browser type, the date and time of your use and one or more cookies that can uniquely identify your browser.

*Communications:* When you email or contact us we may retain your communications in order to process your requests, respond to your inquiries and improve our Site, products and services.

*Your Personal Information:* When you register with a part of our Site we may ask you to provide "Personal Information" like your name, mailing address, phone number, email address or an account password. For some services, we might also request credit card or other payment account information. We may combine the information you submit in order to provide you with a better experience and to improve the Site quality.

*Other sites:* This Privacy Policy applies only to our Site. We do not have any control over other sites that we may link to from within our Site. You should be aware that other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you. We will not provide your personally identifiable information to any other entity unless authorized by you. Some information may be shared in the aggregate with third parties for the purposes described in this Agreement or other supplementary privacy notices for specific transactions or Material. In addition to the above, such purposes may include:

- Ensuring the technical functioning of our network;
- Providing services, including the display of content; ;

- Auditing and analysis in order to maintain, protect and improve our services;
- Identifying you if we believe we need to in order to enforce compliance with this;
- Agreement or to protect the rights or property of our Company, Site, or customers; or;
- Complying with applicable laws, including those pertaining to Technical Data or the U.S. Dept. of Commerce. ;

*Security of Personal Information:* While we make a good faith effort to prevent third party, non-affiliate access to personal information, you agree and understand that internet communications may not be secure. Thus, we cannot warrant or guarantee that your personal information will not be disclosed to or accessed by parties other than those authorized under this Agreement. Thus, to the extent allowed by law, you agree and understand that we will not be liable for actual or consequential damages caused by such disclosures of your personal information in excess of any funds you have paid to us in connection with your disclosure to us of Personal Information.

*Updates to Your Personal Information:* At your request, we will make reasonable efforts to update, change or delete any personal information you may have provided via the Site. Please contact via one of the means provided below to initiate updates to your Personal Information: <HTTPS://www.kgslibrary.com/contact.cfm>.

*Email Communications:* By purchasing products from the Site or contacting us, you consent to the use of email, and specifically your email address, for communications from us. To unsubscribe at anytime by using the unsubscribe link at the bottom of most of the communications you receive from us or by using <HTTPS://www.kgslibrary.com/contact.cfm>. You agree and understand that to enforce this Agreement, resolve disputes, or provide information to satisfy applicable laws, regulations or proceedings, we may need to retain your personal information. Additionally, you understand and agree that your personally identifiable information may be retained by us in residual back-up files that are a function of our server back-up systems.

## **General Conduct & Limited License**

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While visiting the Site, you shall not submit, post, publish, distribute or transmit: (a) material

that is illegal, indecent, obscene, libelous, defamatory, false or misleading; (b) material other than that which may be requested by an interactive application or tool on the Site; (c) unsolicited advertising, promotional material, or other forms of solicitation; (d) material that would infringe the intellectual property, privacy or other rights of third parties, (e) a computer virus, worm, Trojan horse or other element destructive to the Site or any of our hardware or software accessible through the Site, or (f) a digital or manual signature, password, or other element impersonating our employees, or any forged TCP/IP headers or parts of a header, in an attempt to gain unauthorized access to our computers, software, data, accounts or databases.

You may not, without our prior written consent, use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or content found on this Site or accessed through this Site. You also may not engage in the mass downloading of files from the Site; use the computer processing power of the Site for purposes other than those permitted above; or flood the Site with electronic traffic designed to slow or stop its operation.

### **Third Party Material**

"Third Party Material" means Material owned by third parties, as well as links to websites owned by third parties. This Site may include or provide access to Third Party Material. Use of Third Party Material is at your own risk and we are not responsible for the accuracy or reliability of any Third Party Material. Our inclusion of Third Party Material on this Site shall not be construed as our endorsement of any third party or the Third Party Material, and no rights or licenses are granted to you in the Third Party Material. You agree to defend and hold us harmless from any liability that may result from your use of Third Party Material.

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### **Submissions to the Site**

Except as specified in our Privacy Policy, any information, feedback, comments, links, or other Material that you submit to the Site will be considered non-confidential and you grant us a non-exclusive, perpetual, worldwide, royalty-free license to use your submissions in any way we choose. Therefore, we may, among other things, reproduce, transmit, distribute, adapt, perform, display and create derivative works from your submissions, and sublicense others to do any of the foregoing activities. You agree and understand that your submissions will meet all requirements for appropriate content in accordance with this Agreement. We reserve the right at any time and without notice to refuse to receive, post and to remove any submission in whole or in part.

## **Compliance with Applicable Laws; Export Control Laws**

The Site and the Material may be subject to U.S. export control laws and may also be subject to the laws of the country where you reside. You agree to comply with all applicable laws, statutes, ordinances, and regulations regarding your use of the Site and the Material. We do not represent that the Site or the Material is appropriate or available for use in any particular jurisdictions. If you choose to access this Site from any jurisdiction you do so at your own risk. The laws of the State of Kansas, United States of America, excluding choice of law principles, shall govern and construe any and all issues relating to use of the Site and the Materials.

## **Jurisdiction and Venue**

Venue, or the place in which you may bring a law suit, for disputes about this Agreement, use of the Site, or use of the Materials or for claims and based on the subject matter of this Agreement shall be in the State District Court of Sedgwick County, Kansas, or the United States District Court for the District of Kansas in Wichita, Kansas. By using this Site and the Materials you agree to such jurisdiction and venue, and you give up the right to select venue in any other forum.

## **Disclaimers & Indemnification by You**

**TO THE EXTENT ALLOWED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY SHALL WE, OUR OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, SUPPLIERS, OR ANY OTHER PARTY INVOLVED IN PROVIDING THE SITE, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA, SOFTWARE OR HARDWARE ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SITE, THE MATERIAL, ANY OF OUR PRODUCTS OR SERVICES, OR ANY OTHER LINKED WEBSITE, OR FOR DIRECT DAMAGES, ACTUALLY PROVEN, EXCEEDING THE AMOUNTS PAID BY YOU TO US (YOU AGREE THAT THIS LIMITATION SHALL BE ENFORCED EVEN IF IT CAUSES AN EXCLUSIVE REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE), OR ANY DAMAGES RESULTING FROM THE USE OF OR RELIANCE**

**ON THE MATERIAL PRESENTED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**ALL MATERIAL PROVIDED ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE INTERNATIONAL CONVENTION FOR THE SALE OF GOODS, THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT ARE EXPRESSLY DISCLAIMED.**

**TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS WITH OUR OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, SUPPLIERS, OR ANY OTHER PARTY INVOLVED IN PROVIDING THE SITE AND MATERIALS, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DAMAGES, COSTS, OR OTHER EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) THAT ARISE DIRECTLY OR INDIRECTLY FROM: (A) USE OF THE SITE OR THE MATERIAL, (B) BREACH OF THESE TERMS OF USE; AND/OR (C) YOUR SUBMISSIONS.**

### **Termination and Survival**

This Agreement shall expire when you discontinue use of the Site and Materials. We reserve the right to change or modify these terms, or terminate this Agreement at any time. In the event that you breach or violate any part of this Agreement, we may terminate your current and future use of the Site and the Materials. The applicable portions of the following sections shall survive any termination or expiration of this Agreement: Introduction; Privacy Policy; General Conduct & Limited License; Third Party Material; Intellectual Property; Compliance with Applicable Laws; Export Control Laws; Disclaimers & Indemnification by You; and Termination and Survival.

### **Site Material**

All Site Material, unless otherwise noted, is and shall remain our sole property. Any content you view, copy, print, download or use from the Site shall be solely for your personal, non-commercial use. Material on this Site may not be modified in anyway and may not be used, copied or distributed separate from accompanying text. You agree and understand that you may not use the content in any way that is misleading; that falsely suggests the existence of a business relationship between you and us; that is derogatory, disparaging, or which displays our products, employees, affiliates or representatives in a negative light. You also agree and understand that we may at any time and in our sole discretion revoke your authorization to use Site Material and we may immediately require you to cease using all Site Material.

**Agreement by:**

**Test Account**

By clicking on 'I Agree' you agree to the Website Use Agreement, above.

I Agree