

Mary E. Bartlett Memorial Library Website Terms & Conditions

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implication, estoppel, or otherwise, any license or right to use any Trademark without our written permission or that of the third party rights holder. Your misuse of any Trademark is strictly prohibited.

Third Party Websites

Among the many services offered by the Library is access to databases provided by third parties. These databases are subject to their own terms and conditions. Please review the terms and conditions specific to each database you intend to use and make sure that you comply with the applicable rules. (Some of the Library's other resources, such as language tutoring products, may also be subject to their own terms and conditions; in each instance, we ask that you review the terms and conditions before using the product in question so that you can comply with them.)

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The Library encourages its patrons to use materials from the MEB Library Website, provided that you follow these guidelines:

1. Materials downloaded from the MEB Library Website may only be used for personal, educational, or research purposes. They may not be used for commercial purposes.
2. Are Responsible For Obtaining Necessary Permissions. The MEB Library Website contain a wide range of content. They contain materials that are in the public domain as well as materials that are protected by copyright. In cases where materials on the MEB Library Website are protected by third party rights, you are responsible for clearing the necessary rights in order to use the materials in question. For example, if you want to download a photo that is still protected by copyright for use in a research paper, you must determine whether your proposed use requires consent from the copyright holder, and, if so, you must secure the permission of the copyright holder. In some cases, you may also need to secure the consent of people who appear in photographs in our collections.

It is your obligation to determine and satisfy copyright or other use restrictions when publishing or otherwise distributing materials from the Library's collections. You are solely responsible for determining whether the use of any digital object requires the permission of any other person or entity, and you are responsible for paying any associated fees. If you have questions about the legal issues surrounding the use of digital objects you should contact your attorney.

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MEB Library encourages patrons to become involved in interactive portions of our website, by participating in online discussions and, in some cases, uploading content. Before you participate in these activities, however, we ask that you keep the following in mind:

1. Patrons who provide content to MEB Library for its website are granting MEB Library a non-exclusive, perpetual, worldwide, irrevocable license to use such material. In most cases, MEB Library will only use this material on its website, but MEB Library reserves the right to also use this material in other ways, such as in promotional materials created about the Library and on third-party websites on which the Library promotes its services, collections and/or activities. In each instance, you agree that MEB Library may use your content for these purposes without making any payments to you. If you are not willing to grant MEB Library these rights, please do not contribute content to our site.

2. Please make sure that any content you contribute does not infringe on the rights of any third party. For example, if you upload a drawing or a photo, please make sure that you are the creator of the artwork/photo. Do not contribute content to which you don't own the rights.

3. Please also remember to exercise good judgment when contributing written material or other content. In the MEB Library blogs, for example, the Library prohibits comments that are offensive or objectionable to others, that use inappropriate language, or that are off-topic. We do reserve the right to edit or delete user comments/content in a manner consistent with our mission and policies. We also ask that you do not insert your own or a third party's advertising, branding or other promotional content into any of your comments/content.

4. MEB Library is not responsible for any of the patron-generated comments/content that appear on our websites.

Disclaimers

1. All materials on the MEB Library Website are provided "as is" without a warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular use, and/or non-infringement. The Library assumes no responsibility for damage to your computer or other property resulting from your use of the MEB Library Website. You understand and agree that any downloading or obtaining of material or data through the MEB Library Website is done at your own risk. In addition, we disclaim any and all responsibility or liability for the accuracy, reliability, and legality of materials found on the MEB Library Website.

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2. Some pages on the MEB Library Website include links to other websites. The Library has not reviewed all of these websites and is not responsible for the content of these websites. The Library provides these links as a convenience only, and a link does not imply endorsement of, sponsorship of, or affiliation with the linked site by the Library.

3. The Library offers access to a broad range of information and materials, including certain materials that may contain offensive language or negative stereotypes. You should view such materials in the historical context in which they were created. All historical media are presented as specific, original artifacts, without further enhancement to their appearance or quality, as a record of the era in which they were produced. Opinions expressed on the MEB Library Website are not necessarily those of the Library or of its Trustees and staff.

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Any legal action brought against the Library shall be governed by the laws of the State of New Hampshire without regard to its conflicts-of-law rules. Any claim asserted against the Library shall be heard and determined in the federal or state courts located in New Hampshire. Users of the MEB Library Website

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Indemnity

You agree to defend, indemnify and hold MEB Library and its Trustees, officers, employees, volunteers, agents, and the Town of Brentwood, NH harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from or relating to your use of the MEB Library Website, your placement or transmission of any message, content, information, software or other materials through the MEB Library Website, or your breach or violation of the law or of these Terms and Conditions. MEB Library reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with MEB Library's defense of such claim.

Notices

By using the MEB Library Website, you agree to receive electronic communications from MEB Library, whether addressed to the e-mail address associated with your Library account or posted on the MEB Library Website. You acknowledge and agree that any communication via e-mail or by postings on the MEB Library Website satisfies any legal requirement that such communications be made in writing.

Severability

The provisions of these Terms and Conditions are intended to be severable. If for any reason any provision of these Terms and Conditions are held invalid or unenforceable in whole or in part in any applicable jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. The failure of MEB Library to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.