

Terms of Use

Please read these Terms of Use (“Terms of Use”) carefully before using the Woburn Public Library’s (“WPL”) website and links on the website to social media platforms and other online data. This User Agreement sets forth the legally binding terms and conditions for your use of the website <https://woburnpubliclibrary.org/>, and all other sites owned and operated by WPL that redirect to <https://woburnpubliclibrary.org/>, all subdomains (collectively, the “Site”). By using the Site in any manner, including but not limited to visiting or browsing the Site, or using the Site to access third party sites, you agree to be bound by this Agreement.

Summary of Terms of Use

WPL makes the Site available to users (“Users”) to, among other things, review available library materials, link to WPL and other local event calendars, access content offered by WPL, and access various third-party platforms and websites, such as FaceBook and Twitter. Your access to and use of the Site is permitted for the sole purpose of using the materials and services offered by WPL (the “Purpose”). The Site may not be used except in accordance with these Terms of Use. According to these Terms of Use and as explained in more detail below, you:

- Must abide by all rules of conduct described in these Terms of Use and other documents and policies issued by WPL;
- Agree and accept that your use of the Site and any third-party sites accessible from the Site will not exceed the permission granted to you to use the Site; and
- Agree to indemnify WPL for any misuse of the Site.

Acceptance of Terms

The Site is offered subject to acceptance of all of the terms and conditions contained in these Terms of Use, and all other operating rules, policies and procedures that may be published on the Site by WPL, which are incorporated by reference. These Terms of Use apply to every user of the Site. In addition, some services offered through the Site may be subject to additional terms and conditions adopted by the Company.

WPL reserves the right to change, suspend or discontinue the Site (including but not limited to, the availability of any feature, database, or link) at any time for any reason. WPL may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability.

Rules and Conduct

As a condition of use, you promise not to use the Site for any purpose that is prohibited by the Terms of Use or applicable law. You are responsible for all of your activity in connection with the Site. You shall not:

- Infringe any patent, trademark, trade secret, copyright, right of publicity, or other right of any person or entity, or violates any law or contract;
- Post information that you know is false, misleading, or inaccurate;
- Engage in conduct that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, obscene, offensive, profane, or invasive of another’s privacy;

- Submit or offer to submit content that constitutes unsolicited or unauthorized advertising or promotional materials or any junk mail, spam or chain letters;
- Submit or offer to submit content that contains software viruses, malware or any other computer codes, files or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of the Company, User, or any 3rd party;
- Engage in conduct that is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; or impersonates any person or entity, including any employee or representative of the Company; or
- Use the information available from the Site in any manner that violates any statute, regulation, common law or contract.
- Interfere or attempt to interfere with the proper working of the Site or the use by others of the Site; or
- Bypass any measures WPL may use to prevent or restrict access to the Site (or other accounts, systems, or networks connected to the Site).

You shall not directly or indirectly:

- i. Decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site, except to the extent applicable laws specifically prohibit such restriction;
- ii. Modify, translate or otherwise create derivative works of any part of the Site or the content on the Site unless otherwise permitted by law; or
- iii. Violate any applicable local, state, national and international laws and regulations when using the Site.

Users agree that they will not abuse other persons' personally identifiable information ("PII"). Abuse is defined as using PII for any purpose other than what is (a) explicitly specified in these Terms of Use and the Privacy Policy, or is (b) related to fulfilling related services related to the Services.

Your third-party social media accounts and other third-party sites

The Site may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third-party websites, you do so at your own risk. Those other websites are not under WPL's control and you acknowledge that WPL is not liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of those other websites or resources. The inclusion on another website of any link to the Site does not imply endorsement by or affiliation with WPL. You further acknowledge and agree that WPL shall not be liable for any damage related to the use of any content, goods, or services available through any third-party website or resource.

Twitter

To view the WPL Twitter page, visit (<https://twitter.com/woburnlibrary>). Twitter is a free social networking site that allows users to send and read other users' short updates (up to 280 characters in length). While people use Twitter in many different ways for both personal and professional reasons, as a matter of policy:

- WPL's use of Twitter is intended as a means to provide announcements and updates on current events or notices to any other Users who elect to watch or follow our Twitter feed and to engage with constituents to provide customer service regarding state services.
- The account is maintained and monitored by WPL.
- We do not as a matter of course follow individuals who follow us, but we do follow other official government-sponsored Twitter accounts, including official state agency Twitter accounts, media, and others as deemed appropriate by WPL.
- Twitter is one of the many means we're using to connect residents with WPL. We'll review and update Twitter as much as possible as we monitor and maintain other channels of feedback.
- Unless you protect your updates, messages you post on Twitter received by WPL may be public records and may also be publicly available. Because not everyone knows that we are on Twitter, we occasionally search for tweets that talk about WPL but don't reference our account, "@wpl" and let that user know about our account. We periodically perform these searches to enable us to more effectively listen to and engage with constituents.
- WPL will not respond via Twitter to press inquiries and reserves the right to respond, or not, to resident questions, complaints, or other constituent matters.
- WPL reserves the right to terminate access by a User to WPL's Twitter if they violate either the Twitter terms of use, its Rules and policies (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) or these Terms of Use. WPL also reserves the right to terminate access to Twitter through the Site if, in WPL's sole discretion, multiple users are engaging in conduct that violates either Twitter's or these terms of use.

Facebook

To view the WPL Facebook page, visit <https://www.facebook.com/thewoburnlibrary>. While people use Facebook in many different ways for both personal and professional reasons, as a matter of policy:

- WPL's use of Facebook is intended as a means to provide announcements and updates on current events or notices to any other users who elect to "Like" our Facebook page and to engage with constituents to provide customer service regarding state services.
- The account is maintained and monitored by WPL.
- Facebook is one of the many means we're using to connect residents with their library. We'll review and update Facebook as much as possible as we monitor and maintain other channels of feedback.
- Unless you protect your updates, messages, or comments you post to WPL's Facebook page may be public records and may also be publicly available.

- We expect conversations to follow the rules of polite discourse and we ask that participants treat each other, as well as our employees, with respect. The following comments will be removed if posted, and the rights of individual users may be terminated if they post:
 - Profanity and vulgar or abusive language
 - Threats of physical or bodily harm
 - Sensitive information (for example, information that could compromise public safety)
 - Offensive terms that target protected classes, such as ethnic, racial sexual orientation, transgendered, or religious groups
 - Any other comments found by WPL to be offensive, threatening, harassing, bullying, inappropriate, or illegal and/or in violation of Facebook’s Community Standards or these terms of use
- For the benefit of robust discussion, we ask that comments remain “on-topic.” This means that comments must relate to the topic that is being discussed within the particular social media site.
- WPL will not respond via Facebook to press inquiries but will try to respond to resident questions, complaints, or other constituent matters when an answer is readily available, or refer people to the proper Executive Office.
- Also note that Facebook is governed by Facebook's separate website policies, including its [Privacy Policy](#) and [Terms of Service](#). These policies apply to your use of Facebook.

Instagram

To both increase transparency and save money on photo hosting and streaming, WPL publishes photo content, to our Instagram account at <https://www.instagram.com/thewoburnlibrary/>

WPL is responsible solely for the content uploaded to the official Instagram account, and not for any related videos or linked photos linked from other users, nor for any advertising or other content contained on the Instagram application or website.

If you use any of our photos for another work, such as a story, blog post, printing, etc., we require that you provide credit by stating at or near the photo, "Photo courtesy of [insert description of credit]."

Also note that this photo share is hosted by Instagram and is governed by Instagram’s separate website policies, including its [Terms of Use](#) and [Privacy Policy](#). These policies apply to your use of Instagram.

Content and License

You agree that the Site contains content (“Content”) provided by WPL and its partners and that the Content may be protected by copyrights, trademarks, service marks, patents, trade secrets or other rights and/or other laws. You shall abide by and maintain all copyright and other legal notices, information and restrictions contained in any Content accessed through the Site.

WPL grants to each User of the Site a worldwide, non-exclusive, non-sub-licensable and non-transferable license to use and, only to the extent permitted by external agreements between WPL and identified third parties, reproduce the Content. Any use, reproduction, modification, distribution, or storage of any Content other than for the Purpose is prohibited without prior written permission from WPL or, as appropriate, from the copyright owner of the Content. You shall not sell, license, rent, or otherwise use or exploit any Content for any other purpose or in any way that violates the rights of the company or any third-party.

Intellectual Property

With regard to any trade secret, copyright, patent, trademark or other intellectual property rights in and to the Site and the Content, you agree to the following terms:

- WPL owns all right, title and interest in and to the Site, the Service and the Content.
- Your use of the Site and the Service is pursuant to a worldwide, non-exclusive, revocable, royalty-free license to use the Site, the Services and the Content strictly in accordance with these Terms of Use and any ancillary agreements. This license may not be transferred or conveyed by you without the Company's prior express permission.
- The use or other exploitation of your Content by WPL and Users as contemplated by this Terms of Use will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contact rights, moral rights, trade secrets or any other intellectual property or proprietary rights.
- WPL will not be liable for any errors or omissions in any Content. In accordance with the Digital Millennium Copyright Act, WPL has adopted a policy of, in appropriate circumstances, terminating access by Users that are repeat infringers of the intellectual property rights of others. WPL also may terminate Users even based on a single infringement.

Copyright Notifications

WPL will remove infringing materials in accordance with the DMCA Digital Millennium Copyright Act if properly notified that Content infringes a third party's copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, please notify WPL's Copyright Agent by submitting and email to ecdoucette@cityofwoburn.com. Your email must contain the following information (please confirm these requirements which your legal counsel, or see the US Copyright Act, 17 U.S.C. §512(c)(3), for more information):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site or Service, sufficient for WPL to locate the material;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe that your work has been removed or disabled by mistake or misidentification, please notify WPL's Copyright Agent at ecdoucette@cityofwoburn.com. Your counter-notice

must contain the following information (please confirm these requirements which your legal counsel, or see the US Copyright Act, 17 U.S.C. §512 (g)(3), for more information):

- A physical or electronic signature of the user of the Services;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement made under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
- The subscriber's name, address, telephone number, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the user will accept service of process from the person who provided notification under subscriber (c)(1)(C) or an agent of such person.

Under the Copyright Act, any person who knowingly materially misrepresents that material is infringing or was removed or disabled by mistake or misidentification may be subject to liability. In accordance with the Digital Millennium Copyright Act, WPL has adopted a policy of, in appropriate circumstances, WPL may, in its sole discretion, terminate User accounts of Users that are repeat infringers of the intellectual property rights of others. WPL also may terminate User accounts even based on a single infringement.

If you fail to comply with these notice requirements, your notification or counter-notification may not be valid.

Our designated copyright agent for notice of alleged copyright infringement is:

WPL, Attention City Solicitor, Ellen Callahan Doucette

Email: ecdoucette@cityofwoburn.com

Computer Fraud and Abuse

The U.S. Computer Fraud and Abuse Act, 18 U.S.C. §1030 (“CFAA”) prohibits accessing a computer without authority or accessing information on a computer in excess of your authorized access. Users may not attempt to gain access to portions of the Site or the Service by electronic or other means that go beyond the uses permitted by and information made available to you under these Terms of Use and the Privacy Policy. As stated earlier, the use of mechanical or electronic devices to “crawl” or “scrape” information on or from the site is prohibited.

Warranty Disclaimer

You acknowledge that WPL has no duty to take any action regarding any of the following: which Users gain access to the Site; what Content Users access through the Site; what effect(s) the Content may have on Users; how Users may interpret or use the Content; or what actions Users may take as a result of having been exposed to the Content. WPL cannot guarantee the authenticity of any data or information that Users provide to the Site. You release WPL from all

liability for your having acquired or not acquired Content through the Site. WPL makes no representations concerning any Content on the Site, and WPL is not liable for the accuracy, copyright compliance, legality or decency of materials on the Site.

WPL does not guarantee that any Content will be made available through the Site. WPL has no obligation to monitor the Site or Content. WPL reserves the right to, at any time, for any reason, and without notice: (i) cancel, reject, interrupt, remove, or suspend a User, (ii) remove, edit or modify any Content; and (iii) remove or block any User. WPL reserves the right not to comment on the reasons for any of these actions.

The Site is provided “as is” and “as available” and is without warranty of any kind, express or implied including but not limited to the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. WPL does not warrant that: (a) the Site will be secure or available at any particular time or location; (b) any defects or errors will be corrected; (c) any content or software available at or through the Site is free of viruses or other harmful components; or (d) the results of using the Site will meet your requirements. Your use of the Site is solely at your own risk.

WPL is a public website and, as such, WPL MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITE OR ANY WEBSITE LINKED TO THE SITE.