



Lexipol LLC
6B Liberty #200
Aliso Viejo, CA 92656

Tel: 949-484-4444
Fax: 949-484-4443

TERMS AND CONDITIONS FOR USE OF SUBSCRIPTION MATERIAL

I. ACCEPTANCE OF TERMS

The services that Lexipol, LLC, a California Limited Liability Company (hereinafter "Lexipol"), provides to you are subject to the following Terms and Conditions of Use. Lexipol reserves the right to update the Terms and Conditions of Use at any time. This document represents the most current version of the Terms and Conditions of Use. Any changes or updates can be reviewed by clicking on the "Terms and Conditions of Use" hypertext link located at the bottom of our Web page once you become a subscriber. **YOU MUST AGREE WITH THESE TERMS AND CONDITIONS OF USE BEFORE YOU CAN USE THIS WEB SITE.** Should these terms change, Lexipol will notify the agency in writing.

II. DESCRIPTION OF SERVICES

Through Lexipol's Web site, Lexipol provides you with access to the Lexipol Knowledge Management System. Lexipol provides numerous subscriptions to this system, each with varying services depending on the level of subscription. The different subscriptions are: 12 month Policy Development Subscription, 12 month Policy Update Subscription, and 12 month Daily Training Bulletin Subscription.

III. MEMBER ACCOUNT, PASSWORD AND SECURITY

If any of the Services provided to you by this website requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You will also [choose/be provided] a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Lexipol immediately of any unauthorized use of your account or any other breach of security.

You may not use anyone else's account at any time, as your password and user name are for the purchaser's sole use. Purchasers of premium content through this Web site are not permitted to share, distribute, sell, or otherwise transfer their password to other individuals. Significant or unusual use of a single user name and password (including, but not limited to, significant use of a single user name and password on multiple computers) could result in suspension of that password. The premium content is protected by the copyright laws of the United States of America and the other terms of this Terms and Conditions of Use page.

IV. NOTICES

Any notice to be given to the parties shall be sent to Lexipol at the address above or if to the Agency to the contact person registered as the primary user.

V. PAYMENTS

You agree to pay the current fees for all services purchased using your user name and password. All services are payable in full within forty-five (45) days from subscription acceptance. Any amounts past sixty (60) days shall accrue interest at one (1%) percent per month for past due accounts.

VI. PRIVACY POLICY

Lexipol shall keep all information you provide confidential and private in accordance with our privacy policy. Because security is important to Lexipol and our users, we will always make reasonable efforts to ensure the security of our systems. Lexipol employs security systems to protect the information we receive from our users. The Lexipol Policy Web site uses Secure Socket Layer (SSL) Protocol for browsers that support 128-bit encryption (such as Microsoft Internet Explorer 5 and greater). SSL encrypts information as it travels between customer and Lexipol. Please be aware that Internet data transmission is not always 100% secure and we cannot warrant that information you transmit utilizing our Service or Web site is 100% secure.

VII. APPLICATION OF LAW AND JURISDICTION

You agree that any claim, action, or proceeding arising out of these Terms and Conditions of Use, or your use of the Web site, shall be governed by and construed in accordance with the laws of the State of California applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state or federal court in Orange County, California. In addition, you agree to submit to the personal jurisdiction of such courts. This Agreement shall be governed and interpreted pursuant to the laws of the State of California, United States of America, notwithstanding any principles of conflicts of law.

VIII. INDEMNIFICATION

You understand that Lexipol and its agents, employees and representatives have developed policy guidelines and content in a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such policies were approved and adopted by yourself. You acknowledge that Lexipol shall not be responsible for updating these policies to adhere to subsequent changes in the law or other conditions and those changes and updates will only be provided by Lexipol as a part of an annual subscription. While Lexipol has made a good faith effort to develop all policies and training in accordance with existing law and standards, you acknowledge that neither Lexipol nor any of its agents, attorneys, employees or representatives are obligated to provide legal representation, defense, or indemnification for any litigation in which said policies are subject to challenge.

To the fullest extent permissible under applicable law, Lexipol and/or other persons creating or transmitting the information and the service will in no event be liable to you or anyone else for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages for the information, even if Lexipol or other persons creating or transmitting the information or the service shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Lexipol or other persons creating or transmitting the service and the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions of use thereto.

IX. COPYRIGHT

You expressly acknowledge and agree that each and every policy provided by Lexipol, its agents, employees, and representatives including, but not limited to, all updates, revisions the entire Policy Manual and Daily Training Bulletins purchased from Lexipol were expressly created for your exclusive use. You further agree that all policy, update, revision or Daily Training Bulletins originally provided by Lexipol are protected under copyright agreements and may not be sold. Nothing in this statement is intended to prohibit or restrict you from access and reproduction for department use and providing any policies contained within the Policy Manual pursuant to and authorized by a request under the Public Records Act, pursuant to Court order or any other lawful process.

X. DISCLAIMER OF WARRANTIES

THE SERVICE AND ALL INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ENJOYMENT OF THE INFORMATION OR SERVICE, SYSTEM INTEGRATION, OR ACCURACY OF THE INFORMATION. TO THE FULLEST EXTENT PERMITTED BY LAW, LEXIPOL DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE INFORMATION AND THE SERVICE. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to you insofar as they relate to implied warranties. Lexipol shall use its best efforts, including industry standards of care, to insure satisfactory quality, performance and accuracy.

XI. NON-WAIVER AND SEVERABILITY

Lexipol's failure to exercise any right or provision of this Agreement shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of this Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of this Agreement remain in full force and effect.

XII. POLICY ADOPTION

The Agency hereby agrees and certifies that any and all policies developed and provided by LEXIPOL LLC and its agents, employees and representatives have been individually reviewed, customized and adopted for the exclusive use of the AGENCY. It is further acknowledged and agreed that LEXIPOL LLC and its agents, employees and representatives shall not be considered "policy makers" in any legal or other sense and that, upon acceptance of the policy manual and execution of this Agreement, the chief executive of the AGENCY for all purposes be considered the "policy maker" with regard to each and every policy contained in said manual.

XIII. TERMINATION

This Subscription Agreement may be terminated at the annual anniversary date of the subscription period by written notice to the other party at least 30 days preceding the anniversary date.