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 SRAM
Authorized Distributor

Terms and Conditions

This website is owned and maintained by Vigilnet America LLC (“Vigilnet”). Vigilnet is a provider of alternate sentencing services to the correction industry. This website will be used by individuals who are currently serving an alternate sentence (“Participants”), as well as third parties accessing this website. These Terms and Conditions apply to all Participants and other users (Participants and third parties collectively, “Users”). Only authorized Users are allowed to use and/or view the content on this website.

Vigilnet reserves the right to update the Terms and Conditions from time to time and the updated Terms and Conditions will be effective immediately upon posting. If you disagree with any part of the Terms and Conditions, you are not allowed to use this website.

User Content

Users grant Vigilnet an irrevocable license to post such content. Any content posted belongs to and can be disseminated by Vigilnet. No Participant may post content that the Participant did not create or have permission to post. Vigilnet reserves the right in its sole discretion, but it is not obligated to review, monitor, edit, delete, or remove Participant content without notice.

Users are strictly forbidden from posting:

- a. Inappropriate or inflammatory comments.
- b. Inaccurate, misleading, or incorrect statements.
- c. Profane, obscene, or explicit language.
- d. Inappropriate pictures.
- e. Defamatory comments.
- f. Anything that will infringe on the copyright, trade marks or other intellectual property rights of another person.
- g. Promotional material of any kind.

The determination of whether content fits in one of the above categories is determined by Vigilnet. Any content that is deemed to fit in one of the above categories is grounds for immediate termination from the Vigilnet website with no refund.

Cookies

Vigilnet may collect information via ‘cookies’ when Users use the website. A cookie is a parcel of text sent to your hard drive, containing information that can identify your computer. Cookies do not contain any personal details unless attached to information collected some other way. By using this Vigilnet website and agreeing to these Terms and Conditions, Users consent to Vigilnet's

use of cookies in accordance with the terms of Vigilnet's privacy policy. If a User deactivates cookies, it may impact the usability of all the features on our website.

Termination

Vigilnet may terminate or suspend access to this website immediately, without prior notice or liability, for any reason whatsoever. A suspension or termination may impact your ability to continue the monitoring of your requirements.

All provisions of the Terms and Conditions which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Links To Other Web Sites

This website may contain links to third-party web sites or services that are not owned or controlled by Vigilnet. Vigilnet has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. Users acknowledge and agree that Vigilnet is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. Vigilnet strongly advises you to read the Terms and Conditions and privacy policies of any third party websites or services that you visit.

License To Use Website

Unless otherwise stated, Vigilnet owns the intellectual property rights in the website and material on the website. Subject to the license granted Users for the purposes of using this website, the intellectual property rights of Vigilnet are reserved. Users may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms and Conditions.

Users must not:

- a. Republish material from this website.
- b. Sell, rent or sub-license material from the website.
- c. Show any material from the website in public.
- d. Reproduce, duplicate, copy or exploit material on this website for a commercial purpose.
- e. Provide your username and password to anyone not authorized to use this website.

Changes and Maintenance

Vigilnet reserves the right, at their sole discretion, to modify or replace the Terms and Conditions at any time. Vigilnet also reserves the right to perform maintenance on the website, which may make the website temporarily unavailable. During such maintenance, Users will also be unable to make payments through the website.

No Warranties

The Vigilnet website is provided “as is” without any representations or warranties, express or implied. Participants post content and Vigilnet is responsible for making sure that the content is accessible to third parties who have an interest in viewing the content. Vigilnet makes no representations or warranties in relation to the information, content, and materials provided on this website. Without prejudice to the generality of the foregoing paragraph, Vigilnet does not warrant:

- a. The website will be constantly available, or available at all.
- b. The information on this website is complete, true, accurate or non-misleading.
- c. The ability to make payments through the Vigilnet website.

Nothing on the Vigilnet website or any third party websites constitutes, or is meant to constitute legal, accounting, professional, or treatment advice of any kind. Vigilnet does not provide Participants or any user with official advice or information on the status of your case or the progress of your supervision. Any information posted by Participants is taken as is. It is the sole duty as a Participant to make sure that the probationary obligations are satisfied, not the duty of Vigilnet.

Collecting Information

Vigilnet may collect and store the following kinds of information:

- a. Information about your computer, visits to the Vigilnet website, the frequency of use of this website, the type of information stored in your account, and the status of your monitoring requirements. This includes the timing, frequency, and pattern of use.
- b. Information Participants provided during registration, the application process, and intake. This includes, but is not limited to, your name, gender, date of birth, education, employment details, and ethnicity.
- c. Compliance or non-compliance with the Terms and Conditions of monitoring.
- d. Information that a Participant provides to Vigilnet for the purposes of monitoring your participation and completion of ARD.
- e. Information that Users provide for the purposes of monitoring the Participant’s progress and completion of the ARD program.
- f. Any information that is generated before, during, or after the ARD program.
- g. Information that the Participant sends directly or indirectly to Vigilnet for the purposes of participating in the ARD program.
- h. Information regarding amounts owed and paid to Vigilnet.
- i. Any other information that comes into the possession of Vigilnet.

The Use of Information

The data that is being recorded by Vigilnet may be used for a variety of reasons. A Participant hereby consents to disclosure and communication of information for the purposes of:

- a. Vigilnet conducting business.
- b. Third parties accessing the information in order to confirm compliance.
- c. Collecting data on the Participants of the ARD program.
- d. Enable the use of the services available on Vigilnet's website.
- e. Sending statements, invoices and payment reminders to you, and collect payments from you.
- f. Sending non-marketing commercial communications.
- g. Sending Participants email notifications.
- h. Providing third parties with statistical information.
- i. Keeping this website secure and prevent fraud.
- j. Verifying compliance with the Terms and Conditions.

If a Participant submits personal information to be published on the Vigilnet website, the Participant agrees that this information is now accessible to Vigilnet and Users who may view the Vigilnet website. Additionally, Vigilnet will publish and is able to otherwise use that information.

Disclosing Information

Vigilnet may disclose information insofar as reasonably necessary for the purposes set out in this policy. This may include, but is not limited to, ensuring compliance and verifying that a Participant is accurately and truthfully recording information. Vigilnet may disclose information to:

- a. Vigilnet owners, employees, agents, affiliates and staff.
- b. Court personnel, including but not limited to my sentencing judge and their staff.
- c. Probation officers and other probation personnel.
- d. Treatment providers and staff.
- e. The district attorney, other prosecuting attorney, a defense attorney, other attorneys involved in my case, and their respective staff.
- f. Attorneys involved in the case of the Participant.
- g. Governmental, educational and other entities studying or reporting on various aspects of the criminal justice system.
- h. Collection and credit reporting agencies if a Participant fails to fully pay Vigilnet.

Vigilnet may disclose information:

- a. To the extent that Vigilnet is required to do so by law.
- b. In connection with any ongoing or prospective legal proceedings.
- c. In order to ensure the Participant's compliance with ARD Program.
- d. To ensure the information filled out by a Participant is accurate, truthful, and in compliance with the ARD Program.
- e. In order to establish, exercise or defend the legal rights of Vigilnet (including providing information to others for the purposes of fraud prevention and reducing credit risk).

Retaining Personal Information

The content and information provided by Participants will not be used for longer than is necessary for that purpose or those purposes. Notwithstanding any other provision, Vigilnet will retain documents (including electronic documents) containing content and information:

- a. To the extent that Vigilnet is required to do so by law.
- b. If Vigilnet believes that the documents may be relevant to any ongoing or prospective legal proceedings.
- c. In order to establish, exercise or defend Vigilnet's legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

Security of Personal Information

As a Participant, you acknowledge that the transmission of information over the internet is inherently insecure, and Vigilnet cannot guarantee the security of data sent over the internet. Additionally, it is the responsibility of the Participant to keep their password confidential. Vigilnet will take reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your personal information and will store all the personal information you provide on our secure (password- and firewall-protected) servers.

Limitations of liability

VIGILNET DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. VIGILNET FURTHER MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE AND ITS CONTENTS AND DOES NOT ENDORSE ANY USER CONTENT. VIGILNET ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY USER CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SITE AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. VIGILNET DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND VIGILNET WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE

OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Vigilnet will not be liable to any User (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- a. For any indirect, special or consequential loss.
- b. For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Vigilnet has been expressly advised of the potential loss. Vigilnet expressly disclaims any liability due to a User relying on any content or material that is posted on the Vigilnet website to their detriment.

Indemnity

All Users hereby indemnify Vigilnet and undertake to keep Vigilnet indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Vigilnet to a third party in settlement of a claim or dispute on the advice of Vigilnet's legal advisers) incurred or suffered by Vigilnet arising out of any breach by you of any provision of these Terms and Conditions.

Breaches of these Terms and Conditions

Without prejudice to Vigilnet's other rights under these Terms and Conditions, if a User breaches these Terms and Conditions in any way, Vigilnet may take such action as Vigilnet deems appropriate to deal with the breach, including suspending your access, notifying a Participant's Probation Office or person in charge of the Participant's supervision, blocking computers using your IP address from accessing the Vigilnet website, contacting the Participant's internet service provider to request that they block your access and/or bringing court proceedings against you.

Jurisdiction and Entire agreement

These Terms and Conditions, together with the documents the Participant signed with the county, constitute the entire agreement between any User and Vigilnet regarding your use of this website, and supersede all previous agreements in respect to your use of this website. These Terms and Conditions will be governed by and construed in accordance with Nebraska law, and any disputes relating to these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of Nebraska.

Contact

If you have any questions about these Terms and Conditions, please contact bwessels@ehpv.com.

