

# Terms of Use

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If you do not agree with these Terms of Use, our [Copyright Policy](#), or our [Privacy Policy](#) do not use the Website.

## Personal and Noncommercial Use

The Website is for your personal and non-commercial use. As a condition to your continued use of the Website, you warrant to TCGHS that you will not use the Website for any purpose that is unlawful or prohibited by these Terms of Use.

## No Warranties

Use the Website at your own risk.

This Website is provided to you “as is”; without warranty of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, or non-infringement. TCGHS makes no warranty that any content contained on this Website satisfies any applicable government law, regulation, or requirement.

Neither TCGHS nor its officers, board members, volunteers, employees, agents, third-party information providers, merchants, licensors, or the like warrant that the Website or its operation will be accurate, reliable, uninterrupted or error-free. No agent or representative has the authority to create any warranty regarding the Website on behalf of TCGHS. TCGHS reserves the right to change or discontinue at any time any aspect or feature of the Website.

## Exclusion of Liability

Under no circumstances, including negligence, shall TCGHS or anyone else involved in creating, producing, storing, or distributing the Website be liable for any direct, indirect, incidental, special or consequential damages and expenses whatsoever (including, without limitation, lost profits and damages arising from lost data or business interruption) arising out of or in any way connected with use of the Website, delay or inability to use the Website, or for any information, software, products or services obtained through the Website, whether such damages are based on contract, tort, strict liability, or otherwise, even if advised of the possibility of such damages.

You specifically agree that no licensor, supplier, or information provider to TCGHS or its affiliates, officers, directors, employees or agents, or any of their successors or assigns, shall have any liability to you for any reason or under any theory whatsoever, based upon the information provided on or through the Website.

Because some states do not permit the exclusion or limitation of liability for consequential or incidental damages, some or all of the above limitation may not apply to you.

## Indemnification

You agree to defend, indemnify, and hold TCGHS, its officers, directors, board members, affiliated companies, employees, volunteers, and agents, licensors, and suppliers harmless from and against any and all claims, actions or demands, or liabilities and settlements, including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Website, or any content, product, or service offered through the Website, in a manner that violates or is alleged to violate these Terms of Use. TCGHS shall provide notice to you of any such claim, suit, or proceeding and shall reasonably cooperate with you, at your expense, in your defense of any such claim, suit, or proceeding.

## Featured Links and Advertisements

The Website may contain hyperlinks to websites offered by parties other than TCGHS. Such hyperlinks are provided for your reference and convenience only.

TCGHS is a participant in several affiliate advertising programs (such as Amazon Associates) designed to provide a means for organizations to earn advertising fees by advertising and linking to the affiliate's websites. We endeavor to make users aware of any affiliation but cannot guarantee all such links will be identified.

TCGHS does not control such other websites and is not responsible for their content; nor does TCGHS's inclusion of hyperlinks to such websites imply any endorsement of the material on such websites or any association with their operators.

Unless otherwise specifically stated on the Website, TCGHS does not endorse any product or service or make any representation regarding the reliability, quality, or accuracy of any products or services featured in, or linked to, any advertisement appearing on the Website.

## Termination of Privileges

TCGHS reserves the right to terminate your privilege of using all or any portion of the Website if you breach any of these Terms of Use of use. If TCGHS receives notice or otherwise discovers that you have posted material that infringes another party's copyright or trademark rights or violates another party's rights of privacy or publicity, TCGHS may terminate your access to the Website, including all of your privileges or accounts that you may have established in connection with the Website.

## Forums

TCGHS may provide chat rooms, message boards, social media, research registries, and other public posting areas or interest group forums ("Forums") on the Website. If TCGHS provides any such Forum or if you use a Forum, you are solely responsible for your own communications and the consequences of posting those communications. TCGHS does not assume any responsibility for the consequences of any Forum communications on or arising from the use of the Website.

In consideration for being allowed to use the Forums, you agree that not observing the following actions shall constitute a material breach of these Terms of Use:

- Do not disrespect the privacy and views of others.
- Do not use the Forums for commercial purposes, including the promotion of any specific goods or services.

- Do not post obscene, profane, sexually explicit, libelous, slanderous, defamatory, harmful, threatening, illegal, or knowingly false information.
- Do not post blatant expressions of bigotry, racism or hate, or material encouraging conduct that may constitute or contribute to a criminal offense, give rise to civil liability, or violate any national, state, or local law, regulation, or authority, or any other material which TCGHS finds objectionable.
- Do not use the Forums for unlawful purposes.
- Do not impersonate another person.
- Do not allow any other person or entity to use your identification to post or view comments.
- Do not post material that infringes on the copyright or other intellectual property rights of others or the privacy and publicity rights of others.

TCGHS reserves the right to record dialogue in the Forums. TCGHS is not responsible for screening or monitoring material posted by users or any other person or entity. If notified by a user of communications that are alleged not to conform to the terms of this Section, TCGHS may investigate the allegation and determine in its sole discretion to remove or request the removal of the communications.

TCGHS reserves the right to remove communications that are abusive, illegal, disruptive, or that otherwise fail to conform with these Terms of Use. TCGHS reserves the right (but is not obligated) to delete any communications posted on the Website, regardless of whether such communications violate these standards for content.

Furthermore, TCGHS reserves the right (but is not obligated) to monitor or disclose any type of posting on the Forums for adherence to the Terms of Use, if required in the course of normal operations and maintenance of the Website, or if required to do so by law or in the good-faith belief that such action is necessary to (i) comply with the law or comply with legal process served, (ii) protect and defend the rights of TCGHS or others, or (iii) act in an emergency to protect the personal safety of our users or the public. TCGHS has no liability or responsibility to users or any other person or entity for performance or nonperformance of the aforementioned screening activities.

TCGHS does not represent or guarantee the truthfulness, accuracy, or reliability of any of the material posted by Forum users or endorse any opinions expressed by such users. Any reliance upon content posted in a Forum is at your own risk.

Any public Forum areas are for discussion and debate only. You may not use any Forum area to post or transmit advertisements or commercial solicitations of any kind. You may not post or transmit any material of any nature, including text, audio, software, animation or photographs, belonging to any person or party other than yourself, without the prior written consent of such owner.

Simply because material is available on the Internet does not mean it is in the public domain. The vast majority of materials on the Internet are protected by copyright and trademark laws. TCGHS shall have the right, but not the obligation, to monitor any Forum areas of the Website to determine compliance with these Terms of Use and any other operating policies that may be established by TCGHS from time to time.

By posting messages or other material in any Forum areas of the Website, you are granting to TCGHS and its licensees a worldwide, royalty-free, perpetual, non-exclusive, and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display any posting by you (in whole or in part) and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed.

Through your use of the Forums, you are agreeing to all of the aforementioned Terms of Use for such Forums contained herein.

You agree to defend, indemnify, and hold harmless TCGHS and its officers, directors, affiliated companies, employees, agents, licensors, and suppliers from and against any and all claims, actions or demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees, resulting from or alleged to result from your use of any Forums or use by others of any Forums with respect to you, including without limitation, any claim of libel, defamation, harassment, violation of rights of privacy or publicity, loss of service, or infringement of intellectual property or other rights, or violation of these Terms of Use.

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## General

These Terms of Use (including our [Copyright Policy](#) and [Privacy Policy](#) which shall be deemed to be a part of these Terms of Use) constitute the entire agreement and understanding between you and TCGHS with respect to use of the Website, superseding all prior or contemporaneous communications and/or proposals. These Terms of Use also are severable, and in the event that any provision is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

## Jurisdiction

The website is controlled and operated by Tazewell County Genealogical & Historical Society from its library in Pekin, Tazewell County, State of Illinois, United States of America. TCGHS makes no representation that materials on the Website are appropriate or available for use in other locations. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable. The Website is not intended to subject TCGHS to the laws or jurisdiction of any state, country, or territory other than the State of Illinois and the United States of America.

## Changes to the Terms of Use

Although changes are anticipated to be rare, TCGHS reserves the right to update this Terms of Use at any time.

We encourage users to frequently check this page for any changes to stay informed about how we are helping to protect the information we collect.

If you have any questions about our [Privacy Policy](#), our [Copyright Policy](#), the [Terms of Use](#) of the Website, or other comments for TCGHS, you may contact us at

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## Your acceptance of these terms

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site.

You acknowledge and agree that it is your responsibility to review our Terms of Use periodically and to become aware of modifications. Your continued use of the site following the posting of changes to this Terms of Use will be deemed your acceptance of those modifications.