TERMS OF USE

This Web site at www.pritzkerarchivespark.com (the "Web site"), including the services and products offered on it, is provided by Pritzker Archives & Memorial Park Center or its affiliates (hereinafter, "Pritzker Archives & Memorial Park Center").

The following Terms of Use ("Terms of Use") apply to access and use of this Web site. In accessing and using this Web site, you unconditionally accept these conditions. This Web site is intended for use by individuals over the age of 18 living in the United States or any of its territories or possessions. By accessing or using the Web site, you accept and agree to be bound by the Terms of Use. If you do not agree to these Terms of Use, please do not use the Web site.

Content

All photos, text, graphics, videos, audio material, software, and all other material on the Web site (the "Information") is made available only for informative purposes. All Information can be changed at any time without giving prior notice. The rights relating to this Web site and Information, including the domain name, copyrights, trademarks, trade names, brand names, trade dress, logos, and all other material are owned by Pritzker Archives & Memorial Park Center and/or its licensors or affiliates, unless otherwise stated. Pritzker Archives & Memorial Park Center and its affiliates and/or licensors retain all rights regarding the Information and Web site.

Limited License

The Web site, including, but not limited to all Information, is the sole property of Pritzker Archives & Memorial Park Center, its affiliates or licensors, and is protected by United States and international copyright, trademark, and other intellectual property or proprietary rights laws. All Information is provided as a service to users of the Web site. Subject to the limited license set forth below, nothing contained in these Terms of Use shall be construed as conferring any right, title, or interest in the Information.

Upon your acceptance of these Terms of Use, Pritzker Archives & Memorial Park Center grants you a limited, non-transferable, non-sublicensable, non-exclusive, revocable license to access and use the Information for your personal, non-commercial use only, and you may download and print a single copy of the Information on the Web site. This license is subject to the following restrictions: (i) except for the limited license set forth above, you may not copy, publish, distribute, perform, display, post, modify, create derivative works from, sell, license, reverse engineer, or otherwise exploit the Web site or any Information without the prior written permission of Pritzker Archives & Memorial Park Center; (ii) you may not permit any copying of the Information; and (iii) you may not remove or alter any copyright, trademark or other proprietary rights notices from copies of the Information from the Web site. Any unauthorized copying, alteration, distribution, transmission, performance or display of the Information is prohibited. Pritzker Archives & Memorial Park Center may revoke this limited license at any time for any or no reason. All rights not expressly granted are reserved by Pritzker Archives & Memorial Park Center.

You may not use any hardware, software, or bots intended to damage or interfere with the proper working of the Web site or to surreptitiously intercept any system, data or personal information from the Web site. You agree not to interrupt the operation of the Web site in any way. You agree not to take any action that violates these Terms of Use or otherwise restricts or limits any other person's ability to use or enjoy the Web site or the Information, as determined by Pritzker Archives & Memorial Park Center in its sole discretion.

Disclaimer

PRITZKER ARCHIVES & MEMORIAL PARK CENTER does not guarantee that the Information is correct, current, or complete. THE MATERIALS IN THIS WEB SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. PRITZKER ARCHIVES & MEMORIAL PARK CENTER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRITZKER ARCHIVES & MEMORIAL PARK CENTER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PRITZKER ARCHIVES & MEMORIAL PARK CENTER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE INFORMATION IN THIS WEB SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT PRITZKER ARCHIVES & MEMORIAL PARK CENTER) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES.

Restriction of Liability

Pritzker Archives & Memorial Park Center will not be liable for any damages or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. Pritzker Archives & Memorial Park Center will not be liable for any damages or injury, including but not limited to, special or consequential damages that result from the use of, or the inability to use, the Information on this Web site, even if there is negligence or Pritzker Archives & Memorial Park Center or an authorized Pritzker Archives & Memorial Park Center representative has been advised of the possibility of such damages, or both. The above limitation or exclusion may not apply to you to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.

Indemnification

You agree to indemnify and hold harmless Pritzker Archives & Memorial Park Center, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, agents, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, fines, penalties, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or use of the Web site, including, but not limited to: (i) any use of the Information other than as expressly authorized in these Terms of Use or your use of any information obtained from the Web site;

(ii) all claims arising from your fraud, intentional misconduct, criminal acts or gross negligence; and (iii) any remarks, suggestions, ideas, graphics, text, photos, videos, audio, or other information you submit to Pritzker Archives & Memorial Park Center through this Web site. If you cause a technical disruption of the Web site or the systems transmitting the Web site to you or others, you agree to be responsible for any claims, liabilities, damages, judgments, awards, losses, costs, expenses, fines, penalties, or fees (including reasonable attorneys' fees), arising or resulting from that disruption.

Third-Party Links and References

The Web site may contain references in the form of hyperlinks, banners, or buttons to thirdparty websites. Pritzker Archives & Memorial Park Center is not responsible for the content of these websites.

Privacy

For details Pritzker Archives & Memorial Park Center's privacy practices, please see our Privacy Policy, which is incorporated herein. https://dev.pma.stoutlogic.io/wp-content/uploads/2020/09/PAMPC-Privacy-Policy.pdf

Modifications

Pritzker Archives & Memorial Park Center reserves the right to revise and update the Terms of Use at any time and at its sole discretion. All changes are effective immediately upon posting, and apply to all access to and use of the Web site thereafter. The most current version of the Terms of Use will supersede all previous versions. Your continued use of the Web site following posting of revised Terms of Use means that you accept and agree to the changes.

Submissions

All remarks, suggestions, ideas, graphics, or other information communicated to Pritzker Archives & Memorial Park Center through this Web site (together, the "Submission") will forever be the property of Pritzker Archives & Memorial Park Center. Pritzker Archives & Memorial Park Center will not be liable for any ideas for its business (including without limitation, product, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Pritzker Archives & Memorial Park Center operations. Without limitation, Pritzker Archives & Memorial Park Center will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. Except as noted below in this paragraph, Pritzker Archives & Memorial Park Center will be entitled to use the Submission for any purpose without compensation to you or any other person sending the Submission. Personally identifiable information that may be received at this Web site is provided voluntarily by a visitor to this Web site. You acknowledge that you are responsible for whatever material you submit, and you, not Pritzker Archives & Memorial Park Center, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright. You agree that any material you submit does not violate the intellectual property rights, or any other rights, of any third party.

Miscellaneous

These Terms of Use will be governed and be interpreted pursuant to the laws of the State of Illinois notwithstanding any principles of conflicts of law. By accessing the Web site you agree to submit to the jurisdiction of the State of Illinois and agree that it shall serve as the exclusive venue for any disputes relating to the Web site and/or the Information. You may resolve disputes with us only on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If any part of these Terms of Use is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Possible evidence of use of this Web site for illegal purposes will be provided to law enforcement authorities. This is the entire agreement between the parties relating to the use of this Web site.

Contacting Us

If you have any questions about these Terms of Use or this Web site, please contact us at info@pritzkermilitaryarchives.com or (312) 374-9377.

These Terms of Use are effective as of September 1, 2020.