



OPS NETWORK™

Basic Acceptable Use Policy

Version 1.0



TABLE OF CONTENTS

Introduction.....	3
1. Prohibited Uses.....	4
2. Partner Agency Use Agreement	5
3. OPS Network™ Agency Policy	6
4. Legal Inquiries.....	7
5. Network Oversight.....	9
6. Account Security	10
7. Third Party Material & Services.....	11
8. Community Privacy	12
9. Network Support	13
10. Termination of Services	14
11. Applicable Law & Venue	15
12. AUP Changes and Liability	16

INTRODUCTION

Online Policing Solutions, Inc. (OPS) has prepared this Basic Acceptable Use Policy (“AUP”) as a guide for its “Partner Agencies” to understand the intended and permissible uses of the OPS Network™. This AUP sets forth guidelines for acceptable use of the applicable OPS service(s) (the “Service(s)”) by its Partner Agencies and its members.

The OPS Network™ must be used in accordance with the guidelines for each part of the network.

It is recommended that this AUP be provided to all agency members along with any agency OPS Network™ related policies.

Basic OPS Network™ Overview

The OPS Network™ Application is focused solely on creating a gateway and partnership between law enforcement agencies and the communities they serve, while ensuring technological growth, agency efficiency and cutting-edge operational connectivity.

A cloud-based network application and software solution, the OPS Network™ provides proprietary interactive community policing tools designed specifically to promote police to public partnership in public safety, while improving agency efficiency and services. OPS is the only nationwide and jurisdiction-ally distinctive community policing network, global officer to officer communication platform and law enforcement specific operating system of its kind in existence today.

The OPS Network™ is a Partnership Project, and has been developed and designed for law enforcement by law enforcement. Each partner agency helps the next by supporting the network by collectively helping to improve its services and expand on its ability. All partner agencies play a critical role in ensuring the growth of the network for all law enforcement agencies and their communities, long into the future.

1. PROHIBITED USES

You may use the OPS Network™ only for lawful purposes and in accordance with this AUP. You may not:

- Use the OPS Network™ in any way that violates any applicable federal, state, local or international law or regulation.
- Use the OPS Network™ for the purpose of exploiting, harming or attempting to exploit or harm any person in any way by exposing them to inappropriate content, asking for personally identifiable information, or in any way not intended by the network.
- Use the OPS Network™ to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam” or any other similar solicitation.
- Impersonate or attempt to impersonate another officer, an OPS Network™ employee, another user or any other person or entity, including by utilizing another user’s identification, password or account to access the network.
- Use the OPS Network™ in any manner that could disrupt, disable, overburden, damage, or impair the OPS Network™ for you or others (including the ability to send timely notifications through the OPS Network™, via various means including overloading, “flooding,” “mailbombing,” “denial of service” attacks, or “crashing”).
- Use any robot, spider or other automatic device, process or means to access the OPS Network™ for any purpose, including monitoring or copying any of the material contained or shared within the OPS Network™.
- Use any manual process to monitor or copy any of the material made available through the OPS Network™ or for any other unauthorized purpose.
- Use any device, software or routine, including but not limited to, any viruses, trojan horses, worms, or logic bombs, that interfere with the proper working of the OPS Network™ or that could be technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the OPS Network™, the server on which the OPS Network™ is operating, or any server, computer or database connected network.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures.
- Take any action in order to obtain services to which the user or agency is not entitled.
- Otherwise attempt to interfere with the proper working of the OPS Network™

2. PARTNER AGENCY USE AGREEMENT

The OPS Network™ is a secure law enforcement network. It includes many tools and applications meant to assist law enforcement to easily:

- Connect with the communities they serve.
- Utilize the growing library of tools to streamline operations.
- Allow officers, detectives, agents and administrators to easily connect, share information and resources and communicate.

Each agency that utilizes the OPS Network™ is referred to as a “Partner Agency” (or agency as referred to in this document), and by becoming a “Partner Agency”, each agency agrees to support the network by:

- Utilizing it as a professional law enforcement tool.
- Ensuring the security of the network and its users under its control.
- Create policies for the agency and its officers that will ensure the OPS Network™ is used properly and in a secure, professional manner.
- Assist Online Policing Solutions, Inc., with suggestions and input on ways to assist the OPS Network™ grow and improve.

Each “Partner Agency” agrees to the OPS Network™ Terms of Conditions and Privacy Policy which can be found at:

<https://onlinepolicingsolutions.com/terms/>

<https://onlinepolicingsolutions.com/privacy/>

3. OPS NETWORK™ AGENCY POLICY

Agencies are encouraged (and it is recommended) to create agency policies as to how they would like their members to utilize the network. Agency members are only granted access to the network by an official law enforcement agency and by that virtue, the agency has the right to dictate the way in which they want agency membership to utilize the application. With that said, agencies agree that no agency policy can trump the policies set forth by Online Policing Solutions, Inc., but can be more restrictive.

Each agency member must, at a minimum, agree to the following user terms when creating an account in the OPS Network™:

“By utilizing the Online Policing Solutions Network (OPS Network), you are entering a secure law enforcement specific network application and by doing so, understand and agree to the following user terms. If you do not agree with any of these provisions, you are instructed to leave the OPS Network.

*Any access, beyond creating an account, such as attempting to join agencies you are not authorized to join, accessing the network via another method, entering under another user account, etc...is **STRICTLY PROHIBITED**. By using the OPS Network, you are doing so under the permission of the agency (or agencies) who have authorized your use, and you agree to adhere to any policies enacted by your agency, as well as the Terms and Conditions as set forth by Online Policing Solutions, Inc. The OPS Network is a **PROFESSIONAL** law enforcement application and should be treated as such at all times. As a user, you have no guaranteed personal privacy rights while in the network. Any and all information may be view-able and may be accessed by your agency or by another entity with an authorized court order. This network contains confidential and sensitive law enforcement data that is not to be shared, copied or disseminated outside of the network without authorization from the agency chief executive for which you are operating under. ANY distribution of information or unauthorized use, dissemination, access or otherwise compromising behavior that takes place within or in connection with the OPS Network can result in agency discipline, criminal prosecution, potential civil penalties and being banned from the network.”*

In simple terms, respect your fellow users, the community you serve, the agency you are operating under and, as always, act like a professional at all times.”

4. LEGAL INQUIRIES

Online Policing Solutions, Inc. WILL NOT tolerate any form of harassing behavior, discrimination, threatening behavior, bullying or otherwise illegal or irresponsible behavior by any agency member. Any such behavior will result in the immediate and permanent suspension of the user from the OPS Network™. In addition, any such behavior will be IMMEDIATELY reported to the agency who the member belongs.

It is the policy of Online Policing Solutions, Inc., to cooperate with all law enforcement agency inquiries from any legally recognized state, county, township or municipality located within the United States. It is also the policy of Online Policing Solutions, Inc. to protect the privacy of the users of the OPS Network™. In order to strike a balance, the agency agrees to the following when requesting information about any inappropriate or suspicious activity that is suspected to have taken place on the OPS Network™.

Authorized Criminal Investigation(s): Any requests for access to communications, user accounts, images, etc., that may involve agency users of the OPS Network™, or members from other agencies, in connection with a criminal investigation, must be accompanied by a legal court order. No information will be disclosed without a legal court order for information connected to an official criminal investigation that may involve any user of the OPS Network™.

Civil Matter(s): Any requests for information regarding any content contained within the OPS Network™, in connection with any civil matter, will not be released without a valid and authorized court order.

Legal and Discovery Request(s): The material contained within the OPS Network™ is by definition considered “confidential law enforcement communication”. The agency agrees that any and all “Discovery Requests” made in connection with a legal defense during a criminal prosecution or proceeding, will be rigorously defended as such. In the event that a court order or ruling provides that information must be disclosed, the agency agrees to redact the information provided by Online Policing Solutions, Inc. to protect the identity of those not directly involved in the matter and to protect against the disclosure of any information not directly needed to fulfil the request.

Agency Internal Investigation(s): Any request to turn over data, communications, images, etc.. in connection with an agency’s internal investigation, must accompany a copy of the agencies written policy that indicates that, as a user operating under the

agency, the user was aware that all communications or activity that take place in the OPS Network™ may be subject to agency review for a legitimate investigative purpose. This request must accompany an acknowledgement that the user agreed to such policy, as well as the agency's Internal Affairs or Professional Standards policy.

The OPS Network™ includes several tools used for communication and the sharing of information. While "social" connection and communication is encouraged, the OPS Network™ is not a "social network" and should not be mistaken for one. The OPS Network™ is a professional law enforcement network and all tools, to include any and all communication assets, should be used as such. On the other hand, communications that do not violate Online Policing Solutions, Inc. policies will not be disclosed for simple "curiosity" from the agency. The agency must agree that a certain amount of privacy is important to all network users to ensure the free flow of information. As stated in this AUP, and in the User Agreement, this does not mean that the user has complete immunity and can operate without limitations. The agency agrees that ANY requests for access to otherwise secure information or communications, will be for legitimate investigative purposes and should be expressed to Online Policing Solutions, Inc., in as much detail as can legally be disclosed, in order to obtain the desired information. Attempting to obtain private communications for personal or political reasons, could result in civil action from the member and the agency should take care to only request access when a legitimate complaint has been filed or for a legitimate investigation that can be articulated in a court setting if needed. Purposeful attempts by agencies to obtain information, that would otherwise be considered secured and/or private, for personal, political or unauthorized purposes, may result in termination of the agency's OPS Network™ and other penalties as provided by law.

The agency and its users agree to hold Online Policing Solutions, Inc. harmless for information that is disclosed and is later determined by any court to have been for unauthorized or illegitimate purposes.

The agency understands that many agencies operate on the OPS Network™ and if the information being requested will involve a member of another agency, some information may be redacted or permission may be needed from the effected member or agency.

Requests for legal assistance should be forwarded to:

legal@opspolice.com

5. NETWORK OVERSIGHT

All agencies that activate their OPS Network™ do so through a very stringent validation process that includes several steps:

1. Agency ORI submission and verification.
2. Authorized governmental email verification.
3. Agency phone verification.

Each agency is claimed by the authorized executive officer via the above verification process and the agency agrees that the authorized executive is the responsible “Master Administrator” of their respective OPS Network™ and is responsible for the overall management and security of their respective OPS Network™ and for those members that are accepted to operate under the agency.

The agency administrator may direct another agency member(s) to manage the agency OPS Network™ on their behalf, and provide permissions to do so via the OPS Network™ staff permissions tools, but the ultimate responsibility for any breaches or violations belong to the agency chief executive/ master administrator.

IMPORTANT:

When an “Authorized Executive Officer” for an agency retires, leaves or severs ties with an agency, the agency must notify Online Policing Solutions, Inc. **IMMEDIATELY**, so that the “Authorized Executive Officer” can be removed and the appropriate “Authorized Executive Officer” can be verified.

6. ACCOUNT SECURITY

All agencies agree to (a) provide accurate, current and complete information as may be prompted by any registration forms in connection with OPS Services (“Registration Data”); (b) maintain the security of all agency member passwords; (c) maintain and promptly update the Registration Data and any other information you provide to OPS, and to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to and all Data and any other information you provide to OPS. You are responsible for all activity on your OPS account.

Online Policing Solutions, Inc. takes reliability and security seriously and we put a great deal of effort into ensuring that our network and services operate consistently, and that the OPS Network™ provides a secure environment for your data. We believe all OPS Networks, software and security technologies meet or exceed industry standards and we believe we provide you with a reasonably secure and safe environment. However, no system is perfectly secure or reliable and the agency and its users accept these risks, and the responsibility for choosing to use any technology as none can provide 100% perfect security, protection or reliability.

7. THIRD PARTY MATERIAL & SERVICES

The OPS Network™ may contain links to third-party Web sites (“Third-Party Sites”) and third-party content (“Third-Party Content”) as a service to those interested in this information. You use links to Third-Party Sites and any Third-Party Content or service provided there, at your own risk. OPS makes no claim or representation regarding Third-Party Content or Third-Party Sites, and provides them or links to them only as a convenience. Inclusion in the OPS Network™ of a link to a Third-Party Site or Third-Party Content does not imply OPS’ endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content. OPS accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third-Party Content, Third-Party Sites, or Web sites linking to the OPS Network™. When you leave the OPS Network™, our terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site, and should undertake whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

The agency and its members understand that they are also bound by any and all additional terms of services or conditions or rules provided by or set forth by third party or integrated service providers to include, but not to be limited to, Amazon, Amazon AWS, Google Maps/Google Earth, Facebook, Twitter, Instagram or any other third party solutions or social media outlets, as well as Google’s Privacy Policy. These terms are defined by the third party and can be found by visiting each entity respective website or by contacting them independent of OPS. By utilizing the OPS Network™, you agree that you have reviewed these third party terms and agree that you understand and will be bound to same.

8. COMMUNITY PRIVACY

Each agency understands that by utilizing the OPS Network™, certain privacy rights apply to the public. Any expressed privacy rights documented on the public website or Community Interface will be protected by Online Policing Solutions, Inc. and the agency agrees to protect and respect them as well.

These privacy rights involve the sharing of any information provided by community members, via the OPS Network™ agency's public website or Community Interface, to include:

- 1 Any and all subscriber information.
- 2 Any Internal Affairs/Citizen Complaint information.
- 3 Any information submitted via any submission form.
- 4 Any information submitted via the Community Camera Submission portal.
- 5 Any information submitted via the Officer Commendation System.
- 6 Any information provided via the OPS Network™ TIP System.
 - a. The agency agrees that the confidential information provided through the OPS Network™ TIP System is anonymous for a reason and no agency will request that Online Policing Solutions, Inc., reveal this information.
 - b. In order for the TIP System to be utilized with confidence, and hence be an effective law enforcement tool, users must feel confident that their identity will truly be kept "anonymous".
 - c. Online Policing Solutions, Inc., WILL NOT provide any identifying information, IP addresses, or any information in regards to an anonymous tipster under any circumstance unless the matter involves an immediate and active threat to human life or property that would, by the reasonable person standard, be absolutely critical to save life or a substantial loss of property.

The agency's OPS Network™ website and Community Interface is maintained by the agency and all information provided by the community is the responsibility of the agency. Any disclosure of this information, by any authorized agency member, is the responsibility of the agency and not Online Policing Solutions, Inc.

9. NETWORK SUPPORT

As part of this “Partnership Project”, each OPS Network™ agency agrees to support the network financially for the continued growth and development of all partner agencies.

All agencies support the network with the same low cost fees and contributions and the agency agrees that there are no special offers or “discount fees” for certain agencies permitted except under very special circumstances which the agency agrees will be disclosed to any Partner Agency that requests the same. The cost of the OPS Network™ is low based on the continued support of all partner agencies and only functions at a high level, and low cost, if all agencies support the network with these minimal fees.

There is no cost for basic use of the OPS Network™ Community Interface and website.

OPS Network™ Partner Agency Contributions: All partner agencies contribute minimal basic fees and minimal per user fees to support the network and all of their partner agencies. (See OPS for Support Contribution Terms) As a full Partner Agency, these fees grant access to ALL OPS Network™ tools and modules. The agency understands that, while there are no hosting fees, per module costs or additional charges above the universal network support fees, the agency is responsible to maintain their independent domain name and domain security certificate and are responsible for the costs to maintain same. As long as all agencies support the network, they are granted access to all available and future tools within the OPS Network™.

The agency agrees that only **ACTIVELY SWORN LAW ENFORCEMENT** members will be granted access to the OPS Network™ as a “sworn officer” (and have access to the OPS Network™ Messenger and Group Communications tools) and ALL active officers currently assigned to the agency will be required to be registered with the network and the associated support fees will reflect the total of sworn personnel.

Civilian agency members will be listed in the network as “Civilian” and can be granted limited access to the network, and certain features, at no cost but shall NOT be granted rights to the OPS Network™ Messenger and Group Communications tools.

10. TERMINATION OF SERVICES

Any agency who becomes a full Partner Agency can “unsubscribe” from the OPS Network™ at any time and there are no “contracts” locking agencies into a service term. Once the agency “unsubscribes”, they understand that all services will be no longer available, but can be re-activated at any time.

Notwithstanding any provision of these Terms, OPS reserves the right, without notice and in its sole discretion, without any notice or liability to you, to (a) terminate your license to use the OPS Network™, or any portion thereof and the rights of any third party to which you have granted access to your User Content; (b) block or prevent your future access to and use of all or any portion of any OPS Service or Content and the rights of any third party to which you have granted access to your User Content; (c) change, suspend or discontinue any aspect of the OPS Network or Content; and (d) impose limits on the OPS Network™ or Content.

In the event an OPS Network Partner Agencies account is terminated, the applicable User Content will, shortly thereafter, no longer appear on the OPS Network™. We may or may not retain an archival copy of such User Content after termination, and the OPS Network Partner Agency hereby grants us a non-exclusive, perpetual, irrevocable license to maintain such archival copy for our internal business purpose to include the maintaining of the information in the case that the agency wishes to re-activate its network.

11. APPLICABLE LAW & VENUE

All OPS Services are controlled by OPS and operated by it from its corporate offices in New Jersey. The agency and OPS explicitly agree that all disputes, claims or other matters arising from or relating to any use of the Content, the OPS Network or these Terms will be construed in accordance with the laws of the State of New Jersey without regard to its conflicts of law principles. All disputes under this Agreement shall be resolved by the State courts of Cumberland County in the State of New Jersey and each party consents to the exclusive jurisdiction of such courts and hereby waives any jurisdictional or venue defenses otherwise available to it.

You will be responsible for compliance with all local laws of the jurisdiction within which you use the OPS Network™ and the agency agrees to indemnify OPS and the other Released Parties for your failure to comply with any such laws.

12. AUP CHANGES AND LIABILITY

Online Policing Solutions, Inc. reserves the right to modify this AUP from time-to-time, in its sole discretion. Any use of the OPS Network™ and Services after such modification shall constitute acceptance of such modification.

Online Policing Solutions, Inc. makes no warranties of any kind, either express or implied, that the functions of the OPS Network™ will be error-free or without defect. Online Policing Solutions, Inc. is not responsible for any damage Users may suffer, including but not limited to, loss of data or interruptions of service. Online Policing Solutions, Inc. is also not responsible for the accuracy or the quality of the information obtained through or stored on the system. Online Policing Solutions, Inc. is not responsible for any financial obligations arising from the unauthorized use of any materials displayed, shared or posted in the OPS Network™ by any agency or member.

Any violation of this AUP may result in corrective action up to and including termination of the user or Partner Agency's use of the OPS Network™, civil and/or criminal prosecution.

For More Information:

<https://onlinepolicingsolutions.com>

833-677-2677

admin@opspolice.com

support@opspolice.com

legal@opspolice.com

Full Terms and Conditions: <https://onlinepolicingsolutions.com/terms/>

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