



AMERICAN  
IMMIGRATION  
LAWYERS  
ASSOCIATION

## **AILALink Terms & Conditions**

I have read and understand the following:

### **1. Use of AILALink Login Credentials**

AILALink login credentials are for the use of the named subscriber only.

### **2. Copyright Information**

The contents available on AILALink are copyrighted by the American Immigration Lawyers Association (AILA) unless otherwise indicated. All rights are reserved by AILA, and content may not be reproduced, downloaded, disseminated, published, or transferred in any form or by any means, except with the prior written permission of AILA, or as indicated below. No copyright is claimed on unaltered U.S. government materials. Copyright infringement is a violation of federal law subject to criminal and civil penalties.

### **3. Trademark Information**

AILALink and the AILALink logo are service marks of the American Immigration Lawyers Association and may not be used in any advertising or publicity, or otherwise to indicate AILA's sponsorship of or affiliation with any product or service, without AILA's prior express written permission. The AILALink logo may not be reproduced on any website (other than the official AILA National Office and Chapter websites). Nor may the logo be used in any other manner, such as on business cards or advertising.

### **4. Reprint Permission**

Any reprinting of any content on AILALink (including reposting of AILALink content on a private website) is by permission only. Reprint permission can be obtained from AILA. E-mail your request to [books@aila.org](mailto:books@aila.org).

Subscribers to AILALink may download or print pages or other content for their own use or for their client's use, consistent with the mission and purpose of AILALink and consistent with the license agreement. However, no part of such content may be otherwise or subsequently reproduced, downloaded, disseminated, published, or transferred in any form or by any means, except with the prior written permission of, and with express attribution to AILA.

### **5. Licensing Agreement**

Use of AILALink is governed by the AILALink licensing agreement, the text of which is produced on page 2.

## AILALink Licensing Agreement

American Immigration Lawyers Association (AILA) agrees to grant to [the end user] a subscription to its online research database (AILALink) for the period purchased by the [end user]. This subscription shall entitle the [end user] access to the AILALink database.

The end user agrees to the following:

1. American Immigration Lawyers Association (AILA) is owner of the AILALink database and all intellectual property rights embodied therein, including copyrights and trademarks. AILALink is protected by United States copyright and trademark laws and international treaty provisions. This Agreement provides the [end user] only a limited use license and no ownership of any intellectual property.
2. The [end user] may not: (i) modify or translate the AILALink website or its contents beyond reasonable translation for reading purposes; (ii) re-sell any IP-based subscription to a third party; (iii) create derivative works based on AILALink contents; (iv) merge the AILALink Database with another product; (v) a Library may not “*except as authorized by 17 U.S.C. §108*, export or distribute or republish AILALink content without prior written approval from AILA; or (vi) charge a fee or royalty, or request donations, for access to AILALink. The [end user] may print or copy what may be considered “usual and customary” in the normal course of research performed using the AILALink database.
3. Warranty Statement: AILA provides AILALink “as is”. AILA makes no warranty of any kind, express or implied. There is no warranty or guarantee that AILALink access will be uninterrupted, error free, or that it will meet any particular performance standard. AILA will provide reasonable advance notice of any expected downtime and will make reasonable efforts to promptly restore access. AILA is not responsible for providing technical support to the AILALink [end user]. If there are questions regarding the use of AILALink, the administrator should contact [AILALink@aila.org](mailto:AILALink@aila.org). In the case of a library, students or other library patrons should not contact AILA directly.
4. In no event and under no legal theory, including without limitation, tort, contract, or strict products liability, shall AILA be liable to you or any other person for any indirect, special, incidental, or consequential damages of any kind, including without limitation, damages for loss of goodwill, work stoppage, computer malfunction, or any other kind of commercial damage, even if AILA has been advised of the possibility of such damages. In no event shall AILA be liable for damages in excess of the AILA list price for the AILALink database license.
5. This agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. This agreement shall be interpreted according to the laws of the state of New York. Suit shall only be brought in the local or federal courts of the District of Columbia.