



AKO TERMS OF USE/TERMS OF SERVICE

Last Updated: 30 November 2016

Army Knowledge Online (AKO) is provided by the United States Department of Defense (DoD).

These Terms of Use/Terms of Service govern use of the sites, content, software and services offered through and by AKO.

Using AKO represents agreement to the terms of use and service detailed in this document. Use is consent to the information practices detailed on the AKO portal login screen, and consent to receive required notices and other electronically transmitted information.

I. CHANGES TO THE TERMS OF USE AND SERVICE

AKO may change these terms of use/service at any time. AKO is not responsible for notifying users when the terms have changed; users can review the current version at any time via the "Terms" link on the AKO login screen. Continued use of AKO after updated terms are posted signifies ongoing acceptance.

These terms of use/service are in addition to any and all applicable DoD regulations. If a conflict arises between the AKO Terms of Use/Terms of Service and a DoD regulation, the DoD regulation supersedes. The invalidation of a specific clause does not affect the rule and force of all remaining terms.

II. REGISTERED USERS

Services are available only to registered users of AKO. Entry into AKO is regulated by secure login; for most users, this requires a Common Access Card (CAC)/Personal Identity Verification (PIV) and personal identification number (PIN).

AKO consists of the portal, organizational pages and files, personal sites and files, and Army-specific content, along with various content and offerings from AKO partners and organizations. Features, content, services, and partners can be added at any time without notice.

AKO is a portal which, by definition is a site providing access or links to other sites; as a result, the vast majority of its content is managed by third parties and not by AKO or its parent organization, Enterprise Content Collaboration and Messaging (EC2M).

As such, AKO does not endorse and is not responsible for the content or services offered by other organizations or companies. Users are advised to exercise caution when logging into or sharing information with third-party sites.



III. ADDITIONAL TERMS

Certain areas of AKO (e.g., sites files are uploaded/downloaded) may include additional usage guidelines, rules, and agreements that supplement these Terms of Use/Service. Using those services on or through AKO indicates compliance with those guidelines.

Access to AKO (i.e., the ability to log in) does not automatically grant access to all areas. Content throughout the portal is managed by admins through the use of permissions. If a user attempts to access content restricted to him/her, an appropriate error/information message will advise them of such.

AKO and its users may create and disseminate information to a specific audience without incurring any obligation to make such information, including items returned by search, generally available at any time.

IV. ELECTRONIC DELIVERY POLICY

AKO electronically publishes all required notices, agreements, policy changes, etc. No hard-copy/email distribution will occur; users are responsible for reading and complying with notices as posted.

V. CHANGES TO AKO

AKO may discontinue or change any service or feature on AKO at any time and without notice. AKO may terminate the display or availability of any content without notice, at any time, in its sole discretion, without obligation to explain or replace such information.



VI. USER RESPONSIBILITIES

Users may not submit or transmit through AKO any material, or otherwise engage in any conduct that:

- a. violates or infringes the rights of others up to and including: patent, trademark, trade secret, copyright, publicity or other proprietary rights;
- b. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions or accounts of: sexual acts, bodily waste functions, criminal activity or the intent to commit any of the above;
- c. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d. impersonates any person, business or entity, including AKO and its employees and agents;
- e. contains viruses, worms, Trojan horses, ransomware, spyware, adware, or other malicious code; files or programs that interrupt, destroy, or limit the functionality of computer software, hardware or telecommunications equipment; files, programs, or code that permits the unauthorized use of a computer or computer network;
- f. encourages or carries out conduct constituting a criminal offense, or gives rise to civil liability;
- g. promotes or advertises a commercial entity or uses email to distribute information regarding the availability, services or features of any commercial enterprise;
- h. promotes or advertises any non-DoD religious entity or uses email to distribute information regarding the availability, services, or features of any non-DoD religious entity;
- i. violates any part of these Terms of Use/Service or any guidelines or policy posted on AKO;
- j. violates any DoD regulation; or,
- k. interferes with the use of AKO by others.

Users may not employ AKO in any manner that could damage, disable, overburden, or impair its servers or networks, or interfere with any other party's use of AKO. Users may not attempt to gain unauthorized access to any services, user accounts, files, sites, computer systems, or networks by any means, up to and including: hacking, password mining, phishing, or identity theft. A user cannot employ AKO to conceal his/her true identity or to otherwise permit anonymous access. Users will not leverage AKO to access to other government or DoD sites they would not otherwise have access to.



VII. NO SPAM

Users may not transmit, directly or indirectly, any unsolicited bulk communications. Users may not harvest information about other AKO users for the purpose of, or to facilitate, the sending of unsolicited bulk communications. Users may not induce or allow others to violate the terms of this section.

AKO reserves the right to terminate access and/or accounts for any AKO user and/or to take applicable legal action against anyone who violates these provisions.

VIII. PROPRIETARY RIGHTS

The rights of all original content posted on AKO belongs to the content's poster or creator, as appropriate. Such content may fall under DoD regulations and/or other copyright or proprietary protections. Users may not copy or reproduce content posted on AKO without the express permission of the content provider. Users posting copyrighted material to AKO should include attribution for the source of the material.

IX. LICENSE TO USE AKO

In consideration for agreement to the terms and conditions contained here, AKO grants its users a personal, non-exclusive, non-transferable "license" to access and use the site. This permission grants the use of AKO, including all sites hosted within its portal, for non-commercial purposes or in support of the DoD or other the United States government organization.

Users may not employ data mining, bots, or similar data gathering and extraction tools within AKO and they may not circumvent any mechanisms in place to prevent the unauthorized reproduction or distribution of any content.

Users may not reproduce, reprint, copy, store, publicly display, broadcast, transmit, modify, translate, port, publish, sublicense, assign, transfer, sell, loan, or otherwise distribute content found on AKO without our prior written consent.

X. USER-PROVIDED CONTENT

Certain areas of AKO allow users to post content. All security settings and access authorizations of posted content are the responsibility of the content owner; care should be taken to ensure content is only accessible by and/or visible to appropriate individuals/groups.

User-generated posts cannot violate the Terms of Use/Service. All content posted on AKO is subject to review and removal, if it violates these terms, creates a security threat, or is otherwise deemed inappropriate. As such, content posted on AKO can be deleted, reviewed, edited, reversed-engineered or otherwise examined at any time and without notice or prior consent.



XI. NO DUTY TO MONITOR

Use of the site confers agreement that AKO is responsible for content posted/provided by others. AKO has no duty to monitor or screen content. As a rule, AKO does not regularly monitor content posted by users; as such, AKO is not responsible for any failure or delay in removing such material.

If objectionable or questionable material is not censored, edited or removed by AKO, it does not imply approval; any such content does not represent the opinion or stance of AKO, the Department of the Army, DoD or the United States government.

XII. INDEMNIFICATION

Users agree to indemnify and hold harmless AKO and the United States government from any claims, losses or damages, up to and including legal fees, resulting from any violation of these terms, including user content that does not conform to DoD regulation or these terms; additionally, users must fully cooperate in AKO's or the United States Government's defense against any such claims.

XVI. TERMINATION

Users granted access to AKO are responsible for maintaining the confidentiality their username/password (if applicable) and for restricting access when logged into the site. Users are responsible for all activities occurring under and activities performed through their account and/or with their password or CAC. Similarly, users who sponsor other users are responsible for the actions of those sponsored users.

Any violation of these Terms of Use/Service, or any related DoD policy or procedure, will result in automatic termination of user access to the site, up to and including any and all personal information or content stored in AKO.

AKO also reserves the right, with sole discretion, to terminate any users access to all or part of AKO, for any reason, at any time, with or without notice.