

**PORT AUTHORITY OF NEW YORK AND NEW JERSEY POLICE OFFICER
ONLINE APPLICATION PROCESS**

Privacy and Terms of Use

In order to access the **Web sites** for the Port Authority of New York and New Jersey Police Officer **Online Application Process** (the “**Sites**”), and to submit an **Application** for the Police Officer Examination (the “**Application**”), you must read and accept these **Privacy and Terms of Use** provisions.

Terms of Use

1. These Privacy and Terms of Use provisions constitute a contract between you and The Port Authority of New York and New Jersey (the “Port Authority”) with respect to your use of the Sites and your submission of an Application. Your use of the Sites and/or your submission of an Application constitute your express acknowledgment of and agreement to the terms, disclaimers, and conditions of use contained herein.
2. The Port Authority contracted with Performance Assessment Network (“PAN”), a leader in computer-based testing, to establish web sites to enable individuals who wish to become Port Authority Police Officers to submit an Application for the Police Officer Examination to the Port Authority. Only complete Applications will be processed; only Applications submitted on-line through the Sites established through PAN will be accepted. . A non-refundable application fee of \$65.00 is required; to be paid with a personal credit card bearing the MasterCard, Visa or American Express logo; or a prepaid credit/gift card bearing the MasterCard, Visa or American Express logo which can be purchased at local banks and retail stores. CHECKS OR CASH WILL NOT BE ACCEPTED.
3. The Port Authority of New York and New Jersey is an Equal Opportunity Employer.
4. The requirements and qualifications for appointment as a Police Officer or appointment to the Port Authority Police Academy are more fully provided elsewhere. To obtain materials relating to such requirements and qualifications, please go to the Port Authority’s website at www.jointheportauthority.com.
5. In obtaining access to the Sites, and in submitting an Application, you agree to furnish true and accurate information. Making a false statement of any material fact, practice, or attempt to practice any deception or fraud or misrepresentation in the Application, on any examination, or during any of

the procedures connected with possible appointment to the Port Authority Police Academy may result in disqualification from consideration for the position of Port Authority Police Officer.

6. The Port Authority is the sole owner of information collected on or through the Sites or the Application, which may be administered, operated, reviewed, and maintained by the Port Authority or for the Port Authority by contractors. You have no ownership interest in or property rights to the information provided through or maintained on the Sites.
7. Use of the Sites by minors (that is, persons under the age of 18) is prohibited. We ask that minors, or anyone else without a legitimate basis to do so, not seek access or submit any information to the Sites.
8. Except as may be specifically permitted herein, information provided by the Port Authority on the Sites may not be reproduced in any form, or by any means, without express prior written permission from the Port Authority. Users are not permitted to modify, distribute, publish, transmit, download, print, or create derivative works of any material found on the Site. Material contained on the Site is the property of the Port Authority and is protected by copyright. Misuse of the Site or the Application may result in appropriate actions, including disciplinary action if misuse is by an employee of the Port Authority or Port Authority Trans-Hudson Corporation.
9. The Port Authority may at any time, with or without cause or notice, in whole or in part, a) temporarily or permanently cease its operation of the Site or the acceptance of Applications, or the acceptance of information through the Site; b) revoke or modify your access to the Site or your ability to submit an Application through the Site; and c) supplement and/or amend these Privacy and Terms of Use provisions.
10. The Port Authority does not assume any responsibility for the accuracy, completeness, or condition of the information displayed on the Site. Although the Port Authority has provided the Sites, through PAN, to gain accurate and timely information from individuals who wish to be considered for the position of Police Authority Police Officer, the Port Authority assumes no responsibility for the accuracy of any information contained herein.
11. All information provided on the Sites is subject to update and change. No representations are made that the information is without errors or omissions that may be considered material. The Port Authority assumes no responsibility in connection with or arising out of your use of the Site or submission of an Application including, without limitation: (a) any failure for any reason in Site operation or accessibility or the submission of an Application; (b) the accuracy, timeliness, completeness, condition, or reliability or availability of any information provided or intended to be provided on the Site; and (c) any loss or damages

incurred by you from your use or attempted use of the Site or submission of an Application.

12. NEITHER THE PORT AUTHORITY, NOR THE COMMISSIONERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES OF THE PORT AUTHORITY, NOR THE PORT AUTHORITY'S CONTRACTORS ASSOCIATED WITH THE PROVISION OF THE SITE OR THE SUBMISSION OF AN APPLICATION (IF ANY), SHALL BE LIABLE TO YOU OR OTHERS FOR LOSS OR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY DIRECT DAMAGES OR ANY SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR ANY CONSEQUENTIAL DAMAGES, ARISING OUT OF YOUR ACCESS TO, OR INABILITY TO ACCESS, THE SITE OR TO SUBMIT AN APPLICATION, OR YOUR USE OF OR RELIANCE UPON THE SITE OR ITS CONTENT. THE PORT AUTHORITY EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED BY LAW.

13. These Privacy and Terms of Use provisions supersede any prior or collateral understanding, verbal or written, that you may have received relative to the Site or Port Authority employment.

14. No failure or delay by the Port Authority in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

15. Choice of Law and Forum

These Privacy and Terms of Use provisions shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and/or applicable Federal law. You hereby expressly agree that exclusive jurisdiction for any claim, action or proceeding arising out of these Privacy and Terms of Use provisions, or your use of the Site shall vest only in the state and/or Federal courts located in the County of New York, State of New York, and you further agree to submit to the exercise of personal jurisdiction by such courts in order to litigate any such claims, actions, or proceedings. You hereby acknowledge that any such claims, actions, or proceedings brought by you against the Port Authority or PATH will be subject to the laws of the States of New York and New Jersey governing suits against the Port Authority.

16. Communications with the Port Authority through the Sites shall not be considered to constitute legal notice when such notice is required by law, rule, or regulation.

17. Severability and Integration

These Privacy and Terms of Use provisions constitute the entire agreement between you and the Port Authority with respect to your use of the Sites or your submission of an Application. If any part of this agreement is determined to be unenforceable or invalid for any reason, such portion shall be interpreted in a

manner that is consistent with applicable law and the intent of the parties, and the remaining portions shall remain in full force and effect.

18. Trademarks, Logos and Service Marks

The trademarks, logos and service marks (“Marks”) displayed on the Sites are the property of the Port Authority or third parties. You are not permitted to use these Marks without the prior written consent of the Port Authority or such third-party owners.

19. Hyperlinks to Third-Party Web sites

The Sites may include hyperlinks to other Web sites that may be helpful or useful to you. These hyperlinks are offered only for your convenience, and the fact that such hyperlinks are offered does not indicate the Port Authority’s adoption or endorsement of the content of any hyperlinked third-party Web sites. Once you have exited the Sites through a hyperlink, you will be governed by the terms of use and privacy protections of the Web site to which you have been hyperlinked. Therefore, it is your sole responsibility to evaluate such third-party Web sites to determine whether they are suited to your needs, including, among other things, whether the content is reliable, whether your privacy will be protected and whether the level of security provided is adequate for your particular use.

Privacy

20. This statement addresses the collection, use, and dissemination of the personal information which provided or maintained as a result of your use of the Sites.

21. We provide this statement in order to allow you to make an informed decision regarding your use of the Sites and to submit an Application, and to demonstrate our high level of commitment to protecting your privacy. The following discloses the information-gathering and dissemination practices for the Site:

This statement applies only to the *Port Authority of New York and New Jersey Police Officer Application process Web Sites* operated by **Performance Assessment Network (PAN)** on behalf of the Port Authority of New York and New Jersey (the “Port Authority”). **PAN** is committed to protecting the privacy of visitors and users of these our sites and services. These sites contain links to other sites, and the Port Authority and PAN are not responsible for the privacy practices of those other sites.

We provide this information in order to allow you to make an informed decision regarding your use of the Sites, to submit an Application for Police Officer Examination (the “Application”), and to demonstrate our high level of commitment to protecting your privacy. The following discloses the information-gathering and dissemination practices for the Sites:

Informed Consent

The *Port Authority of New York and New Jersey Police Officer Application* process web sites collect your personal information only with your informed consent. It uses your information for personalization, identification, and communication. If you access this web site from a country in the European Union, all personal information you supply to PAN will be treated in accordance with the European Data Protection Directive.

If you respond to the *Port Authority of New York and New Jersey Police Officer Application* process web sites about materials presented on these web sites with questions, comments or similar feedback, your response will be non-confidential. By sending **PAN** the response, you grant **PAN** an irrevocable unrestricted license to use, reproduce, distribute, and modify the information in your response, and you agree that **PAN** is free to use for any purpose whatsoever any ideas or concepts contained in your response. However, **PAN** will not release your name or publicize the fact of your response unless: a) you give permission; b) you are first notified before you respond to a particular part of this site that any response may be published and used; c) as is required by law.

The information we receive depends on what you do when visiting this site.

Testing

When taking an assessment through **PAN**, you are required to enter personal information. **PAN** uses your information for identification and communication only. This information is sent to the Port Authority along with your test scores. **PAN** is not responsible for the use of this information by the Port Authority. **PAN** does not sell or redistribute your individual information to any other parties.

PAN does reserve the right to use your demographic information without any individual identifying data (such as your name or e-mail address) and raw test data for any purpose.

If you have questions or comments about our privacy policy and practices, please contact **PAN**.

22. Personal Information Collection and Use

The Port Authority is the sole owner of information collected on or through the Sites or the Application, which may be administered, operated, reviewed, and maintained by the Port Authority or for the Port Authority by contractors. You have no ownership interest in or property rights to the information provided through or maintained on the Sites.

The Port Authority will not sell, share, or rent the information you provide to us in any way other than as disclosed in these Privacy and Terms of Use and Privacy provisions.

We collect and use personal information in connection with your Application, the examination, and consideration of your possible appointment as a Police Officer or to the Port Authority Police Academy.

23. Who We Share Your Personal Information With

Your personal information may be shared with the following:

- Employees, contractors and agents of the Port Authority, pursuant to Port Authority policies and procedures;
- Individuals, institutions, agencies, and companies in the course of conducting comprehensive background investigations
- Individuals who request information from the Port Authority, including but not limited to individuals who request information pursuant to the Port Authority's policy on Freedom of Information; and
- Other governmental agencies for public safety, law enforcement or regulatory and/or investigatory purposes.

Please be aware that in certain cases we may be legally obligated to share your personal information. Instances that may involve such a legal obligation include, without limitation, the following:

- Compliance with a court order; and
- Compliance with the Port Authority's policy on Freedom of Information.