

Linking Agreement

State of Hawaii Department of Commerce and Consumer Affairs (“DCCA”) maintains a web site with the homepage URL of "www.hawaii.gov/dcca". _____ (“Linking Entity”) whose homepage URL is _____ desires to place a hypertext link on its web site which will allow users of the web site to access certain pages of the web site of the DCCA. DCCA is willing to grant permission to Linking Entity to establish the hypertext link in accordance to the terms and conditions contained in this Linking Agreement (“Agreement”).

Subject to the provisions in this Agreement, DCCA hereby grants to Linking Entity permission to place a hypertext link on Linking Entity's web site as follows:

URL of the location of the link on Linking Entity's web site: _____

Text of hypertext link on Linking Entity's web site: _____

URL of the webpage on the DCCA's web site to be linked: _____

This permission is revocable, nonexclusive, and shall continue for a period of two years from _____ (DCCA will date upon approval). At the end of the term of this Agreement, Linking Entity shall remove all links to the DCCA webpage from its webpages. Linking Entity does not obtain nor acquire any trademark rights or other intellectual property rights by the permission granted.

Standards and Notifications.

A. The link on Linking Entity's web site must use the base URL www.hawaii.gov/dcca. The actual URL used by the Linking Entity will depend on the particular page, subpage or web site being linked.

B. The DCCA reserves the right to change its web site at any time without notice. Accordingly, it is the responsibility of Linking Entity to continuously verify its links to the DCCA's web site.

C. Linking Entity shall not capture the DCCA's web site, subpage or content within its frames, or otherwise present the DCCA's web site, subpage or content as its own.

D. Linking Entity's link to the DCCA's web site, subpage or content should be a full forward link that passes the client browser to the DCCA's web site unencumbered. The BACK button should return the visitor to the Linking Entity's site if the visitor wishes to back out.

E. Linking Entity shall not link to individual graphics or tables within the DCCA's web site, subpage or content, especially in an effort to place the downloading burden on the DCCA's servers. Such an action will be treated by the DCCA as exceeding the permission granted by this Agreement, as well as a misuse of the DCCA's web site, subpage or content, and the associated computer system.

F. The DCCA maintains and will defend a copyright interest in its web site, subpage and content.

G. By establishing a link to the DCCA website, Linking Entity is deemed to have agreed to the terms and conditions of the DCCA website and of this Agreement.

Termination or Revocation of Agreement.

At any time, DCCA may terminate or revoke its permission granted under this Agreement, with or without cause. A termination or revocation of this Agreement shall take effect as follows:

1. Upon notice to the Linking Entity by email, telephone, mail or facsimile, of the termination or revocation of this Agreement; or
2. As may be otherwise agreed in writing by Linking Entity and the DCCA.

If DCCA terminates or revokes its permission to link to the DCCA webpage, Linking Entity will immediately remove all links to the DCCA webpage from its webpages.

Amendments.

DCCA may amend this Agreement at any time. Linking Entity agrees to abide by this Agreement and all other terms and conditions of the DCCA website, as amended from time to time.

Contact persons.

LINKING ENTITY INFORMATION:

Name: _____

Title: _____

Mailing Address: _____

e-mail: _____

Telephone: _____

Facsimile: _____

DCCA CONTACT APPROVER (DCCA will fill out this section and return) :

Name: _____

Title: _____

Mailing Address: _____

e-mail: _____

Telephone: _____

Facsimile: _____

Governed by Hawaii Law.

This Agreement is governed by and construed in accordance with the laws of the State of Hawaii. Any dispute arising out of or relating to these terms, or access and use of this web site shall be decided under the laws of and in the state courts in the State of Hawaii, and Linking Entity consents to and submits to the personal jurisdiction of such courts for the purpose of adjudicating such dispute.

Severability.

If any provision in this Agreement shall be determined to be unlawful, void or unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from the remaining terms and shall not affect the validity and enforceability of the remaining provisions in this Agreement.

Approved by:

Kevin G. Thornton
I.S. Manager

Date