

Privacy and Terms of Use

Terms of Use

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 submission of an Application for the Port Authority's Police Officer Evaluation Process (the "Application") and the Random Selection, Written and Physical Testing, Background Investigation, Candidate Review Board, Psychological and Medical Evaluation, Job Offer, and Pre-Hire On-Boarding activities that may result from the Application. Your submission of an Application constitutes your express acknowledgment of an agreement to the terms, disclaimers, and conditions of use contained herein.

The Port Authority has contracted with PoliceApp, a leader in law enforcement applicant tracking systems, to enable individuals who wish to become Port Authority Police Officers to submit an Application to the Port Authority. Only complete Applications will be processed and only Applications submitted on-line through the Sites established through PoliceApp will be accepted. A non-refundable/non-transferable application fee of \$25 is required to be paid with a personal credit card bearing the Visa, MasterCard, American Express, or Discover logo; or a prepaid credit/gift card bearing the Visa, MasterCard, American Express, or Discover logo which can be purchased at local banks and retail stores. CHECKS OR CASH WILL NOT BE ACCEPTED. Only randomly selected candidates will be able to proceed past the application stage. Additional fees for written testing (\$20), physical performance testing (\$20), and background investigation (\$35) are required of eligible candidates under the same terms as noted above.

The Port Authority of New York and New Jersey is an Equal Opportunity Employer.

The requirements and qualifications for appointment to the Port Authority Police Academy and as a Police Officer upon successful completion of the Police Academy may be found at the Port Authority's website at PAPDrecruit.com.

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.

The Port Authority is the sole owner of information collected on the Application or on or through PoliceApp, 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 or on or through PoliceApp.

Use of PoliceApp by minors (that is, persons under the age of 18) to apply to the Port Authority is prohibited. We ask minors, or anyone else without a legitimate basis to do so, not seek access or submit any information to the Port Authority through PoliceApp.

Except as may be specifically permitted herein, information provided by the Port Authority through PoliceApp 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 provided by the Port Authority through PoliceApp is the property of the Port Authority and is protected by copyright. Misuse of PoliceApp 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.

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 PoliceApp or the acceptance of Applications, or the acceptance of information through PoliceApp; b) revoke or modify your ability to submit an Application through PoliceApp; and c) supplement and/or amend these Privacy and Terms of Use provisions.

The Port Authority does not assume any responsibility for the accuracy, completeness, or condition of the information displayed on PoliceApp. Although the Port Authority believes it will provide PoliceApp 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 therein.

All Port Authority information provided through PoliceApp 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 PoliceApp or submission of an Application including, without limitation: (a) any failure for any reason in PoliceApp 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 PoliceApp; and (c) any loss or damages incurred by you from your use or attempted use of PoliceApp or submission of an Application.

NEITHER THE PORT AUTHORITY, NOR ITS COMMISSIONERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS ASSOCIATED WITH THE PROVISION OF POLICEAPP 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.

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

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.

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 PoliceApp 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 will be subject to the laws of the States of New York and New Jersey governing suits against the Port Authority.

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

Severability and Integration

These Privacy and Terms of Use provisions constitute the entire agreement between you and the Port Authority with respect to your submission of an Application and any steps in the process that may result (i.e. Random Selection, Written Test, Physical Test, Background Investigation, Candidate Review Board, Psychological Evaluation, Medical Evaluation, Job Offer, Pre-Hire On-Boarding Activities). 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.

Trademarks, Logos and Service Marks

The trademarks, logos and service marks (“Marks”) related to the Port Authority and displayed on PoliceApp 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.

Hyperlinks to Third-Party Web sites

PoliceApp 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 PoliceApp 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

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

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

This statement applies only to the *Port Authority of New York and New Jersey Police Officer Application* process Web Sites operated by PoliceApp on behalf of the Port Authority of New York and New Jersey (the “Port Authority”). PoliceApp is committed to protecting the privacy of visitors and users of these sites and services. These sites contain links to other sites, and the Port Authority and PoliceApp 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 PoliceApp to submit an Application for Police Officer Evaluation Process (the “Application”), and to demonstrate our high level of commitment to protecting your privacy. The following discloses the information-gathering and dissemination practices of the Port Authority:

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 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 PoliceApp the response, you grant PoliceApp an irrevocable unrestricted license to use, reproduce, distribute, and modify the information in your response, and you agree that PoliceApp is free to use for any purpose whatsoever any ideas or concepts contained in your response. However, PoliceApp 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

The Port Authority has contracted with Performance Assessment Network (PAN) for scheduling and administration of the PAPD Police Officer Written Test. When registering/scheduling and/or taking the

written test through *Performance Assessment Network (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 and PoliceApp along with your test scores. *PAN* is not responsible for the use of this information by the Port Authority or PoliceApp. *PAN* does not sell or redistribute your individual information to any other parties.

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

Personal Information Collection and Use

The Port Authority is the sole owner of information collected on its behalf on or through PoliceApp and/or PAN, 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 PoliceApp or PAN on behalf of the Port Authority

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 evaluation process, and consideration of your possible appointment to Port Authority Police Academy and as a Police Officer upon successful completion of the Police Academy.

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; 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/or
- Compliance with the Port Authority's policy on Freedom of Information.