



# Web Site Linking Agreement

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This Linking Agreement (“Agreement”) is made between \_\_\_\_\_

(“Linking Entity”) whose homepage URL is \_\_\_\_\_ ,

and AGA Hawaii which maintains a web site with homepage URLs of “[www.agahawaii.org](http://www.agahawaii.org)”, “[www.agahawaii.us](http://www.agahawaii.us)”, “[www.agahawaii.net](http://www.agahawaii.net)”, and “[www.agahawaii.com](http://www.agahawaii.com)”, and “[www.agahawaii.info](http://www.agahawaii.info)”.

The parties agree as follows:

WHEREAS, Linking Entity desires to place a hypertext link on its web site which will allow users of the web site to access certain pages of the AGA Hawaii web site;

WHEREAS, AGA Hawaii, a corporation in the State of Hawaii, is willing to grant permission to Linking Entity to establish the hypertext link in accordance to the terms and conditions contained in this agreement;

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

Subject to the provisions in this Agreement, AGA Hawaii 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 AGA Hawaii’s web site to be linked:

\_\_\_\_\_

This permission is revocable, nonexclusive, and shall continue for a period of one year from \_\_\_\_\_. 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 one of the following base URLs:

[www.agahawaii.org](http://www.agahawaii.org)  
[www.agahawaii.us](http://www.agahawaii.us)  
[www.agahawaii.net](http://www.agahawaii.net)  
[www.agahawaii.com](http://www.agahawaii.com)  
[www.agahawaii.info](http://www.agahawaii.info)

The actual URL used by the Linking Entity will depend on the particular page, sub page or web site being linked.

If Linking Entity wishes to link to a sub page of the AGA Hawaii web site, the link must use one of the following base URLs mentioned above.

The actual URL used by the Linking Entity will depend on the particular page, sub page or web site being linked.

B. AGA Hawaii 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 AGA Hawaii web site.

C. Linking Entity shall not capture AGA Hawaii web site, sub page or content within its frames, or otherwise present the AGA Hawaii web site, sub page or content as its own.

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

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

F. AGA Hawaii maintains and will defend a copyright interest in its web site, sub pages and content.

## **Extension of Term of the Permission**

By mutual written consent of Linking Entity and AGA Hawaii, the term of the permission granted in this Agreement may be extended.

## **Termination or Revocation of Agreement**

At any time, Linking Entity may terminate or revoke this Agreement, with or without cause. At any time, AGA Hawaii may terminate or revoke this Agreement, with or without cause. Any termination or revocation of this Agreement shall take effect on the 7th day after notice of the termination or revocation of this Agreement has been sent by e-mail to the contact persons, or as may be otherwise agreed to in writing by Linking Entity and AGA Hawaii.

## **Amendments**

This Agreement may be amended by mutual written consent of Linking Entity and AGA Hawaii.

Contact and signing persons

### **LINKING ENTITY:**

Name:

Title:

Mailing Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **AGA Hawaii:**

Name:

Title:

Mailing Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

These terms shall be 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 the Linking Entity hereby 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.