

## **CITY OF MADRAS LIABILITY DISCLAIMER AND USER AGREEMENT**

### **GENERAL:**

This Web site is offered to you, the user ("User"), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification. User access and use of this site constitutes acceptance of these terms and conditions.

This is a City of Madras computer system, provided as a public service. Government personnel and the general public may use this system to review and retrieve publicly available government information. User agrees to use this Web site as permitted by applicable local, state, and federal laws.

Anyone using this system expressly consents to administrative monitoring at all times. You (User) are further advised that system administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If you (User) do not wish to consent to monitoring, exit this system now.

### **DISCLAIMER OF LIABILITY AND RELIABILITY:**

In preparation of these sites, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information may occur. In particular but without limiting anything here, the City of Madras disclaims any responsibility for typographical errors and accuracy of the information that may be contained on City of Madras web pages. The information and data included on City of Madras servers have been compiled by City of Madras staff from a variety of sources, and are subject to change without notice to the User. The City of Madras makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of such information and data.

In any situation where the official printed publications of the City of Madras differ from the text contained in this system, the official printed documents take precedence. The services, information, and data made available at the City of Madras website are provided "as is" without warranties of any kind. The City of Madras makes no representations or warranties regarding the condition or functionality of this Web site, its suitability for use, or that this Web Service will be uninterrupted or error-free.

If misleading, inaccurate or otherwise inappropriate information is brought to our attention, a reasonable effort will be made to fix or remove it.

### **LINKS TO THIRD PARTIES' WEB SITES:**

There are links and pointers to third party Internet websites contained in the City of Madras' website. These sites linked from the City of Madras website are not under the City's control. The City of Madras does not assume any responsibility or liability for any information, communications or materials available at such linked sites, or at any link contained in a linked site. The City of Madras does not intend these third party links to be referrals or endorsements of the linked entities by the City, and are provided for convenience only. Each individual site has its own set of policies about what information is appropriate for public access. User assumes sole responsibility for use of third party links and pointers.

### **DISCLAIMER OF DAMAGES:**

By using City of Madras Web pages, the User assumes all risks associated with the use of this site, including any risk to User's computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated via a City of Madras Web page or User's access to it. The City of Madras shall not in any event be liable for any direct, indirect, punitive, special, incidental, or consequential damages, including, without limitation, lost revenues, or lost profits, arising out of or in any way connected with the use or misuse of the information or lack of information on the City of Madras Web site or with the delay or inability to use this web site, or from any information, documents, services, software, or other material obtained through this web site, or otherwise

arising out of the use of this web site, whether based on contract, tort, strict liability or otherwise, even if the City of Madras and/or any of its employees/affiliates has been advised of the possibility of damages. The City of Madras shall not be liable for any loss or injury caused in whole, or in part, by its actions, omissions, or contingencies beyond its control, including in procuring, compiling, or delivering the information, or arising out of any errors, omissions, or inaccuracies in the information regardless of how caused, or arising out of any user's decision, or action taken or not taken in reliance upon information furnished.

#### **DISCLAIMER OF ASSOCIATION WITH USER:**

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and the City of Madras as a result of this Agreement or use of this Web site. User agrees not to hold himself or herself out as a representative, agent, or employee of the City of Madras and the City of Madras shall not be liable for any representation, act or omission of the User.

#### **DISCLAIMER OF ENDORSEMENT:**

Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the City of Madras. The views and opinions of authors expressed herein do not necessarily state or reflect those of the City of Madras, and shall not be used for advertising or product endorsement purposes.

#### **DISCLOSURE OF INFORMATION ABOUT USER:**

Information provided exclusively to the City of Madras by a user through this Website may be subject to Oregon's public records law and other state and federal laws governing records disclosure/confidentiality for public entities. By way of example, and not as a limitation, the City of Madras will, whenever possible, seek to keep personal information about a user confidential if public disclosure would lead to an unreasonable invasion of privacy, unless a third party sufficiently demonstrates that the public interest requires disclosure under particular circumstances.

#### **USE OF BULLETIN BOARD, OR ANY OTHER COMMUNICATION OR INTERACTIVE FORUMS:**

To the extent that this Web site contains or may in the future contain bulletin boards, discussion webs, or other message, interactive or communication facilities involving the City of Madras or other users ("Forums"), the User agrees to use such forums only to send and receive messages and material that are proper and related to the particular forum. By way of example, and not as a limitation, the User agrees that when using a Forum, the User shall not violate the law by:

- Defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy and publicity) of others.
- Publishing, posting, distributing, or disseminating any defamatory, infringing, obscene, indecent or unlawful material or information.
- Uploading or downloading files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the User owns or controls the rights thereto or has received all necessary consents.
- Knowingly introducing viruses, corrupted files or any other similar software or programs that may damage, alter or destroy this Website or the operation of another's computer system, network, software, program, documentation or data contained therein.
- Knowingly accessing or attempting to access or use the City of Madras' computer system, computer network, or any part thereof, including this Website, for the purposes of devising or executing any scheme or artifice to defraud; obtaining money, property or services by means of false or fraudulent pretenses, representations or promises; or committing theft, including but not limited to theft of proprietary information.

User agrees to (as available) send and receive electronic mail, engage in conferences and chats, download and upload files, and otherwise use this Web site only as permitted by these terms and conditions, any additional policies or procedures published in this Web site from time to time by the City of Madras, and applicable law.

The City of Madras reserves the right to remove any contents of this Website received from users for violations of the City of Madras forum use policies and other applicable regulations and law, including violations of others' constitutional rights. The City of Madras reserves the right to edit any notices or postings for length if and when such length interferes with other users' access to and use of this forum.

The User acknowledges that chats, conferences, bulletin boards, discussion webs and any other such interactive or communications' forums hosted by this Web site are public and not private communications. Further, the User acknowledges that chats, posting conferences, discussion webs and other communications by other Users are not endorsed by the City of Madras, and such communications shall not be considered reviewed, screened, or approved by the City of Madras.

### **INDEMNITY:**

As a condition of use of the City of Madras' Web site, the User agrees to indemnify the City of Madras, its City Council members, officers, employees and agents against any and all liability, expenses (including attorney's fees) and damages arising out of claims resulting from User's use of this Web site, including without limitation any claims alleging facts that if true would constitute a breach by User of these terms and conditions.

### **JURISDICTION:**

This agreement is governed by the laws of the State of Oregon, USA. User consents to the exclusive jurisdiction and venue of courts in Jefferson County, Oregon, USA in all disputes arising out of or relating to the use of this Web site. Use of this Web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

The City of Madras' performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of the City of Madras' right to comply with law enforcement requests or requirements relating to the User's use of this Web site or information provided to or gathered by the City of Madras with respect to such use.

### **SEVERABILITY:**

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

### **CLOSING OF AGREEMENT:**

This Agreement constitutes the entire agreement between the User and the City of Madras with respect to this Web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and the City of Madras with respect to this Web site. This Agreement shall be deemed to include all other notices, policies, disclaimers and other terms contained in this Web site; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any rights not expressly granted herein are reserved.