

City of Altoona Website Terms and Conditions of Use

1. ACCEPTANCE OF TERMS

Welcome to the City of Altoona, PA (City) website. Through this website, the City provides users with access to a rich collection of resources. CITY makes these resources available to you subject to the following TERMS AND CONDITIONS OF USE ("TERMS AND CONDITIONS"), which may be updated by us from time to time. You can review the most current version of the TERMS AND CONDITIONS here at any time. **ATTENTION: Your use of this website constitutes your acceptance of these TERMS AND CONDITIONS.**

In addition to these general TERMS AND CONDITIONS, certain features available through this website are subject to additional guidelines or rules which may be posted from time to time. All such posted guidelines or rules are hereby incorporated by reference into these TERMS AND CONDITIONS.

We may modify these TERMS AND CONDITIONS in our sole discretion, without advance notice, and your right to access this website and use the resources and features provided here is conditioned on an ongoing basis on your compliance with the then-current version of these TERMS AND CONDITIONS. We will post a notice on our home page for 30 days following any modification to these TERMS AND CONDITIONS. You will be deemed to have agreed to the new TERMS AND CONDITIONS if you continue to access this website after the revised TERMS AND CONDITIONS have been posted for 30 days.

2. MATERIAL WE POST

Original material (defined in Section 3 below) that we post on this website is protected by intellectual property laws. You are hereby granted a non-exclusive license to access this material. You are also granted a limited license to print copies of any material posted on this website, but only for your personal use. Except as expressly provided in these TERMS AND CONDITIONS, all other rights are reserved to the City. Except as provided in this Section 2 and in Section 6, you may not reproduce, modify, distribute, perform or display the material available on this website without the advance written consent of the City. Commercial use of any of the material is strictly prohibited. Use of any of our trademarks as metatags on other websites is also strictly prohibited. You may not display this website in frames, or any of the material via in-line links, without our express written permission, which may be requested by contacting us at the address shown in Section 5 below.

Please note that materials we post are not intended to take the place of professional advice. You are encouraged to consult with competent legal, financial, or other appropriate professionals. Statements of fact and opinions expressed in materials we post, by authors other than City staff and officers, are the sole responsibility of the authors and do not necessarily represent an opinion or philosophy of the officers, members and staff of the City.

3. MATERIAL YOU POST

A. Prohibited material

You agree not to post or store on this website any software, information, data, databases, music, audio or audio-visual files, photographs, images, documents, text, digital files, or other material that violates anyone's intellectual property rights (including copyrights,

trademarks, trade secrets, patents, publicity rights or to the extent protectable, confidential ideas, or which violates U.S. law or which is obscene, child pornography, defamatory, racist, lewd, lascivious, filthy, excessively violent, harassing or otherwise found objectionable by the City.

B. License, representation and warranty

By posting material to this website, you hereby grant the City an irrevocable, perpetual, non-exclusive, royalty-free worldwide license to reproduce, modify, distribute, perform (either publicly or by digital audio transmission) or publicly display all or any portion of the material. You further represent and warrant that you own all rights to such material.

C. Removal right

You expressly agree that we may remove, disable or restrict access to or the availability of any material on this website (including but not limited to material you have posted or stored) which we believe in good faith and in our sole discretion, violates these TERMS AND CONDITIONS (whether or not we are in fact correct in our assessment) or which is the subject of a notification duly sent to us pursuant to the Digital Millennium Copyright Act. If you believe that we have acted mistakenly with respect to certain material, you may contact the City Webmaster at vcurfman@altoonapa.gov.

4. MATERIAL POSTED BY THIRD-PARTIES; COMPLAINT PROCEDURES

A. Policy

It is our policy not to tolerate any acts of intellectual property infringement or violations of U.S. law or to allow the posting on this website of any material prohibited by Section 3A above ("Prohibited material"). We will do our best to remove, disable or restrict access to or the availability of material that in our subjective view is prohibited material. This Section 4 is intended to implement this policy, but is not intended to impose a contractual obligation on us to undertake or refrain from undertaking any particular course of conduct.

B. Complaint procedures

If you believe someone has posted prohibited material (other than in cases of copyright infringement, which is addressed at Section 5), we ask you to notify the City Webmaster promptly at vcurfman@altoonapa.gov. You must use this address if you want to ensure that your complaint is received by the person charged with investigating alleged policy violations. In order to enable us to respond effectively, please provide us with as much detail as possible, including:

- The nature of the right infringed or violated, including the registration number of any registered trademark or patent allegedly infringed.
- All facts that lead you to believe a right has been violated or infringed.
- The precise location on the website where the offending material is located.
- The basis for believing that the person who posted the material was not authorized to do so or did not have a valid defense (including the defense of fair use).
- If known, the identity of the person or persons who posted the infringing or offending material.

C. Indemnification/waiver of certain rights

By lodging a complaint, you agree that the substance of your complaint shall be deemed to constitute a representation made under penalty of perjury. In addition, you agree, at your own expense, to defend, indemnify and hold the City, its affiliates, officers, employees, agents and providers of programs we endorse, harmless against all claims which may be asserted against us, and all losses incurred, as a result of your complaint or our response to it.

D. Waiver of claims and remedies

We expect visitors to take responsibility for their own actions and cannot assume liability for acts of third parties that take place at this website. By taking advantage of the procedures set forth in this Section 4, you waive any and all claims or remedies you might otherwise be able to assert against us under any theory of law (including but not limited to intellectual property laws) that arise out of or relate in any way to the material at this website or our response, or failure to respond, to a complaint.

E. Investigation and liability limitation

You agree that we have the right (but not the obligation) to investigate any complaint we receive. By reserving this right, we do not undertake any responsibility in fact to investigate complaints or to remove, disable, or restrict access to or the availability of material. We will not act on complaints we believe in our subjective judgment to be deficient. If you believe that material remaining on this website violates your rights, your sole remedy shall be against the person(s) responsible for posting or storing it, not against us.

5. DIGITAL MILLENNIUM COPYRIGHT ACT

If you believe a work protected by a U.S. copyright you own has been posted or stored on this website without authorization, you may contact our agent, as follows:

Victor Curfman
Information Technology Manager
City of Altoona
1301 12th St, Suite 101
Altoona, PA 16601
(814) 949-2536
vcurfman@altoonapa.gov

It is our policy to terminate, in appropriate circumstances, the access rights of repeat infringers.

6. REGISTRATION REQUIRED TO BECOME A MEMBER

A. Information you provide

Certain features of this website are available only to members, and becoming a member requires registration. When registration is required, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form and (b)

promptly update the registration data to keep it true, accurate, current and complete.

B. User ID and password

When you have completed the registration process, you will receive a user id and password and we will create a profile using your registration data. You are responsible for maintaining the confidentiality of the user id and password, and are fully responsible for all activities that occur using your user id and password, whether or not expressly authorized by you. The CITY will not be responsible for any damages resulting from the unauthorized use of your user id or password. You agree to (a) immediately notify the City of any unauthorized use of your user id or password or any other breach of security, and (b) ensure that you log out at the end of each session.

C. Other rights and obligations

Where noted, members may modify material available in the members-only portion of the website. You agree not to sell, resell or exploit for any commercial purposes any material or features available to you upon registration.

D. Termination

You agree that the City may suspend or terminate your access to this website if you (a) provide any information that is untrue, inaccurate, not current or incomplete, or the CITY believes that such information is untrue, inaccurate, not current or incomplete, or (b) violate any of these TERMS AND CONDITIONS, or (c) your account is inactive for an extended period of time and any such termination is not actionable and/or subject to appeal.

7. CITY PRIVACY POLICY

This Privacy Policy describes CITY's practices regarding information collected from visitors to this website. It describes what information is collected and how that information is used. City may modify this policy in its sole discretion. If we modify this policy, we will notify you of the changes.

Please note that this policy applies only to this website and not to any other sites you access through this one.

A. Information collected automatically

The City maintains this website as a public service. In an effort to continue to improve our service, the City uses server log analysis tools to summarize statistics we gather regarding our website's usage, such as: general access (number of hits received), resources accessed (our most/least popular pages), computer demographics (IP addresses and domains), activity statistics (most/least active days), technical statistics (errors), referrers and keywords (search engines and websites that point to our website), and browsers and platforms used to connect to our website.

The following are examples of information about your visit that is, or in the near future will be, collected for this analysis:

- The Internet Protocol (IP) address and domain used. The IP address is a numerical identifier assigned either to your Internet service provider or directly to your computer that can be used to direct Internet traffic to you.

- Your user name
- The type of browser and operating system used.
- The date and time you visited this site.
- The web pages you visited at this site.
- The website you visited prior to coming to this site.
- The length of a document you send to us.
- Codes that tell City whether you have or have not been successful in reaching a desired page.

The above information is used to improve the content of our website, to customize the content and layout of our site. The City does not sell or rent the information we collect, nor do we knowingly distribute it to any third party, provided that we do share the information in the aggregate, with entities with which the City has an affiliation agreement.

B. Information you volunteer

The City will retain information you volunteer, including personal information and registration data. Personal information is information that identifies or describes an individual, including but not limited to name, address, phone number and e-mail address. A domain name or IP address is not considered personal information. See Section 6A regarding registration data.

If you supply us with your telephone number, postal address or e-mail address, we will contact you only for the purpose for which you supplied this information. If you do not wish the City to communicate with you, just contact us by e-mail or regular mail and let us know.

The City does not sell or rent the personal information or registration data we collect. The City does share our list of the City members (and their contact information) with our associate members and TechNet vendors, and with other governmental agencies when doing so is consistent with the City's goals. Otherwise, we do not knowingly distribute personal information or registration data to any third party. We do share certain information in the aggregate, with entities with which the City has an affiliation agreement.

C. Security

When you provide personal information through this website, the City will use a password protected connection to enhance security. Please note that no security measures are 100 percent effective against hackers.

D. Information disclosed as required by law

Information collected or maintained by the City is subject to the provisions of federal and state regulations governing data sharing. Such laws are subject to change by Congress or the State Legislature at any time.

8. E-MAIL

You agree that the City has no responsibility or liability for the deletion or failure to store any messages and other communications from you. You may not use this website to transmit unsolicited e-mail. You may not transmit unsolicited e-mail to this site or to anyone whose e-mail address includes the domain name on this site. You may not use our domain name as a pseudonymous return e-mail address for any communications which you transmit from another

location or through another service. You may not pretend to be someone else – or spoof their identity – when using this site or any of the resources available here. You may not transmit to this website e- mail that includes false or misleading information in the return address or in the subject line.

9. TERMINATION

You agree that the City, in its sole discretion, may terminate your access to this website if you violate or act inconsistently with the letter or spirit of these TERMS AND CONDITIONS, with or without notice to you. City may also discontinue this website or any part thereof at any time, with or without notice to you. You agree that the City shall not be liable to you or any third party for any termination of your access to this website.

10. DEALINGS WITH VENDORS AND ADVERTISERS

Your correspondence or business dealings with vendors and advertisers found on or through this website, including payment for and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such vendor or advertiser. You understand that the City makes no representation concerning the trustworthiness or reliability of any vendor or advertiser and further agree that the City shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

11. LINKS

As a convenience to our visitors, this website may provide links to websites owned and operated by parties other than the City. The City has no control over such third party websites and makes no representations about any material available at these sites. A link is not intended to imply sponsorship, affiliation or endorsement of the linked site or any material found there. You acknowledge and agree that the City (a) is not responsible for the availability of such third party sites, (b) is not responsible for the accuracy, completeness, or usefulness of such material, (c) does not endorse and is not responsible or liable for any advertising, products, or other material on or available from such sites, and (d) is not responsible or liable, directly or indirectly, for any errors or omissions in any such material or for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such material, goods or services available on or through any such third party website.

Once you link to another website, you are subject to the terms and conditions of that website, including but not limited to its privacy policy. If you believe we have provided a link to a site that contains infringing or otherwise illegal content, we ask that you notify us so that we can evaluate whether to disable the link in question.

12. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

The CITY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY BENEFITS OR OPPORTUNITIES YOU MAY OBTAIN AT THIS WEBSITE. YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK, AND THE WEBSITE IS MADE AVAILABLE "AS IS," WITHOUT ANY WARRANTIES WHATSOEVER ABOUT THE NATURE, CONTENT OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY MATERIAL AT THE SITE. CITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED,

INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT.

CITY MAKES NO WARRANTY THAT (i) THE WEBSITE WILL MEET YOUR REQUIREMENTS, (ii) THE WEBSITE WILL BE ACCESSIBLE CONTINUOUSLY, WITHOUT INTERRUPTION, SECURE OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS, OR THAT (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 12 AND ANOTHER PROVISION OF THESE TERMS AND CONDITIONS, THIS SECTION 12 SHALL TAKE PRECEDENCE.

13. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CITY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THIS WEBSITE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THIS WEBSITE; OR (v) ANY OTHER CONDUCT, ACT OR OMISSION OCCURRING AT THIS WEBSITE.

14. INDEMNITY

Your access privileges are conditioned on your adherence to these TERMS AND CONDITIONS. If you violate any of these TERMS AND CONDITIONS, you agree, at your own expense, to defend, indemnify and hold the City, its affiliates, officers, employees, agents and providers of programs we endorse, harmless from any claim or demand that may be asserted against us by any third party, and all losses incurred (including reasonable attorneys' fees), due to or arising out of content you access, download, submit, post, transmit or make available through the website, your use of the website, your connection to the service, your violation of the TERMS AND CONDITIONS, or your violation of any rights of another.

15. GENERAL

These TERMS AND CONDITIONS constitute the entire agreement between you and the City and govern your use of this website, superseding any prior or contemporaneous representations or agreements. All rights not otherwise expressly granted to you by these TERMS AND CONDITIONS are reserved to us. All disputes arising out of or relating to these TERMS AND CONDITIONS or our operation of this website shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. You and the City agree to submit to the personal and exclusive jurisdiction of the courts located in Blair County, Pennsylvania. The failure of the City to exercise or enforce any right or provision of these TERMS AND CONDITIONS shall not constitute a waiver of such right or provision. If any provision of the TERMS AND CONDITIONS is found by a court of competent jurisdiction to be

invalid or unenforceable, the parties agree that the court should give effect to the parties' intentions as reflected in such provision, and the other provisions of the TERMS AND CONDITIONS shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this website or the TERMS AND CONDITIONS must be filed within one year after such claim or cause of action arose or be forever barred.

The section titles in the TERMS AND CONDITIONS are for convenience only and have no legal or contractual effect.