

CITY OF INDIAN WELLS
WEBSITE USE TERMS AND CONDITIONS AND PRIVACY POLICY

CONSENT

By accessing or using this website in any manner, you are deemed to have read and to have agreed to these terms and conditions of the City of Indian Wells (“Terms and Conditions”). The City of Indian Wells (“City”) reserves the right to change these Terms and Conditions at any time, and the continued use of this website will signify acceptance of any such changes. By visiting or linking to the City’s website, you agree that you will not use the site for any unlawful purpose, or in violation of these Terms and Conditions.

INFORMATION AND MATERIALS PROVIDED

The information and materials made available on the City’s website are provided “as is” for convenience only, and the City does not represent or warrant that all information or materials provided are accurate or current. The City may make changes to such information and materials including, but not limited to, City codes, ordinances, guidelines, agenda materials and schedules, that are not reflected on this website. In addition, information and materials may be deleted, modified or moved to a different part of the City’s website without notice. In establishing and maintaining this website, the City intends to establish a nonpublic forum for the purpose of providing information to the public.

COMMUNICATIONS

No communications made with the City through this website in any manner shall be deemed to constitute public comment or legal notice to the City or any of its officers, employees, agents or representatives for any purpose. Such communications may be subject to disclosure under the California Public Records Act.

PRIVACY POLICY

The City takes into account the privacy interests of its citizens and the need to protect those interests. In order to protect privacy, the City does not request information from users of the City’s website unless such information is required to provide the best level of service possible. Information requested may include e-mail addresses or other contact or factual information to allow the City to provide a requested service, and for no other purpose. The City will not intentionally disclose your information to a third party, unless required to do so under federal or state law, including, but not limited to the California Public Records Act. The City uses security technology to prevent its computers from being accessed by unauthorized persons. If you use the City’s website to make an encrypted credit card transaction, during the course of such transaction, your information is stored on a secured server. To perform this service, the City must pass information about your transaction to your financial institution.

EXTERNAL LINKS

The City's website may contain links to other websites. Opinions expressed or material appearing on third party websites are not necessarily shared, and are not endorsed by the City. The City assumes no responsibility for the content of websites to which links are provided, and the presence of a link does not signify endorsement by the City of any website or organization. The City does not control and shall not be liable in any way for the content, accuracy, reliability, viewpoints, policies, or products provided by these external resources. When you link to an external website, you are no longer on the City's website and are subject to the privacy and security policies of the external site. You should evaluate the security and trustworthiness of any third party website connected to or accessed through the City's website before using or disclosing any information to such site, and you do so at your own risk. The City does not accept responsibility for, and shall not be held responsible for any loss or damage, of any kind, alleged to have resulted from your use of a third party website linked to the City's website.

LINKING TO CITY WEBSITE

Unless otherwise approved in writing by the City's Director of Information Technology, only governmental, public or non-profit entities may link to the City's website provided that such website or organization does not warrant removal from the City's website for reasons set forth in (ii) and (iii) below. Links to or from the City's website may be permitted or denied at the City's sole discretion. Persons or organization's linking to the City's website are on notice that the City may immediately and without notice: (i) remove any external link if doing so is in the City's best interest, (ii) remove an external link if the City determines that, at any time, the external website or the organization linking to the City's website promotes discrimination, bias, hate, pornography, false, illegal, slanderous, political, or incorrect information, and (iii) remove any link that implies, without the City's prior written consent, that the City is affiliated with or is in any way endorsing the external website, or any person, product or service. The City shall in no way be liable for failure to remove any external link.

The City reserves the right to determine how and where external links will appear and where the link is placed on its website. Persons and organizations shall not capture pages within frames and present the City's website content as its own, or otherwise misrepresent content of the City's website or misinform users about the origin or ownership of its content.

INTELLECTUAL PROPERTY

The City is the owner of and reserves all rights to the copyright or trademark on all text, graphic images and other content appearing on the City's website, except as otherwise provided by law or as otherwise indicated. It is illegal to modify and/or reuse or distribute content or mirror the City's or this website's information on a non-City server without the City's prior written consent. Any non-City owned servicemarks and trademarks appearing on the City's website are the property of their respective owners.

UNAUTHORIZED ACTIONS

Any attempt to change information or upload information on the City's website is absolutely prohibited, unless authorized in writing by the City's Director of Information Technology. Users may, without violating these Terms and Conditions, submit information via an on-line form created by the City for that purpose. The City may monitor traffic to its website in order to identify unauthorized attempts to upload or change information or to otherwise cause damage to the City's website. By using the City's website you expressly consent to any such monitoring.

JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, without effect to any conflict of law principles. Jurisdiction shall be in the state or federal court of Riverside County, California and you hereby consent and submit to the personal jurisdiction of such court as pertains to any claims or actions related to the matters governed by these Terms and Conditions.

SEVERABILITY

If any part of these Terms and Conditions shall be deemed unlawful, void, or unenforceable, for any reason, then such part shall be deemed severable from the remaining terms and provisions and shall not affect the validity and enforceability of any remaining terms and provisions, which shall continue in full force and effect.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, by using the City's website, you agree to assume all risk, waive any liability, and to defend, indemnify, and hold harmless, the City, its agencies, officers, employees, agents and representatives from and against all claims and expenses, including attorneys' fees, arising out of your use of the City's website, the information and materials contained on the City's website, and any violation of these Terms and Conditions by you.

GENERAL DISCLAIMER

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE TO THE CITY'S WEBSITE AND ANY OF THE INFORMATION OR MATERIALS PROVIDED ON THE CITY'S WEBSITE. THE CITY DOES NOT WARRANT THAT USE OF THE CITY'S WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE CITY'S WEBSITE OR THE SERVER WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CITY OF DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE INFORMATION OR MATERIALS CONTAINED ON THE CITY'S WEBSITE, OR THROUGH LINKS TO OTHER SITES, OR THE RELIABILITY, CORRECTNESS OR ACCURACY OF SUCH INFORMATION AND MATERIALS. YOUR USE OF SUCH

INFORMATION AND MATERIALS IS AT YOUR OWN RISK. THE CITY SHALL HAVE NO LIABILITY FOR VIRUSES OR CONTAMINATIONS RESULTING FROM USE OF THE CITY'S WEBSITE OR ANY THIRD PARTY WEBSITE LINKED TO THE CITY'S WEBSITE, AND THE FOREGOING ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS.

ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement relating to the subject matter herein and shall not be modified except in writing and signed by all authorized parties. The City's failure to enforce a breach of these Terms and Conditions shall not be construed as a waiver of any provision or right set forth herein, and shall not act to modify any provision of these Terms and Conditions.