

## **Terms Of Use**

### **AGREEMENT BETWEEN USER AND Biglerville Borough**

The Biglerville Borough Web Site is comprised of various Web pages operated by Biglerville Borough.

The Biglerville Borough Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Biglerville Borough Web Site constitutes your agreement to all such terms, conditions, and notices.

### **MODIFICATION OF THESE TERMS OF USE**

Biglerville Borough reserves the right to change the terms, conditions, and notices under which the Biglerville Borough Web Site is offered, including but not limited to the charges associated with the use of the Biglerville Borough Web Site.

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### **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the Biglerville Borough Web Site, you warrant to Biglerville Borough that you will not use the Biglerville Borough Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Biglerville Borough Web Site in any manner which could damage, disable, overburden, or impair the Biglerville Borough Web Site or interfere with any other party's use and enjoyment of the Biglerville Borough Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Biglerville Borough Web Sites.

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The Biglerville Borough Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.

Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.

Conduct or forward surveys, contests, pyramid schemes or chain letters.

Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.

Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

Restrict or inhibit any other user from using and enjoying the Communication Services.

Violate any code of conduct or other guidelines which may be applicable for any particular communication Service.

Harvest or otherwise collect information about others, including e-mail addresses, without their consent.

Violate any applicable laws or regulations.

Biglerville Borough has no obligation to monitor the Communication Services. However, Biglerville Borough reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Biglerville Borough reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Biglerville Borough reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in County of Adams's sole discretion.

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By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

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#### TERMINATION/ACCESS RESTRICTION

Biglerville Borough reserves the right, in its sole discretion, to terminate your access to the Biglerville Borough Web Site and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Washington, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in King County, Washington, U.S.A. in all disputes arising out of or relating to the use of the Biglerville Borough Web Site. Use of the Biglerville Borough 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. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Biglerville Borough as a result of this agreement or use of the Biglerville Borough Web Site. County of Adams's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of County of Adams's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Biglerville Borough Web Site or information provided to or gathered by Biglerville Borough with respect to such use. 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 limitations 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. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Biglerville Borough with respect to the Biglerville Borough Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Biglerville Borough with respect to the Biglerville Borough Web Site. A printed version of this agreement and of any notice given in electronic form shall 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. It is the express wish to the parties that this agreement and all related documents be drawn up in English.