

Legal Disclaimer

The City of Sweet Home, Oregon, provides the information and materials on this Web site. The Web site is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of the City of Sweet Home Web site constitutes your agreement to all such terms, conditions and notices.

Your use of a particular area within the City of Sweet Home Web site may also be subject to other terms, conditions and notices outlined specifically in that area. In the event that any of the general terms, conditions and notices contained herein conflict with the specific terms, conditions or notices contained within a particular area of the City of Sweet Home Web site, then the specific provisions of the particular area shall control over the general provisions stated herein.

By visiting the City of Sweet Home Web site, you agree to the following:

Copyrights

All contents © 2006-2008 City of Sweet Home All Rights Reserved.

Trademarks

All trademarks and registered trademarks referred to or reproduced in this Web site and servers are the property of their respective owners.

Possible Errors and Revisions

The information, materials, software, products, and services (collectively "data") included in or available through the City of Sweet Home web site and servers may be superseded and/or may include inaccuracies or typographical errors. Changes are periodically made to the data contained herein. The City of Sweet Home may make improvements and/or changes to its web site, data and servers at any time.

Disclaimer of Warranties

The City of Sweet Home makes no representations about the suitability of the information contained in the data published on the City of Sweet Home web site and servers. All data are provided "as is" without warranty of any kind. The City of Sweet Home hereby disclaims all warranties and conditions of any kind, express or implied, about this information and data including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Disclaimer of Liability

In no event shall the City of Sweet Home be liable for any special, indirect, incidental, or consequential damages or any damages whatsoever resulting from inconvenience or loss of use, data or profits, whether in an action of contract, negligence or other tortuous action, arising out of or in connection with the use or performance of information available from this Web site and server, even if the City of Sweet Home has been advised of the possibility of such damages or losses.

No Unlawful or Prohibited Use

As a condition of your use of the City of Sweet Home Web site, you warrant to the City of Sweet Home that you will not use the City of Sweet Home Web site for any purpose that is unlawful or that is prohibited by these terms of use and notices. You may not use the City of Sweet Home Web site in any manner which could damage, disable, overburden, or impair the City of Sweet Home Web site and servers or interfere with any other party's use and enjoyment of the City of Sweet Home 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 City of Sweet Home Web site. You may not use the City of Sweet Home Web site or servers to publish, post, distribute or disseminate any defamatory, obscene or otherwise unlawful material or information, including another's proprietary information, including trademarks or copyrighted information, without express authorization from the rights holder.

Privacy

The City of Sweet Home Web site, servers and computer system may be monitored for all lawful purposes, including to ensure that their use is authorized, to manage the Web site, server and computer system, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. All information (including without limitation, personal information and electronic communications) placed on or sent over this Web site, server or computer system may be monitored by the City of Sweet Home. Such monitoring may include the interception or access of electronic communications placed on or sent over this Web site, server or computer system. The unauthorized use of the Web site, server or computer system may subject you to criminal prosecution. Use of the City of Sweet Home Web site, server and computer system, whether authorized or unauthorized, constitutes your consent to the City of Sweet Home to monitor the use of its Web site, server and computer system as described herein. Evidence of unauthorized use collected during such monitoring may be used for civil, criminal, administrative or other adverse action.

Please read the City of Sweet Home online Privacy Notice that addresses other privacy issues associated with the City's Web sites.

Information and Materials Provided to City

The City of Sweet Home does not claim ownership of the information or materials you provide, post, upload, input or submit to it (including comments and suggestions) (collectively "Submissions"). However, by providing, posting, uploading, inputting, or submitting your Submissions you are granting the City of Sweet Home permission to use your Submissions in connection with its operations including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submissions; and to publish your name in connection with your Submissions.

No compensation will be paid with respect to the use of your Submissions, as provided herein. The City of Sweet Home is under no obligation to post or use any Submissions you may provide and may remove any Submissions at any time in its sole discretion.

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

As a public entity, the City of Sweet Home is required to maintain many documents as public records. These records are generally open to the public for inspection. You should assume that your Submissions are non-confidential and are open to public inspection.

No Professional Advice

Advice received via the City of Sweet Home Web site and servers should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

Controlling Law

This agreement shall be construed and controlled by the laws of the State of Oregon. The laws of the State of Oregon will govern any dispute arising from the terms of this agreement or a breach of this agreement. You agree to personal jurisdiction by the state and federal courts sitting in the State of Oregon.

Invalid or Unenforceable Provisions

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.

Modifications

The City of Sweet Home may amend or modify this agreement or impose new conditions at any time upon notice from the City of Sweet Home to you as published through this Web site. Any use of the Web site by you after such notice shall be deemed to constitute acceptance by you of such amendments, modifications or new conditions. You are responsible for regularly reviewing these terms, conditions and notices.

Questions

If you have questions about:

• the terms of use and notices provided herein,

- would like information about licensing materials from the City of Sweet Home,
- have concerns about the City of Sweet Home's use of copyrighted materials in its Web site or its servers,
- or wish to request the express written permission of the City of Sweet Home to use materials in a manner otherwise prohibited herein,

please send email to pgray@ci.sweet-home.or.us.