**City of Ravenswood Website Disclaimer**

**City of Ravenswood Intranet and Internet User Rights and Responsibilities**

Your access to and use of the City of Ravenswood website, hereafter the website, is subject to all applicable laws and the following Terms and Conditions which may be updated by the City without notice. In consideration of the availability and use of the City site, the user accepts without limitation or qualification the following Terms and Conditions. In addition when using any particular services, the user will be subject to any and all additional rules, requirements or regulations that are applicable to the service or its use. All such rules, requirements or regulations whether posted or accessible by or through the website are incorporated by this reference as if fully set forth.

Please browse the website. Material displayed or posted on the website may be printed, copied, downloaded or otherwise used for noncommercial, personal use only, provided all copyright and other proprietary notice contained in the material are retained and replicated. The sale, reverse engineering, reuse, redistribution, modification or creation of any derivative work based on the content of the City site, in whole or in part, for any purpose without the written permission of the City of Ravenswood or the owner of such material if not the City of Ravenswood is not allowed.

The City of Ravenswood through its website offers users a variety of on-line resources including records, permits, opportunity to communicate with elected and appointed officials, scheduling and other online information and services. By accessing the site, the user understands and agrees that the site and its content are provided **AS IS** with no warranties express or implied. The City of Ravenswood assumes no responsibility for the timeliness, mis-delivery, deletion, hardware, software or any other failure that may result from accessing the site. To access the site, a user must obtain access through the World Wide Web and pay any and all service fees, costs or expenses, if any, of gaining access. The City of Ravenswood assumes no obligation to provide any hardware, software or to otherwise ensure access to the site by all users; compatibility of programs and/or hardware is not assumed or guaranteed.

A user should assume that everything that is seen or read on the City site is copyright protected unless otherwise stated and may not be used except as provided in this statement of Rights and Responsibilities.

Images of people or places displayed on the site are either the property of or used with permission by the City. The use of the same is prohibited unless specifically permitted as provided in this statement of Rights and Responsibilities. Any unauthorized use of images may violate copyright law, trademark law, the laws of privacy and publicity and other statutes, laws and regulations.

Trademarks, logos and service marks (including but not limited to patches, vehicle painting/insignias and uniforms) displayed on the website are or may be registered and/or common law trademarks of the City of Ravenswood. The mere appearance of the same on the website or in public does not grant by implication, estoppel or otherwise any license or right to use the same without written permission of the City of Ravenswood. Use of the same is strictly prohibited. The City of Ravenswood will strenuously enforce its rights in and to intellectual property of the City.

By transmitting or posting anything to the City site the user, transmitter or poster grants the City an irrevocable, perpetual, royalty-free nonexclusive and sub-licensable right and license to reproduce, modify, adapt and publish such materials in whole or in part for any purpose including but to limited to reproduction, disclosure, transmission, publication, broadcast and posting in any media or form of media now known or later developed. Furthermore the City of Ravenswood is free to use any ideas; concepts or techniques contained in any communication sent to it for any purpose whatsoever.

**The City of Ravenswood website is designed to provide residents access to government departments, services and programs. However, from time to time the City of Ravenswood may wish to provide links to other sites that provide additional local, state or federal government information or additional information about the community. These links to other sites will be limited to the following:**

1. Sites that are maintained by non-profit charitable, educational, hospital, scientific or cultural organizations serving the City of Ravenswood area.
2. Sites maintained by local, state or federal governmental agencies, or a local school or library board.
3. Sites that provide a unique on-line tool to assist residents in accessing information on the City of Ravenswood website, or in communicating with the City of Ravenswood. (i.e., Adobe Acrobat Reader etc.)

The City has not reviewed the sites linked to those sites and is not responsible for the content of any off-site pages or any other sites linked to the City website. A user linking to off-site pages and/or other sites is at the users own risk and without the recommendation, endorsement or liability of the City of Ravenswood.

**The City website is not and does not create a public forum. To ensure that a public forum is not created, the City site links to government sites and those links are subject to the following terms. If a linked site violates one or more of the following terms, it will be unlinked from the City site.**

1. The linked site may not replicate the content of the City site
2. The linked site shall not imply that the City is endorsing a position, product or service unless such endorsement is in writing from the City of Ravenswood
3. The linked site must not misrepresent its relationship with the City of Ravenswood
4. The linked site must not present false information about the City or City services
5. The linked site must not use the City seal, logo or service marks without written permission from the City of Ravenswood
6. The linked site must not contain content that could be construed as distasteful or offensive. The right to determine whether content is distasteful or offensive shall be solely within the discretion of the City.

Users are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, inflammatory, harassing, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. Users are further prohibited from posting, e-mailing, uploading or transmitting any confidential or privileged information, junk mail, chain letters, software viruses or any form of solicitation. The City will prescreen content posted or transmitted and it does reserve the right once posted or transmitted to remove any material that violates the Terms and Conditions or is otherwise objectionable as determined in the sole discretion of the City of Ravenswood. The City will fully cooperate with any law enforcement authorities or court orders requiring the City to disclose the identity of anyone posting any such materials or information.

**Communications made through the City site shall in no way be deemed to constitute legal notice to the City of Ravenswood or any of its officers, agents, employees, departments or representatives, with respect to any existing or potential claim, notice or claim, cause of action or demand against the City or and of its officers, agents, employees, departments or representatives where notice to the City is required by any federal, state or local law, rule or regulation.**

The City of Ravenswood makes no warranties or representations as to the accuracy or content of the City website. The City assumes no liability or responsibility for any errors or omissions in the content or operation of the City website. Use of the City website is at the users own risk.

The City site is provided as is and as available without warranty of any kind, either express or implied including but not limited to the implied warranties of merchantability, fitness for a particular purpose or no infringement.

**The United States Export Control laws prohibit the export of certain technical data and software to certain territories. If software is downloaded or taken from this site it may not be downloaded, exported or taken to:**

1. Into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran Syria, Sudan or any other country to which the United States has embargoed goods or
2. Anyone on the United States Treasury Department's list of Specially Designated nationals or the United States Commerce Department's Table of Deny Orders

The City of Ravenswood does not authorize the downloading or export of any software or technical data in violation of United States Export laws.

The City of Ravenswood reserves the right at any time to modify or discontinue, temporarily or permanently, the City website or any part thereof with or without notice for any or no reason whatsoever. The City shall not be liable to any user or third party for a modification, suspension, discontinuance or other change to the City site.

A user is subject to new, additional and any and all updated Terms and Conditions each and every time the site is used or accessed whether or not the user is notified or changes to the same. The failure of the City to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such provision(s). The laws of the State of West Virginia without regard to any conflict of law provisions govern these Terms and Conditions and the relationship between a user and the City. By accessing the website, a user has submitted to personal and exclusive jurisdiction of the municipal, state and federal courts of the City of Ravenswood, Jackson County, West Virginia.

Permission to use documents, maps, reports, records and the software necessary or required to read, download or manipulate the same is granted provided that: the copyright notice appears on all copies and that both the notice and the "used by permission" are shown; that the use of such documents from the City site is for informational and non-commercial or personal use only will not be copied or posted on any network computer or broadcast in any media; no modification(s) of any document(s) are made. Use for any other purpose is expressly prohibited and may result in civil and/or criminal penalties.