

## Disclaimer and Privacy Policy

### DISCLAIMER

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### [WWW.ELIOTMAINE.ORG](http://WWW.ELIOTMAINE.ORG) **TERMS AND CONDITIONS OF USE AND PRIVACY STATEMENT**

Welcome to [www.eliotmaine.org](http://www.eliotmaine.org) (the "Site"). The Town of Eliot, Maine (the "Town") provides this Site and its services to you subject to the following conditions. **If you visit the Site, you accept these Terms and Conditions, including the terms of our Privacy Disclosure.** Please read them carefully and often, since they may be changed at any time.

**DEFINITIONS:** The following terms shall have the following meanings when used in this Terms and Conditions of Use and Privacy Statement:

- a. "We", "us", "our" and "ours" means and refers to the Town.
- b. "You", "your" and "yours" means and refers to each Person visiting or using the Site.
- c. "Person" means and includes an individual, corporation, partnership, limited liability company or other entity of any.
- d. When initially capitalized, the phrase "Terms and Conditions" shall mean the Terms and Conditions of Use portion of this document as it may be changed from time to time.
- e. When initially capitalized, the word "Record" means information that is inscribed in a tangible medium or that is stored in an electronic or other medium and is retrievable in a perceivable form.
- f. When initially capitalized, the word "Authenticate" means to sign, or to execute or otherwise adopt a symbol or encrypt or similarly process a record in whole or in part with the present intent of the authenticating person to identify that person and adopt or accept a record.

- g. When initially capitalized, the word "Statement" means the Privacy Statement portion of this document as it may be changed from time to time.
- h. "Contact Information" shall mean information about you that would aid us in contacting you. Such information may include, for example, your name, street or mailing address, telephone and telefax numbers, and e-mail address.
- i. "Unique Identifiers" shall mean information unique to you that permit us to identify you, such as, for example, your social security or employer identification number.
- j. "Financial Information" shall mean information about you necessary to obtain or ensure receipt of payment from you (such as, for example, your credit card and/or bank account number), as well as information about you that permits us to keep track of your payments to us (such as, for example, your account number and payment history with us).

**NOTICE: AS DESCRIBED IN THE STATEMENT, INFORMATION YOU PROVIDE TO US BY E-MAIL OR OTHERWISE, OR IN CONNECTION WITH YOUR USE OF THIS SITE, MAY HAVE TO BE MADE AVAILABLE TO MEMBERS OF THE PUBLIC UPON REQUEST. Do not assume that any such communications or information will be private.**

**MODIFICATION AND WAIVER:** No modification or waiver of any of all or any part of the Terms and Conditions, the Statement, any other part of this document, or of any of our other rights, and no imposition of any obligations upon us, will be effective against us unless set forth in these Terms and Conditions, the Statement, or in a Record that we have Authenticated or that is otherwise posted to this Site by us. We reserve the right to make changes to our Site, policies, and this document (including the Terms and Conditions and the Statement) at any time and from time to time. Any such changes shall become effective on the earlier of the date that we communicate such changes to you (whether electronically or otherwise), and the date on which they are posted to this Site. **You should review this document (including the Terms and Conditions and the Statement) each time you visit this Site to ensure that you are aware of their terms since they may change at any time.** If any portion of this document (including the Terms and Conditions and the Statement) be deemed invalid, void, or for any reason unenforceable, that shall not affect the validity and enforceability of any other part of this document.

**APPLICABLE LAW:** By visiting the Site, you agree that the laws of the State of Maine, without regard to principles of conflict of laws, will govern this document (including the Terms and Conditions and the Statement), and any dispute of any sort that might arise between you and us concerning the Site. By visiting this Site, you also agree that any litigation concerning this document (including the Terms and Conditions and the Statement), as any of the same may be changed from time to time, and your use of the Site, must be brought in a court located in York County, Maine, or in a Federal Court located in Cumberland County, Maine, and you agree that you are subject to the personal jurisdiction of any such court.

**TO CONTACT US:** If you have any questions about this document (including the Terms and Conditions and the Statement), or this Site, you can contact us at:

Webmaster  
Town of Eliot  
1333 State Road  
Eliot, ME 03903

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## **TERMS AND CONDITIONS OF USE**

**ACCEPTANCE OF TERMS:** The following constitutes a legally binding agreement between you and us. By using the Site, you are acknowledging that you have read, understood and agreed to be bound by these Terms and Conditions and all applicable laws and regulations. **If you do not agree to these Terms and Conditions, do not use the Site.**

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If you do post content or submit material, then, unless we indicate otherwise, you grant us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You represent and warrant that you have the right to post all content and submit all materials that you post or submit to us; that use of the content and materials you supply will not cause injury to any Person, or any property or rights of any Person, except as may be permitted by applicable law; and that you will indemnify us and our agencies, officers, employees, contractors, agents, and representatives for all claims resulting from content and material you supply. We have the right but not the obligation to monitor and edit or remove any activity or content. We take no responsibility and assume no liability for any content posted by you or any third party.

Subject only to the provisions of the Statement, any material, information or idea that you transmit to or post on the Site will be treated as non-confidential and non-proprietary, and may be used or disseminated by us for any purpose whatsoever. You may not post or transmit to or from this Site any material except as may be permitted by applicable law.

**INDEMNIFICATION:** You agree to indemnify us, our officers, employees, agents, agencies, contractors, affiliates, licensors, other users, and their respective employees, against, and hold us and them harmless from and against, any and all liability, loss, claim, judgment, damage and expense, including, without limitation, attorney's fees and costs of litigation that arise from or are otherwise caused by, your actual or alleged action or inaction, in connection with your use of the Site or any electronic communications you make to us. Upon receiving actual notice of any such claim, you shall promptly notify us of the same.

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**OTHER SITES:** This Site may contain links to other sites owned and/or operated by third parties. We are not responsible for examining or evaluating, and we do not warrant, and are not responsible for, the goods or services, or other offerings, of any of these third parties, the content of their Web sites, or any action or inaction of any of these, or any other, third parties. You should carefully review their privacy statements and conditions of use.

## **PRIVACY STATEMENT**

**Information that you give us:** We may receive and store any information that you enter on our Web site or give us in any other way. Your Contact Information may be used to get in touch with you when we feel that this is necessary.

Financial Information provided by you may be used to bill you. It is also used to keep track of your payment history with us. Unique Identifiers may be collected from Web site visitors to verify the user's identity and for use as account numbers in our record system.

**Cookies:** Cookies are alpha-numeric identifiers that we may transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser. We may also use cookies to deliver content specific to your interests and to save your password so you don't have to re-enter it each time you visit our Site. The "help" portion of the toolbar on most Web browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookies, or how to disable cookies altogether.

**Information That We Gather Automatically:** In addition to information gathered through the use of cookies, we may collect and analyze many types of information that we gather automatically as you visit the Site. For example, we will obtain your Internet Protocol ("IP") address and will use it to help diagnose problems with our server and to administer our Web site. Your IP addresses will be used to help us identify you and could be used to gather broad demographic information concerning persons using the Site.

Other examples of information that we may collect and analyze include computer and connection information (such as browser type and version, operating system and platform), and the full Uniform Resource Locators ("URL") click stream to, through and from our Web site (including date and time, cookie number, and products that you viewed or searched or).

**Other Uses of Information:** In addition to the above, we may aggregate information that we receive about you and other visitors to the Site, in a manner that does not identify you or the particular visitors or customers involved. We may then use this information for purposes of improving the way in which we provide services and information. Any information that we gather from or about you may be shared with our employees in order to permit us to perform our functions as a municipality.

**E-Mail and Other Communications:** We may use your e-mail address(es) to maintain contact with you and to enable us to contact you for other reasons related to our municipal activities. We may request and receive a confirmation when you open e-mails from us if your computer and e-mail systems support those capabilities.

**Sharing of Information:** At this time, we share information that we gather about you as follows:

- **Agents and Others Working On Our Behalf:** We employ other companies and individuals to perform functions on our behalf. Examples may include provisions of services connected with analyzing data, providing customer service, collection of accounts, and providing legal assistance. We may share any information that we have about you with these parties as necessary to permit them to perform the functions for which we retain them. This may include Contact Information, Financial Information, Unique Identifiers, as well as any other information that we obtain from or about you.
- **Others:** We may release information gathered from or about you when we believe that this is required: (a) by applicable law; (b) by a court order or the order of a governmental agency or body which has the power to issue such orders (including, but not limited to, subpoenas); (c) to protect our rights, property, safety or security, or that of others; or (d) to prevent the commission of a crime or other illegal act. This may include the release of Contact Information, Unique Identifiers, as well as any other information that we obtain from or about you. **Maine law, including, but not necessarily limited to, 1 M.R.S.A. §§ 401-411, as may be amended from time to time, may provide that some or all of the information provide by, or gathered from, you is a public record that must be disclosed to third parties upon request or otherwise. It is impossible for us to know what information will be considered public and, therefore, you should assume that all information you provide, or which is obtained from you, in connection with your**

**use of the Site or electronic communications (including e-mails) to or from us, may be a public record.** Your credit card and/or bank account number would, however, not constitute a public record under this Maine law.

**Third Party Links:** This Site may contain links to other sites owned and/or operated by third parties. We are not responsible for the privacy practices or the content of such Web sites, including any policies concerning cookies or other information gathering techniques used at such sites, or concerning the use of any information that is gathered at those sites. It is possible that information gathered at those third party sites will be shared with us or with others.

**Limitations on Our Liability:** We are not liable for any failure to follow the policies set forth in this Statement (as this may be modified from time to time), even if that failure results from our negligence or error, unless that failure is intentional.