## **Terms of Use**

### General

The Village of Oswego website was created to provide the public with information about village government services and events. By using this website or any information or data made available through this website, the user, agrees to all the conditions stated in the following paragraphs. Any information submitted via Oswego's website may be considered a public record and may be subject to disclosure to third parties. The Village reserves the right to amend these terms at any time and without further notice.

## Disclaimer

THIS WEBSITE IS MADE AVAILABLE FOR GENERAL REFERENCE ONLY AND MAY NOT REFLECT OFFICIAL POSITIONS OF THE VILLAGE OF OSWEGO.

IT IS UNDERSTOOD THAT THE INFORMATION CONTAINED ON THIS WEBSITE IS BEING USED SOLELY AT THE USER'S OWN RISK.

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WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Appearance

The information and features included on this website have been compiled from a variety of sources and are subject to change at any time without notice. Users should be aware that the information available on this website may not be timely, accurate or complete, and may not reflect official positions of the Village of Oswego. Please notify the Webmaster of any errors that come to your attention as you use this website.

The Village of Oswego reserves the right to modify and/or discontinue providing any or all of the data feeds at any time and to terminate at any time without further notice or require the termination of any and all display, distribution or use of any or all of the data for any reason including; without limitation, violation of any provision of these Terms of Use.

There may be an occasional need to change the data format or schema as the data is modified and/or updates or addendums to the data are completed. Such changes may be done at any time for any reason without further notice.

## **Endorsements and Links**

Reference to any product, process, publication, or service of any third party by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement or recommendation by the Village of Oswego. Trademarks contained on this website are the property of their respective owners.

This website may contain links to public and private websites. Please be aware that the Village of Oswego does not control or guarantee the accuracy, relevance, timeliness, or completeness of this outside information. The Village of Oswego does not necessarily endorse the views expressed or the content presented on any of these websites. Furthermore, the Village of Oswego does not endorse any commercial products or services that may be advertised or available for purchase on any of these websites. All links are subject to the approval of the Village's Community Relations Department.

## **Posted Content**

The Village of Oswego reserves the right to remove and/or investigate User Content posted to or transmitted via the Village of Oswego website or any of its authorized third-party software applications as well as any other actions which the Village of Oswego determines, in its sole judgment, to be inappropriate, offensive, illegal or might violate the rights, harm or threaten the safety of others or otherwise violate these Terms of Use. The following is a partial list of the kind of User Content that is prohibited from transmission through the Village of Oswego's online services:

- Material, which is profane, obscene or pornographic.
- Material, which is abusive, discriminatory or hateful on account of race, national origin, religion, age, gender, disability or sexual orientation.
- Threats, personal attacks, harassment or advocating the harassment of another person.
- Solicitations or advertisements.
- Potentially libelous statements or material.
- Impersonating any person or entity or falsely misrepresenting your affiliation with any other person or entity.
- Behavior invasive of another person's or entity's privacy.
- Promoting or providing information that you know to be false or misleading.
- Promoting or providing instructional information about illegal activities.
- Infringing any patent, copyright, trademark, service mark, trade secret or other proprietary right of any other party.
- Comments unrelated to the discussion or material in the Service area.
- Taking any action which disrupts the operation of the Service.

# Copyright

Village of Oswego retains copyright protection on all text, graphic images, design, sound, and other content on its website. This means that you may not: distribute the text or graphics to others without the express permission of the Village of Oswego; "mirror" this information on your server without our permission; or modify or re-use the text or graphics on this system. You may print copies of the information for your own personal use and reference this server from your own documents. Commercial use of the materials is

prohibited without advance written permission from the Village of Oswego. To inquire about obtaining permission to use any materials from the Village's website, contact the Village Community Relations Department. The Village of Oswego reserves all rights.

## Privacy and Security

The Village of Oswego is committed to maintaining your online privacy.

#### GENERAL INFORMATION COLLECTED

The Village of Oswego automatically collects non-personal information about your visit to its website, such as, but not limited to, the date, type of browser used, and technical Internet protocol data. The Village collects this information from its user logs and refers to it in summary form for identifying trends. The Village collects this information to help make its website more useful to users. The Village does not track or record information about individuals and their visits.

### PERSONAL INFORMATION COLLECTED

During your visit to the Village's website, you may choose to participate in a survey, send an email, or perform some other transaction online. To complete a transaction, you may be asked to provide personal information, such as: your name, address, phone number or payment account. You always have the option to decline participation in any activity that asks for personal information. Choosing not to participate will in no way affect your ability to browse, read or download general information provided on the website.

Information provided for a transaction is used only for the purpose of completing and recording the transaction. The Village contracts with some third parties to provide Internet related services. The Village discloses Personal Information to third party service providers when required to ensure the accurate operation, protection, security, and maintenance of the services provided to you. Information requested will be no more specific than if a visitor were engaging in the transaction by other means, including by telephone or in-person while visiting a Village facility. In all cases, the Village strives to

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collect the minimum information necessary to comply with applicable laws or provide the service requested.

If you submit a question or comment that contains personal information, the Village will use the information to respond to your request and analyze trends. If necessary, the Village may redirect your message to another government agency or person who is in a better position to answer your question.

The Village does not sell or rent or otherwise distribute user information, including electronic mail addresses, to any outside company or organization, unless legally required to do so. This applies to information that may be collected on the Village's website and on that of any third party with whom the Village contracts to provide Internet related services.

No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

# HOW YOUR PERSONAL INFORMATION IS PROTECTED

Increasingly, you have the option to do business with the Village over the web, including making electronic payments for goods and services. Such transactions are allowed only under tightly controlled circumstances, where there are appropriate technological and other safeguards in place to protect financial and other sensitive data. The Village uses industry standard practices to safeguard the confidentiality of your personal information, including encryption using secure sockets layer (SSL). The Village will take all reasonable precautions to safeguard the confidentiality of such information but may NOT be held liable for any injury caused by the disclosure of that information, whether caused by security breach, accident, inadvertence, or any other act resulting in disclosure.

# EMAIL AND TEXT MESSAGE COMMUNICATIONS

If you wish to unsubscribe from our email campaigns, please click on the Unsubscribe link at the bottom of any marketing email sent from us.

If you wish to stop receiving text messages from us, reply STOP, QUIT, CANCEL, or OPT-OUT.

UNSUBSCRIBE to any text message sent from us. For more information, see our Mobile Messaging Terms and Conditions available at <a href="https://www.oswegoil.org/">https://www.oswegoil.org/</a> and reference Mobile Terms and Conditions.

# HOW THE INFORMATION ON THE WEBSITE IS PROTECTED

The Village has taken several steps to safeguard the integrity of its data and prevent unauthorized access to information it maintains, including but not limited to authentication, monitoring, auditing, and encryption. Security measures have been integrated into the design, implementation, and day-to-day practices of the entire operating environment as part of its continuing commitment to risk management. These measures are designed and intended to prevent corruption of data, block unknown or unauthorized access to our systems and information, and to provide reasonable protection of private information in our possession. This information should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof, the security of information provided via the Village's website.

#### PRIVACY POLICY CHANGES

Changes to the Village's website privacy policy will be posted on this page so that you are aware of the information being collected, how it is used, and under what circumstances it is disclosed.

Tell us what you think. The Village of Oswego welcomes your questions and comments about our website policies. Please send e-mail to <a href="mailto:info@oswegoil.org">info@oswegoil.org</a>.

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Neither the Village, nor any department, officer or employee of the Village warrants the accuracy, reliability or timeliness of any information published by this system and may not be held liable for any losses caused by reliance on the accuracy, reliability, or timeliness of such information. Portions of such information may be incorrect or not current. Any person or entity that relies on any information obtained from this system does so at his/her own risk.

# Legal

Communications made through the Village of Oswego's website in no way constitute a legal or official notice to the Village of Oswego or its departments or any official or employee of the Village of Oswego for any purpose.

These terms should not be construed as legal advice. These terms are not presented as a complete or accurate recitation of any or all applicable regulations. The use or misuse of any material, data, or information provided on this site may have implications under Federal, State, and local laws that are frequently amended and are at times subject to interpretation. You should seek appropriate legal or other professional advice to address specific facts and circumstances.