

Information Services

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City of La Crosse Website Terms and Conditions of use

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DISCLAIMER

CONTENT

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Advice or information received via this Site should not be relied upon for personal, legal or financial decisions and you should not substitute for legal, accounting, real estate, business, tax, or other professional advice. For this, you should consult the appropriate professional for specific advice tailored to your situation.

Use of this Site is at your own risk. The City does not warrant that the Site will be uninterrupted, problem-free, free of omission, or error-free. All products, information and services contained in the Site as well as the function of the Site are provided "as is" and the City disclaims all warranties and conditions with regard to the Site of any kind, including all implied warranties and conditions of title, merchantability, fitness for a purpose or use, non-infringement or accuracy.



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WEBSITE COMMUNICATIONS/E-MAIL TO CITY OFFICIALS

The City of La Crosse has no obligation to monitor communications originating or coming through the Site. You acknowledge that communications to any City department are not private communications; therefore others may read your communications without your knowledge. Furthermore, the City of La Crosse reserves the right at all times to disclose any information deemed by the City of La Crosse necessary to satisfy any applicable law, regulation, legal process or government request.

Communications made through e-mail or the City's website shall in no way be deemed to constitute legal or official notice to the City of La Crosse or any of its agencies, officers, employees, or representatives, with respect to any existing or potential claim or cause of action against the City or any of its agencies, officers, employees, or representatives, where notice is required by federal, state, or local laws, rules, or regulations.

LIMITATION OF LIABILITY

In no event shall the City of La Crosse be liable for any direct, indirect, consequential, incidental, punitive, special damages or any damages whatsoever including, without limitation, damages for loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction, or any other damages arising out of or in any way connected with:

- The delay or inability to use this Site and/or materials contained on the Site;
- The use or performance of this Site and/or materials contained on the Site;
- The provision of or failure to provide services;
- The incorrect use of materials or information contained on this Site;
- Any information, products, services and related graphics obtained through this site, or otherwise arising out of the use of this Site, whether based on contract, tort, strict liability or otherwise, even if the City of La Crosse has been advised of the possibility of damages.

The City strives to provide a safe and enjoyable computing environment. The City, however, assumes no liability for any virus or other contamination of or damage to your computer that might occur during or as a result of visiting its Site.

If you are dissatisfied with any portion of this Site, or with any of the following terms of use, your sole and exclusive remedy is to discontinue using this Site.



BROWSER STANDARDS

This Site is designed for optimum viewing on a 1024 x 768 screen resolution using Microsoft Internet Explorer 7. While the Site can be viewed using other versions of Internet Explorer and other browsers, Internet Explorer 7 may be required to use certain online applications.

We make use of pop-up windows in various places within the Site. Disabling pop-up or spawned windows may adversely affect use and/or user experience of the Site.

ONLINE APPLICATIONS

Our online applications are designed for these configurations:

Microsoft Internet Explorer 7. Browser must support 128-bit encryption, JavaScript, cookies, and pop-up windows. Please be aware that our online applications are not tested in Netscape browsers.

OPERATING SYTSEM

Our applications are tested using Microsoft Windows XP and Microsoft VISTA.

TERMS OF USE

GENERAL

This site contains hyperlinks to websites created and maintained by businesses and organizations other than the City of La Crosse, including government agencies, non-profit organizations and private businesses. When you link to another site, you are no longer on the City's Site. Once you leave the City's Site, these Terms and Conditions of Use will not apply, rather, the Terms and Conditions of the new site will take effect. These Terms and Conditions of Use apply only to the Site registered and maintained by the City of La Crosse and its agencies. Refer to the EXTERNAL LINKS section in the Disclaimer for further information.

MODIFICATION OF THE TERMS AND CONDITIONS OF USE

The City of La Crosse maintains the right to modify these Terms and Conditions of Use without notice. However, at the discretion of the City of La Crosse, the City may do so by posting notice of such modifications on this page. Any modification is effective immediately upon posting the modifications unless otherwise stated. Your continued use of the site following the posting of any modification signifies your acceptance of such modification. You should periodically visit this page to review the current Terms and Conditions of Use.

CONDUCT

As a condition of your use of this Site, you represent and warrant to the City of La Crosse that you will not use this Site for any purpose that is unlawful or violate the terms, conditions and notices contained herein, including, but not limited to:



- Use of the Site to commit a criminal offense or to encourage others to commit a criminal offense;
- Post or transmit any threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, or otherwise objectionable content;
- Use the Site to impersonate other parties or entities;
- Use the Site to upload any content that contains a software virus, "Trojan Horse" or any other computer code, file, or program that may alter, damage, or interrupt the functionality of the Site or the hardware of any other person who accesses the Site.
- Use the Site to upload, post, e-mail, or otherwise transmit any materials that you do not have the authority to transmit by law or under any contractual relationship;
- Alter, damage, or delete any content posted on this Site;
- Use this Site to disrupt the normal flow of communication in any way;
- Use this Site to claim a relationship with or speak for any business, association or other organization that you do not have authority to communicate for;
- Use this Site to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation;
- Use this Site to post any material that infringes or violates the Intellectual Property rights of others;
- Use this site to collect or store personal information about others.

You are solely responsible for understanding all laws, statutes, rules and regulations pertaining to your use of this Site.

LINKING TO THE CITY OF LA CROSSE WEBSITE

Unless otherwise advised by the City of La Crosse, you are granted permission to create hyperlinks to the content on this Site. The City of La Crosse reserves the right to revoke this permission, or access to specific links at any time, and may discontinue links due to content management practices and changes.

Each page within this Site must be displayed in full, without any accompanying frame, border, margin, design, branding, trademark, advertising or promotional materials not originally displayed on the page within this Site.

TERMINATION OF USE

The City of La Crosse reserves the right in its sole discretion to deny, terminate or suspend any user access and use of this Site without notice and for any reason. Reasons for this include, but are not limited to, violation of the Terms and Conditions of Use or conduct deemed to be unlawful or harmful to others in the sole discretion of the City of La Crosse. In the event of termination, you are no longer authorized to access the Site and the City of La Crosse will use whatever means possible to enforce this termination.

COPY RESTRICTIONS

Unless stated to the contrary, data on this Site is public information and is generally available to copy or distribute. Certain information and/or images found on the Site are copyrighted and may not be copied without express written permission by the City of La Crosse, and they include the City and Department Logos and all images used on this Site.



GOVERNING LAW

This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives the right to challenge venue.

BINDING EFFECT

This Agreement shall be binding upon all who use the City of La Crosse's services, property, and other assets mentioned in the City of La Crosse Website Terms and Conditions of Use with respect to the Site and associated content, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this 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. Fictitious names of companies, products, people, characters and/or data mentioned herein are not intended to represent any real individual, company, product or event. Any rights not expressly granted herein are reserved.

CONTACT US

If you have any questions or concerns about the City of La Crosse Website Terms and Conditions of Use, please contact the City of La Crosse <u>Information Services Department</u>.

