

VILLAGE OF NORTHFIELD WEBSITE USER AGREEMENT GENERAL

The Village of Northfield web site is offered to you, the user ("User"), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification. User access and use of this site constitutes acceptance of these terms and conditions.

The website is a Village of Northfield system, provided as a public service. Government personnel and the general public may use this system to review and retrieve publicly available government information. User agrees to use this web site as permitted by applicable local, state, and federal laws. User agrees, therefore, not to: 1) knowingly and without authorization, alter, damage, or destroy the Village of Northfield's or another user's computer system, network, software, program, documentation or data contained therein 2) use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law. In addition, taking action which results in blocking access to this website by other users will be deemed an unauthorized use.

Anyone using this system expressly consents to administrative monitoring at all times. You (User) are further advised that system administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If you (User) do not wish to consent to monitoring, exit this system now.

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In preparation of these pages, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information may occur. In particular but without limiting anything herein, the Village of Northfield disclaims any responsibility for accuracy and/or typographical errors of the information that may be contained on the Village of Northfield web pages. The information and data included on the Village of Northfield servers have been compiled by the Village of Northfield staff from a variety of sources, and are subject to change without notice to the User. The Village of Northfield makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of such information and data.

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The Village of Northfield reserves the right to deny links to any web site for any reason, including but not limited to websites that contain obscene or objectionable images and/or text and web sites that are associated with, sponsored by or serving a candidate for elected office, any political party or organization supporting or seeking to defeat any candidate for elective office or ballot proposal.

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DISCLAIMER OF DAMAGES

By using the Village of Northfield web pages, the User assumes all risks associated with the use of this site, including any risk to User's computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated via a Village of Northfield web page, link or User's access to it. The Village of Northfield shall not in any event be liable for any direct, indirect, punitive, special, incidental, or consequential damages, including, without limitation, lost revenues, or lost profits, arising out of or in any way connected with the use or misuse of the information or lack of information on the Village of Northfield web site or with the delay or inability to use this web site, or from any information, documents, services, software, or other material obtained through this web site, or otherwise arising out of the use of this website, whether based on contract, tort, strict liability or otherwise, even if the Village of Northfield and/or any of its employees/affiliates has been advised of the possibility of damages. The Village of Northfield shall not be liable for any loss or injury caused in whole, or in part, by its actions, omissions, or contingencies beyond its control, including in procuring, compiling, or delivering the information, or arising out of any errors, omissions, or inaccuracies in the information regardless of how caused, or arising out of any user's decision or action taken or not taken in reliance upon information furnished.

DISCLAIMER OF ASSOCIATION WITH USER

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and the Village of Northfield as a result of this Agreement or use of this web site. User agrees not to hold himself or herself out as a representative, agent, or employee of the Village of Northfield and the Village of Northfield shall not be liable for any representation, act or omission of the User.

USE OF BULLETIN BOARD, OR ANY OTHER COMMUNICATION OR INTERACTIVE FORUMS

To the extent that this web site contains or may in the future contain bulletin boards, discussion webs, chat rooms, or other message, interactive or communication facilities involving the Village of Northfield and other users ("Forums"), the User agrees to use such Forums only to send and receive messages and material that are proper and related to the particular Forum. By way of example, and not as a limitation, the User agrees that when using a Forum, the User shall not violate the law by:

Defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy and publicity) of others. publishing, posting, distributing, or disseminating any defamatory, infringing, obscene, indecent or unlawful material or information.

Uploading or downloading files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the User owns or controls the rights thereto or has received all necessary consents. Deleting any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.

Falsifying the origin or source of any material contained in a file that is uploaded. Knowingly introducing viruses, corrupted files or any other similar software or programs that may damage, alter or destroy this website or the operation of another's computer system, network software, program, documentation or data contained therein. Knowingly accessing or attempting to access or use the Village of Northfield's computer system, computer network or any part thereof, including this website, for the purpose of devising or executing any scheme or artifice to defraud; obtaining money property or services by means of false or fraudulent pretenses, representations or promises; or committing theft, including but not limited to theft of proprietary information.

User agrees to (as available) send and receive electronic mail, engage in conferences and chats, download and upload files, and otherwise use this web site only as permitted by these terms and conditions, any additional policies or procedures published in this web site from time to time by the Village of Northfield, and applicable law

The Village of Northfield reserves the right to remove any contents of this website received from users for violations of the Village of Northfield forum use policies and other applicable regulations and law, including violations of others' constitutional rights. The Village of Northfield reserves the right to edit any notices or postings for length if and when such length interferes with other users' access to and use of this forum.

The User acknowledges that chats, conferences, bulletin boards, discussion webs and any other such interactive or communications' forums hosted by this web site are public and not private communications. Further, the User acknowledges that chats, posting conferences, discussion webs and other communications by other Users are not endorsed by the Village of Northfield, and such communications shall not be considered reviewed, screened, or approved by the Village of Northfield.

The User acknowledges that any communications or material submitted by electronic mail, interactive forms or otherwise, including any data, questions, comments, suggestions, or the like is and will be treated as non-confidential and non-proprietary. Anything that the User transmits or submits may be used by the Village of Northfield for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast, and posting. The Village of Northfield is free to use any ideas, concepts, know-how, or techniques contained in any communication the User transmits or submits to the Village of Northfield by electronic mail, interactive forums or otherwise, for any purpose whatsoever, including but not limited to disseminating such information.

INDEMNITY

As a condition of use of the Village of Northfield's web site, the User agrees to indemnify the Village of Northfield, its officers, employees and agents against any and all liability, expenses (including attorney's fees) and damages arising out of any and all claims resulting from User's use of this web site, including without limitation any claims alleging facts that if true would constitute a breach by User of these terms and conditions. The User further agrees to indemnify the Village of Northfield, its officers, employees and agents against any and all liability, expenses (including attorney's fees) and damages arising out of any and all claims that information or material that User has submitted to the Village of Northfield web site is in violation of any law or breach of any third party rights, including but not limited to claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright and infringement of any other intellectual property right.

JURISDICTION

The laws of the State of Illinois, USA, govern this Agreement. User consents to the exclusive jurisdiction and venue of courts in Cook County, Illinois, USA in all disputes arising out of or relating to the use of this web site. Use of this web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

The Village of Northfield's performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of the Village of Northfield's right to comply with law enforcement requests or requirements relating to the User's use of this web site or information provided to or gathered by the Village of Northfield with respect to such use.

SEVERABILITY

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 limitation 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.

CLOSING OF AGREEMENT

This Agreement constitutes the entire agreement between the User and the Village of Northfield with respect to this web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and the Village of Northfield with respect to this web site. This Agreement shall be deemed to include all other notices, policies, disclaimers and other terms contained in this web site; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control. A printed version of this Agreement and of any notice given in electronic form will 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.

Any rights not expressly granted herein are reserved.