

## **Legal Disclaimer**

### **Purpose**

The Belvidere Township has developed this website for the purpose of providing useful information to its residents and others interested in the Township.

### **Terms of Use**

Access to the Township's website is provided subject to the terms and conditions contained in this Legal Disclaimer. Please read these terms carefully as use of this website constitutes acceptance of these terms and conditions.

### **General Conditions of Use**

User agrees to comply with all applicable local, state, and federal laws in using this website, and also agrees not to (1) alter, damage, or destroy the Township's or another user's system, network, software, program, documentation, or data; (2) conduct any business or activity or solicit the performance of any activity that is prohibited by law; or (3) take any action that results in blocking access to this website by other users.

### **Privacy**

The Township respects the privacy of users of its website and does not share or distribute any information received from users of its website to third parties, except as required by law, including the Freedom of Information Act, or by order of a court or other enforcement agency.

### **Disclaimer of Liability**

Neither Belvidere Township, nor any of its employees or elected officials, will be responsible or held liable to users of the Township website for any improper or incorrect use of the information described or contained on the Township's website. In no event shall Belvidere Township or its elected officials or employees be liable for any direct, indirect, incidental, special, exemplary, or consequential damages arising in any way out of the use of this website. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, computer hacker, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tort, negligence or under any other cause of action.

### **Disclaimer of Warranties and Accuracy of Data**

Although the data found on the Township's website has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. The Township and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the

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### **Disclaimer of Endorsement**

The Township's website is a distributor of content sometimes supplied by third parties and users. Any opinions, advice, statements, services, offers, links, or other information or content expressed or made available by third parties are those of the respective author or distributor and do not necessarily state or reflect those of the Township or its elected officials and shall not be used for advertising or product endorsement purposes. Reference to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or support by the Township.

### **Disclaimer of External Links**

The Township's website contains links to other related Internet sites and resources. Belvidere Township is not responsible for the contents or operation of any external sites. The user specifically acknowledges that the Township is not liable for the defamatory, offensive, or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user. Links from Township web pages on the Internet to other sites do not constitute an endorsement from the Township. These links are provided as an information service only. It is the responsibility of the user to evaluate the content and usefulness of information obtained from other sites. Since the Township's website is not responsible for the availability of these outside resources or their contents, you should direct any concerns regarding any external link to its site administrator or webmaster.

### **Indemnity**

As a condition of use of the Township's website, the user agrees to indemnify the Township, its officers, employees, and agents against any and all liability, expenses (including attorneys' fees) and damages arising out of any and all claims resulting from the user's use of this website. The user further agrees to indemnify the Township, its officers, employees, and agents against any and all liability, expenses (including attorneys' fees) and damages arising out of any and all claims that information or material that user has submitted to the Township website is in violation of any law or breach of any third party rights, including but not limited to claims in respect to defamation, invasion of privacy, breach of confidence, infringement of copyright, and infringement of any other intellectual property right.

### **Choice of Law**

The laws of the State of Illinois shall apply to all uses of this data and this system, and resolution of any dispute will be governed by the laws of the State of Illinois.