City of Bishop Website Terms and Conditions

General
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2. Any claim attributable to errors, omissions, or other inaccuracies in this site, the materials and/or listings or information downloaded through this site.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, the City of Bishop’s liability is limited to the greatest extent permitted by law.

**Indemnification**
You agree to indemnify, defend and hold harmless the City of Bishop and its officers, employees, agents and the assigns of same, from and against any and all loss, costs, expenses (including reasonable attorneys' fees and expenses), claims, damages and liabilities related to or associated with your use of this site and any violation of these Terms and Conditions by you.

**Governing Law and Jurisdiction**
These Terms and Conditions constitute a contract made under and shall be governed by and construed in accordance with the laws of the State of California. You agree that the Inyo County Superior Court, if it has subject matter jurisdiction, shall have exclusive jurisdiction to hear and determine any claims or disputes between you and the City of Bishop (and/or its officers, employees, agents and the assigns of same), pertaining directly or indirectly to these Terms and Conditions, or to any matter arising there from, or any other document executed and delivered in connection herewith or therewith.

**Miscellaneous**
Except as expressly provided in a particular legal notice posted by the City of Bishop on this site, these Terms and Conditions constitute the entire agreement between you and the City of Bishop with respect to the use of this site and the materials. The city’s failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms and Conditions. The City of Bishop may assign its rights and duties under these Terms and Conditions to any party at any time without notice to you.

**Privacy**
We will collect no personally identifiable information about you when you visit our web site or
use our services unless you choose to provide that information to us.

This covers this website’s treatment of personally identifiable information that the city collects when you are on this website and when you use this website’s services. This does not describe information collection policies on other sites, including those linked to or from this site.

This site is not directed to children under 13 years of age, and children under 13 years of age shall not use the web site or services offered by this site to submit any individually identifiable information about themselves.

The city does not collect any personally identifiable information about you through this website other than information that you affirmatively choose to submit to us. The city may automatically collect aggregate information about the use of its site, including which pages are most frequently visited, how many visitors we receive daily, and how long visitors stay on each page.

The personally identifiable information we collect from and about you may be used to provide e-mail-based newsletters and other information to you as you request and to notify you from time to time about services offered by the city or other entities associated with the city.

We may disclose information about you if we have a good-faith belief that we are required to do so by law or legal process, to respond to claims, or to protect the rights, property or safety of the city or others.

**Last Update**
These Terms and Conditions were last updated in August 2009.

**Contact Information**
Questions or comments regarding this site should be sent by e-mail to webmaster@ca-bishop.us or by mail to 377 West Line Street, Bishop, California 93514.