



CITY OF BISHOP

377 West Line Street - Bishop, California 93514
Post Office Box 1236 - Bishop, California 93515
760-873-8458 publicworks@ca-bishop.us
www.ca-bishop.us

City of Bishop Website Terms and Conditions

General

By using the web site, discussion list and other services offered by the City of Bishop, you signify your assent to these Terms and Conditions. If you do not agree to all of these Terms and Conditions of use, do not use this site.

The City of Bishop website is an online information service provided by the city, which may revise and update these Terms and Conditions at any time by posting such revised Terms and Conditions at www.ca-bishop.us. Your continued usage of this site or any of its services will mean you accept those changes.

No Legal Advice

The materials available on this site have been prepared by the city, its staff and other contributors for informational purposes only, are not legal advice and should not be relied on as such. The city does not guarantee or warrant that the materials are accurate, complete or up-to-date. The materials are general in nature and may not apply to particular factual or legal circumstances. Laws and procedures change frequently and are subject to differing interpretations. The materials are not intended to substitute for obtaining legal advice from competent, independent, legal counsel in the relevant jurisdiction. If you want legal advice, please consult a lawyer. This site is not intended to create, and your use of the materials does not constitute, a lawyer-client relationship. You should not act upon any of the materials without seeking professional counsel. Any opinions, whether legal or otherwise, expressed on this site are solely those of the respective author or authors.

Copyright

The materials are protected by United States and other copyright laws, except for works of the United States Government pursuant to 17 United States Code Section 105. The selection, arrangement and presentation of all materials (including information in the public domain), and the overall design of this site are copyright © City of Bishop. All rights reserved. The city is the owner of all copyrights in and to the materials, except for works of the United States Government pursuant to 17 U.S.C. Section 105 and as otherwise indicated. Permission is granted to view and print materials from this site for the non-commercial purpose of viewing, reading and retaining for reference. Any other copying, distribution, retransmission or modification of information or materials on this site, whether in electronic or hard copy form, without the express prior written permission of the city, is strictly prohibited.

No Warranties

The City of Bishop does not make any express or implied warranties, representations or endorsements whatsoever (including, without limitation, the implied warranties of merchantability or fitness for a particular purpose) with regard to this site, the materials, any products, information or service provided through this site, or any third party sites listed on this

site, and the city shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. The city does not warrant that this site will be uninterrupted or error-free or that defects in this site will be corrected. The city site is provided on an "as is, as available" basis.

In no event will the City of Bishop or its officers, employees, agents and the assigns of same be liable for:

1. Any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use this site, the materials or any information, or transactions provided on this site or downloaded from this site, even if the city of bishop or its authorized representatives have been advised of the possibility of such damages, or
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.