

## Terms of Use

# Website Terms of Use and Legal Restrictions

**ATTENTION:** Please read these terms of use (“Terms”) carefully before using this website. Using this website indicates that you accept these terms. If you do not accept these terms, do not use this website. Holcomb Recreation Commission (HRC) reserves the right to revise, amend or modify these terms and our other policies and agreements at any time and in any manner by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

## **User Registration and Responsibilities**

If you are thirteen (13) years of age or older you may register with the HRC website as a user. You will be given a unique user name and password (“User Account”). You may change your password at any time by updating your account settings on the HRC website. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities occur under your password or account. You are also solely responsible ensuring that your exit or log-off from your User Account at the end of each session of use. You will notify HRC immediately of any unauthorized use of your password or User Account. HRC has taken what it considers to be reasonable and customary security precautions and measures to safeguard you User Account information we cannot and do not guarantee the effectiveness of our security measures or the safety of your User Account information sent to or from this Site over the Internet.

You agree to immediately notify HRC of any unauthorized use of your password or account or any other breach of security. HRC cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

## **Information and Representations made at Registration**

By registering with HRC, you agree to provide true, accurate, current and complete information about yourself in all required fields of the registration form and in all descriptive content you post about yourself. If any of your information changes, you agree to update your registration information as soon as possible. Should HRC suspect that your registration information or descriptive content is not complete, current or accurate or that you have otherwise violated these terms, your account may be subject to suspension or termination, anything you posted may be deleted we may be deleted and you may be barred from using the HRC website.

## **Use of Site**

Holcomb Recreation Commission (“HRC”) is the owner of this website as a whole and of any individual content on the website that is provided by HRC staff members or contributors who provided work under contract with HRC. HRC authorizes you to access, view and download the text, graphics, images, documents and other materials (“Content”) contained in or made available through this Website (“Site”) only for your personal non-commercial use. You must retain all copyright and other proprietary notices contained in the original Content.

You may not modify the Content at this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose. For purposes of these Terms, any use of the Content on any other Website or networked computer environment for any purpose is prohibited. Any unauthorized use of any Content at this Site may violate copyright, trademark, and other laws. No titles to nor ownership of any Content is transferred to you. All rights not expressly granted by HRC to you are retained by us. You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site and all related charges.

## **Restriction of Use**

This Site may only be used for lawful purposes consistent with all rights of other parties and may not be used to violate any state, federal, or local laws. Unlawful activities include but not limited to storing, distributing or transmitting any threatening, libelous, defamatory, obscene, or pornographic or any other content (by email, uploading, posting, or otherwise) in violation of privacy rights or copyright or trademark rights, or attempting to compromise the security of this Site or any networked account. You are expressly prohibited from violating or attempting to violate the security of this Site, including, without limitation, (a) accessing data not intended for you or logging into a server or account which you are not authorized to access, (b) attempting to probe, scan, or test the

vulnerability of a system or network or to breach security or authentication measures without proper authorization, or (c) attempting to interfere with service to any other user, host, or network, including, without limitation, via means of submitting a virus to the Site, overloading, “flooding”, spamming”, “mailbombing”, or “crashing”. Violations of system or network security may result in civil or criminal liability. HRC may investigate occurrences which involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting those who are involved in such violations. HRC requests that anyone who believes that there is a violation of these Terms direct the information to [hrcdirector@wbsnet.com](mailto:hrcdirector@wbsnet.com)

Further, except with HRC express advance authorization or in a clearly designated area, you may not use the website to: (a) upload, post, email or otherwise transmit any Communications that provides any telephone numbers, street addresses, last names, URLs or email address; (b) engage in commercial activities within HRC (such as by advertising or selling products or services or inducing other users to enroll in a promotional or money-making enterprise); or (c) solicit donations for any purpose.

## **Termination**

You may terminate your User Account at any time and for any reason by providing notice of such intent to terminate to HRC at [hrcwellnessdir@wbsnet.org](mailto:hrcwellnessdir@wbsnet.org). HRC may terminate your User Account or your use of this Site Immediately with prior notice if HRC, in its sole discretion believes you have violated these Terms, or any of the applicable user policies. Upon any termination of your User Account, you must immediately stop accessing and destroy any Content downloaded or printed from this Site. Except as otherwise expressly provided herein, all sections of these Terms which by their nature should survive termination will survive termination, including, without limitation, the sections pertaining to proprietary rights, warranty disclaimers, indemnification and limitations of liability.

## Third Party Software

You may be able to download third party software (“Third Party Software”) from this Site. If you download Third Party Software from this Site, use of the Third Party Software is subject to the license terms associated with such Third Party Software in the applicable end user software license agreement(s) that accompanies or is provided with such Third Party Software (“End User Software License Agreement”). You may not download or install the Third Party Software until you have read and accepted the terms of the End User Software License Agreement.

User Communications and Submissions. Any content, information or other communication you transmit or post on the Site in any form including, but not limited to text, data, photographs, video, music, sound, chat, messages or files, will be considered non-confidential and non-proprietary (“Communications”). The interactive nature of postings on HRC it impossible for HRC to assume responsibility for the materials posted. Therefore the Communications not endorsed by HRC, and we make no guarantee regarding the reliability, accuracy or quality of any Communications posted on the website. You acknowledge that you will evaluate and bear any risks related to your use of any Communications, including any reliance on the accuracy, completeness or usefulness of such Communication. All Communications posted to the website is the sole responsibility of the person who originally posted the Communication, and your sole recourse for any damage you may suffer as a result of Communication shall be to such individual.

HRC will have no obligations with respect to the Communications. HRC and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications for any and all commercial or non-commercial purposes. HRC will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the Site (Submissions”) and if required, you agree to assign such Submissions to HRC free of charge. HRC or any of its

affiliates or subcontractors may use such Submissions as it deems appropriate in its sole discretion.

If you chooses to post Communications on HRC webpages, we require that you adhere to generally accepted rules of etiquette and standards of behavior and that your use of HRC reflects your respect for the legal rights of the other users and individuals connected with HRC. You also agree that if you post Communications of an adult nature you will clearly mark the Communications as such.

HRC may, but is not obligated to, monitor or review any areas on the Site where users transmit or post Communications or communicate solely with each other, including but not limited to chat rooms, bulletin boards or other user forums, and the content of any such Communications. We reserve the right to remove any Content that, in our sole judgement, may be considered to be illegal or may violate these Terms. HRC will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise.

## **Links to Other Websites**

Links to third party Websites (“Third Party Sites”) on this Site are provided solely as a convenience to you. If you use these links, you will leave this Site. HRC has not reviewed any of these Third Party Sites and these sites are not governed by these terms or HRC Privacy Policy (see below). These links may unintentionally lead to sites, containing information that some may find inappropriate or offensive. HRC does not endorse or make any representations about any of these Third Party Sites, or any information, software or other products or materials found there, or any results that may be obtained from using such sites. If you decide to access any of the Third Party Sites linked to this Site, you do this entirely at your own risk.

## **Privacy Policy**

Please see our Privacy Policy, which contains a description of the information gathering and dissemination practices for this Site. As a condition to the use of this Site, users of the Site expressly agree to the terms set forth in our Privacy Policy, which is incorporated by reference in to these Terms as if they were fully set forth in these Terms.

## **Modifications to the website**

HRC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the website (or any part thereof) with or without notice. HRC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the website.

## **Disclaimer**

**You assume total responsibility and risk for your use of the site and the internet. HRC make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the site or any content. HRC does not represent or warrant that:**

- i. The use or operation of the site will be secure, timely, uninterrupted or error-free,**
- ii. The site will meet your requirements or expectations,**
- iii. any stored content will be accurate or reliable or its integrity maintained,**
- iv. the quality of any products, services, information, or other material purchased or obtained by you through the site will meet your requirements or expectations,**
- v. errors or defects will be corrected,**
- vi. the site or the server(s) that make the site available are free of viruses or other harmful components.**

**HRC has no control over and accepts no responsibility whatsoever for the content on this site. The site and all content is provided to you strictly on an “as is” basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable laws by HRC.**

## **Limitation of Liability**

**In no event will HRC, its officers, directors and employee or its suppliers, or other third parties mentioned at this site be liable for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this site, any website linked to this site, or the content or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. If your use of the content or information from this site results in the need for servicing, repair or correction of equipment or data, you assume all costs thereof. In no event shall HRC liability exceed the amount actually paid, if any, by you for the site in the 12 months prior to the act or injury that gave rise to the liability. Because some states and jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above limitation or exclusion may not apply to you.**

## **Indemnification**

**You agree to indemnify, defend and hold harmless HRC, its officers, directors and employees and its suppliers from and against any liabilities, losses and reasonable costs and expenses (including reasonable attorney’s fees) arising out of any claims or suits by any third party connected with or resulting from your use of the Site in any unlawful manner or in any manner inconsistent with these Terms.**

## **U.S. Government Restricted Rights**

Government users will receive no greater than Restricted Rights as defined in FAR 52.227-14, FAR 52.227-1(c)(1-2) (Jun 1987) or DFAR 252.227-7013(c)(1)(ii) (Oct 1988), DFAR 252.221-7015(c) (May 1991), DFAR 252.227-7014, or DFAR 252.227-7018 as applicable in any Software at this Site. Government users will secure no greater than limited rights as defined in FAR 52.227-14, DFAR 252.227-7015, DFAR 252.227-7018, or DFAR 252.227-7013 as applicable in any technical data at this Site.

## **Copyright Infringement**

HRC respects the intellectual property of others, and we ask our users to do the same. Thus, in your use of and interactions with HRC and the website, you may not post, modify, distribute or reproduce in any way any Communications that are copyrighted material belonging to others, without obtaining their prior written consent. HRC reserves the right, in its discretion, to remove any Communications if we believe in may infringe the copyright rights of others, and/or terminate the accounts of users who we believe to be infringers. If you believe that your work has been copied and posted on the website in way that constitutes copyright infringement, we will respond to notices of alleged infringement that comply with Digital Millennium Copyright Act 1998 (the "DMCA"), a federal law that provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. The requirements for notices under the DMCA can be found at <https://www.law.cornell.edu/uscode/text/17/512>. HRC agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

- By email: [hrcdirector@wbsnet.org](mailto:hrcdirector@wbsnet.org)
- By mail:

Holcomb Recreation Commission, PO Box 78, Holcomb, KS 67851

We suggest that you consult with a legal advisor before filing a notice under the DMCA. Also, be aware that there can be penalties for false claims under the DMCA.

## **Applicable Laws**

This Site is administered by HRC from its offices in Holcomb, Kansas. HRC makes no representation that materials at this Site are appropriated or available for use outside the United States, and access to them from territories where their contents are illegal is prohibited. You may not use or export or re-export the materials at this Site or any copy or adaptation in violation of any applicable laws or regulations including without limitation U.S. export laws and regulations. If you choose to access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws. These Terms will be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to any principles of conflicts of laws. You agree that any legal action or proceeding between you and HRC for any reason arising out of or relating to these Terms or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting the city of Holcomb, Kansas and you submit to the jurisdiction of such court. Any cause of action or claim you may have with respect to HRC must be commenced within one (1) year after the claim or cause of action arises.

## **Violations of These Terms of Use**

Please report any violations of these terms, including objectionable Communications or behavior, to [hrcdirector@wbsnet.org](mailto:hrcdirector@wbsnet.org). Please state the reasons for your concern and provide a link to the Communication or, if appropriate, the behavior in question. Upon receiving such a report of a possible violation, HRC in its sole discretion may investigate the matter and take such action as HRC determines to be appropriate.

## **General**

If any provision of these terms and conditions is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate or render unenforceable any other provision of these Terms. Notwithstanding any provision to the contrary, HRC will not be liable to you for any delay or interruption in performance of any obligation resulting from governmental emergency orders, judicial or government action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of god, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause if the delay or interruption in performance is beyond its reasonable control. The failure of HRC to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. Except as otherwise state above in these Terms, these Terms may not be waived or modified except in writing. These Terms constitute the entire agreement between you and governs your use of this Site, superseding any prior agreements between you and HRC regarding the subject matter contained in the Terms.

**Revised August 1, 2017**