

Terms of Use

Terms of Use (also sometimes known as terms of service or terms and conditions) are rules which one must agree to abide by in order to use a service. As described in detail below, EVERY visitor to a **Town of Wheatland New York** Website or Social Media Page (referred to hereafter as **TOWN OF WHEATLAND Internet Sites**) must agree to the following in order to use these sites:

Acceptance of Terms and Conditions

TOWN OF WHEATLAND Internet Sites are offered to you, the user ("User"), conditioned on full acceptance of the terms, conditions, and notices contained herein, without modification. Any User access and use of this site constitutes full acceptance of these terms and conditions and agree that the exclusions and limitations of liability set out in this disclaimer are reasonable. If you disagree with any part of these terms and conditions, you must not use any **TOWN OF WHEATLAND Internet Sites**. Any User that agrees to use **TOWN OF WHEATLAND Internet Sites**, agrees to use these sites as permitted by applicable local, state, and federal laws.

These terms and conditions specified herein constitute the entire agreement between you and the **TOWN OF WHEATLAND** in relation to your use of **TOWN OF WHEATLAND Internet Sites**, and supersede all previous agreements in respect of your use of **TOWN OF WHEATLAND Internet Sites**. **TOWN OF WHEATLAND** reserves the right to add, delete, or modify any provision this Agreement at any time without notice. Revised terms and conditions will apply to the use of **TOWN OF WHEATLAND Internet Sites** from the date of the publication of the revised terms and condition. Please check this Web page regularly to ensure you are familiar with the current version.

License to Use Website

Unless otherwise stated, **TOWN OF WHEATLAND** and/or its licensors own the intellectual property rights of **TOWN OF WHEATLAND Internet Sites** and material on these sites. Subject to the license below, all these intellectual property rights are reserved. A User may view, download for caching purposes only, and print pages or other content from **TOWN OF WHEATLAND Internet Sites** for their own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions. A User must not:

1. republish material from **TOWN OF WHEATLAND Internet Sites** (including republication on another website except where specifically allowed through social media provider policies);
2. sell, rent or sub-license material from **TOWN OF WHEATLAND Internet Sites**;
3. show any material from **TOWN OF WHEATLAND Internet Sites** in public (except where specifically allowed through social media providers policies);
4. reproduce, duplicate, copy or otherwise exploit material on **TOWN OF WHEATLAND Internet Sites** for a commercial purpose.

Acceptable Use

No User may use this Website in any way that causes, or may cause, damage to this Website or impairment of the availability or accessibility of **TOWN OF WHEATLAND Internet Sites**; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. No User may use **TOWN OF WHEATLAND Internet Sites** to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. No User may conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to **TOWN OF WHEATLAND Internet**

Sites without **TOWN OF WHEATLAND's** express written consent. Any user must not use **TOWN OF WHEATLAND Internet Sites** for any purposes related to marketing without **TOWN OF WHEATLAND's** express written consent.

User Comments

After careful consideration, the Town will not permit public comment on any social media sites utilized by the Town. The Town of Wheatland does not have the resources necessary to adequately monitor comments on social media to ensure civil discourse is being used. Further, public posting on social media sites is often confused for official submissions to the Town and the likelihood for confusion to the commenter/poster can frustrate residents and Town officials and employees. Any postings made by the Town will be only for the purpose of notifying the public about Town events, activities and other official information and is not intended to create a public forum, or a limited public form. The Town shall not use any social media to advance any political positions, any desired outcomes on public hearings or for advocacy.

Breaches of these Terms and Conditions

Without prejudice to **TOWN OF WHEATLAND's** other rights under these terms and conditions, if any User breaches these terms and conditions in any way, **TOWN OF WHEATLAND** may take such action as **TOWN OF WHEATLAND** deems appropriate to deal with the breach, including suspending the User's access to **TOWN OF WHEATLAND Internet Sites**, prohibiting the User from accessing these sites, blocking computers using the User's IP address from accessing these sites, contacting the User's internet service provider to request that their access to these sites and/or bringing court proceedings against the User.

Assignment

The **TOWN OF WHEATLAND** may transfer, sub-contract or otherwise deal with rights and/or obligations under these terms and conditions without notifying any User or obtaining any User's consent. A User may not transfer, sub-contract or otherwise deal with the User's rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Closing of Agreement

This Agreement constitutes the entire agreement between the User and the **TOWN OF WHEATLAND** with respect to **TOWN OF WHEATLAND Internet Sites** and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and the **TOWN OF WHEATLAND** with respect to **TOWN OF WHEATLAND Internet Sites**. This Agreement shall be deemed to include all other notices, policies, disclaimers and other terms contained in **TOWN OF WHEATLAND Internet Sites**; 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.