

City of Victor Terms of Service

Dated July 1, 2016

Acceptance of Terms

This Website, www.victorreco.com and related sites www.cityofvictor.com and www.victorgov.com (Collectively the "Website" or "Site") is an online resource and education service designed for individuals and/or businesses interested in leasing, buying and/or restoring historic building(s) in the Victor, Colorado area, and to inform and showcase the Victor, Colorado area as a thriving and quality place to live, work and play. The Site features information on lifestyle, tourism, real estate, business professionals, and economic development (collectively, the "City Service" or "Service"). This Site is owned by the City of Victor, Colorado ("the City," "Site," "we," or "us").

By using this Site, you accept these Terms of Service ("Agreement" or "Terms"), which forms a binding agreement between you and the City. You should also read and understand the City's Privacy Policy [[INSERT LINK](#)], which is incorporated by reference into this Agreement and is available on the City Site.

IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING OUR PRIVACY POLICY, LIMITATIONS OF LIABILITY, WARRANTY DISCLAIMERS AND LEGAL DISCLAIMERS, YOU ARE NOT AUTHORIZED TO USE THIS SITE.

1. Age Requirement

You must be at least 18 years old to use the City Service. If under the age of 18, you must have the consent of your parent or guardian (over the age of 18) to use the Site. If you do not meet these requirements, please discontinue using this Site immediately.

2. Professional Advice and Disclaimer

You acknowledge that your use of this Site is for educational purposes only. You understand that if you are seeking specific professional advice, you must seek that in person, from a qualified professional having particular knowledge of your case, circumstances and history.

THE CITY SERVICE PROVIDES RESOURCES AND GENERAL INFORMATION. NOTHING STATED OR POSTED ON THE CITY SITE IS INTENDED TO BE, AND MUST NOT BE

TAKEN TO BE, THE PRACTICE OF PROFESSIONAL ADVICE. THE CITY SHALL NOT BE LIABLE FOR ANY LIABILITY, OF ANY KIND, RESULTING FROM THE USE OF THE CITY SITE.

3. General Disclaimers

The City provides the City Site on an "as is" and "as available" basis. You therefore use the City Site at your own risk. The City expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, the City makes no representations or warranties:

- That the City Service, or any particular program is suitable for you;
- Regarding the adequacy or safety of the City Service for any particular user;
- That the City Service will meet your personal and/or professional needs;
- That the City Service will be permitted in your jurisdiction;
- That the City Service will be uninterrupted or error-free;
- That the City will continue to support any particular feature of the City Service; or
- Concerning sites and resources outside of the City Service, even if linked to from the City Service.

The City reserves the right to modify the City Service. You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the City Service. The City has no obligation to screen or monitor any content and does not guarantee that any content made available on the City Service complies with this Agreement or is suitable for all users. The City shall not be responsible for loss or corruption of data, and hereby waives all claims with respect to damage to your computer system, Internet access, download or display device.

4. Limitation of Liability

To the fullest extent permitted by law, in no event shall the City, nor its affiliates, be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for personal injury, death, loss of livelihood, loss of enjoyment, pain and suffering, emotional distress, loss of profits, loss of future earnings, goodwill, use, and/or any other damages or other intangible losses. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the City and its officers or employees.

5. Privacy

Your privacy rights are set forth in our **Privacy Policy** [INSERT LINK], which forms a part of this Agreement. Please review the **Privacy Policy** to learn about:

- What information we may collect about you;
- What we use that information for; and
- When and with whom we share that information.

CONSENT TO EMAIL: You may register with our Site to receive information. In doing so, you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the Service, such as administrative notices and service announcements or changes; emails containing commercial offers; promotions or special offers from us or third party partners; and/or business referrals.

6. Indemnification

You agree to indemnify, defend, and hold harmless the City and its affiliates, directors, officers, employees, and agents, from and against any liability, claims, damages, losses and costs (including reasonable attorney's fees) that: (i) arise from your activities on the City Site; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to the City violates any law or infringes any personal right or third party right, including any intellectual property or privacy right. The City reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the City in connection therewith.

7. License to Use the City Service

License. The City grants you a limited, non-exclusive license to access and use the City Service for your own personal, non-commercial purposes. This includes the right to view content available on the City Service. This license is personal to you and may not be assigned or sublicensed to anyone else.

Restrictions. Except as expressly permitted by the City in writing, you will not reproduce, redistribute, publicly display, sell, create derivative works from, decompile, reverse engineer, or disassemble the City Service. Nor will you take any measures to interfere with or damage the City Service. All rights not expressly granted by the City are reserved.

Mobile Devices and Applications. These Terms of Service, and all of the provisions herein, also govern the use of our mobile, desktop and related applications. Your use of the City Service through any applications or device constitutes your agreement to be bound by these Terms.

Any City application, regardless of the manner and means in which it is downloaded is licensed, not sold, to You for use only under these Terms. We, the licensor, the City, reserve all rights not expressly granted to You.

Accordingly, if you download the City Application, you will be:

- installing a software program on your product in the form of an application;
- entering into this contract with the City governing your use of the application.

8. Third Party Links and Content

Linked Sites. The City Site contains links to third party websites ("Linked Sites"). When you are linking to a third party site, it is important to know that the City does not control these sites, nor has the City reviewed or approved the content which appears on the linked sites. The City is not responsible for the legality, accuracy or nature of any content, advertising, products or other materials on or available from any linked sites, or the conduct of such linked sites. You acknowledge and agree that the City shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any of the links, content, goods or services available on or through the linked sites.

Dealings with Third Parties. More specifically, your participation, correspondence or business dealings with any third party found on or through the City Site regarding employment, payment and/or delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that the City shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

9. Intellectual Property

This Website may contain or reference trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes or other proprietary rights ("Intellectual Property") of the City and/or third parties. No license to or right in any such Intellectual Property is granted to you without the express written consent of the City.

10. Copyright / DMCA Policy

The City respects the intellectual property of others, and we ask our users to do the same. The City will respond as quickly as practical to claims that infringing material appears on the Site. If you believe that your work has been copied in a way that constitutes copyright infringement or your intellectual property rights have otherwise been violated, please contact the City by email at cityofvicot@cityofvictor.com or by regular mail at:

The City of Victor
Attn.: Copyright Agent
500 Victor Ave
P.O. Box 86
Victor, CO 80860
USA

11. General Provisions

Dispute Resolution, Arbitration, Jurisdiction, and Governing Law. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Teller County, Colorado.

Successors; Assignment; No Third Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without the City's prior written consent. No third party shall have any rights hereunder.

Notices. You consent to receive all communications including notices, agreements, disclosures, or other information from the City electronically. The City may provide all such communications by email or by posting them on the City Site. For support-related inquiries, you may send an email to cityofvictor@cityofvictor.com or the following address:

The City of Victor
500 Victor Ave
P.O. Box 86
Victor, CO 80860
USA

Modification. This Agreement may not be modified except by a revised Terms of Service posted by the City on the City Site or a written amendment signed by an authorized representative of the City. A revised Terms of Service will be effective as of the date it is posted on the City Site.

Entire Agreement. This Agreement incorporates the following documents by reference:

PRIVACY POLICY

This Agreement constitutes the entire understanding between the City and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same.

END OF DOCUMENT.