

## Terms of Use for Insight Burlington Website

Please review these Terms of Use carefully. If you do not agree to these Terms of Use, then you must immediately discontinue any use of this website. If you have any questions, please contact us at [insight@burlington.ca](mailto:insight@burlington.ca).

### Content on the Website

When posting content on this website, please be courteous, be respectful of others, and stay on topic. The City may delete any content on this website at any time and without notice, including posts that contain any of the following:

- violent, obscene, profane, hateful, racist or derogatory posts, links or images
- comments that threaten or defame any person
- comments that suggest or encourage illegal activity
- materials that violate or infringe copyrights, trade-marks or other intellectual property rights of others
- comments that are unrelated to the topic of the page
- solicitations, advertisements or endorsements of any commercial or not-for-profit organizations
- comments promoting or opposing any person campaigning for election to a political office
- repetitive posts copied and pasted or duplicated by single or multiple users

### Use of the Website

When using this website, you will NOT (or allow others to):

- use this website to infringe on the privacy rights of others, including posting of personal information of others without their consent
- impersonate any person or falsely state or otherwise misrepresent your affiliation or association with another person
- modify the content of this website
- violate or attempt to violate the security of this website by hacking, cracking, mail bombing, mounting a denial of service attack or any other similar conduct
- post any material that contains viruses, worms or any other computer code, files or programs which are designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- engage in any conduct that could damage, disable or overburden this website or any systems, networks or servers related to this website

You acknowledge that content collected from your use of this website will not be stored separately from personal information which you provide in connection with such use and that any such information is shared with the City's third party service provider who develops or hosts this website.

### Termination for Non-Compliance

The City may suspend or terminate your use of this website or your participation in this initiative without notice and for any reason, including anything which the City, in its sole discretion, believes is a breach of these Terms of Use or is otherwise unlawful or harmful to others. The City or its third party service provider who develops or hosts this website will not be liable to you for any damages suffered or incurred by you for such suspension or termination.

### Exclusion of Liability

You agree that you will not and cannot sue the City or its third party service provider who develops or hosts this website for anything which the City does or does not do (even if intentional or negligent) in connection with this website or your participation in this initiative. Without limiting the general scope of the preceding sentence, the City and its elected officials, officers, employees, representatives, agents and its third party service provider who develops or hosts this website are not liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages or losses, including loss of goodwill, loss of data, computer failure or malfunction or any other damages or losses arising from your use of the website or your participation in this initiative regardless of whether or not such liability or damages arise in contract, tort, negligence, equity, statutorily or otherwise, and even if the City has been advised of the possibility of such potential liability or damages and you absolutely and irrevocably release the City and its third party service provider who develops or hosts this website from any claim, demand, litigation or proceeding in connection with the foregoing damages that you may suffer or incur.

#### **Liability for Not Complying with Terms of Use**

If, as a result of your breach of these Terms of Use, your use of this website or your participation in this initiative, the City is sued or required to pay someone money, then you agree to protect the City and reimburse the City for everything which you cause the City to suffer or incur. You agree to indemnify and hold harmless the City and its elected officials, officers, employees, representatives, agents and/or its third party service provider who develops or hosts this website from and against any and all claims, actions, demands, damages, losses, liabilities, and expenses (including legal expenses) arising out of or as a result of: (i) any breach by you of these Terms of Use; or (ii) any malicious or fraudulent (including fraudulent misrepresentation) conduct, criminal conduct (whether by act or omission) or negligent conduct (whether by act or omission) by you.

#### **No Association and No Right to Website**

You agree not to use any trade-mark, official mark, official emblem or logo of the City or to represent or imply any type of affiliation or association with the City without the City's prior written consent. You agree that you have no right to the intellectual property on this website.

#### **Future Changes to Terms of Use**

The City may, at any time and from time to time, add, delete or change these Terms of Use. Notice of such changes may be posted on the home page for this website. Any change is effective immediately upon posting, unless otherwise stated. The City will not notify you directly of any changes.

#### **Governing Law and Entire Agreement**

These Terms of Use are governed by Ontario law and the City and you irrevocably submit to the exclusive jurisdiction of the courts in Ontario with respect to any and all matters arising under these Terms of Use. These Terms of Use constitute the entire agreement between the City and you with respect to the subject matter of these Terms of Use.