CITY OF LAKE FOREST, ILLINOIS WEBSITE TERMS OF USE POLICY

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1. Use and Content

The City of Lake Forest ("City") provides its Website as an informational resource for public use, and strives to maintain the integrity of its Website with timely and accurate information, subject to periodic updates, revisions, deletions and additions without prior notice.

Anyone using the Website expressly consents to administrative monitoring at all times. All users are further advised that Website administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. Any user that does not wish to consent to monitoring should exit this Website now.

Content provided on this Website is gathered from many sources, subject to change at any time, and the City is not responsible for errors or omissions in the content, and makes no representations as to its accuracy, completeness or usefulness. All users are cautioned that charts or other graphics which appear on this Website may not be subject to accurate transmission in their entirety.

Where an official printed document differs from text which may be provided on this Website, the official printed document shall take precedence.

The Illinois Freedom of Information Act ("Act") provides that all messages received by the City on this Website become public records, subject to disclosure under the Act. Users who communicate through this Website are advised that all communications are public information and cannot be held in confidence. Furthermore, in accordance with its internal policies, the City may periodically monitor communications on this Website.

Commercial use of material contained on this Website is prohibited without prior written consent from the City.

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The content and material available on this Website, including, but not limited to, graphics, logos, sounds, images, software, text and information (collectively, "Content") are protected by copyrights, trademarks, servicemarks, patents or other proprietary rights or laws and may not be modified in any way. By entering this Website, user acknowledge and agree that the Content is owned or licensed by the City or used by the City, and may not be used by the user without prior written approval. Any unauthorized use of the Content may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

3. Hyperlinks

The City of Lake Forest offers links to other third-party websites that may be of interest to our Website visitors. The links provided in our Website are provided solely for the user's convenience and may assist the user in locating other useful information on the Internet. When the user clicks on these links they will leave the City's Website and will be directed to another

site. These sites are not under the control of the City and the City is not responsible for these websites or their content or availability. Furthermore, the City is not an agent for these third parties nor does it endorse or guarantee their products or services. The City makes no representation or warranty regarding the accuracy of the information contained in the linked sites. The City suggests that users always verify the information obtained from linked websites before acting upon this information. Also, please be aware that the security and privacy of these sites may be different from the City's policies, so please read third party privacy and security policies closely. If users have any questions or concerns about the content, products or services offered on linked third party websites, please contact the third party directly.

4. Submissions

Any communications or material submitted by electronic mail or interactive form, including any data, questions, comments, suggestions or the like ("Submission"), even if encrypted, is, and will be treated as, non-confidential and non-proprietary. Anything transmitted or submitted to the City may be edited, translated and reformatted, and used by the City or its affiliates at any time and for any purpose, including, without limitation, reproduction, disclosure, transmission, distribution, publication, broadcast and posting. Furthermore, the City is free to use any ideas, concepts, know-how or techniques contained in any Submission for any purpose, including, without limitation, disseminating such information. No compensation will be paid with respect to the use of a Submission.

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The City is under no obligation to post or use any Submission, and the City may remove any Submission at any time in its sole discretion without notice.

5. Disclaimer - Liability

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The user assumes all risks associated with the use of this Website, including any risk to User's computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated via a City web page, link or the user's access to it. The City shall not in any event be liable for any direct, indirect, punitive, special, incidental, or consequential damages, including, without limitation, lost revenues, or lost profits, arising out of or in any way connected with the use or misuse of the information or lack of information on the City web site or with the delay or inability to use this web site, or from any information, documents, services, software, or other material obtained through this web site, or otherwise arising out of the use of this website, whether based on contract, tort, strict liability or otherwise, even if the City and/or any of its employees/affiliates has been advised of the possibility of damages. The City shall not be liable for any loss or injury caused in whole, or in part, by its actions, omissions, or contingencies beyond its control, including in procuring, compiling, or delivering the information, or arising out of any errors, omissions, or inaccuracies in the information regardless of how caused, or arising out of any user's decision or action taken or not taken in reliance upon information furnished.

6. Disclaimer - Endorsement

Any Website reference to any commercial product, process, service, trade name or trademark does not constitute or imply the City's endorsement for its use. The views and opinions of authors expressed on this Website do not necessarily state or reflect those of the City's, and shall not be used for advertising or endorsement purposes.

The City does not review, sponsor or endorse any other websites linked to this Website, and will only provide links with related governmental websites, educational facilities located in the City, and City-based organizations which promote local businesses.

7. Disclaimer - Legal Notice

Communications made through this Website shall in no way be deemed to constitute legal notice to the City or any of its agencies, officers, employees, agents or representatives with respect to any existing or potential claim or cause of action against the City or any of its agencies, officers, employees, agents or representatives, where notice to the City is required by any federal, state or local law, rule or regulation.

8. Disclaimer – Accessibility

The City is committed to the principle of equal access for people with disabilities in compliance with the Americans with Disabilities Act and the Rehabilitation Act. Based on our commitment, this Website will be undergoing a redesign to implement both WCAG and Section 508 standards to become friendly for users that utilize assistive technologies (such as a Braille reader, a screen {00018684}

reader, or TTY).

If you experience an issue accessing content on this Website during the redesign process, please feel free to <u>contact us</u> to report a problem. To allow us to best assist you, please indicate the nature of your accessibility problem, the preferred format in which to receive the material, the web address of the requested material, and your contact information so we may improve the experience for both you and all of our users going forward.

If you have any further questions about the City's website redesign during this time, or have any comments or feedback, please contact us.

9. Legal Action and Jurisdiction

By using this Website, user agrees that any legal action brought against the City, the City Council, its officers, employees, agents, attorneys or other representatives shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. User further agrees to the exclusive jurisdiction and venue of the courts of Lake County, Illinois, in all disputes arising out of, or relating to, the use of this Website.