

**Annex A**  
**City of Streetsboro Online Content Terms of Use**  
**Statement**

This document shall be available to all users of City of Streetsboro social media and web sites through a link on the main page of each.

**AGREEMENT BETWEEN USER AND City of Streetsboro**

The City of Streetsboro websites, [www.CityofStreetsboro.com](http://www.CityofStreetsboro.com) are comprised of various web page operated by The City of Streetsboro. The City of Streetsboro social media sites, hosted at Facebook, Google+, Pinterest, Twitter, and YouTube, contain posts, multimedia, and other original and linked content of the City.

The City of Streetsboro websites and social media sites ("Online Content") are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the City's Online Content constitutes your agreement to all such terms, conditions, and notices.

**MODIFICATION OF THESE TERMS OF USE**

The City of Streetsboro reserves the right to change the terms, conditions, and notices under which the City's Online Content are offered, including but not limited to the charges associated with the use of the City's Online Content.

**LINKS TO THIRD PARTY SITES**

The City of Streetsboro's Online Content may contain links to other websites or other online content ("Linked Content"). The Linked Content is not under the control of City of Streetsboro and City does not guarantee the accuracy, relevance, timeliness or completeness of information contained on Linked Content. The City does not endorse the organizations sponsoring Linked Content and does not endorse the views they express or the products/services they offer. The City cannot and does not authorize the use of copyrighted materials contained in Linked Content. Users must request such authorization from the sponsor of the Linked Content. The City provides the Linked Content to you only as a convenience. The City of Streetsboro reserves the right to terminate any link.

## COMMENT POLICY

**\*\*\*\*\* Informational page only – No visitor Post\*\*\*\*\***

While the City of Streetsboro makes reasonable efforts to monitor and moderate content posted on Online Content platforms, neither the City of Streetsboro nor its employees or other affiliated individuals have the ability to moderate all comments at all times and cannot always respond immediately to online requests for information. The City of Streetsboro reserves the sole right to review, edit, and/or delete any comments it deems inappropriate. Comments including, but not limited to, the following may be deleted or edited if deemed inappropriate or irrelevant by the moderators:

1. Violates the terms of service of the website, webpage, or social media account
2. Contains non-public or confidential City information
3. Is pornographic, profane, obscene, sexual, or defamatory in nature
4. Promotes or advocates violence or the threat of violence
5. Defames any person or organization
6. Solicits commerce or promotes private business enterprises
7. Links to other website, webpages, or social media accounts, unless otherwise permitted under this policy
8. Promotes illegal activity
9. Compromises the safety and security of members of the public or public systems
10. Violates or appears to violate the legal ownership interest of another party
11. Promotes, fosters, or perpetuates discrimination of an individual or group of individuals on the basis of race, religion, national origin, ancestry, gender, age, disability, marital status, status with regard to public assistance, national origin, physical or mental disability, sexual orientation, or any other characteristic protected by law
12. Is false, misleading, slanderous, libelous or deceptive
13. Supports or oppose political candidates or ballot propositions
14. Endorses a particular political viewpoint, political candidate, commercial endeavor, or individual person

City of Streetsboro Online Content is not monitored on a 24-hour basis; please call 911 for emergencies. Please notify the City of Streetsboro if you encounter a post that you find to be inappropriate.

## NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of City of Streetsboro Online Content, you warrant to the City that you will not use City of Streetsboro Online Content for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use City of Streetsboro Online Content in any manner which could damage, disable, overburden, or impair City of Streetsboro Online Content or interfere with any other party's use and enjoyment of City of Streetsboro Online Content. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through City of Streetsboro Online Content.

## LIABILITY DISCLAIMER

The information included in or available through City of Streetsboro online content may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The City of Streetsboro may make improvements and/or changes in City of Streetsboro online content at any time. Advice received via City of Streetsboro online content should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

The City of Streetsboro makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on City of Streetsboro online content for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. The City of Streetsboro hereby disclaims all warranties and conditions with regard to this information, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

In no event shall the City of Streetsboro be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of City of Streetsboro online content, with the delay or inability to use City of Streetsboro online content or related services, the provision of or failure to provide services, or for any information, services and related graphics obtained through City of Streetsboro online content, or otherwise arising out of the use of City of Streetsboro online content, whether based on contract, tort, negligence, strict liability or otherwise, even if City of Streetsboro has been advised of the possibility of damages. If you are dissatisfied with any portion of City of Streetsboro online content, or with any of these terms of use, your sole and exclusive remedy is to discontinue using City of Streetsboro online content.

## TERMINATION/ACCESS RESTRICTION

The City of Streetsboro reserves the right, in its sole discretion, to terminate your access to City of Streetsboro Online Content and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Ohio, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Portage County, Ohio, U.S.A. in all disputes arising out of or relating to the use of City of Streetsboro Online Content. Use of City of Streetsboro Online Content is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. The City of Streetsboro's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the City of Streetsboro's right to comply with governmental, court and law enforcement requests or requirements relating to your use of City of Streetsboro Online Content or information provided to or gathered by the City of Streetsboro with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. This agreement constitutes the entire agreement between the user and the City of Streetsboro with respect to City of Streetsboro Online Content and it supersedes all prior communications and

proposals, whether electronic, oral or written, between the user and the City of Streetsboro with respect to City of Streetsboro Online Content. A printed version of this agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.