

# Borough of Bernardsville

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RESOLUTION #12-224

# ADOPTING TERMS OF USE FOR THE BOROUGH OF BERNARDSVILLE WEB SITE

**BE IT RESOLVED**, by the Borough Council of the Borough of Bernardsville to adopt Terms of Use, copy attached hereto and made a part hereof, for the Borough of Bernardsville Web Site.

I, Sandra G. Jones, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held on November 26, 2012.

TermsUseWebSite.Res

#### Terms of Use

# Agreement between User and Borough of Bernardsville

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#### **Communications with Bernardsville**

Communications made through an electronic mail and/or messaging capabilities that may be available through or in connection with this Website shall in no way be deemed to constitute legal notice to

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# **Limitation of Liability**

You understand and agree that any information, documents, or other materials that you may download or otherwise obtain through the use of this Website are to be downloaded and obtained by you at your own risk and discretion and that you will be solely responsible for any damages to you or your computer system, including, but not limited to any loss of data, that results from your downloading or otherwise obtaining such material. To the maximum extent permitted by applicable law, in no event will Bernardsville or (1) any of its affiliates, officials, employees, or agents, or (2) any party involved in the creation, production or transmission of this website, be liable to any party for any direct, indirect, special, punitive, incidental, consequential, or other damages of any type or kind (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this Website, any Websites linked to this Website, or the materials, information ,or services contained at any or all such Websites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. In the event of any problem with this Website or any content or information available on or through this Website, you agree that your sole remedy is to cease using this Website.

# **Privacy**

The only information that Bernardsville will obtain about you when you visit this Website is information that you may e-mail or otherwise provide to Bernardsville. Bernardsville's use and dissemination of any such information is subject to the applicable State and Federal laws and regulations with respect to any information that is provided to Bernardsville.

#### Linking to this Website

Creating or maintaining any link from another Website to any page on this Website without Bernardsville's prior written permission is prohibited. Running or displaying this Website or any material displayed on this Website in frames or through similar means on another Website without Bernardsville's prior written permission is prohibited. Any permitted links to this Website must comply with all applicable laws, rules, and regulations.

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From time to time this Website may provide links to, or may be linked from, other Websites. The existence and/or provision of any such links neither constitutes nor implies endorsement or sponsorship by Bernardsville of (1) any such destination or departure Website, (2) the products, services, content, viewpoint, accuracy, opinions, or policies of any such Website, or (3) the creator or publisher of any such Website. Bernardsville makes no representations whatsoever about any Website that you may access

through or from this Website. Bernardsville has no control over or responsibility for any third party Website that is linked to this Website.

### Advertising

Local Bernardsville non-profits organizations may be authorized to advertise local Bernardsville events with prior consent from Borough Council. Interested organizations should contact the Borough Clerk.

# Choice of Law; Jurisdiction

These Terms of Use supersede any other agreement between Bernardsville and you to the extent necessary to resolve any inconsistency or ambiguity between them. These Terms of Use will be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principles of conflicts of laws. Any claim or dispute related to or arising under or in connection with this Website or these Terms of Use must be brought in the Superior Court of New Jersey in Somerset County, New Jersey within one (1) year of the date on which such claim or dispute arose. A printed version of these Terms of Use shall be admissible in judicial and administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.