

City of Niles Website Privacy Policy and Disclaimer

Thank you for visiting the City of Niles Website and for reviewing our privacy policy. We will collect no personal information about you except for statistical purposes when you visit our website except where you choose to provide that information to us. We do not give, share, sell, or transfer any personal information to a third party without consent.

Usage of Cookies

A cookie is a tiny piece of text that is placed on your computer's hard drive. If your browser is set to notify you before accepting a cookie, you will receive a request for a cookie to be stored on your computer. We do not use cookies to record any personal information. Cookies may be used by some City web applications to pass needed information from one page to the next. Rejecting a cookie in these applications will render the application useless. We want to be sure you understand that accepting a cookie in no way gives us access to your computer or any personal information about you. We know that some citizens have concerns about cookies, but the benefit we both gain from their proper use is worthwhile.

We analyze user traffic patterns on our web portal from information automatically provided by your browser when you visit our site. We use the statistical information gathered to measure site and server performance and continually improve the content of our site to better serve you. The City does not use the information automatically collected to ascertain personally identifiable information.

Website Statistics – Privacy Policy

This website uses "Google Analytics", a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies" which are text files placed on your computer. The information generated by the cookie about your use of this website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of this website, compiling reports on website activity for the website operators, and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser – however, please note that if you do this, you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

Information Provided by You

Information volunteered by you through your filling out of our optional online feedback/comment form is used to help us facilitate your requests, enhance our website, and may be shared with City of Niles employees and/or contractors for that purpose. We

do not sell, rent, or publish any of our visitors' personal or private information. We do not reveal specific information about subscribers or other personally identifiable data to unaffiliated third parties for their independent use, except if required to do so by the Michigan Freedom of Information Act or other law. In addition, we endeavor to restrict employee access to any personal information except where necessary to perform required duties.

Links to Other Websites

The Niles City Website contains hyperlinks to websites created & maintained by organizations other than the City of Niles. These links are provided for your reference and convenience only. The City of Niles does not control other websites and is not responsible for their content; nor does the City of Niles's inclusion of links to other websites imply any endorsement of the material, products, or services on those websites or any association with their operators. Once you link to another site, you are subject to the policies of that site. The privacy policies and procedures described here do not necessarily apply to those sites as they are not under our control. We suggest you contact these websites directly for information on their data collection and distribution policies. To avoid confusion all external links will appear in a new separate browser window.

Site Security

We monitor network traffic to identify unauthorized attempts to upload or change information or to otherwise cause damage to the site. Anyone using this website expressly consents to such monitoring. We have security measures in place to protect the loss, misuse and alteration of the information under our control.

DISCLAIMER

Each department within the City of Niles is responsible for content relating to it. United States and foreign copyright laws and international conventions protect the contents of this website. You agree to abide by all copyright notices.

External Links

Some links on our website lead to websites that are not operated by the City of Niles. The City of Niles does not control these websites nor do we review or control their content. The City of Niles provides these links to users for convenience. The linkage does not imply an endorsement of products, services, or information, and does not imply an association between the City of Niles and the operators of the linked website.

Indemnity

You agree to defend, indemnify, and hold harmless the City of Niles and its employees from any and all liabilities and costs incurred by Indemnified Parties in connection with any claim arising from any breach by you of these Terms and Conditions of Use, including reasonable attorneys' fees and costs. You agree to cooperate as fully as may be reasonably possible in the defense of any such claim. The City of Niles reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise

subject to indemnification by you. You in turn shall not settle any matter without the written consent of the City of Niles.

Disclaimer of Warranty

You expressly understand and agree that your use of the City of Niles Website, or any material available through this website, is at your own risk. Neither the City of Niles nor its employees warrant that the website will be uninterrupted, problem-free, free of omissions, or error-free; nor do they make any warranty as to the results that may be obtained from the use of the website. The content and function of the website are provided to you “as is,” without warranties of any kind, either express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose or use, or “currentness”.

Limitation of Liability

In no event will the City of Niles or its employees be liable for any incidental, indirect, special, punitive, exemplary, or consequential damages, arising out of your use of or inability to use the website, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction, or any and all other damages.

Browser Standards

The City of Niles website is designed for optimum viewing on 800 by 600 screen resolution using Microsoft Internet Explorer, version 5 or higher. While the website can be viewed using version 5, version 5.5 or higher is required to use our online applications. See below for more information.

Internet Explorer 5.5 and later
Mozilla Firefox 1.5 and later
Netscape 6.1 and later

Online Applications

Our online applications are designed for various configurations:

Browser

Microsoft Internet Explorer, version 5.5 or 6.0 Browser must support 128-bit encryption JavaScript and cookies must be enabled. Please be aware that our online applications are not tested in Netscape browsers.

Operating System

Our applications are tested using Windows 98 and Windows XP.

TERMS OF USE

General Terms of the Agreement

Your access to and use of the City of Niles Website is subject to the following terms and conditions, as well as all applicable laws. Your access to this website is in consideration for your agreement to these Terms and Conditions of Use, whether or not you are a registered user. By accessing, browsing, and using the website, you accept, without limitation or qualification, these Terms and Conditions of Use.

There are sections of the City of Niles's Website that connect you to other sites outside of the control of the City of Niles. These terms and conditions apply only to those areas that are registered under the City of Niles name and its agencies. Refer to the Terms of Use of those websites outside of the City of Niles's control. Also see Disclaimer.

Modification of the Agreement

The City of Niles maintains the right to modify these Terms and Conditions of Use without notice. However, at the discretion of the City of Niles, the City of Niles may do so by posting notice of such modifications on this page. Any modification is effective immediately upon posting the modification unless otherwise stated. Your continued use of the Niles City Website following the posting of any modification signifies your acceptance of such modification. You should periodically visit this page to review the current Terms and Conditions of Use.

Conduct

You agree to access and use this website only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of this website. By accessing the Niles City Website, you agree that you will not:

- Use the Site to commit a criminal offense or to encourage others to conduct that which would constitute a criminal offense or give rise to a civil liability;
- Post or transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content;
- Use this website to impersonate other parties or entities;
- Use this website to upload any content that contains a software virus, "Trojan Horse" or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of the Niles City Website or the hardware or software of any other person who accesses this website;
- Upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or under a contractual relationship;
- Alter, damage, or delete any content posted on the site;
- Disrupt the normal flow of communication in any way;
- Claim a relationship with or speak for any business, association, or other organization for which you are not authorized to claim such a relationship;
- Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation;

- Post any material that infringes or violates the intellectual property rights of another; or
- Collect or store personal information about others.

Termination of Use

The City of Niles may, in its sole discretion, terminate or suspend your access and use of this website without notice and for any reason, including for violation of these Terms and Conditions of Use or for other conduct which the City of Niles, in its sole discretion, believes is unlawful or harmful to others. In the event of termination, you are no longer authorized to access this website, and the City of Niles will use whatever means possible to enforce this termination.

Protected Materials

All images and text on the City of Niles Website are protected by applicable laws. Republication or redistribution of this content, including by framing or by similar means, is expressly prohibited without the prior written consent of the City of Niles.

Contact Us

If you have any questions or concerns about the City of Niles' online policy for this website or its implementation or if you find incorrect information or to seek permissions that fall outside of the guidelines above, you can contact the Office of the City Administrator.