

Disclaimer and Privacy Policy

General

The City of Camdenton, Missouri's web site is offered to you, the user ("User"), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification. Your access and use of this site constitutes acceptance of these terms and conditions. Violations of the terms and conditions of this notice may result in the "User" being removed. The web site is provided as a public convenience. Government personnel and the general public may use this system to review and retrieve publicly available government information. User agrees to use this web site as permitted by applicable local, state, and federal laws. User agrees, therefore, not to:

1) knowingly and without authorization, alter, damage, or destroy the City of Camdenton's or another user's computer system, network, software, program, documentation or data contained therein;

2) use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law. In addition, taking action which results in blocking access to this web site by other users will be deemed an unauthorized use. Anyone using this system expressly consents to administrative monitoring at all times. The user is further advised that system administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If you do not wish to consent to monitoring, exit this system now.

Terms of Use

You are entirely responsible and liable for all activities conducted while on this web site. Use may be monitored or recorded; unauthorized use may violate USC Title 18, Part 1, Chapter 47, S1030 and be reported to authorities.

You agree not to do any of the following actions while using the City of Camdenton's web site and its electronic forms:

- Transmit any information that the City of Camdenton, in its sole discretion, considers to be disruptive, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or racially or ethnically-motivated, or otherwise objectionable;
Impersonate any person;
- Post or transmit any unsolicited advertising, promotional materials, or any other forms of solicitation (i.e. SPAM);
- Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;

- Invade the privacy or violate any personal or proprietary right of any person or entity; or
Infringe the intellectual property rights or similar rights, including but not limited to copyrights and trademarks, of any person or entity.
- Post, transmit, or otherwise make available any personally identifying information about any other person (such as phone numbers or addresses) without consent from person's involved.
- Use the Site, Services, and/or Software for any illegal purpose; or post, transmit, or otherwise make available any material which would give rise to criminal or civil liability; which encourages conduct that constitutes a criminal offense; or which encourages or provides instructional information about illegal activities.

Disclaimer of Liability and Reliability

In preparation of these pages, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information may occur. In particular, but without limiting anything here, the City of Camdenton disclaims any responsibility for typographical errors and accuracy of the information that may be contained on the web pages. The information and data included on the City of Camdenton's servers have been compiled by the City staff from a variety of sources, and are subject to change without notice. The City of Camdenton makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of such information and data. In any situation where the official printed publications of the City of Camdenton differ from the text contained in this system, the official printed documents shall control. The services, information, and data made available at the City of Camdenton's web site are provided "as is" without warranties of any kind. The City of Camdenton makes no representations or warranties regarding the condition or functionality of this web site, its suitability for use, or that this web service will be uninterrupted or error-free.

Your Assumption of Risk and Disclaimer of Damages

By using the City of Camdenton web pages, the User assumes all risks associated with the use of this site, 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 the City of Camdenton's web page or User's access to it. The City of Camdenton 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 of Camdenton's 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 web site, whether based on contract, tort, strict liability or otherwise, even if the City of Camdenton and/or any of its employees/affiliates has been advised of the possibility of damages. The City of Camdenton 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.

Disclaimer of Association With User

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and the City of Camden as a result of use of this web site. User agrees not to hold himself or herself out as a representative, agent, or employee of the City of Camden and the City of Camden shall not be liable for any representation, act or omission of the User.

Indemnity

As a condition of use of the City of Camden web site, the User agrees to indemnify the City of Camden, its elected officials, officers, employees and agents against any and all liability, expenses (including attorney's fees) and damages arising out of claims resulting from User's use of this web site, including without limitation any claims alleging facts that if true would constitute a breach by User of these terms and conditions.

Severability

If any part of this disclaimer is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation 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 disclaimer shall continue in effect. This disclaimer constitutes the entire notice to the User with respect to this web site and it supersedes all prior or contemporaneous communications and notices, whether electronic, oral or written, between the User and the City of Camden with respect to this web site. This notice shall be deemed to include all other notices, policies, disclaimers and other terms contained in this web site; provided, however, that in the event of a conflict between such other terms and the terms of this notice, the terms of this notice shall control. A printed version of this notice and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this notice to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved.

Privacy Policy

Your computer communicates with the City of Camden's web site using a particular Internet Protocol Address (IP). Like most sites, the City of Camden can track the user's

IP when visiting the site. The IP allows the City of Camden to track for each user the IP, the browser type, the part of the world from which the user is connecting and the identity of the user's Internet service provider. However, the IP does not provide any personally identifiable information and allows the user to remain anonymous. This information is used for internal purposes by technical support staff to provide better services to the public and may be provided to other organizations or agencies, but only as generic demographic data. To the extent that this web site contains or may in the future contain online registration forms for special activities or other services, during the registration process you may be asked for your name, address, email address, phone number, birth date, occupations, or other general or special purpose information needed to complete registration for the specific activity or service. To the extent that this web site contains or may in the future contain online volunteer or employment application forms, during the application process you may be asked to provide your name, address, email address, phone number, birth date, occupations, work experiences, employment history, education level, and/or references. To the extent that this web site contains or may in the future contain online payment services, the City of Camden will collect's personal information, such as name, postal address, email address and credit card number should you decide to place an order online. The City of Camden has implemented a secure socket layer to limit access to your personal information when submitted via the Web site. All personal information that is collected will only be used by the City for the intended purpose. The City of Camden is made up of various internal departments each of which may provide services that collect personal information. For information regarding the length of time your information will be retained or to view/modify personal information stored in our records, please contact the applicable City Department.

Cookies

A cookie is a small amount of data that is sent to your browser from a Web server and stored on your computer's hard drive. The City Web site uses non-identifying cookies to provide easier site navigation and access to various sections of the site. Our cookies do not generate personal data, do not read personal data from your machine and are never tied to anything that could be used to identify you.

E-mail

Personally identifiable information contained in a question or comment sent to the City in an e-mail message or in an online form submitted to the City will be used by the City to respond to the request. The City may redirect the message to another city department or person who is in a better position to answer the question.

E-mail Subscription Lists

Our site provides users the opportunity to subscribe to and unsubscribe from informational mailing lists. Site users are free to unsubscribe at will should they opt not to

receive future communications from us. A valid email address must be provided when subscribing to mailing lists. All other personally identifiable information is strictly optional.

Your email address will be used by the City of Camdenton to submit messages posted to the subscriptions that you have requested. **Email addresses are not exempt under the Sunshine Law**, if requested a list of email address would have to be provided to the requester.

Spoof, phishing or hoax emails

The City of Camdenton takes Internet and email security very seriously. Users of our site should be aware that Spoof, phishing or hoax e-mails that might appear to be from the City of Camdenton could put them at risk. The following information is provided to help you to spot this type of malicious email:

- These emails will generally ask you to click a link back to a spoof web site and provide, update or confirm sensitive personal information.
- They may allude to an urgent or threatening condition concerning your account.
- They may be after a password/pin, credit card validation code (CCV), ATM, Debit, or Credit Card numbers, social security number or bank account number.

The City of Camdenton will never ask for this type of information in an email. If you receive a suspect email message that appears to be from us, even if you don't provide information, simply clicking the link could allow someone to access your computer and begin logging key strokes or open your computer to viruses.

Disclosure

Any information provided by you to the City of Camdenton becomes a record kept by the City and may be disclosed to others pursuant to the requirements of the Missouri Sunshine Law. No information is exempt from such disclosure unless that law specifically exempts it. Any information provided as part of a job application as well as credit card information is exempted from disclosure. Other exemptions may be found in Chapter 610 of the Revised Statutes of Missouri. Questions regarding the Sunshine Law may be directed to the Missouri Attorney Generals Office.