

## **East Montgomery Terms of Use**

### **AGREEMENT BETWEEN USER AND East Montgomery Utility District**

The East Montgomery Utility District Web Site is comprised of various Web pages operated by East Montgomery Utility District.

The East Montgomery Utility District Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the East Montgomery Utility District Web Site constitutes your agreement to all such terms, conditions, and notices.

### **MODIFICATION OF THESE TERMS OF USE**

East Montgomery Utility District reserves the right to change the terms, conditions, and notices under which the East Montgomery Utility District Web Site is offered, including but not limited to the charges associated with the use of the East Montgomery Utility District Web Site.

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### **NO UNLAWFUL OR PROHIBITED USE**

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

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The East Montgomery Utility District Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

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**SERVICE CONTACT : [allans@united-systems.com](mailto:allans@united-systems.com)**

#### **TERMINATION/ACCESS RESTRICTION**

**East Montgomery Utility District reserves the right, in its sole discretion, to terminate your access to the East Montgomery Utility District Web Site and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Washington, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in San Mateo County, California, U.S.A. in all disputes arising out of or relating to the use of the East Montgomery Utility District Web Site. Use of the East Montgomery Utility District Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and East Montgomery Utility District as a result of this agreement or use of the East Montgomery Utility District Web Site. East Montgomery Utility District's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of East Montgomery Utility District's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the East Montgomery Utility District Web Site or information provided to or gathered by East Montgomery Utility District 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. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and East Montgomery Utility District with respect to the East Montgomery Utility District Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and East Montgomery Utility**

District with respect to the East Montgomery Utility District Web Site. A printed version of this agreement and of 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. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

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