

City of Signal Hill General Terms and Conditions

PLEASE READ THESE CITY OF SIGNAL HILL GENERAL TERMS AND CONDITIONS OF USE AND ALL DOCUMENTS REFERENCED OR LINKED FROM THIS TERMS AND CONDITIONS (collectively, "TERMS AND CONDITIONS") CAREFULLY BEFORE USING THE CITY OF SIGNAL HILL WEBSITE LOCATED AT www.cityofsignalhill.org (THE "SITE") OR ANY MATERIALS OR SERVICES OFFERED BY THE CITY OF SIGNAL HILL ON OR THROUGH THE SITE.

The Site is operated by City of Signal Hill ("City"). By using the Site, discussion list and other services offered by the City on or through the Site, you signify your assent to these Terms and Conditions. If you do not agree to all of these Terms and Conditions of use, do not use this Site.

The Site is an online information service provided by the City, which may revise and update these Terms and Conditions at any time by posting such revised Terms and Conditions at www.cityofsignalhill.org. Your continued usage of the Site or any of its services will mean you accept those changes.

No Legal Advice

The materials available on this Site (the "Materials") have been prepared by the City, its Staff and other contributors for informational purposes only, are not legal advice and should not be relied on as such. The City does not guarantee or warrant that the Materials are accurate, complete or up-to-date. The Materials are general in nature and may not apply to particular factual or legal circumstances. Laws and procedures change frequently and are subject to differing interpretations. The Materials are not intended to substitute for obtaining legal advice from competent, independent, legal counsel in the relevant jurisdiction. If you want legal advice, please consult a lawyer. This Site is not intended to create, and your use of the Materials does not constitute, a lawyer-client relationship. You should not act upon any of the Materials without seeking professional counsel. Any opinions, whether legal or otherwise, expressed on this Site are solely those of the respective author(s).

No Warranties

The City does not make any express or implied warranties, representations or endorsements whatsoever (including, without limitation, the implied warranties of merchantability or fitness for a particular purpose) with regard to this Site, the Materials, any products, information or service provided through this Site, or any third party sites listed on this Site or in the Materials, and the City shall not be liable for any cost or damage arising either directly or indirectly from the Site, the Materials, any products, information or service provided through this Site, or any third party sites listed on this Site. The City does not warrant that this Site will be uninterrupted or error-free or that defects in this Site will be corrected. The Site is provided on an "as is, as available" basis.

Limitation of Liability

To the fullest extent permitted by law, the City shall not be liable for any claim, including claims by third parties, arising directly or indirectly from (i) any errors, omissions or inaccuracies in the Materials provided on the Site regardless of cause; or (ii) any decision made or action taken or not taken by anyone using or relying upon the Site or the Materials provided therein; or (iii) any virus or other damage to any computer or computer system that might occur during or as a result of accessing such Site, the Materials provided therein, or any third-party sites listed on the Site or in the Materials; or (iv) any other act identified in any disclaimer of liability or indemnification provision or any other provision set forth in the Terms of Use.

In no event will the City or its officers, employees, agents and the assigns of same be responsible or liable for any loss or damages, including but not limited to (1) direct, consequential, incidental or special damages (including, but not limited to, lost profits, loss of data, business interruption, and the like) arising directly or indirectly out of the use of, or the inability to use, this Site and/or the Materials contained on or downloaded from the Site, whether the Materials contained on the Site are provided by the City or a third party, or (2) any claim attributable to errors, omissions, or other inaccuracies in this Site, Materials and/or listings or information downloaded through this Site. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, the City's liability is limited to the greatest extent permitted by law.

In making this release the user of the Site intends to release the City and its officers, employees, agents and the assigns of same from any liability of any nature whatsoever for any claim or injury or for damages or equitable or declaratory relief of any kind, whether the claim or any facts on such claim might be based, is known or unknown to the party possessing the claim. The user of the Site expressly waives all rights under Section 1542 of the Civil Code of the State of California, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Indemnity

You agree to indemnify, defend and hold the City and its officers, employees, agents and assigns harmless, at your own expense, from and against any and all loss, costs, expenses (including reasonable attorney's fees and expenses), claims, liabilities, and damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or related to your use of, or permitting the use by others of, this Site and any breach or violation of these Terms and Conditions by you, your agents or assigns.

Governing Law and Jurisdiction

These Terms and Conditions constitute a contract made under and shall be governed by and construed in accordance with the laws of the State of California. You agree that the Los Angeles County Superior Court, South District, if it has subject matter jurisdiction, shall have exclusive jurisdiction to hear and determine any claims or disputes between you and the City of Signal Hill (and/or its officers, employees, agents and the assigns of same), pertaining directly or indirectly to these Terms and Conditions, or to any matter arising therefrom, or any other document executed and delivered in connection herewith or therewith.

Miscellaneous

Except as expressly provided in a particular legal notice posted by the City of Signal Hill on this Site, these Terms and Conditions constitute the entire agreement between you and the City of Signal Hill with respect to the use of this Site and the Materials. The City of Signal Hill's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms and Conditions. The City of Signal Hill may assign its rights and duties under these Terms and Conditions to any party at any time without notice to you.

Copyright

The Materials are protected by United States and other copyright laws, except for works of the United States Government pursuant to 17 U.S.C. Section 105. The selection, arrangement and presentation of all Materials (including information in the public domain), and the overall design of this Site are copyright © 2023 CITY OF SIGNAL HILL. All rights reserved. The City is the owner of all copyrights in and to the Materials, except for works of the United States Government pursuant to 17 U.S.C. Section 105. Permission is granted to view and print materials from this Site for the non-commercial purpose of viewing, reading and retaining for reference. Any other copying, distribution, retransmission or modification of information or Materials on this Site, whether in electronic or hard copy form, without the express prior written permission of the City, is strictly prohibited.

Last Update

These Terms and Conditions were last updated on April 4, 2023.

Contact Information

Questions or comments regarding this Site should be sent by e-mail to kboles@cityofsignalhill.org or by U.S. mail to 2175 Cherry Avenue, Signal Hill, California 90755.