



**CITY OF YORBA LINDA**  
**Website Terms and Conditions of Use**  
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## **1. Welcome**

Thank you for visiting the official website for the City of Yorba Linda, California. Please note that by visiting our website, you agree to the terms and conditions listed here.

## **2. Purpose**

The City of Yorba Linda (“City”) website, [www.yorbalindaca.gov](http://www.yorbalindaca.gov) (“website”), is a public service and information source. The purpose of the City website is to educate, engage, inform, and provide timely information about City services, officials, programs, projects, and events to website visitors. The website is a supplement to, and not a replacement for, information available from City departments. The use of the City website is intended for the sole and exclusive use by the City of Yorba Linda and will serve as an additional source of information to meet the following mission:

- Provide access to material about City services, programs and activities, City officials and staff, government issues and local government process, and public facilities;
- Encourage community members to participate in City government;
- Offer City information in an effective and time-efficient manner; and
- Manage the links and material on the website to ensure that the City’s information is easily discernible.

## **3. Acceptance of Terms**

The City makes available for public use on the City’s website information and documents subject to the terms and conditions set forth herein. By accessing the website, you agree to the terms of use. The City reserves the right to change the terms of use at its sole discretion. The public’s use of the website will be subject to the most current version of the Terms and Conditions posted on the City’s website at [www.yorbalindaca.gov](http://www.yorbalindaca.gov). In addition, when using particular services or materials on the website, users are subject to any posted guidelines or rules applicable to such services or materials that contain terms and conditions in addition to those in the terms of use.

Users agree to the following terms: You agree that you will not or attempt to violate the security of this website by hacking, sending viruses, or any other similar malicious or careless conduct. You agree that you will not utilize the communication methods found within the website for the communication of any material that may reasonably be considered scurrilous or offensive.

Offensive materials are defined as sexual content or images and slurs against race, religious or political beliefs, age, gender, sexual orientation, national origin or physical attributes. You agree not to upload, or attempt to upload, content of any type to this website. You acknowledge that you have no right to the intellectual property associated with this website and that you have only a limited right to use this website. You acknowledge that the City does not warrant the accuracy or availability of this website. You acknowledge that the City is not responsible for any loss, damage, or injury that you may have as a result of your use of this website. You agree to be bound by the laws applicable in City of Yorba Linda with respect to your use of the website.

#### **4. Prohibitions**

Attempts to upload information or change information on the City's website are strictly prohibited. This prohibition does not apply to a user's submission of information via an on-line form created by the City for that purpose.

#### **5. Privacy Statement**

The protection of individual privacy is governed by local, State, and Federal laws. No personally identifiable information is collected about users who simply browse the City's website or who download information from it. The City's web servers maintain logs of user activity in order to help manage the website. Information stored in these logs does not identify the user personally. The logs store such things as the domain name and IP address from which a user accessed the city's website; the type of browser and operating system used; the date and time a user accessed the city's website; the pages visited; and the country or region of the world from which a user accessed the City's website. The City uses this information to learn the number of users that have visited the website, which parts of the City's website are of most interest to visitors, and other facts that will help the City improve the website and the services offered.

#### **6. Security Statement**

The City is highly sensitive to the privacy and security interests of its citizens and believes that the protection of those interests is one of its most important responsibilities. The City uses firewalls and other security technology to prevent its computers from being accessed by unauthorized persons. The City uses reasonable precautions to keep the personal information disclosed to the City secure. The City website employs industry-standard methods to monitor network traffic to identify unauthorized attempts to upload or change information or otherwise cause damage.

#### **7. Public Disclosure**

As a government agency, the City is subject to California Public Record laws, California Government Code section 6250 *et seq.* California Government Code section 6250 finds and declares that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this State.

Any information provided to the City through the City's website may be subject to the same laws as information provided to the City on paper. Therefore, all information collected on the City's website may become public record and subject to inspection by the public, unless exempted by law.

## **8. Minors**

No application on the City's website specifically solicits information from minors or seeks to determine whether the visitor is a minor. Consequently, visitors should be aware that the collection of personal information requested from or volunteered by children online or by email will be treated in the same manner as information given by an adult. This information may become a public record, and as such may be subject to public access. The City asks that parents or guardians guide their children when children are asked to provide personal information online.

## **9. Unsubscribe**

At any time while accessing the City's website, users may decline participation in any activity that asks for information (e.g., survey, email notification). Such choice will not affect the user's ability to use other features of the City's website. If a user chooses to subscribe to or begins receiving information from a City email listserve, the user has the option to unsubscribe from any City email list.

## **10. Notice to City**

Communications made through the City's website shall in no way be deemed to constitute legal or official notice to the City, its agencies, officers, employees, representatives, or agents with respect to any existing, pending, or future claim or cause of action against the City or any of its agencies, officers, employees, representatives, or agents where notice is required by federal, state, or local law. No communication to the City made through the website shall be deemed to constitute legal or official notice for any purpose.

## **11. Public Notices**

When the City places notices of items on its website, such as schedules for upcoming public meetings or hearings, it does so only to facilitate public access to such information, as a supplement to the legally required methods of posting notices.

## **12. Copyright**

Materials on the City's website may be protected by copyright law (e.g. City seal, City logo, content, etc.). Any use of the materials stored on the City website is prohibited without the written permission of the City. The City retains all intellectual property rights including copyrights on all text, graphic images, and other content. This means that the following acts or activities are prohibited without prior written permission from the City: 1) modifying and/or re-using text, images or other web content from the City's server;

2) distributing the City's web content; or 3) "mirroring" the City's information on a non-City server.

### **13. Accuracy**

The City strives to present current and accurate information on its website but does not guarantee either the accuracy or currency of information posted on its website. Changes are made periodically to many City documents, including municipal codes, regulations, guidelines, and schedules, and these changes may or may not be reflected in the materials or information present on the City website. Additionally, because the website is frequently under development, materials and information may be deleted, modified, or moved to a different part of the website by the City without advance notice. In the event of a difference between the information on the website and official information available at City offices, the official information shall prevail.

### **14. Accessibility Statement**

The City of Yorba Linda is committed to making its websites accessible to the widest possible audience. We are constantly working to increase the accessibility and usability of our website. The City evaluates this site on a regular basis and the site will continue to evolve over time as new technologies and opportunities emerge. Web visitors can visit the Accessibility Support Page for additional information.

#### ***Accessibility Support Page***

Pages on this website are reviewed and produced to the best of our abilities to be accessible to individuals with disabilities in accordance with provisions of Section 508 of the Workforce Investment Act and the Americans with Disabilities Act. If you use assistive technology (such as a Braille reader, a screen reader, or TTY) and the format of any material on this website interferes with your ability to access information, please contact us. To enable us to respond in a manner most helpful to you, please indicate the nature of your accessibility problem, the preferred format in which to receive the material, the web address of the requested material, and your contact information. Users who need accessibility assistance can also contact us by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

*Accessibility Design Guidelines* - Our website has been designed with the following accessibility guidelines in mind:

- We work to comply with Section 508 as well as 2.0 A and AA referring to website accessibility standards.
- If you have difficulty accessing the site or have any comments or feedback, please do not hesitate to contact us. Any issue with accessibility will be corrected.

Browser Accessibility Information - Many popular browsers contain built-in accessibility tools.

- Internet Explorer Accessibility Information
- Firefox Accessibility Information
- Chrome Accessibility Information

Additional Plug-ins - Adobe Reader is required to view and print PDF documents that appear on this website.

- To download this program for free, visit the Adobe website.
- To read PDF documents with a screen reader, please visit the Adobe Reader Accessibility website which provides useful tools and resources.

Adobe Flash is required to view certain videos that appear on this website.

- To download this program for free, visit the Adobe website.
- To access flash content using a screen reader, please visit the Adobe Flash Player.

Accessibility website which provides useful tools and resources.

Supported Assistive Technology

- Latest Version of JAWS for Windows
- Latest Version of NVDA for Windows
- Latest Version of VoiceOver for Mac OS X
- Keyboard-Only Navigation

## **15. External Website Links**

The City permits the establishment of links to external websites on the City's official website solely in conformance with the purpose of the City's Website Policy. Links from the City's website to other sites on the Internet do not constitute an endorsement or recommendation by the City. The City is not responsible for the content, quality, or accuracy of any off-site materials referenced or linked through the City's website. By using the City's website, the user acknowledges and accepts that the City is not responsible for any materials stored on other Internet sites, nor is it liable for any inaccurate, defamatory, offensive, or illegal materials found on other Internet sites, and that the risk of injury from viewing, hearing, downloading, or storing such materials rests entirely with the user. The City does not exercise any editorial control over the information you may find at these external locations, and disclaims any and all liability for and knowledge of their contents.

## **16. Disclaimer of Warranties**

The materials on the City's website are provided "as is" and without warranties of any kind express or implied. To the fullest extent permissible under applicable law, the City disclaims all warranties, expressed or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose and title to any of the materials provided on this website. The City does not represent or warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this website or the server that makes it are free of viruses or other harmful components.

## **17. Disclaimer of Liability**

The City, as well as its employees, contractors, agents, and elected officials, shall not be held liable for any improper or incorrect use of the materials or information contained on the website and assumes no responsibility for any user's use of them. In no event shall the City or its employees, contractors, agents, and elected officials, be liable for any damages, whether direct, indirect, incidental, special, exemplary or consequential (including, but not limited to, business interruption or loss of use, data, or profits) regardless of cause, and on any theory of liability, whether in contract, statute, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the website or the materials and information contained on the website, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay, computer virus, communication line failure, theft, or destruction of data, whether for breach of contract, tortious behavior, statutory liability negligence, or under any other cause of action.

Users are encouraged to consult with appropriate and accredited professional advisors for advice concerning specific matters before making any decision, and the City, as well as its employees, contractors, agents, and elected officials, disclaims any responsibility for positions taken by individuals or corporations in their individual cases or for any misunderstanding and losses, directly or indirectly, on the part of any user.

## **18. Indemnification**

To the extent permitted by applicable law, by using the City of Yorba Linda's website, the user agrees to indemnify, and hold harmless, the City of Yorba Linda, its agencies, officers, employees, representatives, and agents from and against all claims and expenses, including attorneys' fees, arising out of the user's use of this site or materials and information contained on this site.

## **19. Miscellaneous**

These terms and conditions shall be governed and interpreted in accordance with the laws of the state of California, without giving effect to any principles of conflict of laws.

Any action at law or equity arising out of or relating to these terms shall be filed only in a state or federal court located in Orange County, California. By using the City's website, users consent and submit to the personal jurisdiction of such court for the purposes of litigation.

If any of these terms or conditions shall be deemed unlawful, void or for any reason unenforceable, then such terms or conditions shall be deemed severable from the remaining terms and conditions and shall not affect the validity and enforceability of any remaining portion of this policy.