
1. Definitions

In these Terms and Conditions "you" and "your" refer to the user of this website and includes any individual, organization or business.

2. Consent to Terms and Conditions of Use

These Terms and Conditions, which may be amended from time to time, and all applicable laws govern your use of this website. By using this website, you are implicitly consenting to these Terms and Conditions. If you do not wish to be bound by these Terms and Conditions do not use this website.

If you access this website from any non-U.S. territory, please note you do so at your own risk and are responsible for compliance with any local laws. Individuals, organizations and businesses are free to use this website for any lawful, worthy and ethical purpose, except as limited by these Terms and Conditions or applicable law. Users agree not to access or try to access this website via any automated means.

3. Information Disclaimer

This website is designed to provide individuals, organizations, and businesses with access to the government departments, services, and programs of the Village of Head of the Harbor. The information, data, downloadable documents, links and other material contained on this website are provided by the Village of Head of the Harbor for general reference purposes only and have been compiled from a variety of sources. The Village of Head of the Harbor has tried to provide accurate and complete information, downloadable documents, links and other material on this website. Any person or entity who relies on any information, data, downloadable documents, links, or other material obtained from this website does so at his, hers, or its own risk. Neither the Village of Head of the Harbor, nor any agency, officer, or employee of the Village of Head of the Harbor warrants the accuracy, reliability, timeliness, or completeness of any of the information, data, downloadable documents, links, or other material provided herein. Any errors or omissions should be reported.

The Village of Head of the Harbor reserves the right to make changes and updates to the information, downloadable documents, links, and other materials provided herein at any time. However, the Village of Head of the Harbor is under no obligation to provide updates to such.

4. No Warranties or Representations

The Village of Head of the Harbor provides the information, data, downloadable documents, links, and other material contained on this website “as is,” without warranty of any kind, either expressed or implied, including but not limited to, warranties of title, the implied warranties of merchantability or fitness for a particular purpose with respect to the quality, content, accuracy, completeness, currency, freedom from interruption, freedom from computer virus, freedom from errors or omissions, non-infringement of content placed on this website (whether by the Village of Head of the Harbor or a third party) including any of the design, information, text, graphics, images, pages, interfaces, links, software, or other materials displayed on this website.

5. No Liability for Village, its Officers, Employees and Agents

The Village of Head of the Harbor, its officers, employees, representatives, and agents shall not be liable for any errors, omissions, or inaccuracies in the information, data, downloadable documents, links or other materials provided regardless of how caused, or any decision made or action taken or not taken by any user in reliance upon any information, data, downloadable documents, or links furnished hereunder. This limitation shall include, but is not limited to, liability for incidental, consequential, special or indirect damages of any sort (regardless of whether they were foreseeable), whether arising in tort, contract or otherwise, even if the Village of Head of the Harbor has received prior notice of errors, omissions or inaccuracies. Furthermore, if you are a user located in a state that does not allow the exclusion or limitation of incidental or consequential damages, you may not use the information, data, downloadable documents, or links provided herein.

6. Indemnification

To the extent permitted by applicable law, by using this website, the user agrees to defend, indemnify, and hold harmless, the Village of Head of the Harbor, 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 website or materials and information contained on this website.

7. Use of this Website for Services

In order to access certain services via this website, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the service, or as part of your continued use of the service. You agree that any registration information you give the Village of Head of the Harbor will be accurate, correct, and up-to-date. You agree and

understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access any service via this website and that you will be solely responsible to the Village of Head of the Harbor for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify the Village of Head of the Harbor immediately. You acknowledge and agree that if the Village of Head of the Harbor disables access to your account, you may be prevented from accessing this website, services via this website, your account details, or any files or other content which is contained in your account.

8. Termination of Access

The Village of Head of the Harbor reserves the right, in its sole discretion, to terminate or refuse your access to this website and/or any services accessed via this website, or any portion thereof, without notice, if the Village of Head of the Harbor believes that your conduct violates these Terms and Conditions or applicable law or is harmful to the interests of the Village of Head of the Harbor, its agencies, officers, employees, representatives, and agents, or other users of this website.

9. Village Not Liable for Linked Websites

Links exist on and may from time to time be added to this website which will permit you to leave this website and visit linked websites. These links are provided only as a convenience. The linked websites are not under the control of the Village of Head of the Harbor, and the Village assumes no responsibility or liability for their content including but not limited to any inaccurate, defamatory, offensive, or illegal materials found on such linked websites. If you choose to visit linked websites, the risk of injury from viewing, hearing, downloading, or storing such materials is entirely that of the user.

Links appearing on this website do not imply any approval or endorsement by the Village of Head of the Harbor of the linked site, its sponsor or its contents, including any opinions expressed therein. All linked websites operate under the auspices and at the direction of their respective owners who should be contacted directly with questions regarding the content of those sites.

When visiting this website, your web browser may produce pop-up advertisements. These advertisements were most likely produced by other websites you visited or by third-party software installed on your computer. The Village of Head of the Harbor does not endorse or recommend products or services for which may be viewed on a pop-up advertisement on your computer while visiting this site.

10. No Endorsement

Reference in this site to any specific commercial product, process, or service by trade name, trademark, manufacturer or otherwise, does not constitute or imply an endorsement, recommendation, or favoring by the Village of Head of the Harbor. The views and opinions of

authors of documents (any text), graphics/photos and web pages do not in essence affirm or reflect the opinion of the Village of Head of the Harbor, and shall not be used for advertising or endorsement.

11. Use Limitations

Users may not reproduce or distribute the information, downloadable documents, links or other material provided herein to other persons or entities without prior express written permission from the Village of Head of the Harbor. When the information, downloadable documents, links or other documents provided herein are used in the development of digital or printed material, the Village of Head of the Harbor must be acknowledged in the relevant, printed and published media.

12. The Information on this Website Does Not Constitute Legal Advice

The information, downloadable documents, links or other material provided herein do not constitute legal advice by the Village or any of its agencies, officers, employees, agents, attorneys, or representatives and are not a substitute for and do not replace the advice or representation of a licensed attorney. If you have any legal questions regarding any information, downloadable document, links or other material provided herein you should consult an attorney.

13. Information Collected

Upon visiting this website or any website housed on this website's servers, certain information will automatically be gathered about your visit. This information does not identify you personally.

The following information will be collected during your visit:

- a. The IP address and internet domain used to access the Internet;
- b. The type of browser and operating system you used when visiting this website;
- c. The date and time you visited our site;
- d. The web pages and/or services you accessed at our site; and
- e. The website you visited, if any, that referred you to this website.

This information is stored and logged by the Village of Head of the Harbor and used to improve our website and understand how people are using it. The information gathered is used in aggregate form, grouped together (you will not be identified individually). The Village of Head of the Harbor does not sell or market information (involuntary or voluntary) in any way. No mobile information will be shared with third parties or affiliates for marketing or promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties. The Village of Head of the Harbor will disclose information to third parties only when required to do so by law.

The Village of Head of the Harbor does not knowingly collect personal information from children or create profiles of children through this website. Users are cautioned, however, that the collection of personal information submitted in an e-mail or through an online transaction will be treated as though it was submitted by an adult, and may, unless exempted from access by federal or State law, be subject to public access. The Village of Head of the Harbor strongly encourages parents and teachers to be involved in children's Internet activities and to provide guidance whenever children are asked to provide personal information online.

14. Voluntary Information

When you visit this website, if you contribute to a survey, send an email, or perform some other transaction online, the following supplementary information will be collected: the email address and contents of the email (for those who communicate via email), information volunteered in response to a survey, and information volunteered through an online form for any other purpose. Your email will be responded to appropriately. This may be to respond to you directly, to address issues you may identify, to further improve our website, or to forward the email to another internal department for appropriate action. Information from other online forms will be used exclusively for the intent stated or identified within the form details.

15. Access to and Correction of Personal Information Collected Through this Website

Any user may submit a request to the Village of Head of the Harbor privacy compliance officer to determine whether personal information pertaining to that user has been collected through this website. Any such request shall be made in writing and must be accompanied by reasonable proof of identity of the user. Reasonable proof of identity shall include, but not be limited to, verification of a signature or inclusion of an identifier generally known only to the user. The address of the privacy compliance officer is:

Village of Head of the Harbor Office of the Village Clerk

500 North Country Road

St. James, NY 11780

Within five business days of the receipt of a proper request, the privacy compliance officer shall: (a) provide access to the personal information; (b) deny access to the personal information in writing, with an explanation of why the request is being denied; or (c) acknowledge the receipt of the request in writing, stating the approximate date when the request will be granted or denied, provided that the date specified shall not be more than 30 days from the date of the acknowledgment.

In the event that the Village of Head of the Harbor determines that it has collected personal information pertaining to a user through the state agency website and that information is to be provided to the user pursuant to the user's request, the privacy compliance officer shall inform the

user of his or her right to request that the personal information be amended or corrected under the procedures set forth in section 95 of the Public Officers Law.

16. Communications/Verifications

Communications to the Village of Head of the Harbor via this website shall in no way be deemed to constitute legal or official notice to the Village of Head of the Harbor, its agencies, officers, employees, representatives or agents with respect to any existing, pending or future claim or cause of action against the Village of Head of the Harbor or any of its agencies, officers, employees, representatives or agents where notice is required by federal, State or local law. Nor shall communications to the Village of Head of the Harbor via this website be deemed to constitute legal or official notice for any other purpose.

All users of this website must use appropriate names and language in the name spaces, address spaces and other spaces (if any) provided on the website. Users are prohibited from using false email addresses.

17. Voluntary Registration

Certain parts of this website may give the user the option of providing their name, e-mail address, and other information, which is recorded in databases on this website's servers. The data may be used to send e-mail announcements to individuals, businesses and organizations that have shown an interest in particular topics or updates. If you provide contact information to the Village of Head of the Harbor through this website and do not wish to receive unsolicited e-mail announcements, please e-mail the contact person for the department or program, requesting that you not be included in any direct mailings.

18. Confidentiality and Integrity of Personal Information Collected Through this Website

The Village of Head of the Harbor is strongly committed to protecting personal information collected through this website against unauthorized access, use, or disclosure. Consequently, the Village of Head of the Harbor limits employee access to personal information collected through this website to only those employees who need access to the information in the performance of their official duties. Employees who have access to this information are required to follow appropriate procedures in connection with any disclosures of personal information.

In addition, the Village of Head of the Harbor has implemented procedures to safeguard the integrity of its information technology assets. These security procedures have been integrated into the design, implementation, and day-to-day operations of this website as part of our continuing commitment to the security of electronic content as well as the electronic transmission of information.

For website security purposes and to maintain the availability of the website for all users, the Village of Head of the Harbor employs software to monitor traffic to identify unauthorized attempts to upload or change information or otherwise damage this website.

19. Retention of Information Collected Through this Website

The information collected through this website is retained by the Village of Head of the Harbor in accordance with the records retention and disposition requirements of the New York State Arts & Cultural Affairs Law. Information on the requirements of the Arts & Cultural Affairs Law may be found at <http://www.archives.nysed.gov/records/retention-schedules>

In general, the Internet services logs of the Village of Head of the Harbor are hosted by an outside agency.

Information, including personal information, that you submit in an e-mail or when you initiate an online transaction such as a survey, registration form, or order form is retained in accordance with the records retention and disposition schedule established for the records of the program unit to which you submitted the information. Information concerning these records retention and disposition schedules may be obtained through the Internet privacy policy contact listed in this policy.

20. Cookies

This website may use session cookies.

21. No Guarantee of Availability

The Village of Head of the Harbor Village does not guarantee that the information, downloadable documents, links and other material provided herein will be available to users without interruption or error. Furthermore, the Village of Head of the Harbor may modify or remove information, downloadable documents, links or other material provided herein and access methods at anytime, without prior notice.

22. Intellectual Property

Service marks and trademarks contained in or displayed on this website and the contents of linked sites operated by third parties, are the property of their respective owners (which may be the Village of Head of the Harbor). All other design, information, text, graphics, images, pages, interfaces, links, software, and other items and materials contained in or displayed on this website,

and the selection and arrangements thereof, are the property of the Village of Head of the Harbor. All rights are reserved.

23. Copyright and Trademark Limitations

The Village of Head of the Harbor makes no warranty that materials contained herein are free of copyright or trademark claims or other restrictions or limitations on free use or display. Making a copy of such material may be subject to copyright or trademark laws.

24. Seal of Village of Head of the Harbor

Use and display of the Seal of the Village and the seals and logos of any Village agency are restricted by law and may be used only as authorized by the laws of the Village of Head of the Harbor.

25. Unauthorized Modifications

Any attempts to upload information or modifications or attempts to modify any information stored on the Village of Head of the Harbor's web pages are prohibited and may result in criminal prosecution. Moreover, the information, data, downloadable documents, links and other material contained on this website may not be copied onto another server.

26. Applicable Law

These Terms and Conditions shall be construed and enforced according to the laws of the State of New York, without regard to conflict-of-laws principles.

27. Jurisdiction

You agree to consent to the jurisdiction of any New York or federal court located within Suffolk County, New York in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with these Terms and Conditions or your use of this website, so long as such court shall have subject matter jurisdiction over such suit, action or proceeding. You further agree that any cause of action arising out of these Terms and Conditions, or your use of this website, shall be deemed to have arisen from a transaction of business in the State of New York.

28. Download of Materials

Any material downloaded or otherwise obtained through the use of this website is done at your own risk. You will be solely responsible for any adverse consequences resulting from the download of any such materials.

29. Miscellaneous

These Terms and Conditions constitute the full agreement between the user and the Village of Head of the Harbor related to the use of this Web site. If any provision of these Terms and Conditions is held invalid or unenforceable, all other provisions will remain in full force and effect. The Village of Head of the Harbor may choose not to exercise or to delay enforcement of any of our rights under these Terms and Conditions without forfeiting them.