



## **PRIVACY POLICY FOR SOMERSETCOUNTYPARKS.ORG**

This privacy policy (the “*Privacy Policy*”) describes how the Somerset County Park Commission (“*SCPC*” or “*we*”) treats the information (the “*Information*”) that it collects from you when you use the somersetcountyparks.org website (the “*Site*”) and forms part of and is incorporated within [SCPC’s Terms and Conditions of Access and Use] (the “*Terms*”) for the Site. In the event of any conflict, inconsistency or ambiguity between the Terms and this Privacy Policy, the Terms shall control. Capitalized terms used in this Privacy Policy but not defined herein shall have the definition ascribed to such term in the Terms. Questions or comments regarding this Privacy Policy or any other aspect of the Site should be emailed to: amathew@scparcs.org. By accessing and using the Site, you consent to the collection, use and disclosure of Information as provided herein.

### **What information do we collect?**

We collect information from you when you access and use the Site, including when you register and provide us with Information through the Site such as your name and email address.

Our servers may also automatically collect Information about you and your use of the Site. This may include your IP address, the domain from which you are visiting the Site, the web pages and resources visited by you and other information relating to your access and use of the Site. As noted below, we may also use cookies and other tracking technology in connection with your access and use of the Site.

### **What do we use your Information for?**

Any of the Information we collect from you may be used to personalize your experience on the Site, to provide you with products and services or information relating thereto, to process transactions, to respond to your comments and questions, to send you periodic emails and other communications and to improve our product and service offerings. If you provide us with your email address, we may send you emails from time to time. If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email. Note, however, that if you have registered in certain areas of the Site, you may not be permitted to unsubscribe from receiving certain administrative-related emails relating such areas of the Site.

### **How do we protect your Information?**

We use reasonable measures to safeguard your Information. However, no data transmission over the internet is completely secure and no security mechanism is impenetrable. Therefore, although we take steps to protect your Information, we cannot guarantee the security of the Information that we collect from you or the security of our servers or databases. By using the Site you agree to assume all risk in connection with Information sent to us or collected by us.

## **Cookies**

Yes. Cookies are small bits of information that may be placed on your computer. Our servers use cookies to identify your internet browser, store your preferences, and determine whether you have installed certain enabling software needed to access certain material on the Site.

We use cookies to compile aggregate data about Site traffic and Site interaction so that we can offer better Site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our Site visitors. These service providers are not permitted to use the Information collected on our behalf except to help us conduct and improve our products, services and business activities.

You can adjust your internet browser's settings so that it will not accept cookies. However, some portions of the Site may not function properly if your browser is set to refuse cookies.

## **Do we disclose any Information to outside parties?**

We do not sell Information to third parties. Third parties who assist us in operating the Site, processing credit cards, conducting our business, or servicing you, will have access to Information needed to perform their functions. We may also release your Information when we believe release is appropriate to comply with the law (including, without limitation, Right to Know laws, the Open Public Records Act and other applicable public records laws) or court order, enforce our Site policies (including, without limitation, the Terms), or protect our or others' rights, property, or safety.

[We may share anonymous, non-personally identifiable Information including aggregate information derived from personally identifiable information with other parties for marketing, advertising, or other promotional uses.]

## **Children**

Children under the age of 13 may use the Site solely under the direct supervision and consent of their parents or legal guardians.

## **Links**

The Site may contain links to other Internet sites which are not owned, operated, controlled or reviewed by SCPC. These links are provided solely for the information and convenience of the public, and do not constitute the sponsorship, endorsement or recommendation of any third party websites, products, services or opportunities by SCPC. Use of any such third party websites, products, services or opportunities is solely at your risk and subject to any terms or conditions of the applicable third parties involved including, without limitation, the privacy policies and practices of such third parties.

## **Change in Business**

If we merge with, sell all or a material portion of our assets to, or are otherwise acquired (whether by a company, governmental entity or otherwise), we may transfer some or all of your Information as a part of such transactions in order that the services being provided to you may continue.

## **Changes to our Privacy Policy**

From time to time we may modify this Privacy Policy to reflect, among other things, changes in the law or our Information collection and use practices and such modifications shall be effective upon posting the revised Privacy Policy on the Site. Your continued use of the Site after a revised Privacy Policy has been posted signifies your acceptance of the revised Privacy Policy. It is therefore important that you review this Privacy Policy regularly to ensure you are updated as to any changes.

## **TERMS OF AGREEMENT**

**IMPORTANT: BY ACCESSING AND USING THE SOMERSETCOUNTYPARKS.ORG (THE "SITE") AND/OR ANY MATERIALS AVAILABLE ON OR THROUGH THE SITE, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF ACCESS AND USE (THE "TERMS"). IF YOU DO NOT WANT TO ACCEPT OR BE BOUND BY THE TERMS, DO NOT ACCESS OR USE THE SITE OR ANY MATERIALS AVAILABLE ON OR THROUGH THE SITE.**

1. **Access and Use; Certain Restrictions.** Subject to your compliance with the Terms, you may view, copy, access and print Somerset County Park Commission ("SCPC") materials from the Site solely for your personal and non-commercial use provided that (i) the materials are not modified, (ii) all copyright and other proprietary notices are preserved, (iii) the materials are not used in a manner that suggests you are associated with or endorsed by SCPC, and (iv) the materials are attributed to SCPC. Except as expressly permitted in the preceding sentence, you will not copy, modify, edit, rent, lease, loan, sell, assign, distribute, reverse engineer, disassemble, decompile, attempt to obtain the source code of, grant a security interest in, publicly perform, publicly display, re-post, re-publish, transfer or exploit the Site, the materials available on or through the Site, any technology or software relating thereto, or any portion of any of the foregoing. The Site and the materials provided by SCPC and third parties through the Site are the property of SCPC and its licensors and are protected by copyright and other intellectual property laws. Nothing in these Terms shall limit any of your rights under applicable law with respect to any request for proposal ("RFP), bid or similar materials on the Site. All rights not granted herein are expressly reserved.

2. **Compliance with Law.** You agree to access and use the Site and all materials available therefrom in compliance with all applicable laws, rules, regulations and ordinances. You agree not to submit or post any information to or through the Site that: (a) is false, inaccurate or misleading, or (b) violates, infringes or misappropriates any third party's copyright or other intellectual property or proprietary rights.

3. **Termination.** SCPC reserves the right to terminate your access and use the Site, or any portion thereof, or any materials available therefrom, at any time, for any or no reason and in its sole and absolute discretion including, without limitation, based upon your breach of these Terms. In the event of such a termination, you will discontinue any access or use of the Site and any materials available therefrom including, without limitation, any access and use of materials from or through the RSS Feeds, and you will destroy all tangible and intangible materials that you received from or through the Site (including without limitation, through the RSS Feeds) in your possession or under your control. Sections 4, 5, 6, 7, 8 and 9 will survive any such termination.

4. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS; LIMITATION OF LIABILITY AND LIMITATION ON DAMAGES.**

(a) THE SITE, AND ALL MATERIALS AVAILABLE THEREFROM (INCLUDING, WITHOUT LIMITATION, THROUGH THE RSS FEEDS), ARE PROVIDED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" AND WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY

AND FITNESS FOR A PARTICULAR PURPOSE (ALL OF SUCH IMPLIED WARRANTIES AND REPRESENTATIONS BEING HEREBY EXPRESSLY DISCLAIMED). SCPC MAKES NO WARRANTY OR REPRESENTATION THAT (1) THE SITE OR THE MATERIALS AVAILABLE THEREFROM ARE ACCURATE, COMPLETE, OR CURRENT, OR (2) YOUR ACCESS TO AND USE OF THE SITE OR ANY SUCH MATERIALS WILL BE UNINTERRUPTED, VIRUS-FREE, ERROR-FREE OR COMPLETELY SECURE.

(b) SCPC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD PARTY WEBSITES, PRODUCTS, SERVICES OR OPPORTUNITIES MENTIONED ON, OR AVAILABLE THROUGH LINKS FROM OR THROUGH THE SITE (INCLUDING, WITHOUT LIMITATION, THROUGH ANY RSS FEEDS). REFERENCE ON THE SITE OR IN ANY RSS FEEDS TO ANY SUCH WEBSITES, PRODUCTS, SERVICES OR OPPORTUNITIES IS SOLELY FOR THE INFORMATION AND CONVENIENCE OF THE PUBLIC, AND DOES NOT CONSTITUTE THE SPONSORSHIP, ENDORSEMENT OR RECOMMENDATION THEREOF BY SCPC. USE OF ANY SUCH THIRD PARTY WEBSITES, PRODUCTS, SERVICES OR OPPORTUNITIES IS SOLELY AT YOUR RISK AND SUBJECT TO ANY TERMS OR CONDITIONS OF THE APPLICABLE THIRD PARTIES INVOLVED.

(c) IN NO EVENT SHALL SCPC OR ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES (ALL OF THE FOREGOING, COLLECTIVELY, THE "SCPC PARTIES") BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR ARISING OUT OF OR RELATED TO THE ACCESS OR USE, OR INABILITY TO ACCESS OR USE THE SITE (AND/OR THE MATERIALS AVAILABLE THEREFROM INCLUDING, WITHOUT LIMITATION, THROUGH THE RSS FEEDS), EVEN IF THE SCPC PARTIES (OR ANY ONE OR MORE OF THEM) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, AND REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION OR THEORY ASSERTED (E.G., WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE).

5. **Governing Law; Jurisdiction and Venue.** These Terms shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to its principles of conflicts of law. You submit and consent to the exclusive jurisdiction of and exclusive venue in the Federal District Court for the District of New Jersey located in Trenton, New Jersey and the Superior Court of the State of New Jersey for Somerset County located in Somerville, New Jersey with respect to any action or proceeding arising out of or relating to the Terms, the Site or the materials available therefrom, and waive any objections thereto including those of inconvenient forum or similar defenses.

6. **Privacy.** Certain information collected from you in connection with your access to and use of the Site is subject to our Privacy Policy, which is incorporated into these Terms by reference and which may be revised from time to time as provided therein. You acknowledge, agree and consent to the information collection, use, distribution and other terms, conditions and matters set forth in the Privacy Policy.

7. Indemnification. You agree to indemnify and hold SCPC and the SCPC Parties harmless from and against, and pay or reimburse SCPC and the SCPC Parties for, any and all losses, claims, liabilities, judgments, settlements, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or relating to (a) your breach or alleged breach of these Terms or any term or condition hereof, and/or (b) your access to and use of the Site or any materials available therefrom (including, without limitation through the RSS Feeds).

8. Miscellaneous. These Terms may be modified by SCPC from time to time, and any access to and use of the Site and/or the materials available therefrom after such modifications constitutes your acceptance of the modified Terms. You agree to periodically review these Terms in connection with your access and use of the Site. To the extent any area within or functionality of the Site contains specific terms and conditions concerning its use (“Specific Terms”), and you are granted access to or use of such areas or functionality by SCPC, those Specific Terms are in addition to and deemed included within these Terms. To the extent there is a conflict, inconsistency or ambiguity between these Terms and the Specific Terms, these Terms shall prevail. These Terms (including, without limitation, any applicable Specific Terms) supersede all prior understandings or agreements, oral and written, relating to the subject matter hereof. Any term or condition of these Terms which is invalid or unenforceable in part shall be enforced to the maximum extent permissible by law. To the extent that a term or condition is wholly invalid or unenforceable, such term or condition shall be deemed severed from these Terms and the remainder of these Terms shall remain in full force and effect. To the full extent, however, that any law limiting the validity or enforceability of these Terms may be waived, you hereby waive such law. You may not assign these Terms or any of your rights hereunder without SCPC’s prior written consent, and any purported assignment without such consent shall be void and of no force and effect.

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