



Town of Bridgewater Web Site Privacy Policy & Disclaimer Notice 2004

Thank you for visiting the Town of Bridgewater web site and taking the time to review our Web Site Privacy Policy and Disclaimer Notice. This policy addresses collection, use, security and access to information that may be obtained through the use of this web site. This policy covers the following topics:

- Personal Information
- Public Disclosure
- Online Services
- E-mail and Surveys
- Basic Information Collected
- Security
- Terms of Use and Notices (Legal Disclaimer)

Personal Information

"Personal information" is information that is readily identifiable to a specific individual. Personal information includes such things as an individual's name, address, phone number, and e-mail address. A domain name or Internet protocol address is not considered personal information.

We collect no personal information about you unless you voluntarily participate in an activity that asks for information (i.e., sending an e-mail, participating in a survey, or accessing a service). If you choose not to participate in these activities, your choice will in no way affect your ability to use any other feature of our Web site.

If personal information is required on the Web site or volunteered by the user, this information is a public record once you provide it, and may be subject to public inspection and copying if not protected by federal or state law.

If you have any questions or concerns about keeping information you submit private, please contact us.

Public Disclosure

In the Commonwealth of Massachusetts, laws exist to ensure that government is open and that the public has a right to access appropriate records and information possessed by state and local government. At the same time, there are certain limited exceptions to the public's right to access public records. Both state and federal laws provide exceptions.

All information collected at this site becomes public records that may be subject to inspection and copying by the public, unless an exemption in law exists. In the event of a conflict between this Privacy Policy and state or federal law governing the disclosure of records, the state or federal law will control.



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Online Services

The Town of Bridgewater intends to offer more services online as a means to improve services and to make them more convenient and accessible. If during your visit to the Town of Bridgewater Web site you access services, we will collect additional information related directly to the service you are accessing. We will limit the information requested to only that required to conduct the service. We will not use the information for any other purpose without your permission. You may be offered opportunities related to the service, for instance to be put on a mailing list for upcoming events, and it will be your choice as to whether you accept the offer.

E-mail and Surveys

If during your visit to the Town of Bridgewater Web site you participate in a survey or send an e-mail, the following additional information will be collected:

- The e-mail address and contents of the e-mail; and
- Information volunteered in response to a survey.

We use your email to respond appropriately. This may be to respond to you, to address issues you identify, to further improve our Web site, or to forward the email to any other agency for appropriate action. Survey information is used for the purpose designated. E-mails and surveys information is a public record.

Basic Information Collected

When you visit the Town of Bridgewater Web site, the system automatically collects and stores the following information about your visit:

- The Internet Protocol Address and domain name used. The Internet protocol address is a numerical identifier assigned either to your Internet service provider or directly to your computer. We use the internet protocol address to direct internet traffic to you;
- The type of browser and operating system you used;
- The date and time you visited this site;
- The Web pages or services you accessed at this site; and
- The Web site you visited prior to coming to this Web site.

The information we automatically collect is used to improve the content and delivery of our Web services and to help us understand how people are using our services and what technology they use to access our site. We analyze our Web site logs to continually improve the value of the materials and services available on our site and the ease of accessing them. We make no attempt to link the logs with the individuals that browse our site.



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Security

The security and integrity of the Town of Bridgewater Web site are essential for its success both to deliver services and information and to maintain the privacy of its visitors.

Web Site Disclaimer

The Town of Bridgewater Web site has links to other Web sites. These include links to Web sites operating by other governmental agencies, educational institutions, non-profit and community organizations. When you link to another site, you are no longer on the Town of Bridgewater Web site and this Privacy Policy will not apply. When you link to another Web site, you are subject to the privacy policy of that new site.

Please read the Town of Bridgewater Web Site Legal Disclaimer that addresses other liability issues associated with the Town's Web sites.

Terms of Use and Notices

The Town of Bridgewater, Massachusetts, provides the information and materials on this Web site. The Web site is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of the Town of Bridgewater Web site constitutes your agreement to all such terms, conditions and notices.

Your use of a particular area within the Town of Bridgewater Web site may also be subject to other terms, conditions and notices outlined specifically in that area. In the event that any of the general terms, conditions and notices contained herein conflict with the specific terms, conditions or notices contained within a particular area of the Town of Bridgewater Web site, then the specific provisions of the particular area shall control over the general provisions stated herein.

By visiting the Town of Bridgewater Web site, you agree to the following:

Copyrights

Copyright © -2002-2004 Town of Bridgewater All Rights Reserved.

Any rights not expressly granted herein are reserved. No copyrighted material may be distributed, downloaded, modified, reused, copied, reproduced, transferred, displayed, reposted, transmitted, disseminated, sold, published, broadcast or circulated or otherwise used except as expressly stated either in such materials or in this notice without the express written permission of the Town of Bridgewater.



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Town of Bridgewater materials may be copied and distributed for personal, noncommercial, informational purposes only. Copied materials must remain intact and include the following notice in a clearly visible position: "Copyright © 2002-2004 Town of Bridgewater. All rights reserved." This permission to copy and distribute materials does not extend to materials owned by other content providers that appear on the Town of Bridgewater Web site.

Reproduction, copying, or redistribution for commercial purposes of any materials on the Town of Bridgewater Web site is strictly prohibited without the express written permission of the Town of Bridgewater. If you wish to request permission to use materials in a manner otherwise prohibited herein, please send email to webteam@bridgewaterma.org or contact us via telephone at (508) 697-0950.

Trademarks

All trademarks and registered trademarks referred to or reproduced in this Web site and servers are the property of their respective owners.

Possible Errors and Revisions

The information, materials, software, products, and services (collectively "data") included in or available through the town of Bridgewater web site and servers may be superseded and/or may include inaccuracies or typographical errors. Changes are periodically made to the data contained herein. The town of Bridgewater may make improvements and/or changes to its web site, data and servers at any time.

Disclaimer of Warranties

The Town of Bridgewater makes no representations about the suitability of the information contained in the data published on the Town of Bridgewater web site and servers. All data are provided "as is" without warranty of any kind. The Town of Bridgewater hereby disclaims all warranties and conditions of any kind, express or implied, about this information and data including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Disclaimer of Liability

In no event shall the Town of Bridgewater be liable for any special, indirect, incidental or consequential damages or any damages whatsoever resulting from inconvenience, or loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of information available from this web site and server, even if the Town of Bridgewater has been advised of the possibility of such damages or losses.

Some jurisdictions do not allow limitations on how long implied warranties last, the exclusion or limitation of incidental or consequential damages or the exclusion of certain implied warranties, so that these disclaimers and limitations may not apply to you. This



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warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.

Links to Third Party Sites

Any reference from the Town of Bridgewater Web site and server to any entity, product, service or information does not constitute an endorsement or recommendation by the Town of Bridgewater or any of its employees. The Town of Bridgewater links to external Web sites in the hope that users will find reference material on related subjects. The Town of Bridgewater does not control those sites and is not responsible for the content included in them, including without limitation any subsequent links contained within a linked site, or any changes or updates to a linked site.

No Unlawful or Prohibited Use

As a condition of your use of the Town of Bridgewater Web site, you warrant to the Town of Bridgewater that you will not use the Town of Bridgewater Web site for any purpose that is unlawful or that is prohibited by these terms of use and notices. You may not use the Town of Bridgewater Web site in any manner, which could damage, disable, overburden, or impair the Town of Bridgewater Web site and servers or interfere with any other party's use and enjoyment of the Town of Bridgewater 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 Town of Bridgewater Web site. You may not use the Town of Bridgewater Web site or servers to publish, post, distribute or disseminate any defamatory, obscene or otherwise unlawful material or information, including another's proprietary information, including trademarks or copyrighted information, without express authorization from the rights holder.

Privacy

The Town of Bridgewater Web site, servers and computer system may be monitored for all lawful purposes, including to ensure that their use is authorized, to manage the Web site, server and computer system, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. All information (including without limitation, personal information and electronic communications) placed on or sent over this Web site, server or computer system may be monitored by the Town of Bridgewater. Such monitoring may include the interception or access of electronic communications placed on or sent over this Web site, server or computer system. The unauthorized use of the Web site, server or computer system may subject you to criminal prosecution. Use of the Town of Bridgewater Web site, server and computer system, whether authorized or unauthorized, constitutes your consent to the Town of Bridgewater to monitor the use of its Web site, server and computer system as described herein. Evidence of unauthorized use collected during such monitoring may be used for civil, criminal, administrative or other adverse action.

Please read the Town of Bridgewater Web Site Privacy Policy that addresses other privacy issues associated with the Town's Web site.



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Information and Materials Provided to Town

The Town of Bridgewater does not claim ownership of the information or materials you provide, post, upload, input or submit to it (including comments and suggestions) (collectively "Submissions"). However, by providing, posting, uploading, inputting, or submitting your Submissions you are granting the Town of Bridgewater permission to use your Submissions in connection with its operations including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submissions; and to publish your name in connection with your Submissions.

No compensation will be paid with respect to the use of your Submissions, as provided herein. The Town of Bridgewater is under no obligation to post or use any Submissions you may provide and may remove any Submissions at any time in its sole discretion.

By posting, uploading, inputting, providing or submitting your Submissions you warrant and represent that you own or otherwise control all of the rights to your Submissions as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

As a public entity, the Town of Bridgewater is required to maintain many documents as public records. These records are generally open to the public for inspection. You should assume that your Submissions are non-confidential and are open to public inspection.

No Professional Advice

Advice received via the Town of Bridgewater Web site and servers should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

Controlling Law

This agreement shall be construed and controlled by the laws of the Commonwealth of Massachusetts. The laws of the Commonwealth of Massachusetts will govern any dispute arising from the terms of this agreement or a breach of this agreement. You agree to personal jurisdiction by the state and federal courts sitting in the Commonwealth of Massachusetts.

Invalid Or Unenforceable Provisions

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.



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Modifications

The Town of Bridgewater may amend or modify this agreement or impose new conditions at any time upon notice from the Town of Bridgewater to you as published through this Web site. Any use of the Web site by you after such notice shall be deemed to constitute acceptance by you of such amendments, modifications or new conditions. You are responsible for regularly reviewing these terms, conditions and notices.

If You Have Questions

If you have questions about:

- the terms of use and notices provided herein,
- have concerns about the Town of Bridgewater's use of copyrighted materials in its Web site or its servers,
- or wish to request the express written permission of the Town of Bridgewater to use materials in a manner otherwise prohibited herein,

send email to webteam@bridgewaterma.org.