

## **TOWN OF EASTCHESTER GOVERNMENT WEBSITE POLICY STATEMENT**

THE FOLLOWING STATEMENT HAS BEEN DEVELOPED TO EDUCATE OUR USERS AND TO DEMONSTRATE OUR CONTINUED COMMITMENT TO THE ACCESSIBILITY, PRIVACY, AND SECURITY OF THE TOWN OF EASTCHESTER WEBSITE.

### **GENERAL STATEMENTS**

**Content.** It is the purpose of the official Town of Eastchester Website to provide accurate, non-editorial content that will inform, educate and enlighten citizens about the functions, services, activities, issues, operations, and projects of the Eastchester municipal government. In addition, the Website is used to facilitate, where appropriate, the delivery of direct services as provided by the Eastchester municipal government to its residents.

The Town of Eastchester's municipal government offices, departments, agencies, and governing bodies are eligible to request the posting of content (appropriate information relating to and/or supporting their mission or service initiatives) to the Town of Eastchester Website. Only those eligible parties may request that their content be hosted by the Town of Eastchester.

The information provided via the Town of Eastchester Website is considered public and may be downloaded, printed, or distributed freely by and amongst the general public. (PLEASE NOTE: Website/page design, HTML coding, interactive Web applications, scripts, and/or custom Website graphics and certain photographs are NOT public domain and require expressed permission from the author/creator for use and/or implementation on any Website that is not maintained by the Town of Eastchester.)

Supplemental information and/or hyperlinks may be included on the Town of Eastchester Website in an effort to provide or direct visitors to additional resources; however, the Town of Eastchester does not have editorial control over such information nor external Website content.

The Town of Eastchester intends to maintain current and accurate information on the Website; however, there may be occasions where information becomes temporarily outdated pending the receipt and posting of available updates. Consequently, the Town of Eastchester cannot expressly warrant the accuracy of Web content on a 24/7 basis. Alternatively, the Town of Eastchester has provided adequate contact information on every Web page throughout the site so that visitors may request verification of the validity of specific Web content from any point within the Website.

While the Town of Eastchester invites comments, suggestions, and or visitor input regarding the content of the municipal Website, any unauthorized attempts to alter

and/or upload information on this Website/server are strictly prohibited and may be punishable under the Computer Abuse and Fraud Act of 1986 and the National Information Infrastructure Protection Act.

**Hyperlinks.** Hyperlinks are to be available from the Town of Eastchester Website to alternate resources and/or external Websites maintained by governmental, educational, public health or entities whose primary purpose is the promotion of the health, safety, welfare of the residents and visitors of the Town of Eastchester.

Hyperlinks shall not be made available to any newspapers, periodicals or similar news gathering organization or entity. Notwithstanding the foregoing, press releases prepared by the Town of Eastchester may be made available on the Website, and any such news organization may hyperlink from its own Website to the Town of Eastchester Website.

In order to avoid the appearance of endorsement or favoritism of any political content, hyperlinks to sites whose primary or underlying purpose is to promote any political or ideological message or agenda are prohibited and shall not be available to any sites that are so associated.

The appearance of any hyperlink to an external Website and/or server does not constitute endorsement by the Town of Eastchester of the opinions, ideas, or content therein, nor guarantee the validity of the information provided.

Although, the Town of Eastchester Website contains links to other Websites, we encourage visitors to be aware when they are leaving the Town of Eastchester Website to access external Websites, as the Town of Eastchester is not responsible for the privacy practices, services, or information residing on such Websites.

Additionally, when you access an external Website, even one that may contain information relating to the Town of Eastchester, please understand that it is independent from the Town of Eastchester, and that the Town of Eastchester does not accept or assume responsibility or liability for the content contained on such Websites, as the Town of Eastchester does not have access to nor control over the content contained on that Website.

The Town of Eastchester reserves the right, from time to time, as deemed appropriate, to undertake the following editorial functions in management of its Website:

- i. Remove any or all hyperlinks from the Town of Eastchester Website,
- ii. Remove hyperlinks to any Website determined, after review, in the sole editorial discretion of the Town of Eastchester government, to no longer serve the prerequisite purposes set forth generally by this policy;
- iii. Remove hyperlinks to any Website deemed to be patently offensive or objectionable to the users of the Town of Eastchester Website, or which

overtly or implicitly threaten the health, safety or welfare of such individuals.

## **INTERNET PRIVACY POLICY STATEMENT**

The following information explains the Internet Privacy Policy, which the Town of Eastchester has adopted for its Website. The following is intended to explain our current Internet privacy practices, but shall not be construed as a contractual promise. We reserve the right to amend our Internet Privacy Policy Statement at any time without notice.

**Links to other Websites.** Our Website may contain links to other public or private entities' Websites, whose privacy practices we do not control.

**Information we collect.** When you access our Website, the routing or client information, and the essential and nonessential technical information listed below, is automatically collected. No other information is collected through our Website except when you deliberately decide to send it to us (for example, by clicking on a link to send us an e-mail). The information you might choose to send us is listed below as "optional information."

Routing, or client, information: the Internet domain and Internet address of the computer you are using.

Essential technical information: identification of the page or service you are requesting, type of browser and operating system you are using; and the date and time of access.

Nonessential technical information: the Internet address of the Website from which you linked directly to our Website.

Optional information: when you send us an e-mail, your name, e-mail address, and the content of your e-mail; when you fill out online forms, all the data you choose to fill in or confirm.

Cookies: Our Website does not place any "cookies" on your computer.

**How the collected information is used.** Routing information is used to route the requested Web page to your computer for viewing. We send the requested Web page and the routing information to our Internet service provider or other entities involved in transmitting the requested page to you. We do not control the privacy practices of those entities. Essential and nonessential technical information helps us respond to your request in an appropriate format and helps us plan Website improvements.

Optional information enables us to provide services or information tailored more specifically to your needs or to forward your message or inquiry to another entity that is better able to do so, and also allows us to plan Website improvements.

We may keep your information indefinitely, but we ordinarily delete the transaction routing information from our computer within 90 days after the Web page is transmitted and do not try to obtain any information to link it to the individuals who browse our Website. However, on rare occasions when a "hacker" attempts to breach computer security, logs of routing information are retained to permit a security investigation and in such cases may be forwarded together with any other relevant information in our possession to law enforcement agencies. We use this transaction routing information primarily in a statistical summary type format to assess site content and server performance. We may share this summary information with our business partners when needed.

Under the Freedom of Information Law, any records in our possession at the time of a "Freedom of Information Request" might be subject to being inspected by, or disclosed to, members of the public. However, all identifiable confidential/personal information will be removed prior to releasing the routing information.

The Town of Eastchester will not contact any person who submits any e-mail address for any purpose other than the original intended communication. E-mail addresses will not be disclosed to a third party unless required by law.

**Choice to provide information.** There is no legal requirement for you to provide any information at our Website. However, our Website will not work without routing information and the essential technical information. Failure of your browser to provide nonessential technical information will not prevent your use of our Website, but may prevent certain features from working. Failure to provide optional information will mean that the particular feature or service associated with that part of the Web page will not be available to you.

## **TERMS OF USE**

The Town of Eastchester makes available for your use on the municipal Website ("this Website") information and documents subject to the terms and conditions set forth in this document (the "Terms of Use"). By accessing this Website, you agree to the Terms of Use. The Town of Eastchester reserves the right to change the Terms of Use at its sole discretion. Your use of the Website will be subject to the most current version of the Terms of Use posted on the Website at the time of such use. In addition, when using particular services or materials on this Website, you 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. All such guidelines or rules are hereby incorporated by reference into the Terms of Use.

You may use this Website only if you agree to these terms:

1. You agree that you will not violate (or attempt to violate) the security of this Website by hacking, sending viruses, or any other similar malicious or careless conduct.

2. You agree that you will not utilize the communication methods found within this Website for the communication of any material that may reasonably be considered scurrilous or offensive. Offensive materials are defined as sexual content or images, slurs against race, religious or political beliefs, age, gender, sexual orientation, national origin or physical attributes.
3. You agree not to upload (or attempt to upload) content of any type to this Website.
4. 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.
5. You acknowledge that the Town of Eastchester does not warrant the accuracy or availability of this Website.
6. You acknowledge that the Town of Eastchester is not responsible for any loss, damage, or injury that you may have as a result of your use of this Website.
7. You agree to grant the Town of Eastchester all intellectual property rights in the content of any e-mail that you send to the Town.

If you DO NOT agree to ALL of these terms, please log off of this Website immediately.