

**THE BUSINESS COUNCIL OF WESTCHESTER**  
**Website & Internet Services**  
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## **2. Disclaimer**

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Any product, offering, content and material downloaded or otherwise obtained through the use of this Service is done at your sole risk and you will be solely responsible for any damage to you, your property, your computer system or loss of data that results from the download of any such product, offering, content or material.

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You acknowledge and agree that you will indemnify and hold harmless the Council and its subsidiaries, successors, assigns, affiliates, licensors, licensees and suppliers, together with all of their respective officers, directors, employees and consultants, against any and all claims, damages, losses, liabilities, judgments, costs and expenses (including reasonable attorneys' fees and costs) relating to your use, misuse or inability to use the Service or any Materials or to your violation of this Agreement, any laws, rules or regulations, or any rights of any third parties; that we reserve the right to exclusively defend and control any such indemnification matters; and that you will fully cooperate with the Council in any such defenses.

You acknowledge and agree that we, in our sole discretion, at any time and with or without notice, may change or discontinue any aspect or feature of the Service or any Materials (including, without limitation, discontinuing the Service in its entirety); and that, without limitation of any other provisions of this Agreement, we reserve the right to take any actions at law or in equity that we deem appropriate in connection with the Service, Materials and this Agreement. You also acknowledge and agree that, unless we specifically provide otherwise, any links on this Service to other sites do not imply our endorsement of such sites or that we have any association whatsoever with the operators of such sites; that such sites are not under our control; and that we are not responsible for any materials (including, without limitation, any content, data, software, information, products or services) contained on or provided through such sites, or the appropriateness, decency, legality, copyright compliance, accuracy or any other aspect of such sites.

You also acknowledge and agree that this Agreement will be governed by, enforced and construed in accordance with the laws of New York, excluding conflicts of law provisions; that the exclusive jurisdiction for any claim or action relating to your use, misuse or inability to use this site or any Materials, or to this Agreement, will be in the state or federal courts located in New York; that you will irrevocably submit to the exclusive personal jurisdiction of such courts for the purpose of litigating any such claim or action; and that you will irrevocably waive any jurisdictional, venue or inconvenient forum objections to such court.

### **3. Postings**

The Council does not and cannot review all communications and materials posted or uploaded to the Service and is not responsible for the content of those communications and materials. However, the Council may from time to time monitor and review said communications and materials and in doing so, the Council reserves the right to block or remove communications or materials posted on the Service that it determines, in its sole discretion, to be inappropriate for any reason.

Statements made on the Service, in message boards, emails, forums and chatrooms reflect only the views of their author(s), and not those of the Council.

#### **4. Privacy Policy**

Your privacy and security is important to us. We are committed to protecting the privacy of those who visit our Service. Unless we specifically provide otherwise, this policy only applies to this Service and our online activities, and does not apply to any of our offline activities. Please be aware that this Privacy Policy applies only to the information collected by the Council through this Service. We are not responsible for information you reveal or post in any public forum (e.g. message board), or for the privacy practices of services that are operated or owned by third parties. We may modify this policy from time to time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on this Service.

We collect information on or through this Service that can personally identify you only when it is voluntarily offered by you. We do not share any of the personal information you provide to us with any third party other than service providers of ours who assist us in providing the information and/or services we are providing to you. However, we may disclose your information if we believe in good faith that we are required to do so in order to comply with a subpoena, a search warrant, a court or regulatory order, or other valid legal process. Also, we may disclose information when we have reason to believe that disclosure is necessary to identify, contact or bring legal action against someone who may be violating our Terms and Conditions of Use, or to protect the safety and/or security of our users, our Service or the general public.

Any non-personal information, communications and material you send to this Service or to us by e-mail is on a non-confidential basis. You agree that we are free to use and reproduce any such information freely, and for any purpose whatsoever. Specifically, you agree that we will be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose, including developing, manufacturing, or marketing products. Any information you send to this Service must be truthful, not violate the rights of others and be legal.

We may use "cookie" technology, where small pieces of information are stored on your computer. This information may be used to personalize your experience on our Service and to monitor use so we may improve our Service. Advertisers and other third parties linked to our Service may also use their own cookies when you click on their advertisement or link. This Privacy Policy does not govern the use by such third-party Services or providers of third-party advertising.

You are responsible for maintaining the confidentiality of any password(s) you are given to access the Service, and are fully responsible for all activities that occur under your password(s). You agree to notify the Council immediately of any unauthorized use of your password(s).

**5. Severability**

The provisions of this Agreement are severable, and in the event any provision hereof is determined to be unlawful, invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

**6. Termination**

The Council may terminate your right to use the Service at any time, with or without cause, and without notice. The Council may immediately terminate this Agreement, if in its sole discretion you fail to comply with any provision of this Agreement. A termination shall not limit the Council's other rights and remedies available under law. The remaining provisions of this Agreement shall survive any termination of this Agreement.

**7. User Representations**

You represent and warrant that you are at least 18 years of age and that you have the legal right and ability to enter into this Agreement and to use the Service in accordance with the terms and conditions herein.