



Website User Policies

Approved by the Burgess and Commissioners

January 23, 2023

THESE POLICIES ARE SPECIFIC TO THE FOLLOWING TOWN WEBSITES:

- www.middlestown.md.us
- www.greenmiddlestown.com

1. General Disclaimer

The Town of Middletown websites are designed for informational and educational purposes only. The Town of Middletown, Maryland (“Town”) shall not be liable for any errors in the content, or for any action taken in reliance thereon. Access and use of the Town’s website is subject to the terms and conditions stated herein, as well as all applicable laws. By accessing, browsing, and using the Town’s websites, you accept, without limitation or qualification, these Website User Policies, Terms and Conditions.

The Town’s websites are non-public forums. While the Town encourages the public to use the Town websites to access information and resources, the Town expressly reserves the right to impose certain restrictions on the use of its websites including, but not limited to, the limiting of content to certain Town-related topics. Town websites are reserved for the exclusive control of the Town for the purposes of one-way communication to users. Town websites shall not nor are they intended to be used to facilitate a general debate or the free exchange of ideas.

2. Privacy Statement

The Town is committed to preserving your trust and confidence. That is why we want you to understand how we handle information we learn about you from your visit to this website, what measures we take to safeguard that information and our commitment to data security. Because your privacy is important, the Town will not sell, rent or trade your personal information on this site as outlined in this Privacy Policy.

3. Privacy Policy

We do not disclose, sell, share or trade any information from our websites. Any information recorded from your electronic message is used solely to respond/fulfill your online request and is collected in accordance with authorized statutes.

4. Use of Website Material

Subject to the Town's Privacy Policy, your substantive communications and materials transmitted to us, such as data, questions, comments, or suggestions are considered non-confidential and non-proprietary and may be subject to disclosure under Maryland's Public Information Act. Your transmission to the Town's websites grants the Town a perpetual non-exclusive license to reproduce, modify, and publish such communications and materials in whole or part for any purpose.

5. IP Addresses

The Town uses IP addresses (random numbers assigned to individual computers) to help diagnose problems with our servers, administer our website, and track content preferences and traffic patterns. This information helps us to improve and update our site and does not identify you personally.

6. Security Links

The security of the information you provide to the Town is important. We will make every reasonable effort to protect your data from loss, misuse, unauthorized access or disclosure, or alteration. However, Town sites include links to other sites, and when you choose to visit those sites, we are not responsible for their privacy policies or how they treat user information.

7. Copyrights

The information and content of the Town's websites are copyright protected unless otherwise noted. All rights are reserved. Permission is granted to use the contents of the Town's websites and to copy electronically or to print contents from the website for the sole purpose of sharing information on the Town's website on the condition that the sharing of information is without cost to the recipients and that the information is shared exactly as presented on the Town's websites, without modification.

Distribution or replication in any other form or for any other purpose, including but not limited to any for-profit commercial purpose or use, and any modification whatsoever, area strictly prohibited without prior written consent of the Town. You may download or print a copy of any portion of the Town's websites solely for your personal, non-commercial use, provided you do not remove any trademark, copyright from contents.

NOTICE: Use of Content

Permission to use the content, information or documents from the Town's sites are granted, provided that:

A copyright notice appears in all copies and that both the copyright notice and this permission notice appear.

Use of such documents from the Town's sites is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and no modifications of any documents are made.

Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties.

Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the Town's sites. Elements of government websites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part.

No logo, graphic, sound or image from any Town government website may be copied or e-transmitted unless expressly permitted by the Town government.

8. User Conduct

You are prohibited from transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, harassing, pornographic, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. You further agree not to upload, post, e-mail or otherwise transmit any confidential information, trade secrets, "junk mail," "spam," "chain letters," "pyramid schemes," any other form of solicitation, or software viruses.

9. Use of Images

Your use of the images of people or places displayed on the Town's websites are prohibited unless specifically permitted by these General User Terms and Conditions. Any unauthorized use of the images may violate copyright, trademark, and privacy laws or regulations.

10. Trademarks

The trademarks, logos, and service marks of the Town and those displayed on any Town website is protected trademarks of the Town . You may not use the trademarks, logos, or service marks of the Town without the written permission of the Town. Any use of the trademarks, logos, or service marks without the prior written permission of the Town is strictly prohibited and may be subject to civil sanction and/or criminal prosecution.

11. External Links and Disclaimer

The Town's websites are an information and service channel paid for by the citizens of the Town. It is not a public forum. Links to other sites from this site are provided solely at the discretion of the Town.

Links are provided to the following categories of external sites and must meet the criteria established herein:

Other government entities, including local, state and federal government sites, or sites operated by agencies or departments of any of those entities;

Sites operated by nonprofit or not-for-profit agencies or departments with which the Town has an established statutory, participatory or supportive relationship;

Sites operated by nonprofit, not-for-profit or for-profit agencies or entities who provide community-based services including health care, child care, elder care or other social services; or commercial sites

and community-based service providers with which the Town has a direct working relationship that further a specific mission of the Town.

The location of any link established within this website is at the discretion of the Town. The Town does not require that reciprocal links be established by the requesting entity.

Any link to the Town's websites must not imply that the Town is endorsing the linking site or its products and must not misrepresent its relationship with the Town. The linking site must not present false information about Town services, or use the Town's logo, seal or flag on its website. The linking website must not contain content that could be construed as distasteful, offensive or controversial and should only contain appropriate content.

This site may contain links to other sites on the Internet that are operated by parties other than Town and the Town is not responsible for the content of any such external site, or for the availability of the site. Such links are not endorsements or referrals of any products, services or information contained in such websites, and no information in any such website has been endorsed or approved hereby. No claims, promises, or guarantees about the completeness, accuracy, currency, content or quality of information contained in the links to and from this website are made; information provided and opinions expressed by others do not necessarily represent the opinion of the Town. The Town disclaims any and all liability resulting from reliance on such information or opinions.

12. Modifications of the Town's Websites

The Town reserves the right at any time, without prior notice, to modify or discontinue, temporarily or permanently, the Town's websites or any part thereof with or without notice for any reason or no reason. You agree that the Town shall not be liable to you or any third party for any modification, suspension or discontinuance of the Town's websites.

13. Warranty and Disclaimer

General

This is a Town website, offered as a public service. Government personnel and the general public may use this web site to review and retrieve publicly available government information.

Disclaimer of Liability

The Town attempts to offer the most current information possible. However, unintentional errors in information may occur. The Town disclaims any liability or responsibility for errors and/or for the accuracy of the information that may be contained on the Town's webpages. The Town also reserves the right to make changes to any and all of the site at any time without prior notice.

The information and data included on the Town's websites have been compiled by staff from a variety of sources, and are subject to change without prior notice. The Town makes no warranties or

representations regarding the quality, content, completeness, accuracy or adequacy of such information and data.

In any situation where the official printed publications of the Town differ from the text contained in this site, the official printed documents take precedence and control. If misleading, inaccurate or otherwise inappropriate information is brought to our attention, a reasonable effort will be made to correct or remove it.

Disclaimer of Reliability

The Town makes no representations or warranties regarding the condition or functionality of its websites, their suitability for use, or that the Town's web service will be uninterrupted or error-free.

Disclaimer of Damages

By using the Town's websites, you assume all risks associated with the use of this site including any risk of your computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated via a Town page or your access to it. The Town shall not be liable for any damages, including special, incidental, or consequential damages, and including, without limitation, lost revenues or lost profits, resulting from the use or misuse of the information contained in Town's webpages.

Disclaimer of Endorsement

Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by the Town. The views and opinions of authors expressed herein do not state or reflect those of the Town and shall not be used for advertising or product endorsement purposes.

Termination

The Town, in its sole discretion, may terminate your subscription from a subscription list without prior notice, and the Town may terminate your use of the Town websites should you violate or act inconsistently with these General User Terms and Conditions. Further, you agree that the Town shall not be liable to you or any third party for such termination of your subscription or your access to the Town's website.

14. Accessibility Statement

Section 508 Standard of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires Federal agencies to develop, procure, maintain, or use electronic and information technology, to enable individuals with disabilities to have access and use of information and data that is comparable to the access and use by those who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Town strives to keep the website in basic compliance with Section 508. Site users who have difficulty using this site are invited to contact the Town describing the problem and location on the site.

15. Additional Information

The Town reserves the right to alter our Privacy Policy as business needs require. Any changes will be posted to our website. This statement and the policies outlined herein are not intended to and do not give any contractual or other legal rights.

Contact Us

Questions or suggestions are welcome!

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