

DISCLAIMER; TERMS AND CONDITIONS

East Hopewell Township (the “Township”) welcomes you to its web site. We ask that you review this Disclaimer and Terms and Conditions, which are intended to constitute a binding agreement that governs your use of this site (“Agreement”). We have tried to avoid unnecessary legal verbiage and hope that you understand we are simply trying to protect our rights in order to provide you with access to the free content available at this site. If you do not wish to be bound by this Agreement after you have read it, please leave the site. If you remain at this site, or return thereafter, you agree to be bound by this Agreement.

1. Responsible conduct. You agree to act responsibly at this web site and to treat others with respect.

2. Limited License. Original material, including the contents and structure of the web site, which we post on this site is protected by intellectual property laws. Items or documents posted on the web site for viewing by the public are public records, and as such are available for your use, and may be copied by you. Except as expressly provided above, all other rights are reserved. Electronic adaptation of any materials is prohibited. Use of any of our identifying material as metatags on other web sites also is strictly prohibited. You may not display this web site in frames (or any of the content via in-line links) without our express written permission, which may be requested by contacting us at East Hopewell Township, 8916 Hickory Road, Felton, PA 17322, Phone: (717) 993-6529.

3. Material Which You Post or Store.

a. Prohibited Material. You agree not to post or store on our site any software, information, data, databases, music, audio, video or audio-visual files, photographs, images, documents, text, digital files or other material (“Material”) which violates or infringes anyone’s intellectual property rights (including copyrights, trademarks, trade secrets, patents, publicity rights or, to the extent protectable, confidential ideas), which violates U.S. law, or which is obscene, obscene as to minors, child pornography, defamatory, racist, lewd, lascivious, filthy, violent, harassing, or otherwise objectionable.

b. License, Representation and Warranty. By posting Material to this site, you hereby grant us an irrevocable, perpetual, non-exclusive, royalty free worldwide license to reproduce, adapt, distribute, perform (either publicly or by digital audio/video transmission) or publicly display all or any portion of the Material on our public Web site(s). You further represent and warrant that you own all rights to such Material.

c. Removal Right. You expressly agree that we may remove, disable or restrict access to or the availability of any Material from our web site (including, but not limited to, Material which you have posted or stored) which we believe, in good faith and in our sole discretion, to violate the terms of this Agreement (whether or not we are in fact correct in our assessment), or which is the subject of a notification duly sent to us pursuant to the Digital Millennium Copyright Act. If you believe that we have acted mistakenly with respect to certain Material, you may contact us at the United States telephone number of (717) 993-6529, in which case we may investigate the matter further. We reserve the right, however, to take no further action. Posting or storing Material at this site is a privilege, not a right. Under no circumstances may we be held liable for removing, disabling or restricting access to or the availability of Material.

4. Good Samaritan Third-Party Content Policy & Complaint Procedures.

a. Policy. It is our policy not to tolerate any acts of intellectual property infringement or violations of U.S. law, or to allow for any child pornography or obscene or defamatory Material to be posted at this site. We will do our best, in good faith, to remove, disable or restrict access to or the availability of Material that, in our subjective view, is infringing, racist, obscene, obscene as to minors, child pornography, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable. The provisions of this Section 4 are intended to implement this policy, but are not intended to impose a contractual obligation on us to undertake, or refrain from undertaking, any particular course of conduct.

b. Complaint Procedures. If you believe that someone has posted Material which violates this policy (other than in cases of copyright infringement, which is addressed in Section 5), please promptly notify us by telephone at the following United States telephone number (717) 993-6529. Please use this telephone number to ensure that your complaint is actually received by the appropriate person charged with investigating alleged policy violations. In order to allow us to respond effectively, please provide us with as much detail as possible, including: (1) the nature of the right infringed or violated (including the registration numbers of any registered trademarks or patents allegedly infringed); (2) all facts which lead you to believe that a right has been violated or infringed; (3) the precise location where the offending Material is located; (4) any grounds to believe that the person who posted the Material was not authorized to do so or did not have a valid defense (including the defense of fair use); and (5) if known, the identity of the person or persons who posted the infringing or offending Material.

c. Indemnification/waiver of Certain Rights. By lodging a complaint, you agree that the substance of your complaint shall be deemed to constitute a representation made under penalty of perjury under the laws of the Commonwealth of Pennsylvania. In addition, you agree, at your own expense, to defend and indemnify the Township, its governing body, agents, and employees, and hold them harmless against all claims which may be asserted against them, and all losses, costs and expenses, including attorney fees and expert fees, incurred, as a result of your complaint and/or our response to it.

d. Waiver of Claims and Remedies. We expect visitors to take responsibility for their own actions, and cannot assume liability for any acts of third-parties which take place at this site. By taking advantage of the Good Samaritan procedures set forth in this Section 4, you waive any and all claims or remedies which you might otherwise be able to assert against us under any theory of law (including, but not limited to, intellectual property laws) that arise out of or relate in any way to the Material at this site, or our response, or failure to respond, to a complaint.

e. Investigation/Liability Limitation. You agree that we have the right (but not the obligation) to investigate any complaint received. By reserving this right, we do not undertake any responsibility in fact to investigate complaints, or to remove, disable or restrict access to or the availability of Material. We support free speech on the Internet and therefore will not act on complaints that we believe, in our subjective judgment, to be deficient. If you believe that Material remains on this site that violates your rights, your sole remedy shall be against the person(s) responsible for posting or storing it, not against us.

5. Digital Millennium Copyright Act Compliance. You may contact the appropriate agent of the Township at the telephone number given above if you believe that a work protected by a U.S. copyright which you own has been posted or stored on our site without authorization or contrary

to the law. It is our policy to take reasonable steps to terminate, in appropriate circumstances, the access rights of repeat infringers.

6. Privacy.

a. In General. This web site is a public web site. By accessing and using this web site, you are accessing a public domain. We may collect information about you that you provide to us and from cookie files. We use this information solely for internal analysis or to contact you about questions you may have. We will not knowingly provide any of this information (except in the form of aggregate statistics that do not link you or your identity to any specific information and do not identify you as a visitor to this site) to third-parties unless we obtain your permission or are compelled to do so by court order. You agree to respect the privacy rights of other visitors by not publishing or harvesting e-mail addresses obtained at this site.

b. Children. We do not knowingly collect information from children. We ask parents or legal guardians to assist us by supervising the activities of children at this site.

7. Links. We provide links from our site as a convenience to our visitors. We have no control over the content posted at sites to which our site may provide a link, and we make no representations about any content or material available at these locations. Links are not intended to imply sponsorship, affiliation or endorsement. If you believe that we have provided a link to a site that contains infringing or illegal content or which makes available cracker tools or other circumvention devices, we ask that you notify us at the telephone number listed in Section 2 so that we may evaluate whether, in our sole discretion, to disable the link.

8. Unsolicited Email, Spamming, and Spoofing. You may not use this site to transmit unsolicited email. You may not send unsolicited email to this site or to anyone whose email address includes the domain name used on this site. You may not use our domain name as a pseudonymous return email address for any communications which you transmit from another location or through another service. You may not pretend to be someone else-or spoof their identity-when using this site.

9. Violations/Indemnification. Your access privileges are conditioned on your adherence to the terms of this Agreement. If you violate any of the terms of this Agreement, you agree that we may deny you access to the site. You further agree, at your own expense, to defend and indemnify the Township, its governing body, agents, and employees, and hold them harmless against all claims which may be asserted against them, and all losses, costs and expenses, including attorney fees and expert fees, incurred, as a result of any violations of this Agreement. If asked to do so, you agree that you will not attempt to access this site.

10. DISCLAIMER OF WARRANTIES. IN ORDER TO PROVIDE YOU WITH THIS FREE SERVICE, WE ARE UNABLE TO OFFER ANY WARRANTIES OR MAKE ANY REPRESENTATIONS ABOUT ANY BENEFITS, OPPORTUNITIES, OR INFORMATION WHICH YOU MAY OBTAIN AT THIS SITE. THE DOCUMENTS THAT ARE POSTED ON THIS SITE ARE NOT THE OFFICIAL RECORDS, WHICH ARE MAINTAINED AT THE TOWNSHIP OFFICE, AND SOME OF WHICH ARE MAINTAINED IN OFFICIAL ORDINANCE, RESOLUTION, OR MINUTE BOOKS. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THIS WEB SITE IS MADE AVAILABLE TO YOU "AS IS," WITHOUT ANY WARRANTIES WHATSOEVER ABOUT THE NATURE, CONTENT OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY MATERIAL AT THE SITE, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES. IN ADDITION, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THIS WEB SITE WILL BE SECURE, ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR FREE. TO THE EXTENT THAT YOU MIGHT OTHERWISE BELIEVE THAT ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS HAVE BEEN MADE TO YOU, YOU HEREBY AGREE THAT SUCH STATEMENTS, WHETHER MADE ORALLY OR IN WRITING, ARE TO BE CONSTRUED AS MERELY NONBINDING EXPRESSIONS OF POLICY, RATHER THAN AFFIRMATIVE REPRESENTATIONS, OBLIGATIONS, GUARANTEES OR WARRANTIES. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION 10 AND OTHER TERMS OR PROVISIONS OF THIS AGREEMENT, THIS SECTION SHALL BE CONSTRUED TO TAKE PRECEDENCE.

11. LIMITATION OF LIABILITY. IN ORDER TO PROVIDE YOU WITH THIS FREE SERVICE, WE ARE UNABLE TO ACCEPT LIABILITY FOR ANY CONDUCT, ACTS OR OMISSIONS OCCURRING AT THIS WEB SITE, OR ANY LOSSES YOU MAY INCUR. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR PROPERTY DEVALUATION, EVEN IF YOU CLAIM TO HAVE NOTIFIED US ABOUT SUCH DAMAGES, OR FOR ANY CLAIMS BY ANY THIRD-PARTIES.

12. Complete Agreement/No Representations. This Agreement constitutes the entire agreement between you and the Township relating to your access to and use of this web site and supersedes any prior or contemporaneous representations or agreements. Any rights not otherwise expressly granted by this Agreement are reserved by us. This Agreement may not be modified, either expressly or by implication, except as set forth below in Section 13.

13. Modifications/Termination.

a. In General. Our employees and staff are not authorized to vary the terms of this Agreement. This Agreement may be modified only (1) by obtaining our written consent in a notarized agreement signed by the governing body of the Township; or (2) as set forth below in subpart (b).

b. Periodic Revisions. You agree that we may modify the terms of this Agreement in our sole discretion, without advance notice, and that your right to access this site is conditioned on an ongoing basis with your compliance with the then-current version of this Disclaimer and Terms and Conditions. You will be deemed to have agreed to the new Terms and Conditions if you access this web site after the revised Terms and Conditions are first posted. It will be your responsibility to review this page for possible modifications.

14. Dispute Resolution/ Jurisdiction. This Web site is hosted on servers located in Pennsylvania

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and possibly other states within the United States, and is intended to be viewed by residents of the United States. All disputes arising out of or relating to this Agreement or our operation of this site shall be resolved in a court of competent jurisdiction in York County, Pennsylvania, which courts you agree will have exclusive venue and jurisdiction over such disputes. All such disputes shall be governed by and construed in accordance with the laws of the United States and of the Commonwealth of Pennsylvania as applied to transactions entered into and to be performed wholly within Pennsylvania between Pennsylvania residents. You agree that the terms and conditions of this Agreement are specifically enforceable against you, and that we shall be entitled to obtain preliminary injunctive relief to enforce any of the terms of this Agreement against you pending a final determination of rights and liabilities. The Township shall be entitled to collect from you reasonable attorney fees, expert fees, and other costs incurred by the Township to enforce the terms and conditions of this Agreement against you, or to remedy any violations of this Agreement by you.

15. Construction. If any portion of this Agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of the Agreement as possible.