

**CRESTLINE-LAKE ARROWHEAD WATER AGENCY  
WEBSITE USE TERMS AND CONDITIONS AND PRIVACY POLICY**

**1. CONSENT**

By accessing or using this website, in any manner, you are deemed to have read and agreed to these terms and conditions (“Terms and Conditions”) of the Crestline-Lake Arrowhead Water Agency (“Agency”). The Agency reserves the right to change these Terms and Conditions from time to time. In such case, changes to these Terms and Conditions will be noted, and the continued use of this website will signify acceptance of any such changes. By visiting or linking to the Agency’s website, you agree that you will not use the site in violation of these Terms and Conditions, or for any unlawful purpose.

**2. INFORMATION AND MATERIALS PROVIDED; NONPUBLIC FORUM**

All information and materials available on the Agency’s website are provided “as is” for convenience only. The Agency does not warrant or represent that all information or materials provided are accurate or current. The Agency may make changes to such information and materials that are not reflected on this website. In addition, information and materials may be deleted, modified or moved to a different part of the Agency’s website without notice. The Agency intends to establish a nonpublic forum for the purpose of providing information to the public in establishing and maintaining this website.

**3. INTELLECTUAL PROPERTY**

Except as otherwise provided by law or as otherwise indicated, the Agency owns and reserves all rights to the copyright or trademark on all text, graphic images and other content appearing on the Agency’s website. It is illegal to modify and/or reuse or distribute content or mirror the Agency’s or this website’s information on a non-Agency server without the Agency’s prior written consent. Any non-Agency owned servicemarks and trademarks appearing on the Agency’s website are the property of their respective owners.

**4. COMMUNICATIONS**

Communications made with the Agency through this website shall not be deemed to constitute public comment or legal notice to the Agency or any of its officers, employees, representatives or agents for any purpose. Such communications may be subject to disclosure under the California Public Records Act.

**5. EXTERNAL LINKS**

You may find links on this website to other websites. In addition, other websites may link to the Agency’s website. Please be advised that opinions expressed or material appearing on third party websites are not necessarily shared by, and are not endorsed by the Agency. The Agency assumes no responsibility for the content of websites linked to or from the Agency’s website, and the presence of a link does not signify endorsement by the Agency of any website or

organization. The Agency does not control and shall not be liable in any way for the content, accuracy, reliability, viewpoints, policies, or products provided by any external sources. If you link to an external website, you will no longer be on the Agency's website and will be subject to the privacy and security policies of the external site. It is your obligation to evaluate the trustworthiness and security of any third party website connected to or from, or accessed through the Agency's website before using or disclosing any information to such site, and you do so at your own risk. The Agency takes no responsibility, and shall not be held liable for any loss or damage, of any kind, alleged to have resulted from your use of a third party website linked to or from the Agency's website.

## **6. LINKS TO THE AGENCY'S WEBSITE**

Any link to the Agency's website shall conform to these Terms and Conditions. Advance permission to link to the Agency's website is not necessary. The Agency may, at any time, and in its sole discretion, immediately terminate your right to link to the Agency's website for a violation of these Terms and Conditions. If the Agency notifies you of such determination, you agree to immediately remove all links to this website.

It is a violation of these Terms and Conditions to capture pages within frames and present the Agency's website content as your own, or otherwise misrepresent content of the Agency's website or misinform users about the origin or ownership of its content.

By establishing a link to the Agency's website, you are deemed to have warranted and agreed that your site was established for a legitimate purpose, is secure and does not constitute a threat to the Agency's website or its users. You also are deemed to have warranted and agreed that your website does not do any of the items set forth in 7(ii) or (iii) below.

## **7. LINKS FROM THE AGENCY'S WEBSITE**

Links on the Agency's website may be permitted or denied at the Agency's sole discretion. The Agency reserves the right to determine how and where external links will appear and where the link is placed on the Agency's website. The Agency may immediately and without notice remove any external link if the Agency determines, in its sole discretion, that: (i) doing so is in the Agency's best interest, (ii) the external website or the organization associated with such website promotes discrimination, bias, hate, pornography, false, illegal, slanderous, political, or incorrect information, or (iii) the external website, without the Agency's prior written consent, indicates that the Agency is affiliated with or is in any way endorsing the external website, or any person, product or service. The Agency shall in no way be liable for failure to remove any external link.

The Agency only intends to provide links to websites of governmental, public or non-profit entities from the Agency's website.

## **8. PRIVACY POLICY**

In order to protect the privacy of persons using this website, the Agency does not request information unless such information is required to provide the best level of service possible.

You may be requested to provide e-mail addresses or other contact or factual information to allow the Agency to provide a requested service, and for no other purpose. The Agency will not intentionally disclose your information to a third party, unless required to do so under federal or state law, including, but not limited to the California Public Records Act. Security technology is utilized by the Agency to prevent its computers from being accessed by unauthorized persons.

## **9. COOKIES**

A "cookie" is a small piece of data that the Agency's website may provide to your browser. The cookie is used only while you are using the Agency's website. Cookies help the Agency keep track of your current session on the Agency's website. If you simply want to browse, you do not have to accept cookies from the Agency's website. Should you decide, however, that you would like to register and login to special areas of the Agency's website and you have modified your browser settings not to accept cookies, you will need to re-set your browser to accept the cookies that we send it. Otherwise, you may not be able to participate in certain areas of the Agency's website. Most browsers are defaulted to accept and maintain cookies.

## **10. UNAUTHORIZED ACTIONS**

Do not attempt to change information or upload information onto the Agency's website. Any such action is strictly prohibited, unless authorized in writing by the Agency. Users may, however, submit information to the Agency via any on-line forms created by the Agency for that purpose. The Agency may monitor traffic to this website to identify unauthorized attempts to upload or change information or to otherwise cause damage to the Agency's website. By using the Agency's website you expressly consent to any such monitoring.

## **11. INDEMNIFICATION AND HOLD HARMLESS**

By using the Agency's website, you agree, to the fullest extent permitted by law, to assume all risk, waive any liability, and to defend, indemnify, and hold harmless, the Agency, its officers, employees, agents and representatives from and against all claims and expenses, including attorneys' fees, arising out of or related to your use of the Agency's website, any violation of these Terms and Conditions by you, or the information and materials contained on the Agency's website.

## **12. GENERAL DISCLAIMER**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGENCY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE TO THE AGENCY'S WEBSITE AND ANY OF THE INFORMATION OR MATERIALS PROVIDED ON THE AGENCY'S WEBSITE. THE AGENCY DOES NOT WARRANT THAT USE OF THE AGENCY'S WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE AGENCY'S WEBSITE OR THE SERVER WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE AGENCY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE INFORMATION OR MATERIALS CONTAINED ON THE AGENCY'S WEBSITE, OR

THROUGH LINKS TO OTHER SITES, OR THE RELIABILITY, CORRECTNESS OR ACCURACY OF SUCH INFORMATION AND MATERIALS. YOUR USE OF SUCH INFORMATION AND MATERIALS IS AT YOUR OWN RISK. THE AGENCY SHALL HAVE NO LIABILITY FOR VIRUSES OR CONTAMINATIONS RESULTING FROM USE OF THE AGENCY'S WEBSITE OR ANY THIRD PARTY WEBSITE LINKED TO THE AGENCY'S WEBSITE, AND THE FOREGOING ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS.

### **13. GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, without effect to any conflict of law principles.

### **14. JURISDICTION**

Jurisdiction shall be in the state or federal court of San Bernardino County, California. By using this website, you consent and submit to the personal jurisdiction of such court related to claims or actions arising out of the matters governed by these Terms and Conditions.

### **15. NO WAIVER**

The Agency's failure to enforce a breach of these Terms and Conditions shall not be construed as a waiver of any provision or right set forth herein, and shall not act to modify any provision of these Terms and Conditions.

### **16. ENTIRE AGREEMENT; SEVERABILITY**

These Terms and Conditions constitute the entire agreement relating to the subject matter herein and shall not be modified except in writing and signed by all authorized parties. If any part of these Terms and Conditions shall be deemed unlawful, void, or unenforceable, for any reason, then such part shall be deemed severable from the remaining terms and provisions and shall not affect the validity and enforceability of any remaining terms and provisions, which shall continue in full force and effect.

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