

## City of Salem Center 50+ Website Terms and Conditions

This website <https://egov.cityofsalem.net/Center50Plus/> is operated and maintained by the City of Salem, Oregon (the "City"), to provide information and services for use solely by customers and other users as authorized by the City.

The Terms and Conditions set forth below govern the use of this website and the City's Center 50+ program and describe your responsibilities as a user of this website. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY PRIOR TO ENROLLING IN AND USING THE CITY'S CENTER 50+ PROGRAM. When you access the City's Center 50+ website and use the City's Center 50+ program, you are acknowledging that you have read these Terms and Conditions and agree to be bound by them. Each time you use this website, you affirm your acceptance of and your agreement to be bound by these Terms and Conditions. Any failure of the City to enforce any right or provision contained in these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the City. The City reserves the right to modify these Terms and Conditions at any time and without prior notice to any person. Your use of this website is subject to any additional disclaimers that may appear throughout this website. If you do not agree to be bound by these Terms and Conditions, you should not continue to use this website.

### Section A. Intellectual Property and General Use Restrictions

All information, documents, products, services, trademarks, logos, graphics, images, and other proprietary materials provided on this website are subject to trademark, service mark, copyright and/or other intellectual property rights or licenses held by the City or by third parties who have licensed their material to the City.

The content of this website is intended for the personal, noncommercial use by customers. As a customer, the City grants you the limited right to display these proprietary materials only on your personal computer or electronic device, and to copy, download, print, and store the proprietary materials for your personal, noncommercial use, provided that all copyright notices located on the proprietary materials appear on the materials copied or downloaded. You agree not to use the proprietary materials for any other purpose or to edit, alter, or enhance them, without the prior written consent of the City. The commercial use, broadcasting, or any other dissemination of any information in the proprietary materials in any media, without the prior written consent of the City, is strictly prohibited. For example, you may not post any content from the website on other Web sites, news groups, mail lists or electronic bulletin boards. In addition, you may not "frame" or "mirror" any proprietary materials or other content contained on or accessible from this website on any other server or Internet-based device without first obtaining written authorization. The City reserves complete title and full intellectual property rights of any content you download from this website. This limited right to use the proprietary materials granted to you by the City terminates automatically, without notice to you, if you breach any of the Terms and Conditions. Upon termination you agree to destroy immediately any downloaded or printed proprietary materials.

### Section B. Information Collected and How It Is Used

Information provided by a user of this website as part of an online transaction is used only for the purpose of completing and recording the transaction. Information requested by the City will be no more specific than if a visitor were engaging in the transaction by other means, including by telephone or in-person visit to a City facility. In all cases the City attempts to collect only the minimum information necessary to provide the service requested.

The City does not sell, rent, or otherwise distribute user information, including electronic mail addresses, to any outside company or organization, unless required to do so under Oregon's Public Records Law.

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The City does not disclose credit card or other personally identifiable financial information other than as necessary to complete a credit card or other financial transaction, upon the explicit permission from the applicable user, or if compelled by judicial order or law.

### **Section C. Password-Protected Areas; Security**

Certain areas of this website are restricted to authorized users through the use of usernames and passwords. If you are an authorized user of any area requiring a username or password, you agree that you are fully responsible for maintaining the confidentiality of your username, password, and other account information. You also agree that you are fully responsible for all activities that occur under your username(s) and password(s). You agree to notify the City immediately of any unauthorized use of your username(s) or password(s), or if your password is lost, stolen, or may have been compromised. A user should not divulge his or her username or password to anyone, and the City will never ask a user to divulge a username or password in a telephone call, fax, email or other form of unsolicited communication.

If you have elected to receive additional communications from the City, the Center 50+ website will only send information in categories that have been authorized. All email notifications to you from the Center 50+ website will also instruct you how to stop receiving them. Please follow the instructions if you no longer wish to receive email notifications. If you elect not to receive additional information from the City, the Center 50+ website will not send such information to you. Certain email notifications are required for enrollment in the Center 50+ program and can only be discontinued by canceling your enrollment in the Center 50+ program.

When you are finished with any application that is password protected, you should logout and close the relevant page or pages. If the browser used to access the password protected pages is a publicly-accessible browser, you should close the browser.

The City has integrated security measures and systems that are industry standard or better into the design, implementation, and day-to-day operation of the Center 50+ website and its underlying servers and networks. The City maintains ongoing efforts to identify and/or block unauthorized intrusions into the Center 50+ website.

You agree not to violate or attempt to violate the security of or interfere with the operations of this website, including without limitation: (a) accessing data or an account that you are not authorized to access or that is not intended for your use; (b) utilizing another user's name, password, or account information without express authorization from that user; (c) testing the vulnerability of or breaching the security or authentication measures of any system or network related to this website; (d) interfering with service to any other user, host or network; or (e) attempting to do any of the foregoing actions.

### **Section D. System Compatibility and Blocking**

The ability to receive Center 50+ notices via email requires an active email address, an internet connection, and compatible computing systems. Please note that some service providers block email from senders who are not listed in contacts or on safe lists, so you may not receive your Center 50+ notice unless you specifically add Center 50+ to your contacts or safe list.

### **Section E. Electronic Signature**

You agree that various electronic and other actions made by you on this website give rise to your legally effective signature and will have the same validity and effects the use of a signature affixed by hand. An electronic signature is a sound, symbol or process, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

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**Section F. Center 50+ Program Services**

Authority. By completing the Center 50+ program sign-up process, you agree and represent that you have the authority to accept and receive Center 50+ notices for the applicable City of Salem Center 50+ account. You also agree and represent that you have the authority to consent to these Terms and Conditions. You agree not to impersonate any other person or entity, whether actual or fictitious, including any employee or consultant of the City.

Enrollment. If you choose to enroll in the City’s Center 50+ program, you must complete all of the required steps as provided on the Center 50+ web pages and emails to register as a Center 50+ user, and agree to the Terms and Conditions. You are required to provide the Center 50+ program system with accurate information and to keep that information current.

Updating Contact Information. The City wants to ensure that your information and preferences are accurate and complete. Center 50+ does not automatically update or change your personal information. You must update your personal information, including your email address or phone number, by visiting your account at <https://egov.cityofsalem.net/Center50Plus>

Viewing your Center 50+ Information. You may view your Center 50+ information online by accessing your account at <https://egov.cityofsalem.net/Center50Plus> or by following the instructions provided in any Center 50+ program email. Information related to registration status, payment history, or participants may be viewed online.

Billing and payment history will be available on the Center 50+ website for viewing and printing. The City reserves the right determine the period of time such history is available through the Center 50+ website. If additional billing or payment history is needed, you must contact Center 50+.

Payment. You must pay the amount due in order to be considered registered for programs and/or activities. Payment options include:

In person	City of Salem, Center 50+, 2615 Portland Rd NE, Salem, OR 97301. Business hours are Monday through Friday from 8 a.m. to 5 p.m.; closed on City-observed holidays.
Internet:	To pay electronically using a bank account, debit, or credit card, go to <a href="https://egov.cityofsalem.net/Center50Plus">https://egov.cityofsalem.net/Center50Plus</a>

Refund of Payment. Should any refund of a payment be requested and granted, refunds will be issued by paper check or electronically at the City’s sole discretion. Electronic refunds will be issued to the credit card or bank account from which the funds were originally drawn. Refunds by paper check will be issued to the name and address of the Center 50+ payee account holder.

## **Section G. Disclaimer of Warranties, Indemnity, and Jurisdiction**

While the City attempts to provide accurate information on this website, all information is provided "as is" and "with all faults." The City hereby disclaims any warranties, endorsement or representations, express or implied, including without limit, warranties of title, merchantability, non-infringement, or fitness for a particular purpose, related to any product, service, advertisement or other information contained herein. This includes any content contained in, linked to, or downloaded from this website. Any products or services from this website are to be used at your own risk, with no obligations or liabilities by the City.

The City does not warrant that Center 50+ information, processes, or services will be uninterrupted, accurate, complete, useful, functional, or bug-or-error-free. In no event shall the City be liable for any direct, indirect, punitive, special, incidental, or consequential damages arising out of, or in any way connected with, the use of or the inability to use this website. This includes, but is not limited to, the loss of data or loss of profit. If applicable state law does not allow the disclaimer of certain implied warranties, some portions of the above exclusions may not apply.

You agree to indemnify and hold harmless the City, its employees and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorney's fees and costs, arising out of or in any way connected to your use of this website.

All claims or actions related to this website and these Terms and Conditions shall be governed according to the laws of the State of Oregon and any applicable federal law. You agree to submit to the jurisdiction of the courts located in Marion County, Oregon, for the resolution of all disputes arising from or related to these Terms and Conditions and/or your use of this website.

## **Section H. Contact Information**

If you have any questions or concerns about the City's use of your information or about these Terms and Conditions, please send an email to City of Salem Center 50+ at [Connect50Plus@cityofsalem.net](mailto:Connect50Plus@cityofsalem.net) and note "Center 50+ Terms and Conditions" in the subject line.

For questions regarding the accuracy or completeness of your transaction, please contact Center 50+ at 503-588-6303.