

Palomar Mountain Community Safety Center Terms and Conditions

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d) Palomar Mountain Volunteer Fire Department and Community Center of Palomar Mountain reserves the right to revoke this authorization at any time, and any use of this Website shall be discontinued immediately upon notice from the Palomar Mountain Volunteer Fire Department and Community Center of Palomar Mountain.

e) Palomar Mountain Volunteer Fire Department and Community Center of Palomar Mountain may, from time to time, change or discontinue any aspect or feature of this Website, including, but not limited to, Materials, content, hours of availability, and equipment needed for access or use.

f) You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of this Website, and all charges related thereto.

g) Information obtained through the Website shall not be used to disparage Palomar Mountain Volunteer Fire Department and/or Community Center of Palomar Mountain or their activities.

2. Submissions

a) All remarks, suggestions, ideas, graphics, or other information communicated to Palomar Mountain Community Safety Center through this site (collectively, the "Submission") will forever be the property of Palomar Mountain Volunteer Fire Department and Community Center of Palomar Mountain. Palomar Mountain Volunteer Fire Department and Community Center of Palomar Mountain will not be required to treat any Submission as confidential, will not be liable for incorporating any Submission into ideas for its project (including without limitation, product, service or advertising ideas) and will not incur any liability as a result of any similarities to a Submission that may appear in future Palomar Mountain Volunteer Fire Department and Community Center of Palomar Mountain operations. Palomar Mountain Volunteer Fire Department and Community Center of Palomar Mountain will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not Palomar Mountain Volunteer Fire Department and Community Center of Palomar Mountain, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright. By submitting material to any public area of this Website, you automatically grant or warrant that the owner of such material has expressly granted Palomar Mountain Volunteer Fire Department and Community Center of Palomar Mountain the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other user to access, view, store or reproduce the material for that other user's use.

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c) You shall not upload, post or otherwise make available on the Website any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with you. You shall be solely responsible for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

3. Liability

a) You agree to defend, indemnify and hold harmless Palomar Mountain Volunteer Fire Department and Community Center of Palomar Mountain, their affiliates, their respective directors, officers, employees, agents, third party content providers or licensors (collectively, "Palomar Mountain Community Safety Center Entities") from and against all claims, losses and expenses of any nature, including, but not limited to, lost profits, direct, indirect, incidental, special, consequential or punitive damages, attorneys' fees and disbursements, arising out of the use of this Website by you. No Palomar Mountain Community Safety Center Entities shall be liable for any claims, losses of any nature, including without limitation, claims relating to any defamatory, offensive or illegal conduct. You expressly agree that use of this Website is at your sole risk, and that the provisions of this section apply to all content on this Website.

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c) The limitation of liability set forth herein also applies to third party content on this Website. In certain cases, Palomar Mountain Community Safety Center Entities is a distributor (and not a publisher) of content supplied by third parties and users. Accordingly, Palomar Mountain Community Safety Center Entities has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or any other user of this Website, are those of the respective author(s) or distributor(s) and not of Palomar Mountain Community Safety Center Entities . Under no circumstances will Palomar Mountain Community Safety Center Entities have any responsibility for any loss or damage relating to this information or your reliance on it. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through this Website. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

d) The foregoing limitation shall apply even if there is negligence on the part of Palomar Mountain Community Safety Center Entities Entities or an authorized Palomar Mountain Community Safety Center Entities representative has been advised of the possibility of such damages, or both.

e) Information on this Website, or the websites of any of the Palomar Mountain Community Safety Center Entities 's related, affiliated or subsidiary entities, is provided with the understanding that Palomar Mountain Community Safety Center Entities are not rendering professional advice or recommendations. You should not rely on any information on these pages to replace consultations with qualified professionals to meet your individual needs.

f) This Website may be linked to other sites, which are not maintained by Palomar Mountain Community Safety Center Entities. Palomar Mountain Community Safety Center Entities is not responsible for the content of those sites. The inclusion of any link to such sites does not imply endorsement by the Palomar Mountain Community Safety Center of the sites. Palomar Mountain Community Safety Center makes no representations whatsoever about any other website which you may access through this one.

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enforcement authorities.

5. Termination. Palomar Mountain Community Safety Center or you may terminate this Agreement at any time. You may terminate this Agreement by destroying all Materials obtained from all Palomar Mountain Community Safety Center sites that are in your possession. Palomar Mountain Community Safety Center may terminate this Agreement immediately without notice if, in its sole judgment, you breach any term or condition of this Agreement. Upon termination, you must destroy all Materials.

6. Miscellaneous

a) This Agreement and any modifications hereto, which may from time to time be published by Palomar Mountain Community Safety Center constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

b) This Agreement shall be construed in accordance with the laws of the State of California, United States of America, without regard to its conflict of laws rules. If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

c) Palomar Mountain Community Safety Center can revise these Terms and Conditions at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting on this Website, or by electronic or conventional mail, or by any other means by which the Website user obtains notice thereof. Any use of this Website by you after such notice shall be deemed to constitute your acceptance of such changes, modifications or additions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

d) The section headings used herein are for convenience only and shall not be given any legal import.

e) The provisions contained herein are for the benefit of Palomar Mountain Community Safety Center Entities, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

February 20, 2006