

## **EXHIBIT A**

### Website Privacy Policy

Your ("user") use of South Strabane Township's website ("Website") is provided subject to the privacy terms and conditions contained herein. Please read these terms carefully as use of the Website constitutes acceptance of these terms and conditions.

#### **1. Purpose**

South Strabane Township ("Township") is committed to maintaining the online privacy of visitors to this Website to the extent permitted by law. The Township gathers information for security, management and statistical purposes and will not, without user's consent, sell or share this information to any party, except in cases where it is legally obligated to disclose it, or if circumstances necessitate disclosure to protect the safety of user, the Township's staff or that of the public.

#### **2. Public Records**

The Pennsylvania Right to Know Law ("RTK") provides that information received by the Township on the Website become public record, subject to disclosure under RTK. Users who communicate through this Website are advised that all communications are public and cannot be held in confidence. The Township captures some user and browser information on the Website and may analyze the server logs to generate traffic reports that may list user origination address. E-mail directed to the Township, its officers or employees may be retained as part of the public record, and these communications will be available through RTK requests. Because of the public information nature of this Website, users should make no assumptions of privacy of any kind.

#### **3. General Information Collected**

The Township collects non-personal information about visits to the Website (i.e. dates, browser types, technical Internet protocol data) from user logs, and refers to it in summary form to identify trends. The objective in tracking this type of information is to help make the Website more functional and practical for users.

The Township uses software programs to create summary statistics which are used for such purposes as assessing what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas.

#### **4. Personal Information Collected**

The Township collects personal information if a user voluntarily provides it. During a visit to the Website, a user may choose to participate in a survey or send email. To complete a survey or send an email, user may be asked to provide personal information such as name, address and/or phone number. The user always has the option to decline participation in any activity that requires personal information. Opting out will in no way affect user's ability to browse, read or download general information provided on the Website.

The Township contracts with third parties to offer Internet-related services and will disclose personal information provided by user to third parties in order to complete a transaction or ensure protection and security of the services provided. The personal information requested will be no more specific than if a user were engaged in the transaction by telephone or in-person. In all cases, the Township strives to collect the minimum information necessary to comply with applicable law or provide the service requested.

## **5. Security Measures**

The Township has taken steps to safeguard the integrity of user data and prevent unauthorized access to information it maintains, including authentication, monitoring, auditing, and encryption. Security measures have been integrated into the design, implementation and day-to-day practices of the operating environment of the Website as part of its continuing commitment to risk management. These measures are designed and intended to prevent corruption of data, block unknown or unauthorized access to systems and information, and provide reasonable protection of private information in the Township's possession.

Unauthorized attempts to upload information or change information on this Website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act.

Effective: April 23, 2019

## **EXHIBIT B**

### Terms of Use Policy

Your use of the South Strabane Township Website ("Website") is provided subject to the terms and conditions contained herein. Please read these terms carefully as use of this Website constitutes acceptance of these terms and conditions.

#### **1. Use and Content**

South Strabane Township ("Township") provides its Website as an informational resource for public use and strives to maintain the integrity of its Website with timely and accurate information, subject to periodic updates, revisions, deletions and additions without prior notice.

Content provided on this Website is gathered from many sources, subject to change at any time, and the Township is not responsible for errors or omissions in the content, and makes no representations as to its accuracy, completeness or usefulness. User is cautioned that charts or other graphics which appear on this Website may not be subject to accurate transmission in their entirety.

Where an official printed document differs from text which may be provided on this Website, the official printed document controls.

The Pennsylvania Right to Know Law ("RTK") provides that all messages received by the Township on this Website become public records, subject to disclosure under RTK. Users who communicate through this Website are advised that all communications are public information and cannot be held in confidence. Furthermore, in accordance with its internal policies, the Township may periodically monitor communications on this Website.

Commercial use of material contained on this Website is prohibited without prior written consent from the Township.

#### **2. Copyright and Trademark Laws**

The content and material available on this Website, including, but not limited to, graphics, logos, sounds, images, software, text and information (collectively, "Content") are protected by copyrights, trademarks, service marks, patents or other proprietary rights or laws and may not be modified in any way. By entering this Website, user acknowledges and agrees that the Content is owned or licensed by the Township or used by the Township with permission and may not be used by user without prior written approval. Without in any way waiving any of the foregoing rights, user may download one copy of the material on this Website for personal, noncommercial home use only, provided no copyright, trademark or other proprietary notices are changed or deleted. Content may not be copied, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any form without the Township's prior written consent.

Any other use of this Website without the prior written authorization of the Township is prohibited. The permission to recopy by an individual does not allow for incorporation of material or any part of it in any work or publication, whether in hard copy, electronic, or any other form. The Township and the holder of any other intellectual property rights in the Content do not grant any express or implied right to user under any copyrights, trademarks, service marks, patents, or trade secret information of the Township.

All rights not expressly granted herein are reserved. Any unauthorized use of the Content may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

### **3. Hyperlinks**

The Township's Website contains links to other companies and organizations that may be of interest to its users and are maintained solely for the user's information and convenience. They are not referrals or endorsements. Once a user links to another website, users must be aware that they are subject to the policies of that new site, and the Township does not control and cannot guarantee its relevance, timeliness, or accuracy.

The inclusion of links to items in hypertext is not intended to reflect their importance, nor is it intended to constitute approval or endorsement of any views expressed, or products or services offered. The Township makes no representation or warranty whatsoever regarding the completeness or accuracy of any websites linked directly or indirectly to its Website.

The Township shall provide opportunities to place hyperlinks to such organizations that meet the criteria set forth below. The opportunities provided hereby shall be strictly limited to placing, as applicable, either a link or address information related to the organization, and no organization may place any editorial content on the Township's Website.

The Township places hyperlinks on its Website that are relevant to its mission and meet the following criteria:

Websites that promote industry and economic welfare within the Township.

Websites owned and operated by newspapers of general circulation.

Websites owned and operated by local, state, federal government and educational agencies.

Websites owned and operated by utilities that serve the residents of the Township.

Websites of non-profit organizations that serve the greater good of the Township and/or receive financial support from the Township.

Any requests for hyperlinks on this Website above must be brought to the Township Manager for approval. Approval or disapproval may not be based on the political or religious affiliation of the organization. Requests for hyperlink placement should be made in writing to 550 Washington Road Washington, PA 15301 or by email to [pconners@southstrabane.com](mailto:pconners@southstrabane.com).

The Township reserves the right to deny links to any website that contains obscene or objectionable material, and further reserves the right to remove hyperlinks, without notice, to websites that do not fulfill its criteria or that can be reliably accessed.

In order to avoid the appearance of the Township endorsement of political content, hyperlinks shall not be made to sites that are associated with, sponsored by or serving a candidate for elected office, any political party or organization supporting or seeking to defeat any candidate for elective office or ballot proposal.

### **4. Submissions**

Any communications or material submitted by electronic mail or interactive form, including any data, questions, comments, suggestions or the like ("Submission"), even if encrypted, is, and will be treated as, non-confidential and non-proprietary. Anything transmitted or submitted to the Township may be edited, translated and reformatted, and used by the Township or its affiliates at

any time and for any purpose, including, without limitation, reproduction, disclosure, transmission, distribution, publication, broadcast and posting. Furthermore, the Township is free to use any ideas, concepts, know-how or techniques contained in any Submission for any purpose, including, without limitation, disseminating such information. No compensation will be paid with respect to the use of a Submission.

By submitting, posting, uploading, inputting or providing any materials to the Township, such person warrants and represent that he, she or it owns or otherwise control the rights to such Submission, and is granting all ownership rights in such Submission to the Township, unless otherwise specified in writing.

For any Submission, such person grants the Township, its affiliates and necessary sublicensees permission to use the Submission in connection with the operation of their businesses, including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, reformat and publish that person's name in connection with the Submission.

The Township is under no obligation to post or use any Submission, and the Township may remove any Submission at any time in its sole discretion without notice.

#### **5. Disclaimer - Liability**

With respect to the Content, the Township, its officers, employees, agents and assigns make no warranty, express or implied, including the warranties of merchantability or fitness for a particular purpose, and assume no legal liability or responsibility for the accuracy, completeness or usefulness of any information disclosed, nor does the Township make any representation that the use of said information will not infringe privately owned rights. The Township, its officers, employees, agents and assigns will not be liable for any damage or injury caused by using this Website, including but not limited to failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or on-line failure. This Website may be temporarily unavailable from time to time due to maintenance or malfunction of computer equipment.

The user assumes all risks associated with the use of this Website, including those involving computer, software or data damage caused by any virus, software or other file which might be transmitted or activated via this Website or your access to it.

#### **6. Disclaimer - Endorsement**

Any Website reference to any commercial product, process, service, trade name or trademark does not constitute or imply the Township's endorsement for its use. The views and opinions of authors expressed on this Website do not necessarily state or reflect those of the Township's and shall not be used for advertising or endorsement purposes.

The Township does not review, sponsor or endorse any other websites linked to this Website, and will only provide links with related governmental websites, educational facilities located in the Township, and Township-based organizations which promote local businesses.

#### **7. Disclaimer - Legal Notice**

Communications made through this Website shall in no way be deemed to constitute legal notice to the Township or any of its agencies, officers, employees, agents or representatives with respect to any existing or potential claim or cause of action against the Township or any of its

agencies, officers, employees, agents or representatives, where notice to the Township is required by any federal, state or local law, rule or regulation.

### **8. Limitation of Liability**

In no event shall the Township, its officers, employees or agents be liable for any direct, indirect, consequential, special, incidental, or punitive damages, or any other damages, losses, costs, or other expenses of any kind whatsoever resulting from, caused by, or arising out of or in connection with this Website, its content or services, or any other cause whatsoever, including, without limitation, losses related to the inability to use the service, loss of data, loss of profits or any errors, omissions or defects in this Website content.

### **9. Legal Action and Jurisdiction**

By using this Website, user agrees that any legal action brought against the Township, the Township Board of Supervisors, its officers, employees, agents, attorneys or other representatives shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. User further agrees to the exclusive jurisdiction and venue of the courts of Washington County, Pennsylvania, in all disputes arising out of, or relating to, the use of this Website. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions contained in the above terms and conditions.

The Township reserves the right to revise legal notices and disclaimers at any time and for any reason without notice or obligation, to any of the information contained on this Website. By entering this Website, user acknowledges and agrees to be bound by any such revisions. The Township suggests periodically revisiting this policy to review these Terms of Use as amended from time to time.

Effective: April 23, 2019