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## EGOV PORTAL TERMS OF SERVICE

### **Use this site at your own risk:**

The Town of Carstairs (the "Municipality") and/or Municipal Information Systems Inc. (the "Software Vendor") will not be responsible for any harm, loss or damage, however caused, arising out of your use of this site, including direct, indirect, special, third party or consequential damages. The Municipality and the Software Vendor will not be responsible for any detrimental reliance that you may place upon the site or its contents. This site is not intended to provide you with permanent electronic record storage.

### **Information provided on this site:**

Information in this site is subject to modification from time to time.

### **Access to service:**

The Municipality will make every reasonable effort to provide access to this site to you. In no event, however, will the Municipality or the Software Vendor be liable to you or to others for any loss, damage or injury caused or contributed by this site or its unavailability.

Internet service may periodically be unavailable to you. You understand and agree that the Municipality will not be responsible for delays or failures in performance or access to this site resulting from acts beyond its reasonable control.

### **User access and privacy of information:**

The Municipality and the Software Vendor are not responsible for how users store and maintain permitted users and passwords. In no event, however, will the Municipality and the Software Vendor be liable to you or others for any loss, damage or injury caused by information made available to parties not intended by the user.

The Municipality complies with Alberta's privacy legislation in maintaining the user and other information in this site.

### **Site Integrity:**

Worms, viruses or any code of a destructive nature will not be transmitted with transferring files to the Municipality via this site.

### **Account Suspension:**

The Municipality reserves the right at its sole discretion, to suspend a user account and prevent access to this site.

### **Indemnification:**

You agree to indemnify, defend and hold harmless the Municipality and our partners, associates, officers, directors, agents, contractors, service providers, subcontractors, suppliers, interns and employees, including, without limitation, the Software Vendor, harmless from any claim or demand, including reasonable attorney's fees, made by you or any third-party due to or arising out of your breach of these Terms of Service, or by your access to this site.

**Severability:**

In the event that any provisions of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions. Such determination shall not affect the validity and enforceability of any other remaining provisions.

**Termination:**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. Either party may terminate these Terms of Service at any time by written notification.

**Governing law:**

These Terms of Service and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of Alberta.

**Contact Information:**

Questions about the Terms of Service should be directed to:

Town of Carstairs

Phone: 403-337-3341

Email: [finance@carstairs.ca](mailto:finance@carstairs.ca)