

1 Acceptance of terms and conditions. The City of New Rochelle, its employees, representatives including its' software vendor (collectively "the City") provides the information contained on this information portal and any pages comprising the information portal ("information portal") to you subject to the terms and conditions of use set out herein ("Terms and Conditions"). By accessing, using and/or downloading any information from the information portal, you are deemed to have accepted and agreed to the Terms and Conditions.

2 Modification of terms and conditions. The City vendor may at any time modify the Terms and Conditions without notice to you and your continued access or use of the information portal will be subject to such Terms and Conditions, as modified, and in effect at the time of such access or use. Accordingly, you should review the Terms and Conditions periodically as your continued access or use of the information portal shall be deemed to be your acceptance of the amended Terms and Conditions.

3 Content of the Information portal. While every effort is made to update the information contained on this information portal on a regular basis, City makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of information, opinions, data and/or content contained on the information portal and shall not be bound in any manner by any information contained on the information portal. The City reserves the right at any time to change the content or discontinue without notice, any aspect or feature of the information portal. No opinions, research information, data or content contained on the information portal (and whether posted by City or a third party) should be construed as advice and same are offered for information purposes only.

4 Warranties and Disclaimers. The City makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the information portal. City shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party, as a result of or which may be attributable, directly or indirectly, to your access and/or use of the information portal and any information contained on the information portal and you waive any and all claims which you may have against City in respect of any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever, which may be suffered by you or your dependants as a result of or which may be attributable directly or indirectly to the aforesaid. These limitations of liability shall apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, and regardless of whether either party has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, City shall not be liable for any indirect, contingent or consequential loss (including but not limited to loss of business or loss of profits) incurred or sustained by you or any third party howsoever arising in respect of your use of or reliance on the information portal or any information offered on or via the information portal.

5 Payment. You must pay by credit or debit card at the time of order. The price of any product is the price in force at the date and time of your order. You undertake that all details you provide to us for the purpose of purchasing products which may be offered by us on our website will be correct; that the credit or debit card which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any products. We reserve the right to obtain validation of your credit charge or debit card details before accepting your order. Payment will be taken in full at the time of the order. We are entitled to refuse any order placed by you.

6 Convenience Fees. The convenience fee based option is a convenience option. In order to deliver the information electronically, systems were developed to pull the information from various application databases and deliver it in a user friendly portal. In addition, you will be able to have access online to the searches you made in your own database. For this convenience, there is a fee in which supports future development of such systems.

Convenience fees will be billed to the users' credit or debit card. The user will be able to access the additional information outlined in the "What's Included" section of the portal. When the term expires depending on the chosen time frame (i.e., 1, 3, 6 or 12 months), the user will not be automatically renewed.

The City reserves the right to alter the convenience fees or its inclusions at any time without prior notification to portal users.

By accessing the data on the information portal, you are agreeing to the following:

- to have your use of this database tracked,
- acknowledge that the accuracy of the data in this knowledge base cannot be guaranteed and must be considered when using this data.
- violate any copyright, trademark, other applicable laws or intellectual property rights of City of New Rochelle and its' software vendor or any other third party

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