

# NashDigs Terms of Use

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Welcome to NashDigs, a website provided by the Metropolitan Government of Nashville and Davidson County ("Metro"). Thank you for using our services. NashDigs (the "Site") **provides users an online means to obtain information on active infrastructure construction projects in Davidson County and surrounding areas.**

The terms "NashDigs" or "Site" refers to NashDigs, a website provided as a service by the Metropolitan Government of Nashville and Davidson County ("Metro") and any Metro approved mobile application designed to access this service. By accessing or using NashDigs you are agreeing to be bound by these Terms of Use. "We" or "us" or "our" will refer to Metro and NashDigs, individually or collectively, for the purposes of this agreement.

The term "you" or "user" or "your" refers to you, the user of the Site, whether in your personal capacity or as an employee, contractor or other authorized user on behalf of another person or entity who has entered into an agreement with us in order to provide you with access to the Site (each such person or entity is referred to as a "Registered User"). If you wish to access the Site, you must accept and agree to comply with and be bound by the following terms and conditions of use, which, together with our privacy policy, govern our relationship with you in relation to your use of the Site and its content (the "Terms of Use").

Please read these Terms of Use carefully. If you do not agree with the Terms of Use, do not use the Site and cease using or accessing this Site immediately. By accessing or using the Site, you acknowledge that you agree to be bound by these Terms of Use.

We reserve the right to amend the content of these Terms of Use, the Site and any or all of the Services provided through the Site, at any time, with or without notice to you.

## ACCEPTABLE USE

This Site may only be used for lawful purposes and in accordance with these Terms of Use, to facilitate **providing users online access to information on active infrastructure construction projects** (the "Purpose").

You agree to use the Site for informational purposes directly related to the Purpose of the Site and that you will comply with all laws that apply to your use of or activities on the Site or with respect to all content you submit, post, or provide.

You acknowledge that you understand that the Site is not directed at children. By using the Site You represent that (a) You are at least 13 years old, or (b) You are younger than 13 years old and you are using the Site with the prior knowledge and verifiable parental consent of Your parent or legal guardian, as that term is defined in 15 U.S.C.A. Section 6501. You are prohibited from posting any information or content relating to any third person

under the age of 13 years old without appropriate prior notice to and verifiable parental consent from the parent or legal guardian.

Subject to your compliance with these Terms of Use, we grant to you a non-exclusive, non-transferable, revocable license to access, use and view the Site, its contents and the Materials (as defined below), solely for your own personal use or for corporate use as a representative.

#### **PROHIBITED USE**

In connection with your use of the Site, you agree that you will not, nor will you allow others to, directly or indirectly:

Use the Site in any manner which could damage, disable, overburden or impair the Site, or disrupt or interfere with any other person's use and enjoyment of the Site;

Create a link to the Site from another website or within a document without Metro prior written consent;

Conduct or promote any activity that is illegal, harmful, disruptive, or distasteful to other users of the Site;

Submit or email any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, hateful, vulgar, obscene, pornographic or tortious or any materials which infringe or violate any third party's copyright, trademark, trade secrets, privacy or other proprietary or property right or that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law;

Submit or email any incomplete, false, or inaccurate information, if applicable;

Hide or attempt to hide your identity or impersonate any person or entity, including without limitation, one of our employees or agents, another user of the Site, a Registered User, or otherwise misrepresent your affiliation with any other person or entity;

Post content in connection with any franchise, pyramid scheme, multi-level marketing (MLM) opportunity, "club membership", distributorship or sales representative agency arrangement or other business or commercial opportunity;

Alter or modify any part of the Site other than your own content as required in connection with the Purpose, which includes, deleting or revising any material posted by any other person or entity without lawful permission to do so;

Copy, aggregate, or distribute, in any manner, any part of the Site including all of its HTML content;

Attempt to gain access to portions of the Site for which you are not authorized to access;

Attempt to reverse engineer or otherwise derive the source code of the software comprising the Site;

Transmit or upload any viruses, worms, or other harmful code;

Use any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from this Site or the content in whole or in part;

Transmit any unsolicited e-mails to other users of the Site, including, but not limited to, advertisements or "spam";

Transmit, upload, or otherwise make available any material which violates intellectual property laws including, but not limited to, copyright or trademark laws, or which violates the privacy, publicity, or other personal rights of other users of the Site;

Collect any personally identifiable information, including email addresses, or other such information of the users for commercial purposes or purposes which violate privacy laws in your jurisdiction, except as may be permitted pursuant to these Terms of Use with the Site;

Post opinions, notices or advertisements, commercial or otherwise or solicit business from Registered Users;

Remove, from any copy of the content downloaded, the copyright or other proprietary notices contained in the content;

Interfere with the security of, or otherwise abuse, this Site or any services, system resources, accounts, servers or networks connected to or accessible through this Site or affiliated or linked sites;

Register an e-mail address that you do not own or for which you do not have the express permission of the owner to register.

You agree to access and use the Site only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Site. We reserve the right to immediately terminate or suspend your account upon discovery of such prohibited activities by a user. At all times we reserve the right to disclose any content submitted, posted, or transmitted to the Site by you as is necessary to satisfy any law, including the Tennessee Public Records Act, regulation or governmental request, or to edit, refuse to post or remove any content, in whole or in part, that in our absolute discretion is objectionable or in violation of these Terms of Use. We will investigate occurrences which may involve violations of these Terms of Use and may involve and/or fully cooperate with law enforcement authorities in prosecuting users of the Site who are involved in such violations.

## **ACCOUNT INFORMATION, PASSWORD AND SECURITY**

You acknowledge and agree that you are solely responsible for all actions and communications undertaken or transmitted by you and that you accept all risks associated with any such unauthorized activity.

You agree that the information you provide to us in connection with use of the Site and at all other times will be true, accurate, current and complete.

You agree to comply with all security requirements established by us from time to time in connection with the use of the Site. Unauthorized attempts to circumvent security features to use the Site for purposes other than its intended Purposes or to obtain, alter, damage or destroy information or otherwise interfere with the operation of the Site are not permitted and any evidence of such acts may be disclosed to law enforcement authorities and result in criminal prosecution.

## **OWNERSHIP AND PROPRIETARY RIGHTS**

The Site is owned and operated by Metro. The content, visual interfaces, information, alerts, graphics, design, compilation, computer code, products, software and all other elements of the Site (collectively, the "Materials") are protected by copyright, trade dress, patent, and trademark laws, international laws and conventions, to the extent applicable, and all other relevant intellectual property and proprietary rights and applicable laws. The Materials are the property of Metro. All trademarks, service marks and trade names displayed on the Site are proprietary to Metro and Metro affiliates. Except as expressly provided herein, we do not grant any express or implied right or license to you under any intellectual property right, including under any patent, trademark, copyright, trade secret, or confidential information.

Our services, methods and processes may also be protected by patents or other intellectual property rights, and may be subject to trade secret and other proprietary rights. We reserve all such rights.

The names of services we offer, company names and logos used on the Site may be trademarks, including our registered trademarks or those of our licensors. Such service names, company names and logos may not be copied, imitated or used, in whole or in part, without Metro's prior written consent. Other services and company names, logos or trademarks used on this Site may be the trademarks of their respective owners.

You hereby grant to us a worldwide, royalty free, non-exclusive, transferable, license to use, copy, store, modify, adapt and display any content and materials you create, post, submit or transmit on or through the Site. You represent and warrant that you have all right, title and interest in and to the content and materials you post, submit or transmit on or through the Site and have the requisite authority to grant the licenses provided for in these Terms of Use. If you are a user that is not a representative of a Registered User, you hereby grant to each Registered User a worldwide, royalty free, non-exclusive, non-transferable, revocable license to use, copy, store, modify, adapt and display any content and materials you create, post, submit or transmit on or through the Site.

Other than personally identifiable information subject to our Privacy Policy, any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication you submit, transmit or post to the Site in any manner is and will be considered non-confidential and non-proprietary information. You will retain ownership of any such information, but will be deemed to have granted a license to us and all users for its use.

### **TERMINATION AND SUSPENSION OF ACCESS TO THE SITE**

We reserve the right, in Metro's sole discretion, to terminate or suspend access to the Site or any portion thereof at any time, without notice. Metro further reserves the right to terminate any or all of the services provided in connection with the Site at any time without notice to you. We will have no liability for any damage that may arise as a result of such cancellation.

Any or all of the services available to you through the Site may periodically be unavailable to you in order to allow for maintenance, updates or other reasonable causes, including causes beyond our control.

### **THIRD PARTY WEBSITES**

From time to time this Site may also include or display links to other websites operated by third parties. These links are provided for your convenience. They do not signify that we endorse the website(s) in question. We make no express or implied warranties as to the information, material, products or services that are contained on or accessible through such websites. You agree that we have no responsibility for the content of any such linked website(s) and acknowledge that your use of such websites will be governed by such terms and conditions of use as may be required by such third parties.

Links posted in any form on the Site are not verified and users shall use discretion when clicking on unverified content. We cannot attest to the security of any sites visited via external user-generated links. In the event you discover problems with or have concerns regarding the format, accuracy, timeliness or completeness of a linked external website, please contact the organization responsible for that website.

### **DISCLAIMERS**

You agree that your use of the Site, including download, installation and use of any Metro approved mobile application designed to access this service, will be at your sole risk and that your access to and use of the site and all content thereon is provided "as is" and "as available". To the fullest extent permitted by law, we and our officers, directors, employees and agents disclaim all warranties, express or implied, in connection with the Site and your use thereof, including, without limitation, warranties of merchantability, fitness for a particular purposes, title, non-infringement, suitability, reliability or accuracy of the Site or content for any purpose. We make no warranties or representations about the Site, or the contents thereof, and assume no liability or responsibility for any (a) errors, mistakes, or inaccuracies of content and materials, (b) personal injury or property damage, of any nature whatsoever,

resulting from your access to and use of the Site, (c) any unauthorized access to or use of the Site's servers and/or any and all information stored therein, (d) any interruption or cessation of transmission to or from the Site, (e) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Site or by any third party and/or (f) any errors or omissions in any content or materials or for any loss or damage of any kind incurred as a result of the use of the Site.

We are under no legal obligation to, and do not control, review, or verify the content provided by other users and made available to you through the Site nor do we confirm that each user of the Site is who they claim to be. By its very nature, other users' information may be offensive or harmful to you or inaccurate, and in some cases may be mislabeled or deceptively labelled. Neither we, nor any third parties with whom we are associated, provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and content found or offered on the Site for any particular purpose. You acknowledge that such information and content may be inaccurate or erroneous and we expressly exclude any liability for such inaccuracies or errors to the fullest extent permitted by law. You acknowledge and agree that it is not possible for the content or users of the Site to be screened with full certainty, and that you use and rely on the Site and its contents entirely at your own risk. You acknowledge that we are not an accredited educational institution and agree that it is your sole responsibility to ensure that any products, services or information available through the Site are sufficient, sufficiently reliable, and otherwise meet your specific requirements. All opinions, advice or comments which may appear on the Site from time to time are those of the specific person providing them and do not necessarily represent our opinions, advice or views, nor those of any of our affiliates. Before acting upon any opinion, advice or comment provided by any person using the Site or otherwise communicated to you through the Site, you should seek informed advice from your own expert or professional.

You agree, acknowledge, and understand that we use reasonable efforts to ensure user privacy, but cannot be held responsible or liable in any way, shape, or form for the disclosure, loss or deletion of any information or content resulting from, but not limited to, use of stolen or fraudulently obtained passwords, or otherwise. The terms of this paragraph shall survive termination of your use of the Site.

You agree, acknowledge, and understand that security is not an absolute and Metro cannot absolutely guarantee the security of any Metro approved mobile application designed to access this site, and cannot be held responsible or liable in any way, shape, or form for the disclosure, loss or deletion of any information or content or compromise of a device hosting the mobile application, resulting from, but not limited to, use of the mobile application. The terms of this paragraph shall survive termination of your use of the Site or any Metro approved mobile application.

You agree that we shall not be responsible in respect of any employment decisions, for whatever reason made, by any entity that uses the Site.

## **LIMITATION OF LIABILITY**

You agree that we will not be responsible or liable for any loss or damages whatsoever, including without limitation indirect, special or consequential damages or other damages (including without limitation damages for harm to business, loss of information, programs or data, loss of profit, loss of savings, loss of revenue), arising from or in connection with the use of or access to, or the inability to use or access this Site, the materials, and any content provided, even if we have been advised of the possibility of such damage or loss.

## **INDEMNIFICATION**

To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless us our affiliates, agents, employees, officers and directors, from and against any liability, claims, actions or demands (including, without limitation, reasonable legal fees any other costs or expenses of any kind whatsoever incurred) in relation to, as a consequence of or arising out of or in any way attributable your use or misuse of the Site, any violation of the rights of any other person or entity by you, any content you provide or breach of these Terms of Use. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to co-operate with and provide any necessary information for our defense of such claims.

## **PRIVACY POLICY**

**NashDigs** Privacy Policy may be found [HERE](#)

<http://www.nashville.gov/portals/0/SiteContent/Government/NashDigs/docs/NashDigs-PrivacyPolicy.pdf>, and as incorporated into these Terms of Use by reference where applicable.

## **GENERAL**

These Terms of Use are governed by, and to be construed and interpreted in accordance with, the laws of the State of Tennessee and the laws of the United States applicable in that State. Any action taken in connection with the operation and content of the Site, or these Terms of Use, must be brought in a court of competent jurisdiction located in Nashville, Tennessee.

When you visit the Site or send electronic mail to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices or sending messages to you on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide electronically satisfy any legal requirement that such communications be in writing. In addition, you consent to receive communications from Registered Users in accordance with the Purposes.

If any term, clause or provision of these Terms of Use is deemed invalid or unenforceable for any reason, the remainder of these Terms of Use shall remain valid and enforceable in accordance with their terms.

Except to the extent otherwise provided by law, you agree that English will be the official language of the Site, and of all official communication transactions occurring in connection with the Site, and you waive any right to use and rely upon any other language or translations in official communication about the Site or these Terms of Use. You

acknowledge that these official Terms of Use have been drawn up in English, and any version provided in alternate languages has been provided as courtesy only, and should not be used as an official reference in regard to the terms and conditions outlined for this Site.

### **SITE MODIFICATION OR TERMINATION**

We may modify the features, content and functionality of its Sites, or terminate entirely any of its Sites, at any time without prior notice or liability to you. Modification or termination of these terms will not affect, or result in the termination or modification, of any other existing agreements you may have with us.

### **SITE "TERMS OF USE" MODIFICATION**

We reserve the right, in our sole and absolute discretion to amend these Terms of Use, in whole or in part, at any time. Such changes will be effective when notice of such change is posted on the Site. Please check these Terms of Use frequently for any updates by checking the "Last Updated" section located at the top of these Terms of Use. If a change is not acceptable to you, you must discontinue all use of the Site immediately. Your continued browsing and use of the Site after any such changes are posted will constitute acceptance of all such changes.