# Terms of Usage

#### **AGREEMENT BETWEEN USER AND Dallas Rural Water District**

The Dallas Rural Water District Web Site is comprised of various Web pages operated by Dallas Rural Water District.

The Dallas Rural Water District Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Dallas Rural Water District Web Site constitutes your agreement to all such terms, conditions, and notices.

### MODIFICATION OF THESE TERMS OF USE

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# NO UNLAWFUL OR PROHIBITED USE

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may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Dallas Rural Water District Web Sites.

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- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
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- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.

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- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

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SERVICE CONTACT : webmaster@dallasrwd.com

## **TERMINATION/ACCESS RESTRICTION**

Dallas Rural Water District reserves the right, in its sole discretion, to terminate your access to the Dallas Rural Water District Web Site and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Washington, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in San Mateo County, California, U.S.A. in all disputes arising out of or relating to the use of the Dallas Rural Water District Web Site. Use of the Dallas Rural Water District Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You

agree that no joint venture, partnership, employment, or agency relationship exists between you and Dallas Rural Water District as a result of this agreement or use of the Dallas Rural Water District Web Site. Dallas Rural Water District's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Dallas Rural Water District's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Dallas Rural Water District Web Site or information provided to or gathered by Dallas Rural Water District with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Dallas Rural Water District with respect to the Dallas Rural Water District Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Dallas Rural Water District with respect to the Dallas Rural Water District Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent an d subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

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