



INSTITUTE FOR
LOCAL GOVERNMENTSM

Website Terms of Use

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Last Revised: January 1, 2014

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You agree that each visit you make to the Site will be subject to the then-current Terms. Your continued use of the Site following the posting of changes, modifications, or amendments will confirm your acceptance of such changes, modifications, or amendments.

All questions or comments about the Site or Site content should be directed to the Institute at (916) 658-8208.

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For information on how the Institute collects, uses, and discloses personally identifiable information from Site users, read the Institute's [Privacy Policy](#), which is incorporated by reference and made a part of these Terms.

2. User Conduct

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You agree that you will abide by all applicable local, state, national and international laws and regulations concerning your use of the Site and its content. You will not interfere with the use and enjoyment of the Site or its content by other users or with the Institute's operation and management of the Site and its content.

You will at all times provide true, accurate, current, authorized, and complete information when submitting information or materials on or through the Site. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, the Institute reserves the right to terminate your access to and use of the Site and its contents. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the Site or its contents, or defame or otherwise harm any party, including the Institute, through your use of the Site or its content.

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- Using the Site to send any content that violates any copyrights, patents, trademarks, trade secrets, or other intellectual property rights of others;
- Using the Site in a tortious manner, including the posting of libelous, defamatory, scandalous, threatening, harassing or private information without the permission of the person(s) involved, or posting content that is likely to cause emotional distress; or
- Introducing viruses, worms, Trojan horses, or other harmful code on the Site, the Internet or any other user or recipient's computer or application.

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13. Choice of Law and Venue

These Terms are entered into in the State of California and shall be governed by and construed according to the laws of the State of California, exclusive of its choice of law rules. Each party to these Terms submits that any action at law or in equity arising out of the Terms is subject to the exclusive jurisdiction of the state and federal courts sitting in the County of Sacramento, California, and hereby waives any jurisdictional, venue, or inconvenient forum objections to

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such courts over any suit, action, or proceeding arising out of the Terms. In any action to enforce these Terms, the prevailing party will be entitled to its costs and attorney's fees.

14. Term and Termination

These Terms take effect at the beginning of each visit to the Site. The Institute reserves the right, with or without notice, at any time and for any or no reason, to deny you access to the Site or any portion thereof, and may take such action in its sole discretion to terminate your license to use the Site or to block or prevent future access to and use of the Site.

15. Waiver and Severability

The failure of the Institute to exercise or enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

16. Entire Agreement

These Terms, together with any revisions and any additional terms incorporated by reference, including the Privacy Policy, constitute the entire agreement between you and the Institute relating to the Site and its content and use by you, and supersedes any other written or oral communication regarding use of the Site and its content. The Site and its content are intended to be consistent with and to further the Institute's policies and operations.