

LAMONT PUBLIC UTILITY DISTRICT WEBSITE POLICIES AND TERMS AND CONDITIONS OF USE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE AND DISCLAIMER CAREFULLY BEFORE USING THIS WEBSITE (THE "SITE"). BY USING THIS SITE, YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS, YOU ARE PROHIBITED FROM USING OR ACCESSING THIS SITE. LAMONT PUBLIC UTILITY DISTRICT (THE "DISTRICT") RESERVES THE RIGHT, AT ANY TIME, TO MODIFY, ALTER, OR UPDATE THESE TERMS AND CONDITIONS, AND YOU AGREE TO BE BOUND BY SUCH MODIFICATIONS, ALTERATIONS, OR UPDATES.

PURPOSE

The District's Site is a nonpublic forum created by the District for purposes of providing information to the public regarding the District's official actions, laws and services. The District has not allowed any outside entity to use, publish upon or edit the Site.

PROVISIONS

A. Accuracy

Changes are made periodically to many District documents, including ordinances, regulations, guidelines, and schedules, and these changes may or may not be reflected in the materials or information present on the District's Site. In the event of a difference between the information on this Site and official information available at District offices, the official information shall prevail. Additionally, because the Site is frequently under development, materials and information may be deleted, modified or moved to a different part of the Site without advance notice.

B. Notices of Public Hearings

When the District places notices of items on this Site, schedule for upcoming public meeting or hearing, it does so only to facilitate public access to such information, as a supplement to the legally required methods of posting notices.

C. Email to District Officials and Employees

Persons submitting email comments or questions to the District or to District officials or employees should be aware that the District cannot guarantee, nor does it represent that such communications will remain private or confidential. Similar to mailed or delivered comments, comments received via email may become subject to public disclosure under the California Public Records Act and/or part of the discovery procedure in a civil lawsuit. Personal contact information supplied by a member of the public as part of such comments, such as mailing/home address or email address, may be subject to disclosure pursuant to the Public Records Act.

D. Email Comments on Public Hearings

Comments on public hearing items which are submitted by email will NOT automatically become part of the official record of such proceedings, unless required by law. Persons wishing to comment on public hearing items should attend the public hearing and express themselves in person at the hearing, or if the notice of a particular hearing allows written comments, then comments may be submitted in that manner.

E. Links to Other Websites

Links from the District's Site to other websites on the internet do not constitute an endorsement from the District. When users select a link to an outside website, they are leaving the District's Site and are subject to the privacy and security policies of the owners/sponsors of the external linked-to website. The District is not responsible for the content, quality, or accuracy of any off-site materials referenced or linked through the District's Site. By using the District's Site, the user acknowledges and accepts that the District is not responsible for any materials stored on other internet sites, nor is liable for any inaccurate, defamatory, offensive, or illegal materials found on other internet sites, and that the risk of injury from viewing, hearing, downloading, or storing such materials rests entirely with the user. The District does not exercise any editorial control over the information you may find at these locations, and disclaims any and all liability for and knowledge for their contents. The District does not endorse or recommend any third party website, product or services, unless otherwise noted.

F. Links to the District's Site

Advance permission to link to the District's Site is not necessary. The party linking to the District's Site, however, should be aware that the District's Site may change at any time without notice. Entities and individuals linking to the District's Site shall not capture pages within frames or present the District's content as its own, or otherwise misrepresent this Site's content or misinform users about the origin or ownership of its content. Any link to the District's Site should be a full forward link that passes the user's browser to the District's Site unencumbered. The web browser's "back" button should return the visitor to the originating site if the visitor wishes to back out of the site.

EXTERNAL WEBSITE LINK POLICY

The District permits the establishment of links to external websites on the District's official site solely in conformance with the purpose of the Site and this policy. The District imposes reasonable restrictions on the establishment of links to external websites and will not provide links to websites: containing corporate or commercial logos unless otherwise noted below; associated with or sponsored by or serving a candidate for elective office or a lobbying group; of home pages of individuals; promoting hate or exhibiting hate, bias, discrimination on any basis, obscenity or

otherwise defamatory content. Consistent with the foregoing policy, it is the District's policy to limit external links to the following kinds of entities and organizations:

1. Lamont Chamber of Commerce;
2. Other governmental agencies;
3. Public and private, bona fide educational institutions as defined in Education Code §210.1, or as described in Education Code §66010 (a) and (b), located within Kern County.

Entities and organizations wishing to establish external links on the District's official Site must submit a written request (email is acceptable) to the General Manager's Office which shall contain all information necessary to verify the facts stated and as may be necessary to establish that the proposed link is in compliance with this policy. The District reserves the right to 1) deny an external link application as to any person, business or organization when it is determined, following review of a request, that the entity or organization for which application is made does not meet the criteria set forth in this policy; 2) deny an external link application as to any person, business or organization which fails to provide all required information, or fails to provide truthful information; 3) remove any external link if the nature of the organization or business to which the link relates no longer complies with the District's external link policy; or 4) to revise this policy without prior notice when to do so is deemed to be in the best interests of the District; or 5) remove any external link without prior notice.

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PRIVACY STATEMENT

The District is highly sensitive to the privacy interests of its customers and believes that the protection of those interests is one of its most important responsibilities. In acknowledgement of its obligations, the District will not request any more information than is necessary to provide the highest level of service. Customer-specific data such as mailing/home address, phone number, and California identification provided to the District via the website for the purpose of receiving District services will only be used to provide the requested service and not for other purposes. During the course of an encrypted credit card transaction, the information is stored on a secured server. The District uses firewalls and other security technology to prevent our computers from being accessed by unauthorized persons. To perform this service, the District must, of course, pass encrypted information about the transaction between yours and the District's financial institution. The District will not share this information with any other third party.

NOTICE TO DISTRICT

Communications made through the District's Site shall in no way be deemed to constitute legal or official notice to the District, its agencies, officials, employees, representatives, or agents with respect to any existing, pending, or future claim or cause of action against the District or any of its agencies, officials, employees, representatives, or agents where notice is required by federal, state, or local law. No communication to the District made through this Site shall be deemed to constitute legal or official notice for any purpose.

Materials and information on the District's Site are provided as a public service and intended to afford general guidelines on matters of public interest. Accordingly, the information in this Site is not intended to serve as legal, accounting or tax advice. Except for external website materials, the materials and information on this Site were generated, compiled, or assembled at public expense and are freely available for non-commercial, non-profit making use, provided the user keeps intact all associated copyright, trademark, and other proprietary notices.

PROHIBITIONS

Attempts to upload information or change information on the District's Site are strictly prohibited unless specifically authorized in writing by the General Manager's Office. This prohibition does not apply to a user's submission of information via an on-line form created by the District for that purpose.

JURISDICTION

These terms and conditions shall be governed by and construed in accordance with the laws of the State of California, without given effect to any principles of conflict of laws. You agree that any action at law or equity arising out of or relating to these terms shall be filed only in the state or federal court located in Kern County, California and you hereby consent and submit to the personal jurisdiction of such court for the purposes of litigating any such action. If any of these terms or provisions shall be deemed unlawful, void, or any reason unenforceable, then that term or provision shall be deemed severable from the remaining terms and provisions and shall not affect the validity and enforceability of any remaining terms and provisions. This is the entire agreement relating to the subject matter herein and shall not be modified except in writing and signed by all authorized parties.

DISCLAIMER OF LIABILITY

THE LAMONT PUBLIC UTILITY DISTRICT SHALL NOT BE HELD LIABLE FOR ANY IMPROPER OR INCORRECT USE OF THE MATERIALS OR INFORMATION CONTAINED ON THIS SITE AND ASSUMES NO RESPONSIBILITY FOR ANY USER'S USE OF THEM. IN NO EVENT SHALL THE LAMONT PUBLIC UTILITY

DISTRICT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION OR LOSS OF USE, DATA, OR PROFITS) REGARDLESS OF CAUSE, AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SITE OR THE MATERIALS AND INFORMATION CONTAINED ON THIS SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, OR DESTRUCTION OF DATA, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

DISCLAIMER OF WARRANTIES/ACCURACY AND USE OF INFORMATION:
THE MATERIALS IN THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE TO APPLICABLE LAW, THE LAMONT PUBLIC UTILITY DISTRICT DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE TO ANY OF THE MATERIALS PROVIDED ON THIS SITE. THE LAMONT PUBLIC UTILITY DISTRICT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE LAMONT PUBLIC UTILITY DISTRICT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS SITE, OR THROUGH LINKS TO OTHER SITES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. USER (AND NOT THE LAMONT PUBLIC UTILITY DISTRICT) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

INDEMNIFICATION

To the extent permitted by applicable law, by using the District's Site, the user agrees to defend, indemnify, and hold harmless the District, its agencies, officials, employees, representatives, and agents from and against all claims and expenses, including attorneys' fees, arising out of the user's use of this Site or materials and information contained on this Site.