

## TOWNSHIP OF SCHAUMBURG ONLINE PRIVACY POLICY

Access to and use of the Township of Schaumburg's World Wide Web site (the "Web site") is provided subject to the following notices and disclaimers, which constitute terms and conditions governing use by all users of the Web site ("You" or "Your"). If You do not agree to any of these terms or conditions, You should not use the Web site.

The Township of Schaumburg is committed to protecting Your privacy and the security of Your visits to the Web site. Outlined below is the Township of Schaumburg's online privacy policy. If you have questions about this policy, please contact the township at the address listed below.

### Collection and Disclosure of Personal Information

The township may obtain Personal Information from You as a result of Your use of the Web site. "Personal Information" is information about an individual that is readily identifiable to that specific individual. Personal Information includes personal identifiers such as Your name, address, and phone number. A domain name or Internet Protocol address is not considered Personal Information.

The township does not collect Personal Information about You unless You voluntarily participate in an activity that asks for information (i.e. sending an e-mail, filling in and sending an application or a form, or participating in a survey). The township collects Your Personal Information in order to provide You with timely information via e-mail regarding events, resources and issues. If You choose not to participate in these activities, Your choice will in no way affect Your ability to use any other feature of the Web site.

It is the township's general policy not to make Personal Information available to anyone other than our employees, staff, and agents. The township maintains a variety of physical, electronic and procedural safeguards to protect your personal information. Also, the township restricts access to Personal Information to those who need such access in the course of their duties for the township. The township does not sell Personal Information. However, the township cannot guarantee absolute security or that unauthorized third parties will never be able to overcome our security measures. **You agree that the township has disclaimed all liability arising out of the disclosure of any information obtained from You, including Your Personal Information.**

If You voluntarily supply Personal Information, state law and the federal Privacy Act of 1974 (5 U.S.C. 552a) might protect it. However, this information is a public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law. [e.g., Electronic Communications Privacy Act (ECPA) (18 U.S.C. 2510-2520, 2701-2709); Illinois Freedom of Information Act (the "FOIA") (5 ILCS 140/1 et seq.); Data Processing Confidentiality Act (30 ILCS 585/0.01 et seq.).]

The Illinois Local Records Act (50 ILCS 205/1 et seq.) and the FOIA require the township to preserve records created or received by the township or its staff. Pursuant to these statutes, emails or messages sent to a township email account, information submitted via the Web site and comments posted or messages received via an official township web page will be treated as

public records and may be disclosed to the public and archived. The township does not share the information collected from You with other outside parties unless the information is subject to disclosure under the FOIA, or by court order or subpoena, or it is deemed necessary to release it to an authorized law enforcement agency. The township reserves the right to report any activities that the township believes in good faith to be unlawful. You acknowledge that the township may disclose any information obtained from You when required by law or regulation.

The township treats any comments You provide as public information. The township may, for example, provide Your comments or compilations of Your comments to township officials and other individuals participating in township government, without disclosing personal e-mail addresses. The township may also make Your comments available to the press or to the public.

**ALL PERSONAL INFORMATION VOLUNTARILY SUBMITTED BY YOU IS SUBJECT TO THE TERMS, CONDITIONS, DISCLAIMERS, AND NOTICES CONTAINED ABOVE AND BELOW AND WILL BE RETAINED IN ACCORDANCE WITH THE TOWNSHIP'S RULES AND REGULATIONS.**

### **Information That Is Automatically Collected and How It May Be Used**

The township logs IP addresses, which are the locations of computers or networks on the Internet. The township may analyze them in order to improve the value of the Web site. The township also collects aggregate numbers of page hits in order to track the popularity of certain pages and improve the value of the Web site. The township does not gather, request, record, require, collect or track any Internet users' Personal Information through these processes. However, even if You do nothing during Your visit to the Web site but browse or download information, the township may automatically collect and store information about Your visit.

### **Cookies**

A cookie is a small amount of data that is sent to your browser from a web server and stored on your computer's hard drive that helps a Web site or service recognize that user's unique computer. For example, a Web site may use a cookie to store and sometimes track information about your preferences or the pages you last visited. Cookies can be used to provide useful online features for their visitors, such as customized pages and personalized services. You can remove or block cookies by changing the settings of your browser.

Session specific cookies may be used on the township's website to improve the user experience and for basic web metrics. These cookies expire in a very short time frame or when a browser window closes.

### **Privacy of E-mail Lists**

As noted above, the township maintains e-mail lists to keep interested individuals informed about important topics. Individuals must affirmatively request to join an e-mail list. The township configures its list server software to refuse to divulge the e-mail addresses of the township's list subscribers to anyone other than those whom the township authorizes. However,

the township is not the author of this software. The township is not responsible for any failures in the software to preserve subscriber anonymity.

### **Opting Out and Modifying Information**

Subscribers to the township's e-mail list may terminate their subscriptions by contacting the township.

### **Children's Privacy**

Because the township cares about the safety and privacy of children online, the township complies with the Children's Online Privacy Protection Act of 1998 (COPPA). COPPA and its accompanying Federal Trade Commission regulation establish United States federal law that protects the privacy of children using the Internet. The township does not knowingly contact or collect personal information from children under 13. The Web site is not intended to solicit information of any kind from children under 13.

It is possible that by fraud or deception the township may receive information pertaining to children under 13. If the township is notified of this, as soon as the township verifies the information, the township will immediately obtain parental consent or otherwise delete the information from its servers. If you want to notify the township of the township's receipt of information by children under 13, please contact the township at the address listed below.

### **Disclaimer of All Warranties and Liability of the Township**

The Web site is provided for Your convenience and information only. The township does not warrant or represent that the content is accurate, adequate, complete, current, legal, reliable, or free from technical inaccuracies, typographical errors, or changes caused by a third party. The township also does not represent or warrant that Your access to the Web site will be free from interruptions, errors, computer viruses or other harmful components. The township has no duty to update the Web site or any of its content. The information contained on the Web site should not be construed in any way as giving business, legal, or other advice. The foregoing disclaimer applies to both isolated and aggregate uses of any information on the Web site.

Neither the township, nor any of its officers, employees, agents, or third party providers shall be held liable for any improper or incorrect use of the information described or otherwise contained on the Web site and each of them assumes no responsibility for Your use of the information or the Web site. In no event shall any of these persons be liable for any direct, indirect, incidental, special, exemplary, or consequential damages of any nature or kind however caused and under any theory of liability, which arise in any way out of Your use of the Web site or any third party provider's web site. 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 in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, strict liability, or under any other cause of action.

**The information contained on the Web site is provided "as is". All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights are disclaimed.**

Changes may be periodically made to the information on the Web site; these changes may or may not be incorporated in any new version of the Web site. If You have obtained information from any of the township's web pages from a source other than the Web site be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. You should pay careful attention to the contents of any data associated with a file, and You should contact the originator of the data or information with any questions regarding appropriate use. If You find any errors or omissions, we encourage You to report them to the township at the address listed below.

### **Disclaimer of Endorsements**

The township may be a distributor of content sometimes supplied by third parties and users. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, users, or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of the township and shall not be used for advertising or product endorsement purposes. Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by the township.

### **Disclaimer for External Links**

The township may have links to other, outside web sites that the township does not control. The township is not responsible for the content or privacy policies of these sites and users should check those policies on such sites. The township is not responsible for the contents of any off-site pages referenced. You specifically acknowledge that the township is not liable for the defamatory, offensive, or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with You. Links from the Web site on the World Wide Web to other sites do not constitute an endorsement from the township. These links are provided as an information service only. It is the responsibility of the web surfer to evaluate the content and usefulness of information obtained from other sites. The Web site may contain links to other related World Wide Web Internet sites and resources. Because the Township is not responsible for the availability of these outside resources or their contents, You should direct any concerns regarding any external link to its site administrator or webmaster.

### **Disclaimer of Duty to Continue to Provide Data**

Due to the dynamic nature of the Internet, resources that are free and publicly available one day may require a fee or restricted access the next, and the location of items may change as menus, homepages, and files are reorganized. You expressly agree that use of the Web site is at Your sole risk. The township does not warrant that the service will be uninterrupted or error free. The

documents and related graphics published on the Web site could contain technical inaccuracies or typographical errors. Changes are periodically added to the information herein. The township and its respective agencies and programs may make improvements and other changes in the information and programs described herein at any time.

**THE DISCLAIMERS ABOVE SHALL APPLY IN EVERY RESPECT TO ANY DAMAGE OR INJURY RESULTING TO YOU FROM THE RELEASE OF PERSONAL INFORMATION YOU PROVIDE THROUGH THE WEB SITE OR ANY OF THE TOWNSHIP'S THIRD PARTY PROVIDERS' WEB SITES. BY SUBMITTING THIS INFORMATION, YOU ACKNOWLEDGE AND AGREE THAT YOU WAIVE ANY AND ALL CLAIMS AGAINST THE TOWNSHIP, AND ITS OFFICERS, EMPLOYEES, AGENTS, OR THIRD PARTY PROVIDERS ARISING OUT OF THE RELEASE OF ANY PERSONAL INFORMATION YOU PROVIDE.**

### **Choice of Law**

Construction of the disclaimers above and resolution of disputes thereof are governed by the rules and regulations of the Township of Schaumburg and shall apply to all uses of this data and this system. By use of this system and any data contained therein, You agree that use shall conform to all applicable laws and regulations and You shall not violate the rights of any third parties. You voluntarily and freely submit to a court of competent jurisdiction in Cook County, Illinois, should any dispute arise between the Township and You.

### **Copyright**

This material is for the noncommercial use of the general public. The Fair Use guidelines of the U.S. copyright statutes apply to all material on the township Web site and linked agency Web pages. The township shall remain the sole and exclusive owner of all rights, title and interest in and to all specifically copyrighted information created and posted for inclusion in this system. Photographs and graphics on the township Web site are the property of the township, unless specifically stated otherwise. For copy or use of information on the Web site that is outside of the Fair Use provisions of copyright law, or if You have any questions on using material on the Township of Schaumburg Web pages, please contact the township at the address listed below. If permission to reproduce or redistribute is granted, the following statement shall be included on all reproduced information: "Reproduced with permission from the Township of Schaumburg, Illinois."

### **Changes To This Policy**

The township will revise or update this policy if the township's practices change, or as the township develops better ways to keep you informed about township government. You should refer back to this page often for the latest information and the effective date of any changes. If the township decides to change this policy, the township will post a new policy on the township Web site and change the effective date. Changes to the policy shall not apply retroactively.

If you have any questions or concerns, please contact the township at:

Township of Schaumburg  
One Illinois Boulevard.  
Hoffman Estates, Illinois 60169-3314  
Phone: (847) 884-0030  
Fax: (847) 884-0194  
TTY: (847) 884-1560  
[www.schaumburgtownship.org](http://www.schaumburgtownship.org)

Effective Date: June 23, 2010