

WEBSITE

TERMS OF USE

Effective Date: March 2026

PLEASE READ THESE TERMS CAREFULLY. THEY SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SITE.

Welcome to the City of Manchester TN website (the “Site”). By “Site”, we mean all features, functionality, applications, content, and downloads that are operated by us and that are available through or interact with the Site.

Acceptance of the Terms of Use

By visiting or otherwise using the Site in any manner, you accept and agree to be bound and abide by: (a) these Terms; (b) any guidelines, rules, or terms of service or sale setting forth additional or different terms and/or conditions applicable to your use of the Site or to a service or product offered via the Site (“Additional Terms”); and (c) our Privacy Policy, found at [PRIVACY POLICY](#), incorporated herein by reference. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

These Terms affect your legal rights, responsibilities and obligations and govern your use of the Site and are legally binding. If you do not wish to be bound by these Terms and any Additional Terms, do not use the Site and uninstall Site downloads and applications.

Updates to These Terms and Additional Terms

We may prospectively change these Terms and Additional Terms by posting new or changed terms on the Site as more fully explained [here](#).

Limitations on Your Remedies

Note that we provide the Site and Content “AS IS,” and our liability and your remedies are greatly limited. Please see the [“Disclaimer of Representations and Warranties; Limitations of Liability”](#) Section below for further details.

Waiver of Jury Trial and Class Actions

Note that these Terms include an agreement by you to waive jury trial and class actions. Please see the [“Dispute Terms; Class Action Waiver; Jury Trial Waiver”](#) Section below for further details.

1. OWNERSHIP; CONTENT; RIGHTS TO USE THE SITE AND CONTENT.

A. Content. The Site contains a variety of: (i) materials and other items relating to City Of Manchester TN and its products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Site, and the compilation, assembly, and arrangement of the materials of the Site and any and all copyrightable material (including source and object code); and (ii) copyrights, patents, trademarks, service marks, trade names and other intellectual property rights (collectively, **“Intellectual Property”**). All of the foregoing may be collectively referred to as **“Content”**.

B. Ownership. The Site and the Content are owned or controlled by City Of Manchester TN, our licensors, and certain other third-parties. All right, title, and interest in and to the Content available via the Site is the property of City Of Manchester TN, our licensors or certain other third-parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. City Of Manchester TN owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Site.

C. Your Rights to Use the Site and Content.

Subject to your strict compliance with these Terms and the Additional Terms, City Of Manchester TN grants you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to the City Of Manchester TN Licensed

Elements (as defined below). You may only, for your personal, non-commercial, lawful use the following (collectively, the “**City Of Manchester TN Licensed Elements**”):

(i) Display, download, view, use, and play the Content on a computer or other internet enabled or permitted device (“**Device**”) and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;

(ii) Stream the Content using any of the widgets and/or other digital streaming internet video players, if any, provided on the Site;

(iii) Subject to any applicable Additional Terms, if the Site includes a “Send to Friend,” social media sharing or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes content, or to post our content to third-party services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do not do so in any manner that violates applicable law or third-party rights or reflects negativity on us, and only send to recipients you have permission to contact;

(iv) If the Site includes a “Download” link next to a piece of content (including an image, an icon, a wallpaper, a music track, a video, an RSS feed), you may only download a single copy of such content to a single Device;

(v) Link to the Site from a website or other online service, so long as: (1) the links only incorporate text, and do not use any City Of Manchester TN names, logos, or images, (2) the links and the content on your website do not suggest any affiliation with City Of Manchester TN or cause any other confusion, and (3) the links and the content on your website do not portray City Of Manchester TN or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to City Of Manchester TN. City Of Manchester TN reserves the right to suspend or prohibit linking to the Site for any reason, in its discretion, without advance notice or any liability of any kind to you or any third-party; and

(vi) Use any other functionality expressly provided by City Of Manchester TN on or through the Site for use by users, subject to these Terms and any applicable

Additional Terms.

This limited license does not give you any ownership of, or any other intellectual property interest in, any Content, and may be immediately suspended or terminated for any reason, in City Of Manchester TN's discretion, and without advance notice or liability.

C. Rights of Others. In using the Site, you must respect the Intellectual Property and rights of City Of Manchester TN and others. Your unauthorized use of Content may violate the rights of others and applicable laws, and may result in your personal liability, including potential criminal liability. If you believe that your work has been infringed via the Site, see Section 4 below.

2. SITE AND CONTENT USE RESTRICTIONS.

A. Site Use Restrictions. You agree that you will not: (i) use the Site for any political or commercial purpose (including for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Site that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party, or are otherwise objectionable to City Of Manchester TN; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Site by any means whatsoever or modify any Site source or object code or any software or other products, services, or processes accessible through any portion of the Site; (v) engage in any activity that interferes with a user's access to the Site or the proper operation of the Site, or otherwise causes harm to the Site, City Of Manchester TN, or other users of the Site; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Site or any feature that restricts or enforces limitations on use of or access to the Site or the Content; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Site, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Site, other computer systems or networks connected to the Site, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable

Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Site, you will: (i) not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Site by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) not frame or utilize framing techniques to enclose any the Content (including any images, text, or page layout); (iii) keep intact all trademark, copyright, and other Intellectual Property and other notices contained in the Content; (iv) not use the Content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) not make any modifications to the Content (other than to the extent of your specifically permitted use of the City Of Manchester TN Licensed Elements, if applicable); (vi) not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit the Content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of City Of Manchester TN or, in the case of content from a licensor, the owner of the content; or (vii) not insert any code or product to manipulate the Content in any way that adversely affects any user experience or the Site.

C. Availability of Site and Content. City Of Manchester TN, in its discretion without advance notice or liability, may immediately suspend or terminate the availability of the Site and/or Content (and any elements and features of them), in whole or in part, for any reason.

D. Reservation of all Rights Not Granted as to Content and Site. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Site and Content. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY CITY OF MANCHESTER TN AND ITS LICENSORS AND OTHER THIRD PARTIES. Any unauthorized use of any Content or the Site for any purpose is prohibited.

3. NOTICES, QUESTIONS AND CUSTOMER SERVICE.

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. You agree to promptly notify us if you change your email or mailing address (if you have previously provided it to us).

If you have any questions or comments about these Terms, the Privacy Policy or the Site, please contact us by:

- E-mail: webadministrator@cityofmanchestertn.gov
- Regular Mail: City Of Manchester TN USA, Inc., Attention: Website Administrator, 200 W Fort Street Manchester TN 37355
- Phone: 931-728-4562 | 7am-4pm CST

Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.

4. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT.

A. DMCA Notice. City Of Manchester TN asks our users to respect the intellectual property rights of others. It is our policy to respond appropriately to clear notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act (“DMCA”), as set forth more fully below. In City Of Manchester TN’s discretion, City Of Manchester TN may remove content that may be infringing on another person’s intellectual property rights with or without notice to the potential infringer.

If we remove or disable access in response to a DMCA Copyright Infringement Notice, we will make a good faith attempt to contact the owner or administrator of the affected content so that they may make a counter-notification. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner’s) copyright in that work has been infringed by an improper posting or distribution of it via the Site, then you may send us a written notice that includes all of the following:

(i) a legend or subject line that says: “DMCA Copyright Infringement Notice”;

(ii) a description of the copyrighted work that you claim has been infringed or, if

multiple copyrighted works are covered by a single notification, a representative list of such works;

(iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the full URL of the page(s) on the Site on which the material appears);

(iv) your full name, address, telephone number, and email address;

(v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

(vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and

(vii) your electronic or physical signature.

City Of Manchester TN will only respond to DMCA Notices that it receives by mail or email at the following addresses (and such addresses shall also be the notice address for other types of intellectual property infringement claim notices):

- E-mail: webadministrator@cityofmanchestertn.gov
- Regular Mail: City Of Manchester TN USA, Inc., Attention: Website Administrator, 200 W Fort Street Manchester TN 37355
- Phone: 931-728-4562 | 7am-4pm CST

It is often difficult to determine if your copyright has been infringed. City Of Manchester TN may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and City Of Manchester TN may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting City Of Manchester TN's other rights, City Of Manchester TN may, in appropriate circumstances, terminate a repeat infringer's access to the Site and any other website owned or operated by City Of Manchester TN.

B. Counter-Notification. If access on the Site to a work that you submitted to City Of Manchester TN is disabled or the work is removed as a result of a DMCA Copyright Infringement Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

(i) a legend or subject line that says: "DMCA Counter-Notification";

(ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) on the Site from which the material was removed or access to it disabled);

(iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

(iv) your full name, address, telephone number, email address, and the username of your Account;

(v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Site. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

5. PRODUCT SPECIFICATIONS; PRICING; ERRORS.

We strive to accurately describe our products or services offered on the Site; however, we do not warrant that such specifications, pricing, or other content on the Site is complete, accurate, reliable, current, or error-free. City Of Manchester TN shall have the right to refuse or cancel any orders in its discretion. Your orders are offers to purchase subject to our acceptance, which we may reject or cancel subject to refund. If we charged your credit or other account prior to rejection or cancellation, we will reissue credit to your account. Additional Terms may apply. If a product you purchased or accepted from City Of Manchester TN is not as described, as permitted by applicable law, your sole remedy is to return it, to cancel the purchase and receive a credit for the purchase price.

6. THIRD PARTIES

A. Linked Sites. The Site may contain links, as part of third-party ads on the Site or otherwise, to or from third-party websites, contents or resources (collectively, “**Linked Sites**”), including websites operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with City Of Manchester TN. City Of Manchester TN: (i) may have no control over the content, operations, policies, terms, or other elements of Linked Sites; (ii) does not assume any obligation to review any Linked Sites; (iii) does not endorse, approve, or sponsor any Linked Sites, or any third-party content, advertising, information,

materials, products, services, or other items; (iv) is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites; and (v) will under no circumstances be liable for any loss or other damage caused by the exhibition, distribution or exploitation of any information or content contained within these third-party Linked Sites. Any activities you engage in connection with any of the Linked Sites are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Linked Sites. City Of Manchester TN disclaims all liability in connection therewith.

B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Site (including on or via Linked Sites or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). City Of Manchester TN disclaims all liability in connection therewith.

7. DISPUTE TERMS; CLASS ACTION WAIVER; JURY WAIVER.

A. Forum Selection/Jurisdiction. Jurisdiction and venue for any controversy, allegation, or claim arising out of or relating to the Site, the Content, these Terms, or any applicable Additional Terms, (collectively, "Dispute") shall be in Coffee County, Tennessee. Each party submits to personal jurisdiction and venue in Coffee County, Tennessee for any and all purposes.

B. Governing Law. These Terms and any applicable Additional Terms, Disputes, and any other claim related to the Site, Content, City of Manchester TN Licensed Elements, or other City of Manchester TN products or services, will be governed by, construed, and resolved in accordance with, the laws of the State of Tennessee, U.S.A., without regard to its conflicts of law provisions that might apply the laws of another jurisdiction.

C. Waiver of Injunctive Relief. AS PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SITE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND

THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY ANY CITY OF MANCHESTER TN PARTY (DEFINED BELOW) OR A LICENSOR OF ANY CITY OF MANCHESTER TN PARTY.

D. Class Action Waiver. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BOTH THE CITY OF MANCHESTER, TN AND YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS AND WILL NOT BE PURSUED AS A CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION. NEITHER PARTY SHALL HAVE THE RIGHT TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION.

E. Jury Waiver. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES; LIMITATIONS OF OUR LIABILITY.

A. Disclaimers.

YOUR ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK AND THE SITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. Except for any specific warranties provided herein or in any Additional Terms, City Of Manchester TN and their direct and indirect parents, subsidiaries, affiliates, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, "**City Of Manchester TN Parties**") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, the Site, Content, City Of Manchester TN Licensed Elements, whether the Site or the servers that make the Site available are free from any harmful components, whether the information on the Site is accurate, complete, correct, adequate, useful, timely or reliable, or other

City Of Manchester TN products or services.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ANY APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, CITY OF MANCHESTER TN PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

B. LIMITATIONS OF OUR LIABILITY.

UNDER NO CIRCUMSTANCES WILL ANY CITY OF MANCHESTER TN PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including loss of profits, in connection with, or otherwise directly or indirectly related to (i) the Site, (ii) Content, (iii) the City Of Manchester TN Licensed Elements, (iv) your use of or inability to use the Site or the performance of the Site, (v) any errors or omissions in the Site's technical operation, (vi) any damage to any user's computer, hardware, software or other equipment or technology, or (vii) other City Of Manchester TN products or services, except, to the extent not waivable under applicable law, for direct damages for personal injury caused by a physical product manufactured, sold or provided by City Of Manchester TN.

The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if City Of Manchester TN Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of God, telecommunications failure, or destruction of the Site).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CITY OF MANCHESTER TN PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SITE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID CITY OF MANCHESTER TN IN

CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S).

C. NOTWITHSTANDING THE FOREGOING, THIS SECTION 8 DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY CITY OF MANCHESTER TN PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY CITY OF MANCHESTER TN PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) CITY OF MANCHESTER TN PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY CITY OF MANCHESTER TN PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST CITY OF MANCHESTER TN PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

9. CHANGES TO TERMS OF USE.

We may periodically revise and update these Terms of Use and in our discretion, by posting them on the Site (or in any other reasonable manner of notice which we elect). All changes are effective immediately when we post them (or such later date as may be specified in them), and apply to all access to and use of the Site. Each time you sign in to or otherwise use the Site you are entering into a new agreement with us on the then applicable terms and conditions, and your use of the service after such notice constitutes your agreement to the new terms. In the event any notice to you of new, revised, or additional terms is determined by a court of competent jurisdiction to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You are expected to check the posted Terms and any applicable Additional Terms each time you use the Site so you are aware of any changes, as they are binding on you. You can reject any new, revised or Additional Terms by discontinuing use of the Site.

10. GENERAL PROVISIONS.

A. City Of Manchester TN's Consent or Approval. As to any provision in these Terms or any applicable Additional Terms that grants City Of Manchester TN a right of consent or approval or permits City Of Manchester TN to exercise a right in its "discretion," City Of Manchester TN may exercise that right in its sole and absolute discretion. No City Of Manchester TN consent or approval may be deemed to have been granted by City Of Manchester TN without being in writing and signed by an

officer of City Of Manchester TN.

B. Indemnity. You shall defend (if requested by City Of Manchester TN), indemnify, and hold City Of Manchester TN Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any City Of Manchester TN Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your use of the Site and your activities in connection with the Site; (ii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iii) your violation or alleged violation of any laws, rules or regulations in connection with your use of the Site or your activities in connection with the Site; (iv) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (v) any misrepresentation made by you; and (vi) City Of Manchester TN Parties' use of the information that you submit to us subject to our [Privacy Policy](#) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by City Of Manchester TN Parties, in the defense of any Claim and Losses. Notwithstanding the foregoing, City Of Manchester TN Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses, and reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a City Of Manchester TN Party. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

C. Operation of Site; Availability of Products and Sites; International Issues. The Site is operated from within the United States. We make no representation or warranty that the Site, or any content or other materials available on the Site, are appropriate or available for access or use in other locations. Those who access the Site from outside the United States do so on their own initiative and are responsible for compliance with local laws and regulations, if and to the extent such local laws and regulations are applicable. We reserve the right to limit the availability of the Site and/or the provision of any Content, product, service, or other feature described or available on the Site to any person, entity, geographic area, or jurisdiction, at any time and in our discretion, and to limit the quantities of any Content, product, service, or other feature that we provide.

D. Export Controls. You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software related to the Site to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

E. Severability; Interpretation. If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

F. Investigations; Cooperation with Law Enforcement; Termination; Survival. City Of Manchester TN reserves the right to: (i) investigate any suspected breaches of its Site security or its information technology or other systems or networks; (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms; (iii) use any information obtained by City Of Manchester TN in accordance with its [Privacy Policy](#) in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by City Of Manchester TN to comply with law enforcement requests or legal requirements in accordance our [Privacy Policy](#); (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters; (v) prosecute violators of these Terms and any applicable Additional Terms; and (vi) discontinue the Site, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to City Of Manchester TN under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Site, or upon notice from City Of Manchester TN, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Site. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to City Of Manchester TN in these Terms, as well as the indemnities, releases, disclaimers,

and limitations on liability and the provisions regarding jurisdiction, choice of law, and waivers of class actions and jury trials.

G. Assignment. City Of Manchester TN may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of City Of Manchester TN.

H. Complete Agreement; No Waiver. These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Site and supersede any prior agreements, representations, warranties, assurances or discussion related to the Site. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or City Of Manchester TN in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

I. Construction. For the purposes of these Terms: “including (include)” means “including (include), without limitation;” and “herein,” “hereunder,” and “hereof” refer to these Terms of Use, and not to the specific section in which that term occurs.

11. ACCESSIBILITY.

City Of Manchester TN is committed to the Site and Content accessible and user friendly to everyone. If you are having difficulty viewing or navigating the Content, or notice any Content, feature, or functionality that you believe is not fully accessible to people with disabilities, please contact us [here](#) (with “Disabled Access” in the subject line of any e-mail) and provide a description of the specific feature you feel is not fully accessible or a suggestion for improvement. We take your feedback seriously and will consider it as we evaluate ways to accommodate all of our customers and our overall accessibility policies. While we do not control our third-party vendors of digital content, we encourage such vendors to provide content that is accessible and user friendly.

