

MASS NOTIFICATION SERVICE AGREEMENT

DESCRIPTION

The Borough of Ogdensburg (“Borough”) has contracted with Intrado Interactive Services Corporation d/b/a GroupCast (“GroupCast”) to provide Mass Notification Services (“Services”) to registered users via voice message, e-mail, and text message. The Services are meant to provide geographically relevant information such as road closures, utility updates, and other Borough-wide notifications (collectively “Content” or “Communication”). These Services are not a substitute for, nor do they replace existing emergency notification and communication systems, or public safety systems that independently provide alerts, advisories, statements, warnings, forecasts, and emergency services.

Before you may access or use the Services, you must indicate your understanding and acceptance of the following “Disclaimer,” “Limitation of Liability,” and “Release.” By registering for these Services, you agree to be bound by these terms of agreement which govern your use. By using the Services, you understand and agree that such use will constitute acceptance of these terms of agreement from that point onwards. If you do not agree to the terms of this agreement, you may not use the Services. Standard cell phone rates and charges will apply and are the sole responsibility of the user.

By checking the box “I agree” you expressly agree that you fully understand this agreement and agree to be bound by same.

DISCLAIMER

THE SERVICES (INCLUDING ALL FEATURES THEREOF) AND THE CONTENT ARE PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE BOROUGH, ITS SERVICE PROVIDERS AND BOROUGH LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, OR INTEGRATION.

NEITHER THE BOROUGH NOR ITS SERVICE PROVIDERS NOR ITS LICENSORS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE (1) REGARDING THE RELIABILITY, USEFULNESS, ADEQUACY, SUITABILITY, COMPLETENESS, TIMELINESS, OR VALIDITY OF THE SERVICES OR THE CONTENT, NOR (2) THAT THE CONTENT IS FREE FROM ANY VIRUSES, ADWARE, RANSOMWARE, SPYWARE, “TROJAN HORSES,” “WORMS,” “EXPANDERS,” “DROPPERS” OR ANY OTHER TYPE OF DESTRUCTIVE OR MALICIOUS COMPUTER OR MOBILE PHONE VIRUS OR MALWARE (BY WHATEVER NAME IT IS CALLED), OR ANY UNAUTHORIZED COMPUTER OR MOBILE PHONE SOFTWARE OR CODE WHICH IS ATTACHED TO, OR MADE A PART OF, THE SERVICES OR THE CONTENT BY ANY PERSON, GROUP OR ORGANIZATION. NEITHER THE BOROUGH, NOR ITS SERVICE PROVIDERS NOR ITS LICENSORS ARE RESPONSIBLE FOR THE CONTENT OR ANY INFORMATION, COMMUNICATION, OR MATERIAL DEVELOPED, POSTED, SENT, LINKED OR UPLOADED BY AN UNAUTHORIZED THIRD PARTY.

DO NOT RELY ON THE SERVICES FOR ANY EMERGENCY COMMUNICATION TO LAW ENFORCEMENT OR FIRST RESPONDERS. IN THE EVENT OF AN EMERGENCY, PLEASE DIAL 911. YOU ARE SOLEY RESPONSBLE FOR PROCURING EMERGENCY SERVICES AND THE BOROUGH (AND ITS OFFICERS, EMPLOYEES, AGENTS, DEPARTMENTS, AGENCIES, BOARDS, AND COMMISSIONS) ARE NOT RESPONSIBLE FOR, AND YOU EXPRESSLY,

IRREVOCABLY, AND UNCONDITIONALLY RELEASE THE BOROUGH (AND ITS OFFICERS, EMPLOYEES, AGENTS, DEPARTMENTS, AGENCIES, BOARDS, AND COMMISSIONS) FROM, ANY CLAIMS RELATED TO YOUR FAILURE TO INDEPENDENTLY OBTAIN OR USE SUCH SERVICES.

LIMITATION OF LIABILITY

You acknowledge that the Borough has no control over the effects the Content or any Communication may have on you; how you may interpret or use the Content or any Communication; or what actions you may take as a result of having been exposed to the Content or any Communication. You understand that by using the Services, you may be exposed to Content that might be inappropriate. Under no circumstances will the Borough be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted or sent by voice message, e-mail, text message or other transmission.

THE BOROUGH SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE SERVICES OR CONTENT. THE BOROUGH DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES), RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR THE CONTENT, INCLUDING, WITHOUT LIMITATION, (A) ANY THIRD PARTY WEB SITES, SERVICES, OR CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH THE SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN THE SERVICES); (B) THE TERMINATION OF YOUR ACCESS TO THE SERVICES; (C) ANY ERRORS IN, OR OMISSIONS FROM, THE CONTENT OR ANY COMMUNICATIONS (INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS); (D) THE COMPLETE OR PARTIAL UNAVAILABILITY OF THE SERVICES OR THE CONTENT; (E) YOUR USE OF, OR INABILITY TO USE, THE SERVICES; (F) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SERVICES; (G) ANY VIRUSES, ADWARE, RANSOMWARE, SPYWARE, "TROJAN HORSES," "WORMS," "EXPANDERS," "DROPPERS" OR ANY OTHER TYPE OF DESTRUCTIVE OR MALICIOUS COMPUTER OR MOBILE PHONE VIRUS OR MALWARE (BY WHATEVER NAME IT IS CALLED), OR ANY UNAUTHORIZED COMPUTER OR MOBILE PHONE SOFTWARE OR CODE WHICH IS ATTACHED TO, OR MADE A PART OF, THE SERVICES OR THE CONTENT BY ANY PERSON, GROUP OR ORGANIZATION; (H) ANY ACTIONS TAKEN OR OMISSIONS MADE BY YOU OR ANY THIRD PARTY AS A DIRECT OR INDIRECT RESULT OF THE SERVICE OR (I) ANY DELAY IN TRANSMISSION OR FAILURE TO TRANSMIT ANY COMMUNICATION, OR ANY DELAY IN YOUR RECEIPT OR YOUR FAILURE TO RECEIVE ANY COMMUNICATION.

RELEASE

You hereby irrevocably and unconditionally release the Borough (and its officers, employees, agents, departments, agencies, boards, and commissions) from any and all claims for damages (actual or consequential), costs or expenses of any kind or nature whatsoever that you may have against the Borough (and its officers, employees, agents, departments, agencies, boards, and commissions) arising out of or in any way related to the Services, the Content, any law enforcement agencies or public safety officials, or your failure to independently obtain emergency services. You hereby agree to waive all laws that may limit the efficacy of such releases.

