

## **Mobile Terms Of Service For Using Our Dallas app**

### **1. Acceptance Of Terms**

The Mayor and City Council of Dallas ("City") provides the Our Dallas app for smart phones ("Our Dallas app") to you subject to the following Terms of Service ("Terms") which may be updated or modified by us from time to time without notice to you. In addition, unless explicitly stated otherwise, any new features that augment or enhance Our Dallas app which are added at a future time are covered by the Terms. If there is a conflict between the Terms and the additional terms, the additional terms will control for that conflict.

It is recommended that you look at the Terms regularly. Notice of modifications will be posted on this page and will not apply retroactively, but will become effective no later than fourteen (14) days after the date of posting. Changes relating to a new function or for legal reasons will be effective immediately. You should discontinue use of Our Dallas app should you disagree with any of the Terms.

You are responsible for obtaining access to Our Dallas app; that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees.

You understand that the technical processing and transmission of the Our Dallas app services, including your reports, may involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices; and (c) the receipt of approximately 4 messages each month.

By accessing and using Our Dallas app, you accept and agree to be bound by the Terms.

### **2. Description Of Our Dallas app**

Our Dallas app provides users with an application to report service issues/requests to the City and check on the status of those reports. It also provides users the opportunity to share those reports (type of request, photo and text), if desired, on the application. Further, Our Dallas app allows constituents the opportunity to view reports submitted by other users who have requested that particular reports be shared.

### **3. Your Registration Obligations**

If you provide any information that is untrue, inaccurate, offensive, not current or incomplete, or the City has reasonable grounds to suspect that such information is untrue, inaccurate, offensive, not current or incomplete, the City has the right to do any or all of the following; delete the information, suspend or terminate your account, and refuse any and all current or future use by you of the Our Dallas app services (or any portion thereof).

### **4. City Public Records Policy**

Registration data as well as service requests you submit using Our Dallas app are subject to all applicable public records laws.

## **5. Member Conduct**

You understand that all information, data, text, photographs, graphics or other materials ("Content"), whether marked by the user as shared or not, are the sole responsibility of the person from whom such Content originated. This means that you, and not the City, are entirely responsible for all Content that you submit or otherwise make available via Our Dallas app. The City does not control the Content posted via Our Dallas app and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using Our Dallas app, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will the City 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 submitted or otherwise made available via Our Dallas app.

We are under no obligation to enforce this Terms on your behalf against another user. While we encourage you to let us know if you believe another user violated this Terms, we reserve the right to investigate and take appropriate action at the City's sole discretion.

### **You agree to not use Our Dallas app to:**

- (a) submit Content that is false or inaccurate;
- (b) submit Content that does not generally pertain to the designated topic or theme;
- (c) submit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or otherwise objectionable;
- (d) submit or otherwise make available any Content that is hateful or otherwise objectionable due to its characterization of any person's race, ethnicity, disability, religion, gender, gender identity, sexual orientation or age.
- (e) harm minors in any way;
- (f) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (g) submit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure Terms);
- (h) submit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- (i) submit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of communication not relevant to specific City service requests;
- (j) submit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- (k) intentionally or unintentionally violate any applicable local, state, national or international law;
- (l) "stalk" or otherwise harass another; or
- (m) collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs (a) through (I) above.

You acknowledge that the City may or may not pre-screen Content that is shared, but that the City and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via Our Dallas app. Without limiting the foregoing, the City and its designees shall have the right to remove any Content that violates this Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge, consent and agree that the City may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- (i) comply with legal process;
- (ii) enforce these Terms;
- (iii) respond to claims that any Content violates the rights of third parties;
- (iv) respond to your requests for customer service; and/or
- (v) protect the rights, property or personal safety of the City, its users and the public.

You may not attempt to override or circumvent any of the usage rules embedded into Our Dallas app. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on Our Dallas app, in whole or in part, is strictly prohibited.

You may not trace any information of any other Our Dallas app user or visitor or otherwise use Our Dallas app for the purpose of obtaining information of any other Our Dallas app user.

You may not modify or create derivative works of Our Dallas app, decompile or reverse engineer Our Dallas app or otherwise attempt to create the source code from Our Dallas app, or in any way attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of Our Dallas app.

You may not attempt to gain unauthorized access to Our Dallas app or the computer systems and networks connected to Our Dallas app through hacking, password mining, or any other means.

You may not use any robot, spider, search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of Our Dallas app or any City content. You may not access, retrieve or index any portion of Our Dallas app for purposes of constructing a searchable database of data collected by Our Dallas app.

You may not take any action that imposes, or may impose, in the City's sole discretion, an unreasonable or disproportionately large load on the City's technology infrastructure or otherwise make excessive traffic demands of Our Dallas app.

## **6. Content Submitted On Our Dallas app**

With respect to Content you submit on Our Dallas app, you give the City a worldwide license to use, distribute, reproduce, modify, adapt, and publicly display such Content for the purposes of promoting Our Dallas app or any other City-related service. This license continues even if you cease using Our Dallas app and does not terminate.

## **7. Submissions To The City**

By submitting ideas, suggestions, documents, and/or proposals ("Submissions") to the City through its suggestion or feedback pages, you acknowledge and agree that:

- (a) your Submissions do not contain confidential or proprietary information;
- (b) the City is not under any obligation of confidentiality, express or implied, with respect to the Submissions;
- (c) the City shall be entitled to use or disclose (or choose not to use or disclose) such Submissions for any purpose, in any way, in any media worldwide;
- (d) the City may have something similar to the Submissions already under consideration or in development;
- (e) your Submissions automatically become the property of the City without any obligation of the City to you; and/or
- (f) you are not entitled to any compensation or reimbursement of any kind from the City under any circumstances.

## **8. Indemnity**

You agree to indemnify and hold the City and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand (including reasonable attorneys fees) arising out of, relating to or due to:

- (a) Content you submit or otherwise make available through Our Dallas app;
- (b) Your use of Our Dallas app;
- (c) Your connection to Our Dallas app;
- (d) Your violation of this Terms; and/or
- (e) Your violation of any Rights of another.

## **9. No Commercial Reuse Of Our Dallas app**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, Our Dallas app.

## **10. Modifications To Our Dallas app**

The City reserves the right at any time and from time to time to modify, or discontinue, temporarily or permanently, Our Dallas app (or any part thereof) with or without notice. You agree that the City shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Our Dallas app (or any part thereof).

## **11. Termination**

You agree that the City may, without prior notice, immediately terminate, limit your access to or suspend your Our Dallas app service. Cause for such termination, limitation of access or suspension shall include but not be limited to:

- (a) breaches or violations of this Terms or other incorporated Terms or guidelines;
- (b) requests by law enforcement or other government agencies;
- (c) discontinuance or material modification to Our Dallas app (or any part thereof);
- (d) unexpected technical or security issues or problems;
- (e) extended periods of inactivity; or
- (f) engagement by you in fraudulent or illegal activities.

Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in the City's sole discretion and that the City shall not be liable to you or any third party for any termination of your account, any associated email address, or access to Our Dallas app.

## **12. Links**

The City may provide links to other World Wide Web sites or resources. You acknowledge and agree that the City is not responsible for the availability of such external sites or resources.

Our Dallas app may facilitate your use of third party services not provided by the City ("Third Party Services"). The City makes no representations or warranties regarding the performance of such Third Party Services, their compliance with applicable laws and regulations, or any other aspects of such Third Party Services. Your use of Third Party Services is at your own risk and you are solely responsible for complying with all legal and contractual requirements necessary for using Third Party Services.

## **13. The City's Proprietary Rights**

You acknowledge and agree that Our Dallas app contains proprietary and confidential information that is owned by the City and protected by applicable intellectual property and other laws. You will not use such proprietary information in any way whatsoever except for use of Our Dallas app in compliance with the provisions of this Terms.

## **Disclaimer Of Warranties**

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- (a) YOUR USE OF OUR DALLAS APP IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT
- (b) THE CITY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT:
  - (i) OUR DALLAS APP WILL MEET YOUR REQUIREMENTS;
  - (ii) OUR DALLAS APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERRORFREE;
  - (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR DALLAS APP WILL BE ACCURATE OR RELIABLE;
  - (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; OR
  - (v) OUR DALLAS APP WILL BE FREE FROM CORRUPTION, VIRUSES, HACKING, OR OTHER SECURITY INTRUSION.

**14. Limitation Of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE CITY SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM:

- (a) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES;
- (b) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES;
- (c) ANY CONTENT OBTAINED FROM THE SERVICES; OR
- (d) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE CITY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

YOU EXPRESSLY AGREE THAT THE CITY IS NOT RESPONSIBLE FOR ANY CONTACT OR INTERACTION BETWEEN YOU AND ANY OTHER USER OF OUR DALLAS APP AND THAT YOU BEAR THE SOLE RISK OF TRANSMITTING THROUGH THE APPLICATION

ANY CONTENT, INCLUDING INFORMATION WHICH IDENTIFIES YOU OR YOUR LOCATION.

YOU AGREE THAT THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE CITY AND YOU AND THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED UPON ALLOCATION OF RISK BETWEEN YOU AND THE CITY. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY THE CITY WOULD NOT PROVIDE OUR DALLAS APP TO YOU.

## **15. Notice**

It is recommended that you look at the Terms regularly. Notice of modifications will be posted on this page and will not apply retroactively, but will become effective no later than fourteen (14) days after the date of posting; provided, however, that changes relating to a new function or for legal reasons will be effective immediately. You should discontinue use of Our Dallas app should you disagree with any of the Terms.

The City, at its sole option, may additionally provide you with notice of modifications regarding Our Dallas app, including changes to the Terms, via email, SMS, text message, postings on Our Dallas app, or any other means now known or hereafter developed. Failure to provide such additional notice shall not constitute waiver of the modification of the Terms.

## **16. Minor**

You represent that you are 13 years of age or older and, if you are under the age of 18, you either are an emancipated minor, or have obtained the legal consent of your parent or legal guardian to accept and agree to be bound by the terms and provisions of the Terms.

If you have agreed to allow your minor child, or a child for whom you are legal guardian ("Minor"), to use Our Dallas app, you agree that you shall be solely responsible for: (a) the online conduct of such Minor, (b) monitoring such Minor's access to and use of Our Dallas app, and (3) the consequences of any use of Our Dallas app by such Minor.

## **17. Governing Law And Venue**

The Terms are governed by the laws of the State of Texas without regard to any conflict of law provisions. You agree that any claim or dispute with the City relating in any way to your use of Our Dallas app shall be brought exclusively before a state or federal court sitting in Dallas County and you irrevocably waive any jurisdictional, venue, or inconvenient forum objections to such courts.

## **18. Miscellaneous**

These Terms constitutes an agreement between you and the City with respect to your use of Our Dallas app, superseding any prior version of the Terms, which represented the agreement between you and the City with respect to Our Dallas app.

If any provision of these Terms shall be unlawful, void, or unenforceable, then that provision shall be deemed severed from the Terms and shall not affect the validity or enforceability of the remaining provisions of the Terms.

The City's failure to assert any right or provision under the Terms shall not constitute a waiver of such right or provision.

You agree that any cause of action arising out of or related to your use of Our Dallas app must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

T-Mobile requires us to include the following statement as condition of T-Mobile allowing its customers to access the Our Dallas app:

T-Mobile is not liable for delayed or undelivered messages.

The section titles in the Terms are for convenience only and have no legal or contractual effect.