



TERMS OF USE AND PRIVACY POLICY

The City offers *Oxnard 311* as a means for residents to report problems to the City like graffiti, potholes, and the like, in order to encourage participation in City government, deliver effective service to the public, and create a better Oxnard for everyone.

By using *Oxnard 311*, you are agreeing to the following Terms of Use and Privacy Policy, in addition to Accela's terms of use (<https://www.accela.com/terms/>).

APPROPRIATE USE OF SERVICES

You may not use Oxnard 311 for any of the following purposes:

- To commit a criminal offense or to encourage others to engage in any conduct that would constitute a criminal offense;
- To cause any harm that would result in the payment of damages, or encourage others to cause such harm;
- To impersonate a person or entity, or to claim a relationship with or represent any person or entity you are not authorized to represent;
- To upload any malicious content that may impact *Oxnard 311*, the City's servers or networks, or the hardware or software of any other person who accesses them; or
- To upload, post, or otherwise transmit any materials that you do not have the right to transmit (like uploading a copyrighted photograph).

The City reserves the right to suspend your access to *Oxnard 311* if the City has reason to believe that your access is being used for any of the prohibited purposes listed above (or for any other inappropriate or unlawful use). If the City has a way to contact you, City staff will do their best to let you know about the suspension. If you believe your account has been suspended unfairly, please contact Oxnard311@oxnard.org.

CREATING AN ACCOUNT:

In order to access *Oxnard 311*, you will be required to create an account. When creating an account, you must ensure that all the information provided by you is current, accurate, and complete and that you'll keep the information as updated as possible. You agree to never use another's account without permission. You are solely responsible for the activity that occurs on your account. You agree to keep your account password secure. **You must notify the City as soon as possible of any breach of security or unauthorized use of your account. You agree to be bound by Accela's terms of use (<https://www.accela.com/terms/>).**

Oxnard 311 services are an additional service provided to constituents as an alternative method for interacting with the City in-person. However, the City can remove *Oxnard 311*, or access to those services, at the City's discretion.

INDEMNITY CLAUSE

To the fullest extent permitted by law, you acknowledge and agree to indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission by you, your agents, officers, employees, or subcontractors in any way connected with your use of our Services, your violation of these Terms, or the infringement, or alleged infringement, by you of any intellectual property or other rights of any person or entity.

DISCLAIMERS

Availability

Oxnard 311 is subject to forces outside the City's control (like the Internet), so it's possible that some services may not be available at certain points. The City is not liable for issues in *Oxnard 311* availability.

USER-GENERATED CONTENT

USER-GENERATED CONTENT FEATURED WITHIN OXNARD 311

When using *Oxnard 311*, you may upload content that is user-generated. This means the content was created by a member of the public, not someone affiliated with the

City. For example, user-generated content could be an *Oxnard 311* ticket including a photograph of a pothole submitted by a member of the public.

If you are creating content you know will be posted publicly on *Oxnard 311*, you agree not to post anything illegal, obscene, threatening, or fraudulent (you have to be who you say you are). If you do not follow these rules, the City may remove the publicly posted content. Also, remember that any information submitted to the City is subject to the California Public Records Act, Government Code Section 6250 et seq.

Keep in mind: if you post content on *Oxnard 311*, you are granting the City permission to use your content for non-commercial purposes.

Oxnard 311 users may report objectionable user-generated content by emailing the City at Oxnard311@oxnard.org.

PRIVACY POLICY

INFORMATION WE AUTOMATICALLY COLLECT AND RECEIVE

Some information is automatically collected when you use *Oxnard 311*. As with many applications and websites, we use server logs, cookies, metadata, and geocodes. The information automatically collected may include, but is not limited to:

- the domain name of your Internet Service Provider and/or your computer
- the IP address from which you access our website
- your browser type (e.g., Google Chrome, Internet Explorer, or Mozilla Firefox)
- your operating system (e.g., Windows or Mac)
- the type of device you are using
- the date and time you accessed our Services
- location data
- the pages you visited, as well as any applications or forms used, and
- the Uniform Resource Locator (“URL”) of the webpage that linked you to our Services.

We do not collect this information to provide targeted advertising. We collect this information in order to help us better analyze and improve our *Oxnard 311* services. This information allows us to learn how many visitors we have, where they are coming from, and which of our services are of most interest to users. We analyze

traffic to our services in various ways, including using third-party services. We reserve the right to change analytic service providers at any time, with or without notice.

INFORMATION YOU AFFIRMATIVELY PROVIDE TO US

While some information is automatically collected when you visit Oxnard 311, there are also times you may provide us with additional information. These could include:

User submissions

Oxnard 311 allows users to submit suggestions, comments, or requests to the City. This could be by emailing the City, filling out an online form, or reporting a problem via *Oxnard 311*. This data may include personally identifiable information such as a name and email address. If you send the City a message via email or through an online form, the City will use that information to respond to the request.

User accounts

Creating an *Oxnard 311* account may involve the submission of personally identifiable information. This could include a display name, password, e-mail address, full name, mailing address, telephone number, etc.

The City will not use any of this information to send commercial or marketing messages. Nor will the City sell this information for any purpose. The City may use this information to notify you of major changes to *Oxnard 311* services or provide you with customer service.

CHANGES TO THIS POLICY

The City reserves the right to change the terms of this policy at any time.