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Indemnity

4. You agree to indemnify, defend and hold harmless the City of Provo, its officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of any aspect of this Website, your violation of these terms of use, or your infringement of any intellectual property or other right of any person or entity.

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6. Some parts of this website may require you to enter a password and account designation upon completion of a registration process. If this applies to you, you are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your password and account. You agree to notify the City of Provo immediately of any unauthorized use of your password or account or any other breach of security. Provo City will not be liable for any loss or damage that you may suffer as a result of someone else using your password or account.

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8. By accessing this website, you agree that you shall not knowingly use it to transmit, retrieve, or store any communications which are of a harassing nature, are derogatory to any individual or group, are pornographic, lewd, indecent, or of a sexual nature, are of a defamatory or threatening nature, could be reasonably interpreted as discriminatory based on race, national origin, sex, age, disability, or religious or political beliefs, for any illegal purpose including but not limited to chain letters, or any other purpose which is illegal, against City policy, or contrary to the City's lawful interests.

Privacy

9. The City of Provo reserves the right to monitor your use of this website for City related purposes including without limitation troubleshooting problems, monitoring for security issues, and enforcing the terms of use agreement.

Governing Law and Jurisdiction

10. This website, all disputes or other matters arising out of it, and the performance thereof shall be governed by and enforced under the laws of the State of Utah without regard to conflict of law provisions, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the Utah Fourth District Court located in Provo, Utah or in the United States District Court, District of Utah.

Severability

11. Should any provision of these Terms of Use be held invalid, unlawful or for any reason unenforceable, then the invalid, unlawful or unenforceable provision shall be severable from the remaining provisions. Such invalid, unlawful or unenforceable provision shall not affect the validity or enforceability of the remaining provisions.

Reservation of Rights

12. We reserve the right to change, modify, add to, or remove portions of these terms of use at any time.