

CITY OF LAKE FOREST, ILLINOIS MOBILE APP TERMS OF USE POLICY

Your use of the City of Lake Forest's mobile application ("App") is provided subject to these terms and conditions ("Terms of Use"). Please read these terms carefully as use of this App constitutes acceptance of these Terms of Use.

1. Use and Content

The City of Lake Forest ("City," "We" or "Us") provides its App as an informational resource for public use and strives to maintain the integrity of its App with timely and accurate information, subject to periodic updates, revisions, deletions, and additions without prior notice. Content provided on this App is gathered from many sources and is subject to change at any time. The City is not responsible for errors or omissions in the content, and makes no representations as to its accuracy, completeness or usefulness.

Anyone using the App expressly consents to administrative monitoring at all times. All users are further advised that App administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. Any user that does not wish to consent to monitoring should exit this App now.

Under the Illinois Freedom of Information Act ("FOIA"), all messages received by the City on this App will become public records and may be subject to disclosure under FOIA. Users who communicate through this App are advised that all communications are public information and cannot be held in confidence

2. Personal Data Collected

a. Personal Data Provided by You

In connection with your use of App, we may ask you for certain personal data upon registration, or when you use the App, such as your name, email address, telephone number, user name, and password. We also provide the ability for you to post additional content within the App, such as comments or photos, or within your user profile.

b. Information We Collect Automatically

We may collect certain information by automated means when you use the App ("Usage Information"), such as information about the aspects of the App that you use or visit, the time of day you access the App, and how long you spend using the App, mobile carrier, mobile internet browser, the operating system on your Device, and other information described in this Privacy Notice. We may use third party web site analytics tools on our App that employs cookies to collect certain information concerning your use of our App. You can disable cookies by changing your App settings.

We gather and collect certain data automatically and store this information in log files, The information collected includes the mobile device IP address, browser type, internet service provider (ISP), referring/exit pages, the files viewed on our site (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and clickstream data or other unique identifier ("Device Identifier") for any mobile phone, tablet, or other device (any, a "Device") used to access the Platforms. A Device Identifier is automatically assigned to your Device, and our servers identify your Device by its Device Identifier. We use this information to improve the App and provide you with the best information and services, analyze trends, administer our App, track visitors' movements around our App, and gather demographic information about our visitors as a whole. We do link this automatically collected data to other information we collect about our mobile App visitors.

The App may contain functionality that collects information about your location, such as via GPS (global positioning systems), your mobile network, or Bluetooth beacon. Location information may be used to verify your location and deliver content based on your location.

3. Use of Collected Personal Data

We may use personal data we obtain about you in connection with the App to, among other things:

- Provide you with information about City events, activities, and programs, including via email and push notification on your mobile device;
- Create and manage your online account and respond to your inquiries;
- Communicate with you through the App, by email, text message, or other means;
- Operate, evaluate, and improve our App;
- Assist third parties in the provision of products or services that you request;
- Perform data analyses to determine, among other measurements, business performance, number of registrants, channels, and app performance;
- Enforce our Terms of Use;
- Comply with applicable legal requirements and industry standards and our policies; and

Push Notifications: If you are a user of the App, you may receive notifications in the Notifications section within the App. We may send push notifications or alerts to your mobile device even when you are not logged in. You can manage your push notification preferences or deactivate these notifications at any time by turning off the notification settings in the App or in the Device Settings of your mobile device. If you choose not to receive push notifications, then you will still receive In-App notifications in the Notifications section within the App.

Location Information: When you use the App and with your consent, we may collect and use your precise (or GPS) location information collected from the App to enhance your use of the App by providing you with sessions and meetings nearby. Please note that turning off location services may affect certain features of our App.

Photos and Camera: We will not access your photos or camera without first getting your permission. If you give us permission to access photos or your camera, we will only use images that you specifically choose to share with us. You may use our application to select the photo or

photos you choose to share, but we will never import the photos you review except those you explicitly share. At any time, you can manage your photos and camera preferences by turning off this feature in the Device Settings of your mobile device.

4. Personal Data We Share

We do not sell or otherwise disclose personal data we collect about you, except as described in the Terms of Use or otherwise disclosed to you at the time the data is collected.

Service Providers: We may share personal data with our service providers who perform services on our behalf, such as companies that develop and support the operation of the App, and send email or other electronic communications. In some instances, these service providers may collect information directly from you on our behalf. We do not authorize these service providers to use or disclose the data except as necessary to perform certain services on our behalf or comply with legal requirements. We require these service providers by contract to appropriately safeguard the privacy and security of personal data they process on our behalf.

Administrative and Legal Reasons: We also may disclose data about you: (i) if we are required to do so by law or legal process, (ii) to law enforcement authorities or other government officials, or (iii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual fraudulent or illegal activity.

5. How We Protect Personal Data

We maintain appropriate administrative, technical, and physical safeguards to protect personal data against accidental or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure or access, misuse, and any other unlawful form of processing of the personal data in our possession. We also take measures to destroy or permanently de-identify personal information when there is no longer a need to keep the information. The types of measures we take vary with the type of information, and how it is collected and stored.

Please note that no collection or data transmission can be guaranteed to be 100% secure. Therefore, while we strive to protect your personal data, we cannot guarantee or warrant the security of any data transmission. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

We will never ask you for your password in any unsolicited communication (including unsolicited correspondence, such as letters, phone calls, or e-mail messages). If you believe your user name and password have been compromised, please contact us by following the instructions provided in the section "How to Contact Us" below.

6. Copyright and Trademark Laws

The content and material available on this App, including, but not limited to, graphics, logos, sounds, images, software, text and information (collectively, "Content") are protected by

copyrights, trademarks, servicemarks, patents or other proprietary rights or laws and may not be modified in any way. By entering this App, user acknowledge and agree that the Content is owned or licensed by the City or used by the City, and may not be used by the user without prior written approval. Any unauthorized use of the Content may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

7. Mobile Payments

Certain links within the App may direct you to registration or other services that require payments. The acceptance of mobile payments for these registration and other program services are subject to the policies and procedures established for these registration and program services.

8. Third Parties

Your wireless carrier, the manufacturer and retailer of your mobile device, the developer of the operating system for your mobile device, and the operator of any application store or similar service through which you obtain the App (collectively, the “Third Parties”) are not parties to these Terms of Use and they do not own and are not responsible for the App.

9. Third Party Links

The App may contain links to other websites (“Third-Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (“Third-Party Content”). When the user clicks on these links they will leave the City's App and will be directed to another site. Third-Party Websites and Third-Party Content that are completely independent of the App and not owned or controlled by the City, and the City is not responsible for these websites or their content or availability. The City is not an agent for these third parties nor does it endorse or guarantee their products or services. Third-Party Content and links to Third-Party Websites are included solely for the convenience of users and inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content do not constitute or imply any approval, endorsement, representation or warranty by the City.

10. Disclaimer-Liability

In preparation of the Content on this App, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information may occur. In particular, but without limiting anything herein, the City disclaims any responsibility for accuracy and/or typographical errors of the information that may be contained on the City App. The information and data included on the City servers have been compiled by the City staff from a variety of sources, and are subject to change without notice to the User. The City makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of such information and data.

The City reserves the right to revise this legal notice and disclaimer at any time and for any reason, and reserves the right to make changes at any time, without notice or obligation, to any of the information contained in this legal notice and disclaimer and/or to any of the information contained

in this App. By entering this App, the user acknowledges and agrees that they shall be bound by any such revisions.

The user assumes all risks associated with the use of this App, including any risk to User's computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated via a City web page, link or the user's access to it. The City shall not in any event be liable for any direct, indirect, punitive, special, incidental, or consequential damages, including, without limitation, lost revenues, or lost profits, arising out of or in any way connected with the use or misuse of the information or lack of information on the City web site or with the delay or inability to use this web site, or from any information, documents, services, software, or other material obtained through this web site, or otherwise arising out of the use of this App, whether based on contract, tort, strict liability or otherwise, even if the City and/or any of its employees/affiliates has been advised of the possibility of damages.

11. Disclaimer- Endorsement

Any App reference to any commercial product, process, service, trade name, or trademark does not constitute or imply the City's endorsement for its use. The views and opinions on this App do not necessarily state or reflect those of the City's, and may not be used for advertising or endorsement purposes.

12. Disclaimer - Legal Notice

Communications made through this App shall in no way be deemed to constitute legal notice to the City or any of its agencies, officers, employees, agents, or representatives with respect to any existing or potential claim or cause of action against the City or any of its agencies, officers, employees, agents or representatives, where notice to the City is required by any federal, state or local law, rule or regulation.

13. Disclaimer-Accessibility

The City is committed to the principle of equal access for people with disabilities in compliance with the Americans with Disabilities Act and the Rehabilitation Act. If you experience an issue accessing content on this App, please feel free to contact us to report a problem. To allow us to best assist you, please indicate the nature of your accessibility problem, the preferred format in which to receive the material, the web address of the requested material, and your contact information so we may improve the experience for both you and all of our users going forward.

14. Legal Action and Jurisdiction

By using this App, user agrees that any legal action brought against the City, the City Council, its officers, employees, agents, attorneys or other representatives will be governed by the laws of the State of Illinois without regard to its conflict of law provisions. User further agrees to the exclusive jurisdiction and venue of the courts of Lake County, Illinois, in all disputes arising out of, or relating to, the use of this App.

15. Indemnification

You agree to indemnify, defend, and hold the City and their respective officers, employees, agents, and affiliates harmless from any liability, loss, claim and expense, including without limitation, reasonable attorneys' fees and expenses, related to or arising from: (i) your violation of these Terms of Use; (ii) your use or misuse of the App; and (iii) your violation or infringement of copyright or other intellectual property or other rights.

16. Miscellaneous

These Terms of Use and any policies or operating rules posted by us on the App constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

17. Updates to Our Terms of Use

These Terms of Use may be updated periodically and without prior notice to you to reflect changes in our personal data practices. We will post a prominent notice within the App to notify you of any significant changes to our Terms of Use and indicate at the top of the notice when it was most recently updated.

18. How to Contact Us

If you have any questions or comments about these Terms of Use or if you would like to exercise your rights or to update the information we have about you or your preferences, you may contact us at:

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