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In no event shall any communication made through this Website's e-mail and messaging functions constitute legal notice to the PHDC, or to any of its directors, officers, employees, agents, or representatives (including but not limited to legal notice required by federal, state, or local laws, rules, or regulations) with respect to any existing or potential claim or cause of action against the PHDC or any of its directors, officers, employees, agents, or representatives.

Website Accessibility Policy and Statement

It shall be the policy of the PHDC that all web based information and service be designed to provide access to people with disabilities.

User Submissions and Conduct

As a user of or submitter through the Website, you will be solely responsible for your own submissions and the consequences of submitting or publishing them. In connection with your submissions, you affirm, acknowledge, agree, represent, and/or warrant that:

- Your submissions are your original work and that you own or have the necessary licenses, rights, consents, and permissions to use and authorize the PHDC to use any and all submissions in any and all media now known or hereinafter invented without territorial or time limitations and without compensation;
- You will not submit as part of any submission any material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights, have permission from their rightful owners, or obtained the necessary consents from any individuals whose personally identifiable information is contained in such material to submit said material, and to grant the PHDC all of the license rights granted herein;
- You will disclose the existence of any patent registrations or pending applications held by you, which relate in any way to your submission; and
- No confidential relationship or obligation of secrecy or confidentiality is established between you and the PHDC regarding the submission, despite any statement or legend to the contrary on the submission and any related materials.

The PRA and the PLB are subject to the Pennsylvania Right to Know Law (the "RTKL"). Any information submitted through the Website may be subject to disclosure to the public if requested pursuant to, and in accordance with, the RTKL.

Ownership and Use of User Submissions

By making a submission, you understand that you are granting the PHDC a perpetual, royalty-free, fully-paid, irrevocable, sublicensable, transferrable, non-exclusive license in and to the submission (including under copyright, patent, and trademark law). The license you are granting to the PHDC includes the right of the PHDC and its employees, representatives, agents, affiliates and designees to reproduce and distribute copies of the submission.

Feedback

From time to time, we may ask you for your feedback on the PHDC's Website and/or services.

Any communication or material you transmit or post will be:

- treated as non-confidential and non-proprietary by the PHDC;
- become the property of the PHDC and the PHDC shall exclusively now and hereinafter own all rights, title and interest therein; and
- used without restriction by the PHDC employees, licensees and affiliates at the PHDC's sole discretion without any obligation, compensation or other liability to you. Such use may be for any purpose whatsoever, including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner, now known or later developed, on this Website or otherwise. The PHDC shall be under no obligation to respond to your feedback.

Indemnification

You agree to indemnify, defend and hold the PHDC, PRA, PLB, and their respective employees, directors, officers, agents, affiliates, and representatives harmless from any liability, loss, claim and expense, including reasonable attorneys' fees and expenses, related to either your violation of these Terms of Use or your use of the Website. You will indemnify, defend and hold the PHDC, PRA, PLB, and their respective employees, directors, officers, agents, affiliates, and representatives harmless from and against any claim, suit or proceeding brought against the PHDC, PRA, PLB, and their respective employees, directors, officers, agents, affiliates, and representatives arising from or in connection with violations of copyright or other intellectual property or other rights of third parties contained in your submissions and/or any other violation of law or breach of contract obligations relating to your submissions. You will indemnify, defend and hold the PHDC, PRA, PLB, and their respective employees, directors, officers, agents, affiliates, and representatives harmless from and against any claims, damages and costs resulting directly or indirectly from the use, disposition, reproduction, publication or public communication of any submission.

Public Interaction with Official Social Media Accounts

To ensure the PHDC can communicate in an effective and meaningful way with third parties, PHDC uses the City of Philadelphia's Department of Planning and Development's social media accounts and as such the following guidelines and rules apply for people who interact on or with these accounts:

- Comments may be archived; and

- The following behavior may result in comments being deleted and frequent offenders being banned from the page:
 - Off-topic comments;
 - Violation of the copyright, trademark, or other intellectual property rights of any person or entity;
 - Vulgar language, ethnic slurs, material that is harassing, defamatory, fraudulent or discriminatory; and/or
 - Displays of sexually explicit images, cartoons, jokes, messages, or other offensive material.

Digital Millennium Copyright Act Terms

A. Digital Millennium Copyright Act ("DMCA") Notice/Takedown Request

If you believe that your work has been copied in a way that constitutes copyright infringement via its display on, or other use by the Website, you may submit a notice pursuant to the DMCA by providing the PHDC's DMCA Designated Agent (see Paragraph D. below) with the following information in writing:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit PHDC to locate the material;
4. information reasonably sufficient to permit PHDC to contact you, such as an address, telephone number, and, if available, an email address;
5. a statement that you (and, if applicable, the person or entity on whose behalf you are acting) have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

B. DMCA Counter-Notice

You do not have the right to post material to phdcphila.org unless given such right by PHDC. If PHDC has given you permission to post an array of material to phdcphila.org, and the specific material you posted has been taken down pursuant to the DMCA, you may submit a counter-notice pursuant to the DMCA by providing the PHDC's DMCA Designated Agent (see Paragraph D. below) with the following information in writing:

1. your physical or electronic signature;

2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of the United States federal district court for the judicial district in which your address is located, or if your address is outside of the United States, that you consent for any judicial district in which jurisdiction of the PHDC may be found, and that you will accept service of process from the person who provided notification under Paragraph A. above or an agent of such person.

C. You acknowledge that if you fail to comply with all of the above requirements for a DMCA Notice/Counter-Notice (as applicable), your Notice/Counter-Notice may not be valid.

D. PHDC's Designated Agent under the DMCA for phdcphila.org is as follows:

CopyrightAgent@phila.gov
Office of Innovation & Technology
1234 Market Street
Philadelphia, PA 19107
(215) 686-8101 (main desk)

Miscellaneous

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